



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JUNE 26, 2018 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Larry Turner, Harmony Church

FUTURE MEETINGS

Family Assistance Commission, July 2 at 6 p.m.

Planning Commission, July 2 at 7 p.m.

City Beautiful Commission, July 5 at 6:30 p.m.

Bartlett Historical Society, July 9 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 12, 2018 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 18-04, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, definitions, to modify the definition of dwelling unit and add definitions for short-term rental unit and transient guest; by amending Article V, Chart I, uses permitted in zoning districts, to identify zoning districts in which short-term rentals are permitted uses; and by amending Article 6, Supplementary District Regulations, by adding a new Section 30, establishing regulations for short-term rentals. (Kim Taylor, Director of Planning and Economic Development) The public hearing is set for July 10, 2018.**

CONSENT AGENDA

- I **Proposal for citywide pest control services. (Dick Phebus, Director of Finance)**

Recommend accepting the highest-rated proposal from Nu Era Pest Control for citywide pest control services beginning July 1, 2018.

2 Proposal for yearly uniform service. (Bill Yearwood, Director of Public Works)

Recommend accepting the proposal from UniFirst for yearly Public Works uniform service.

3 Bid for annual lawn treatment services. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Herbi Systems for the annual bid on lawn treatments services.

4 Bid for paving several park walking trails. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lower bid from Gibson Paving at a total cost of \$300,580.00. Funds are available in Accounts 311.48311.785.51418 and 110.43300.348.

5 Bid for one fire pumper truck. (Terry Wiggins, Fire Chief)

Recommend accepting the lowest bid from Sunbelt Fire at a cost of \$524,297.00. Funds are available in Account 311.48311.785.25218.

6 Bid for annual transportation projects. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bids from the following contractors:
Citywide asphalt pavement - Lehman-Roberts; Asphalt picked up at plant - Standard Construction and Lehman-Roberts. These are all budgeted items.

7 Bid for water treatment plant chemicals. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid for Sodium Hexametaphosphate from Carus in the amount of \$.85/lb, Sodium Fluorosilicate from Ideal in the amount of \$.628/lb and Chlorine from DPC in the amount of \$.383/lb. Funds are available in Account 510.51200.343.

8 Survey and design proposal to widen the west side of Appling Road to Southern Way. (Rick McClanahan, Director of Engineering)

Recommend approving Carlson Consulting Engineers, Inc proposal in the amount of \$68,000, plus a contingency of \$10,000. Funds are available in Account 311.48311.772.457.

- 9 **Treasurer's Report for May 2018. (Dick Phebus, Director of Finance)**
- 10 **Planning Commission Report for June 2018. (Kim Taylor, Director of Planning and Economic Development)**

NEW BUSINESS

- 1 **Resolution 17-18, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2018, in an amount not to exceed \$1,355,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**
- 2 **Resolution 19-18, a resolution approving contract award for Fletcher Creek Bank Stabilization, Phase 2. (Rick McClanahan, Director of Engineering)**
- 3 **First Reading of Ordinance 18-05, an ordinance to rezone from RS-10 to O-R-1 property on the north side of Yale Road at Highway 70. (Kim Taylor, Director of Planning and Economic Development) The public hearing to be set for July 24, 2018.**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 12, 2018 - 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 Stephen Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, June 14 at 7 p.m.

Historic Preservation Commission, June 18 at 7 p.m.

BPACC Advisory Board, June 19 at 6 p.m.

Bartlett Arts Council, June 19 at 6:30 p.m.

Design Review Commission, June 19 at 6:30 p.m.

Board of Education, June 21 at 7 p.m.

RECOGNITIONS

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

Mayor McDonald announced an emergency expenditure of \$38,468 to repair a well pump at the Ardie Road Plant.

MINUTES ACCEPTANCE

Minutes of the May 22, 2018 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jun 12, 2018 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 18-02, an ordinance to adopt the 2018-2019 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.

No one spoke in favor or against Ordinance 18-02.

Adjourned at 7:04 p.m.

2. Intent to Exceed Certified Recapture Tax Rate.

This public hearing is for notification purposes only.

3. Ordinance 18-03, 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 2018.

Mayor McDonald noted that the Shelby County Assessor only gives a credit for one year for the City to make up the difference when residents appeal their assessed property values. Bartlett used up its entire appeals allowance during the first of the four-year cycle.

No one spoke for or against Ordinance 18-03.

Adjourned at 7:06 p.m.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 18-02, an ordinance to adopt the 2018-2019 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 RE [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 2 **Third Reading of Ordinance 18-03, 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 2018. (Dick Phebus, Director of Finance)**

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

CONSENT AGENDA

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

- 1 **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, 2018 to June 30, 2019. Funds are available in Account 123.48123.264.
- 2 **Bid for 126 Ballistic Rifle Vests. (Gary Rikard, Chief of Police)**
 Recommend accepting the qualified bid from Protect the Force at a cost of \$32,753.70. Funds are available in Account 124.48124.939.
- 3 **Annual bid for ready-mix concrete. (Bill Yearwood, Director of Public Works)**
 Recommend accepting the sole bid from Memphis Ready Mix. This is an annual bid item.
- 4 **Annual bid for fill sand, limestone and rip rap. (Bill Yearwood, Director of Public Works)**
 Recommend accepting the lowest bids from Fullen Dock, Memphis Stone & Gravel and Nature's Earth Products.
- 5 **Annual bid for vehicle replacement parts. (Bill Yearwood, Director of Public Works)**
 Recommend accepting the lowest bid from Napa. Napa is the only vendor to submit a total bid on all parts, all other vendors were partial bids. This is a bid for yearly supplies.
- 6 **Proposal for citywide tree trimming and removal. (Shan Criswell, Director of Parks and Recreation)**
 Recommend accepting the request for proposal from Mister Tree with the highest average score of 100 in the review process. This service will be on an as needed or emergency basis for various departments, including Code Enforcement, Parks and Recreation, and Public Works. There is no set cost at this time.

Minutes Acceptance: Minutes of Jun 12, 2018 7:00 PM (MINUTES ACCEPTANCE)

7 Proposal for Fletcher Creek Walking Trail, Phase 3. (John Horne, Assistant Director of Engineering)

Recommend accepting the proposal from Burr and Cole, Inc. for the design of the Fletcher Creek Walking Trail, Phase 3, totaling \$85,200.00. The final cost to the City will be \$17,040.00 thanks to an 80/20 grant. Funds are available 311.48311.780.4513.

8 Treasurer's Report for April 2018. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$79,809,042
Year-to-date Expenditures	\$72,480,665
Adopted Budget Revenues	\$79,809,042
Year-to-date Revenues	\$74,323,157

NEW BUSINESS

1 Appoint Wayne Ray to the Code Appeals Board. (A. Keith McDonald, Mayor)

Mr. Ray is transferring from the City Beautiful Commission back to the Code Appeals Board. His term will expire December 31, 2019.

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

2 Property, general liability, auto, worker's compensation, and other insurance renewals. (Dick Phebus, Director of Finance)

Mr. Phebus explained that these insurance renewals are through the Tennessee Municipal League Risk Management Pool for Fiscal Year 2019. He noted that the Bartlett City School System plans to obtain separate liability insurance, but will join the City in the rest of the insurance renewals.

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

3 Resolution 15-18, a resolution to amend the Fiscal Year 2018 General Fund Budget to appropriate \$48,600 for education incentive pay for fire department personnel. (Dick Phebus, Director of Finance)

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

Minutes Acceptance: Minutes of Jun 12, 2018 7:00 PM (MINUTES ACCEPTANCE)

4 Resolution 16-18, a resolution to delete uncollectible accounts from utility customers accounts receivable. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this year's uncollectible water write-offs total \$51,869.63, which is up from last year, but down from 2016.

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

5 First Reading of Ordinance 18-04, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, definitions, to modify the definition of dwelling unit and add definitions for short-term rental unit and transient guest; by amending Article V, Chart I, uses permitted in zoning districts, to identify zoning districts in which short-term rentals are permitted uses; and by amending Article 6, Supplementary District Regulations, by adding a new Section 30, establishing regulations for short-term rentals. (Kim Taylor, Director of Planning and Economic Development)

Planning Director Kim Taylor explained that this ordinance will regulate short-term rental properties. Its intent is to establish a permitting process to allow for short-term rentals, while maintaining residential character in the City's neighborhoods.

This ordinance will allow the City to assess and collect occupancy taxes on these properties.

Ms. Taylor stated there will be two types of permits for short-term rental properties. Permit 1 will allow new short-term rentals in all residential zoning districts. Permit 2 will allow the continued use of such properties that were established prior to July 10, 2018, including in Agriculture and Office Zoning Districts. Permits, which will be renewed annually, will have an initial fee of \$75, and a renewal fee of \$50. Upon renewal of the permit, Code Enforcement, which will manage the permits, will be able to inspect the premises to insure all applicable laws, ordinances, and regulations are being followed, and codes complied with.

Applicants must prove that the past six months of property taxes have been paid for the property, plus provide proof of property insurance.

This ordinance also provides for a complaint-filing process and a permit revocation process.

Alderman Simmons asked how this ordinance applies to current renters with a one-year lease. Mayor McDonald explained that it does not apply; this ordinance is strictly for short-term rentals of 30 days or less.

Alderman Parsons asked about inspections. City Attorney Ed McKenney explained that Code Enforcement can inspect the premises for working safety equipment, such as carbon monoxide and smoke detectors, plus fire extinguishers. Alderman Parsons asked if inspections can take place any time. Mr. McKenney stated that inspections can occur during permit renewal and if there is sufficient cause to warrant one.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 6/26/2018 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:22 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 12, 2018 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2359)

Meeting: 06/26/18 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Stefanie McGee

Initiator: Kim Taylor

Sponsors:

DOC ID: 2359

Ordinance 18-04, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article 1, Section 2, definitions, to modify the definition of dwelling unit and add definitions for short-term rental unit and transient guest; by amending Article V, Chart 1, uses permitted in zoning districts, to identify zoning districts in which short-term rentals are permitted uses; and by amending Article 6, Supplementary District Regulations, by adding a new Section 30, establishing regulations for short-term rentals.

WHEREAS, the Board of Mayor and Aldermen finds that the intent and purpose of all residential zoning districts in the City of Bartlett is to establish areas that are primarily residential in character; and

WHEREAS, with the rise of the sharing economy, the City of Bartlett and cities across the country have seen growth in the popularity of short-term rentals, which are rentals of residential units or dwellings for less than thirty consecutive days; and

WHEREAS, the Board of Mayor and Aldermen finds that the short-term rental of sleeping rooms in an owner-occupied dwelling unit while the owner is present on the property, and rental of an owner-occupied dwelling unit for less than thirty days while the owner is temporarily absent, are primarily residential uses; and

WHEREAS, the Board of Mayor and Aldermen finds that the short-term rental of a dwelling unit by an owner who does not occupy the dwelling unit as his/her primary residence is not primarily a residential use; and

WHEREAS, the Board of Mayor and Aldermen is mindful of the importance of maintaining the residential character of City neighborhoods. Absent appropriate controls, neighborhoods stand to be harmed by undue commercialization and disruption to the primary and overarching purpose of a neighborhood being first and foremost a residential community, where people actually live, not a place of transient occupancy; and

WHEREAS, the Board of Mayor and Aldermen finds that restrictions on noise and maximum occupancy, and requirements providing for life safety inspections and easy reporting of concerns and complaints are necessary to help protect City residents' peaceful enjoyment of their residences and neighborhoods; and

WHEREAS, the Board of Mayor and Aldermen finds that, in the absence of a regulatory

framework, the City of Bartlett cannot monitor short-term rental listings; cannot ensure public safety; and cannot assess and collect applicable taxes unless regulations are established; and

WHEREAS, the Board of Mayor and Aldermen desires to amend the City of Bartlett Zoning Ordinance to regulate the operation of short-term rentals within the City of Bartlett by amending Article I, Section 2, Definitions, to modify the definition of Dwelling Unit and add definitions for Short-Term Rental Unit and Transient Guest; to amend Article V, Chart I, Uses Permitted in Zoning Districts, to identify zoning districts in which short-term rentals are permitted; and to amend Article VI, Supplementary District Regulations, by adding a new Section 30, establishing regulations for short-term rentals; and

WHEREAS, it is the purpose of this amendment to protect the public health, safety and general welfare of individuals and the community at large; and to protect the quality of life and investment of its citizens from the transient occupancy of unregulated and/or unsupervised short-term rental businesses in residentially zoned areas of the City; and

WHEREAS, the Board of Mayor and Aldermen finds that the regulations set forth herein will provide short-term rental operators, consumers, and citizens with guidance and certainty as to the safe and reasonable operation of short-term rentals; and

WHEREAS, the Board of Mayor and Aldermen finds that the regulations set forth herein, enabling the permitting of short-term rentals, also impose minimum safety requirements and provide for the collection of applicable taxes, including the occupancy privilege tax authorized in the Charter of the City of Bartlett; and

WHEREAS, the City of Bartlett Planning Commission reviewed the proposed amendment during its regular meeting held on June 4, 2018, and made a recommendation to the Board of Mayor and Aldermen that the proposed amendment be approved; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen was held on July 10, 2018, pursuant to notice thereof published in a newspaper of general circulation on June 21, 2018.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Article I, Section 2, of the Bartlett Zoning Ordinance, Definitions, shall be amended to modify and/or add the following:

Delete the current definition of “Dwelling Unit” and replace it with the following definition:

A cabin, house, or structure used or designed to be used as an abode or home of a person, family, or household, and includes a single-family dwelling, a portion of a single-family dwelling, or an individual residential dwelling in a multi-dwelling building, such as a duplex, an apartment

building, condominium, cooperative, or timeshare.

Short-Term Rental ("STR") Unit:

A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed or advertised for occupancy by Transient Guests for dwelling, lodging, or sleeping, and which is offered to Transient Guests for Consideration for a period of up to 30 consecutive calendar days. Short-Term Rental Unit shall not include dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions; facilities licensed by the state as health care facilities, including temporary family healthcare structures; hotels; inns; motels; Bed and Breakfast establishments approved by the City of Bartlett pursuant to the Bartlett Zoning Ordinance; campgrounds; or dwelling units rented to the same occupant(s) for more than thirty continuous days.

Transient Guest(s):

One or more persons who occupies a dwelling unit or portion thereof, other than his or her usual place of residence, in exchange for consideration.

Article V, Chart I, of the Bartlett Zoning Ordinance, Uses Permitted in Zoning Districts, shall be amended as follows:

1. Add the following language under "Legend" and below "S-Uses recommended for approval with Special Use Permit approval by the Planning Commission and Board of Mayor and Aldermen:" "T*--Use recommended for approval with Short-Term Rental Permit, Type 1, issued by the Bartlett Code Enforcement Office;" and "T**--Use recommended for approval with Short-Term Rental Permit, Type 2, issued by the Bartlett Code Enforcement Office upon proof that the dwelling unit was used as a Short-Term Rental Unit and that all taxes, including room, occupancy and sales tax, due on renting the dwelling unit pursuant to Title 67, Chapter 6, Part 5 of the Tennessee Code Annotated were paid for filing periods that cover at least six (6) months within the twelve-month period immediately preceding July 10, 2018."
2. Under the category "Dwellings," add the term "Short-Term Rental ("STR")-Type 1" below "Bed and Breakfast" and include "T*" in the following Zoning Districts: R-E, RS-18, RS-15, RS-12, RS-10, R-TH, R-D, R-M.
3. Under the category "Dwellings," add the term "Short-Term Rental ("STR")-Type 2" below "Short-Term Rental-Type 1" and include "T**" in the following Zoning Districts: A-O, R-E, RS-18, RS-15, RS-12, RS-10, R-TH, R-D, R-M, O-R-1, O-R-2.

Article VI of the Bartlett Zoning Ordinance, Supplementary Regulations, shall be amended to add the following section regulating short-term rentals:

Section 30. Short-Term Rentals.

Subsection A. Generally.

- I.1. Purpose. The City has determined that regulation of Short-Term Rental Units is necessary in order to protect the health, safety, and welfare of the public, as well as to promote the public interest by regulating the areas and methods of operation. To meet these ends, the City has determined that all persons or entities that desire to operate Short-Term Rental Units within the City must be issued a permit pursuant to the requirements of this section.
- I.2. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section. The word "shall" is always mandatory and not merely advisory.
- a. Consideration. The charge, whether or not received, for occupancy in a Short-Term Rental Unit valued in money, whether to be received in money, goods, labor, or otherwise, including all receipts, cash, credits, property and services of any kind or nature. Nothing in this definition shall be construed to imply that consideration is charged when the Short-Term Rental Unit provided to the Transient Guest(s) is complimentary from the Operator or, if different, the Owner and no consideration of any type is charged to or received from any person.
 - b. Short-Term Rental Unit. A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed or advertised for occupancy by Transient Guests for dwelling, lodging, or sleeping, and which is offered to Transient Guests for Consideration for a period of up to 30 consecutive calendar days. Short-Term Rental Unit shall not include dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions; facilities licensed by the state as health care facilities, including temporary family healthcare structures; hotels; inns; motels; Bed and Breakfast establishments approved by the City of Bartlett pursuant to the Bartlett Zoning Ordinance; campgrounds; or dwelling units rented to the same occupant(s) for more than thirty continuous days.
 - c. Hosting Platform. A person or entity that facilitates the booking of a Short-Term Rental Unit. "Facilitate" includes, but is not limited to, the act of allowing an Operator or, if different, the Owner to offer to list or advertise, typically for a charge or fee, the Short-Term Rental Unit on an Internet website, in a print publication, or through another forum provided or maintained by the Hosting Platform.
 - d. Residential District. Any zoning district designated in the City of Bartlett where the principal permitted uses in the district include residential uses, including houses, duplexes, garage apartments accessory to a principal dwelling, and multi-dwelling structures. As of the date of the adoption of this Ordinance, Residential

Districts shall include the following districts identified in the City of Bartlett Zoning Ordinance: R-E, RS-18, RS-15, RS-12, RS-10, R-TH, R-D, and R-M.

- e. Non-Residential District. Any zoning district designated in the City of Bartlett that allows residential uses, but is not a Residential District. As of the date of the adoption of this Ordinance, Non-Residential Districts shall include the following districts identified in the City of Bartlett Zoning Ordinance: A-O, O-R-1, O-R-2.
- f. Occupancy. The use or possession, or the right to the use or possession, of any room(s), lodgings, or accommodations in any Short-Term Rental Unit.
- g. Operator. The person or entity, if applicable, offering a Short-Term Rental Unit, whether as the owner or otherwise.
- h. Transient Guest. Any person(s) who exercises Occupancy or is entitled to Occupancy of any room(s), lodgings, or accommodations in a Short-Term Rental Unit for a period of less than thirty (30) consecutive calendar days.

Subsection B. Permit Types, Application.

- I.1 Operating Permit Required. It is unlawful to operate or advertise any Short-Term Rental Unit within the City of Bartlett without a Short-Term Rental Unit Operating Permit issued under this section.
- I.2 Application. Every Operator or, if different, every Owner desiring to operate a Short-Term Rental Unit shall submit an application for an Operating Permit to the Bartlett Code Enforcement Office. Each application shall contain, at the least, all of the following information, along with a statement that the information being provided is true and accurate. In addition to the information required by the application, the Bartlett Code Enforcement Office may request other information reasonably required. The permit application shall not be considered complete until the Bartlett Code Enforcement Office has all information as required by the application or otherwise.
 - a. Acknowledgement of Rules. Written acknowledgement by the Operator and, if different, the Owner that he/she/it has read all regulations pertaining to the operation of a Short-Term Rental Unit, including this section, the City's business license requirements, the City's occupancy privilege tax requirements, any additional administrative regulations promulgated or imposed by the City to implement this section, and acknowledging responsibility for compliance with the provisions of this section.
 - b. Affidavit of Life Safety Compliance. During each Short-Term Rental Unit Occupancy, each Short-Term Rental Unit shall have the following life safety equipment on the premises and installed to manufacturer specifications: (i) a smoke alarm meeting Underwriters Laboratory (UL) 217 standards inside each sleeping room, outside of and within fifteen feet of sleeping rooms, and on each story of the dwelling unit, including basements; (ii) a carbon monoxide detector

within 15 feet of all bedrooms; and (iii) a fire extinguisher. Every smoke and carbon monoxide alarm must function properly, with the alarm sounding after pushing the test button, and the fire extinguisher must be operational. It shall be unlawful to operate a Short-Term Rental Unit without a smoke alarm, carbon monoxide detector, and fire extinguisher as required by this section. An application for the issuance or renewal of a Short-Term Rental Unit Operating Permit must be accompanied by an affidavit, signed by the Operator and, if different, the Owner, verifying the number, locations, and operation of the required life safety equipment for the Short-Term Rental Unit. The life safety equipment will be subject to verification or inspection by the Code Official.

- c. Local Contact Person. A person designated by the Operator or, if different, the Owner who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (i) being able to physically respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit, and (ii) taking remedial action necessary to resolve any such complaints. A Local Contact Person may be the Operator or, if different, the Owner or the Operator(s)' or Owner(s)' agent.
- d. Operator/Owner Information. The full legal name, street and mailing addresses, the e-mail address, and the telephone number of the Operator(s) and, if different, the Owner(s) of the property sought to be used as a Short-Term Rental Unit and, in cases where a business entity or trust is the owner of the property that is sought to be used as a Short-Term Rental Unit, the individual who has the responsibility to oversee the ownership of the property sought to be used as a Short-Term Rental Unit on behalf of the business entity or trust, including the mailing address, the e-mail address, and the telephone number of the individual having such responsibility. If the Owner of a Short-Term Rental Unit is a business entity, information and documentation is required demonstrating the Owner's valid status with the Tennessee Secretary of State.
- e. Site Plan. A site plan and floor plan accurately and clearly depicting the size and location of the existing dwelling unit designed to be used as a Short-Term Rental Unit and the approximate square footage in the dwelling unit, the number and location of designated off-street parking spaces and the maximum number of vehicles allowed for overnight occupants. The floor plan shall describe the use of each room in the dwelling unit, the number, location and approximate square footage of all bedrooms, and any accessory buildings, including but not limited to garages and accessory dwelling structures or units.
- f. Confirmation regarding private agreements. Written acknowledgement by the Operator and, if different, the Owner that he/she/it is solely responsible for confirming and that he/she/it has confirmed that operating the Short-Term Rental Unit would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenant, Codes and Restrictions, mortgage agreement, insurance contract, or any other contract or agreement governing and limiting the use of the proposed Short-Term Rental Unit.

- g. Confirmation regarding notice if the STR unit shares a common wall or driveway. Where the proposed Short-Term Rental Unit shares a common wall or driveway with another property, the Operator and, if different, the Owner shall provide proof of written notification to the owner of such property prior to filing the application. Proof of written notification shall be: (a) a signature of an owner; (b) a signed receipt of U.S. registered or certified mail addressed to an owner; or (c) notice from the U.S. Postal Service that registered or certified mail to an owner was refused or not timely accepted.
- h. Proof of Insurance. The Operator or, if different, the Owner shall provide proof of insurance evidencing homeowner's, fire, hazard, and liability insurance on the property sought to be used as a Short-Term Rental Unit. Liability coverage shall have limits of not less than one million dollars per occurrence.
- i. Proof of payment of all taxes due. The Operator or, if different, the Owner shall provide proof of payment of all taxes due with respect to the property to be used as a Short-Term Rental Unit, including property taxes, and, for a Type 2 Permit application or the renewal of a Type 1 or Type 2 Permit, proof that all applicable, room, occupancy or sales taxes required by State law, the Bartlett Charter, or the Bartlett City Code with respect to the Short-Term Rental Unit have been paid.
- j. Indemnification. Written acknowledgement and agreement by the Operator and, if different, the Owner that, in the event a Short-Term Rental Unit Operating Permit is approved and issued, the Operator and, if different, the Owner agree to assume all risk and indemnify, defend and hold the City harmless concerning the City's approval of the Short-Term Rental Unit Operating Permit, the operation and maintenance of the Short-Term Rental Unit, and any other matter relating to the Short-Term Rental Unit.

1.3. Short-Term Rental Unit Operating Permit Types.

- a. Type I Operating Permit, Owner-Occupied.
 - i. Generally. A Type I Short-Term Rental Unit Operating Permit is available in the following Residential Districts: R-E, RS-18, RS-15, RS-12, RS-10, R-TH, R-D, and R-M upon meeting the criteria in this section. A Type I Short-Term Rental Unit Operating Permit can be issued only to an Owner of the Short-Term Rental Unit. The property where the Short-Term Rental Unit is located must be the Owner's principal residence, except in the instance of duplexes as further described in this section. A person can only hold one (1) Type I Short-Term Rental Unit Operating Permit in the City of Bartlett. The Type I Short-Term Rental Operating Permit is available only to a natural person or persons, and a Type I Short-Term Rental Unit Operating Permit holder may not be a limited liability entity, including, without limitation, a corporation or limited liability company, nor

may a Type I Short-Term Rental Unit Operating Permit holder be an unincorporated entity, including, without limitation, a partnership, joint venture or trust. The Owner is not required to remain or be present at the Short-Term Rental Unit during the Occupancy.

- ii. Accessory Dwelling Units and Duplexes. If there is an accessory dwelling unit on the property, the Type I Short-Term Rental Unit Operating Permit can be for either the primary dwelling unit or the accessory dwelling unit, but not for both. If a property houses a legal duplex and an Owner owns both sides of the duplex, one (1) Type I Short-Term Rental Unit Operating Permit is available to the Owner for either side of the duplex, so long as the Owner's principal residence is one side of the duplex.
- iii. Proof of Ownership and Residency. Ownership shall be established by the deed for the property as recorded in the office of the Shelby County Register of Deeds. Residency shall be established by at least two of the following documents, which must list the address of the Short-Term Rental Unit on the document:
 - 1. The Owner's motor vehicle registration;
 - 2. A valid driver's license or TN identification card of the Owner;
 - 3. The address of the Owner's children's school registration;
 - 4. The Owner's voter registration card; or
 - 5. The Owner's W-2 mailing.

At least one Owner listed on the deed for the Short-Term Rental Unit must establish residency at the Short-Term Rental Unit according to the criteria set forth in this section.

- a. Type 2 Operating Permit, STR Units In Operation Prior to July 10, 2018.
 - i. Generally. A Type 2 Short-Term Rental Unit Operating Permit is available in the following Residential and Non-Residential Districts: R-E, RS-18, RS-15, RS-12, RS-10, R-TH, R-D, R-M, A-O, O-R-I and O-R-I to Operators or, if different, to Owners who operated a Short-Term Rental Unit and remitted all taxes, including room, occupancy and sales tax due on renting the Short-Term Rental Unit pursuant to Title 67, Chapter 6, Part 5 of the Tennessee Code Annotated for filing periods that cover at least six (6) months within the twelve-month period immediately preceding July 10, 2018 ("Qualifying Date"). A person or entity can obtain a Type 2 Short-Term Rental Unit Operating Permit for each Short-Term Rental Unit operating prior to the Qualifying Date for which all taxes due were remitted, upon meeting the other criteria in this section. Proof of operation and payment of taxes shall be required upon application. A Type

2 Short-Term Rental Unit Operating Permit is specific to the Short-Term Rental Unit for which it issued; it cannot be transferred to another location.

- ii. Window of Availability. Any application for a Type 2 Short-Term Rental Unit Operating Permit must be submitted by September 10, 2018, after which time no Type 2 Short-Term Rental Unit Operating Permits shall be issued under any circumstances whatsoever. Upon receipt of a timely application, an inspection of the Short-Term Rental Unit in use prior to July 10, 2018 will be made by the Code Official to ensure compliance with all life safety requirements.
- iii. Owner Eligibility. A Type 2 Short-Term Rental Unit Operating Permit can be issued to the Owner(s) of the property being used as a Short-Term Rental Unit, who does not need to occupy the Short-Term Rental Unit as a principal residence. A Type 2 Short-Term Rental Unit Operating Permit is available to a person or an entity.

Subsection C. Fees.

An application for a Short-Term Rental Unit Operating Permit under this section shall be accompanied by a fee in the amount of seventy-five dollars (\$75.00). The Bartlett Code Enforcement Office shall collect the permit fee. There shall be no proration of fees. Fees are non-refundable once a Short-Term Rental Unit Operating Permit has been issued by the Bartlett Code Enforcement Office.

Subsection D. Issuance.

Once the Short-Term Rental Unit Operating Permit application is considered complete by the Bartlett Code Enforcement Office, a determination will be made to issue or deny the Short-Term Rental Unit Operating Permit within fourteen (14) business days. If the Bartlett Code Enforcement Office is satisfied that the application and the Short-Term Rental Unit conform to the requirements of this section and other pertinent laws and ordinances, a Short-Term Rental Unit Operating Permit shall be issued to the applicant. If the application or Short-Term Rental Unit does not conform to the requirements of this section or other pertinent laws or ordinances, the Bartlett Code Enforcement Office shall not issue the Short-Term Rental Operating Permit, but shall inform the applicant of the denial. Such denial, when requested by the applicant, shall be in writing and state the reason(s) for denial. Once issued, the Short-Term Rental Operating Permit shall be valid for one (1) calendar year from the date of issuance, unless the Short-Term Rental Unit Operating Permit is suspended or revoked pursuant to this section or terminated by ordinance or otherwise.

Subsection E. Renewal.

- I. Type 1 Short-Term Rental Unit Operating Permits. Unless suspended or

revoked for a violation of any provision of this section or other rule or regulation of the City, a Type 1 Short-Term Rental Unit Operating Permit can be renewed annually, provided that a renewal fee of fifty dollars (\$50.00) is paid no later than fourteen (14) business days before the Short-Term Rental Unit Operating Permit's expiration. An application for renewal of a Type 1 Short-Term Rental Unit Operating Permit, which shall include an updated acknowledgement of rules signed by the Operator and, if different the Owner; an updated affidavit of life safety compliance signed by the Operator and, if different, the Owner, which equipment is subject to verification or inspection by the Code Official; any updated information regarding the local contact person; any updated Operator/Owner information; an updated confirmation regarding private agreements signed by the Operator and if different, the Owner; an updated proof of insurance; an updated indemnification agreement signed by the Operator and, if different, the Owner; and proof of payment of all taxes due, shall be made through the Bartlett Code Enforcement Office. After the Short-Term Rental Unit Operating Permit's expiration, the holder of the Short-Term Rental Unit Operating Permit forfeits the right to renew and the Owner must reapply for a new Short-Term Rental Unit Operating Permit. A renewed Short-Term Rental Unit Operating Permit shall be good for one calendar year from the date of issuance.

2. Type 2 Short-Term Rental Unit Operating Permits. Unless suspended or revoked earlier for a violation of any provision of this section or other rule or regulation of the City, a Type 2 Short-Term Rental Unit Operating Permit can be renewed annually, provided that a renewal fee of fifty dollars (\$50.00) is paid no later than fourteen (14) business days before the Short-Term Rental Unit Operating Permit's expiration. An application for renewal of a Type 2 Short-Term Rental Unit Operating Permit, which shall include an updated acknowledgement of rules signed by the Operator and, if different, the Owner; an updated affidavit of life safety compliance signed by the Operator and, if different, the Owner, which equipment is subject to verification or inspection by the Code Official; any updated local contact person; any updated Operator/Owner information; an updated confirmation regarding private agreements signed by the Operator and, if different, the Owner; an updated proof of insurance; an updated indemnification agreement signed by the Operator and, if different, the Owner; and proof of payment of all taxes due, shall be made through the Bartlett Code Enforcement Office. If a Type 2 Short-Term Rental Unit Operating Permit expires or is revoked under this section and such revocation is not reversed during the appeal process set forth herein, it cannot be renewed or reapplied for, and the ability of the Operator or, if different, the Owner to obtain or hold a Type 2 Short-Term Rental Unit Operating Permit for the Short-Term Rental Unit is extinguished permanently.

Subsection F. Prohibitions Against Transfer.

1. Generally. No person or entity holding a Short-Term Rental Unit Operating Permit shall sell, lend, lease, or in any manner transfer the permit for value.
2. Type 1 and Type 2 Short-Term Rental Unit Operating Permits. The permission to operate a Short-Term Rental Unit under a Type 1 or Type 2 Short-Term Rental Unit Operating Permit shall be personal and limited to the Operator(s) or, if different, the Owner(s) to whom the City issued the permit. A Type 1 and/or Type 2 Short-Term Rental Unit Operating Permit shall terminate immediately upon the transfer of the property covered by the permit, whether such transfer is by deed, by law, or otherwise.
 - a. Transfers Invalid. Any unauthorized transfer or attempt to transfer a Short-Term Rental Unit Operating Permit shall automatically void such permit. Persons violating this provision, including both the transferor and transferee, may be subject to a citation and fine. Each unauthorized transfer or attempt to transfer of a Short-Term Rental Unit Operating Permit shall constitute a separate violation, and the penalty for such violation is fifty dollars (\$50.00) per day.

Subsection G. No Vested Rights.

Except in instances where constitutional principles or binding state or federal laws otherwise provide, the provisions of this section and any ordinances or other measures concerning Short-Term Rental Units are not a grant of vested rights to continue as a Short-Term Rental Unit indefinitely. Any Short-Term Rental Unit use and permits for Short-Term Rental Units are subject to the provisions of other ordinances, resolutions, or other City measures concerning Short-Term Rental Units that may be enacted or adopted at a later date, even though such ordinances, resolutions, or other city measures may change the terms, conditions, allowance, or duration for Short-Term Rental Unit use, including but not limited to those that may terminate some or all Short-Term Rental Unit uses, with or without some period of amortization. While this recitation concerning vested rights is implicit in any uses permitted by the City, this explicit recitation is set forth to avoid any uncertainty or confusion.

Subsection H. Compliance with Laws; Complaints; Remedies; and Permit Revocation.

1. Compliance with City and State Laws. It shall be unlawful to operate a Short-Term Rental Unit that does not comply with all applicable city and state laws.
2. Operation without Permit. Any Short-Term Rental Unit operating or advertising for operation without a valid Short-Term Rental Unit Operating Permit shall be deemed a public safety hazard. The City may issue and the Operator or, if different, the Owner or the Local Contact Person may receive a civil citation for operating or advertising for operation without a Short-Term Rental Unit Operating Permit, and the penalty for such violation is fifty dollars (\$50.00) per day.

3. Public Nuisance. It is unlawful and a violation of this section and is hereby declared a public nuisance for any person to commit, cause, or maintain a violation of any provision or to fail to comply with any of the requirements of this section. The operation or maintenance of a Short-Term Rental Unit in violation of this section or any other City ordinance may be abated or summarily abated by the City in any manner authorized by the Bartlett Code of Ordinances or otherwise provided by law for the abatement of public nuisances. The City may issue and the Operator or, if different, the Owner, the occupants, or the Local Contact Person may receive a civil citation for any violation of this section or any other City ordinance by the Operator or, if different, the Owner, the Local Contact Person, or the occupants of the Short-Term Rental Unit, and the penalty for such violation is fifty dollars (\$50.00) per day.
4. Complaints. If a complaint is filed with the City of Bartlett alleging that the Operator or, if different, the Owner has violated the provisions of this section, the Code Official shall provide written notification of the complaint by regular mail to the Operator or, if different, the Owner at the Operator or Owner's address listed on the application, and the Code Official shall investigate the complaint. Within twenty (20) days of the date that the notification was sent to the Operator or Owner, the Operator or, if different, the Owner may respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Code Official, after reviewing all relevant material and inspecting the Short-Term Rental Unit, should the Code Official determine that such inspection is helpful to the investigation, finds the complaint to be supported by a preponderance of the evidence, the Code Official may suspend or revoke the Short-Term Rental Unit Operating Permit or take or cause to be taken other enforcement action as provided in the Bartlett Code of Ordinances. Any false complaint made against a Short-Term Rental Operator or Owner is punishable as perjury under Title 39, Chapter 16, Section 702 of the Tennessee Code Annotated.
5. Revocation of Permit. The Code Official may revoke a Short-Term Rental Unit Operating Permit if the Code Official discovers that (i) an applicant obtained the Short-Term Rental Unit Operating Permit by knowingly providing false information on the application; (ii) the continuation of the Short-Term Rental Unit presents a threat to public health or safety; (iii) the Operator or, if different, the Owner or Short-Term Rental Unit violates regulations of this section or any other City ordinance; (iv) the Operator or, if different, the Owner operated a Short-Term Rental Unit without a Short-Term Rental Unit Operating Permit or (v) the Short-Term Rental Unit has been in violation of a generally applicable local law three (3) or more separate times, and no appeal rights remain for any of the three (3) violations. Should the Short-Term Rental Unit Operating Permit be revoked, in addition to any other penalty, there shall be a one-year waiting period from the date of revocation for the property to become eligible again for a Short-Term Rental Unit Operating Permit. Upon reapplication, the Operator or, if different, the Owner must pay the full permit fee.
6. Appeal of Suspension or Revocation. If a Short-Term Rental Unit Operating Permit is suspended or revoked, the Code Official shall state the specific reason(s) for the suspension or revocation. Any Operator or, if different, any Owner whose Short-Term Rental Unit Operating Permit has been suspended or revoked may appeal such

suspension or revocation by submitting a written request to the Bartlett Code Enforcement Office for a hearing before the Code Appeals Board within twenty (20) days of receiving the notice of suspension or revocation. A hearing date will be set within twenty (20) days of the filing of an appeal. All hearings before the Code Appeals Board shall be open to the public. The appellant, the appellant's representative, the Code Official or his/her designee, and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds (2/3) of the Board membership. The Code Appeals Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision, or determination as ought to be made. The decision of the Code Appeals Board shall be the final administrative decision and shall be subject only to judicial review in the Circuit or Chancery Court pursuant to state law. In addition to any other penalty imposed, if the decision of the Code Appeals Board to revoke a Short-Term Rental Unit Operating Permit is upheld, the Operator or, if different, the Owner must wait one (1) year before reapplying for a new Short-Term Rental Unit Operating Permit. Upon reapplication, the Operator or, if different, the Owner must pay the full permit fee.

7. City Shall Not Enforce Private Agreements. The City of Bartlett shall not have any obligation or be responsible for making a determination regarding whether the issuance of a Short-Term Rental Unit Operating Permit or the use of a dwelling as a Short-Term Rental Unit is permitted under any private agreements or any covenants, codes, conditions, and restrictions, or any of the regulations or rules of a homeowners' association or maintenance organization, Condominium Agreement, mortgage agreement, insurance contract, or any other contract or agreement governing and limiting the use of the Short-Term Rental Unit, and the City shall have no enforcement obligations in connection with such private agreements or covenants, conditions and restrictions or such regulations or rules.

Subsection I. Operational Requirements.

1. Taxes. The City of Bartlett levies a privilege tax upon the privilege of occupancy in a Short-Term Rental Unit of each Transient Guest. Such tax is in the amount of five percent (5%) of the consideration charged by the Short-Term Rental Unit Property Operator or, if different, the Owner. Such tax is a privilege tax upon the Transient Guest occupying such Short-Term Rental Unit and is to be collected and enforced by the City as provided pursuant to the Bartlett Charter. Each Short-Term Rental Unit Operator or, if different, the Owner is responsible for collecting such tax from the Transient Guest(s) renting the Short-Term Rental Unit and paying all applicable taxes, including, but not limited to, the Occupancy Privilege Tax to the City of Bartlett, sales tax to the State of Tennessee, and gross receipts tax to the State of Tennessee. An Operator or, if different, the Owner shall be required to obtain a City of Bartlett and a Shelby County business license for the purposes of the gross receipts tax.
2. Advertising. It shall be unlawful to advertise any Short-Term Rental Unit without the Operating Permit number clearly displayed on the advertisement. For the purposes of this section, the terms "advertise," "advertising" or "advertisement" mean the act of

drawing the public's attention to a Short-Term Rental Unit in any forum, whether electronic or non-electronic, in order to promote the availability of the Short-Term Rental Unit.

3. Maximum Occupancy. The maximum occupancy of any Short-Term Rental Unit by Transient Guests shall not exceed ten (10) persons.
4. Term of Rental. Renting for an hourly rate, or for rental durations of less than twenty-four (24) consecutive hours, shall not be permitted.
5. Age Requirement. The principal renter (Transient Guest) of a Short-Term Rental Unit shall be at least twenty-one (21) years of age.
6. Signage. Signs or other displays on the property indicating that the dwelling unit is being utilized, in whole or in part, as a Short-Term Rental Unit, are prohibited.
7. Food Service. No food shall be prepared for or served to the Transient Guest(s) by the Operator or, if different, the Owner.
8. Contact Information Shall Be Posted. The name and telephone number of the Operator or, if different, the Owner or Local Contact Person shall be conspicuously posted within the Short-Term Rental Unit. The person listed on this posting shall answer calls twenty-four (24) hours per day, seven (7) days a week for the duration of each short-term rental period to address problems associated with the Short-Term Rental Unit.
9. Parking. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the use of the Short-Term Rental Unit.
10. Compliance with Bartlett City Code. The Operator or, if different, the Owner must ensure that the use of the Short-Term Rental Unit is in compliance with the applicable noise, nuisance, parking, trash, and public decency provisions of the Bartlett City Code. A prohibition against making loud noise in such a manner as to disturb the quiet, comfort or repose of neighboring property owners must be included in the short-term rental rules. All outdoor activities producing noise discernible from a neighboring property shall cease between the hours of 10:00 p.m. to 7:00 a.m. These requirements must be included in the short-term rental rules.
11. Simultaneous Rentals Prohibited. A Short-Term Rental Unit may only be rented as a whole unit to one party of short-term Transient Guests at any one time. Separate rooms may not be rented to separate parties of Transient Guests.
12. Rules for Transient Guests. The Operator or, if different, the Owner must provide the Transient Guest(s) renting the Short-Term Rental Unit with a written list of rules applicable to the short-term rental, and the Rental Agreement must contain a written acknowledgment by the Transient Guest(s) of their agreement to comply with such rules.

Subsection J. Severability.

The Board of Mayor and Aldermen for the City of Bartlett hereby declares that, should any section, paragraph, sentence, phrase, term or word of this Ordinance be declared for any reason to be invalid, it is the intent of the Board that it would have adopted all other portions of this Ordinance independent of the elimination of any such portion as may be declared invalid. If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance for any reason should 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. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: June 12, 2018

SECOND READING: June 26, 2018

THIRD READING: July 10, 2018

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

A. Keith McDonald
Mayor

ATTEST: _____

Stefanie McGee
City Clerk

HISTORY:

06/12/18 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 06/26/18

Planning Director Kim Taylor explained that this ordinance will regulate short-term rental properties. Its intent is to establish a permitting process to allow for short-term rentals, while maintaining residential character in the City's neighborhoods.

This ordinance will allow the City to assess and collect occupancy taxes on these properties.

Ms. Taylor stated there will be two types of permits for short-term rental properties. Permit 1 will allow new short-term rentals in all residential zoning districts. Permit 2 will allow the continued use of such properties that were established prior to July 10, 2018, including in Agriculture and Office Zoning Districts. Permits, which will be renewed annually, will have an initial fee of \$75, and a renewal fee of \$50. Upon renewal of the permit, Code Enforcement, which will manage the permits, will be able to inspect the premises to insure all applicable laws, ordinances, and regulations are being followed, and codes complied with.

Applicants must prove that the past six months of property taxes have been paid for the property, plus provide proof of property insurance.

This ordinance also provides for a complaint-filing process and a permit revocation process.

Alderman Simmons asked how this ordinance applies to current renters with a one-year lease. Mayor McDonald explained that it does not apply; this ordinance is strictly for short-term rentals of 30 days or less.

Alderman Parsons asked about inspections. City Attorney Ed McKenney explained that Code Enforcement can inspect the premises for working safety equipment, such as carbon monoxide and smoke detectors, plus fire extinguishers. Alderman Parsons asked if inspections can take place any time. Mr. McKenney stated that inspections can occur during permit renewal and if there is sufficient cause to warrant one.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Proposal for citywide pest control services.

On May 15, 2018 an ad was placed in *The Daily News*. On Friday, May 25, 2018 the City of Bartlett held a mandatory pre-proposal meeting at City Hall. Six contractors attended the meeting for questions and clarification of city requirements. On June 8, 2018 the City received three proposals. The proposals were independently scored by three City employees. Composite scores are listed in the table below and were used to make this recommendation to the Board of Mayor and Aldermen.

Bids were received from the following companies:

Company	Composite score
Nu Era pest control	65.0
Orkin pest control	26.0
Proven pest control	48.67

We recommend the proposal be awarded to **NU ERA PEST CONTROL** with an overall composite score of 65.0. The contract will be for an initial one-year term through June 30, 2019 with an option to renew for two additional one-year periods of July through June with the same terms and conditions. Renewals are contingent upon agreement of both parties.

Funds are available in various building maintenance departmental accounts.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Proposal for yearly uniform service.

On May, 2 2018 an ad was placed in *The Daily News*. On May 16, 2018 the City of Bartlett received two proposals, which were opened at City Hall.

Proposals were received from the following companies:

UniFirst	
Cintas	

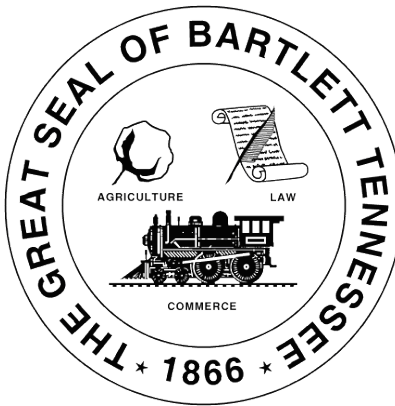
We recommend the proposal be awarded to UniFirst.

Thank you for your consideration.

CITY OF BARTLETT

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

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



REQUEST FOR PROPOSAL

RFP # FY2018-05-060

DUE: May 16, 2018, no later than 4:00 p.m. (CST)

EMPLOYEE WORK UNIFORM SERVICE

Public Works

The City of Bartlett is soliciting written proposals, on a competitive basis from qualified companies or professionals to furnish and deliver clean employee work uniforms for various divisions of Public Works as per the written specifications.

Attachment: Public Works Uniform Service proposals (2361 : Uniform Service)

Employee Work Uniform Service

RFP: FY2018-05-060

DUE: May 16, 2018, 4:00 PM

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Employee Work Uniform Service

RFP: FY2018-05-060

DUE: May 16, 2018, 4:00 PM

I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from interested and qualified firms to furnish and deliver clean employee work uniforms for various divisions of Public Works as described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with City of Bartlett for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM CONTRACTOR REQUIREMENTS

All Proposers/Contractors must:

1. Have a least (3) years of previous experience in furnishing and delivering clean work uniforms.
2. Document experience in providing services to organizations of similar size.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. Have sufficient, competent and skilled staff to perform the Services as required.
5. Be an equal employment opportunity employer and abide by Title VI guidelines.
6. Provide proof of current insurance requirements (**MANDATORY**).
7. Sign and enclose the Public Acts 109 Form.(Exhibit D)
8. Current year, signed W-9 form.

III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross, **in writing**, at dcairncross@cityofbartlett.org or at City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, ALL QUESTIONS WILL BE ACCEPTED IN WRITTEN FORM ONLY, BY EMAIL OR MAILED. The deadline for submitting questions will be April 23, 2018 by 12:00 p.m. (CST).*** Questions and answers of significance will be posted on the City website. These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Employee Work Uniform Service

RFP: FY2018-05-060

DUE: May 16, 2018, 4:00 PM

IV. PROPOSAL SCHEDULE

All proposals (**one (1) original copy (clearly identified as original) and four (4) copies**) must be received at the address listed above no later than **May 16, 2018 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The City of Bartlett, Tennessee is issuing this RFP on April 5, 2018
- Deadline to submit additional written questions – Contractors may submit written questions via email as to the intent or clarity of this RFP until noon on April 23, 2018. Responses will be given within 24 hours or no later than noon August 24, 2018.
- Submission of Proposal – **All Proposals Must Be Received For Review And Evaluation No Later Than Friday, May 16, 2018 At 4:00 P.M. CST.** Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – Immediately upon the execution of the signed contract.

The City may reproduce any of the Contractor's proposal and supporting documents for internal use or for any other purpose required by law.

V. PROPOSAL CONDITIONS

- A. **Contingencies** - This RFP does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers, in writing, if the all proposals are rejected.
- B. **Modifications** - The City reserves the right to issue addenda or amendments to this proposal.
- C. **Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Contractor's responsibility to ensure that its proposals arrive on or before the specified time.
- D. **Incurred Costs** - This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Contractor's responsibility.
- E. **Final Authority** – The final authority to award a contract rests solely with the City of Bartlett Finance/Purchasing Department and the Mayor's approval.

Employee Work Uniform Service

RFP: FY2018-05-060

DUE: May 16, 2018, 4:00 PM

VI. GENERAL REQUIREMENTS

- A. Background** - City of Bartlett Public Works has multiple locations, including the Public Works complex, Grounds Maintenance, Solid Waste Division and the Animal Shelter with approximately 115 employees in this program.
- B. Project Time Frame** - The initial contract term will begin immediately upon execution of the contract through June 30, 2020 with the option to renew for three (3) additional one year periods beginning July through June with the same terms and conditions, and ending June 30, 2023. Renewals are contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.
- C. Reservation of Rights** -The City reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.
- D. Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

The City of Bartlett is seeking to establish a service agreement with the best qualified company that can provide and perform the Services including providing and fitting the uniforms for approximately 115 employees, providing the floor mats, laundry and delivery as scheduled at the locations throughout the City of Bartlett that is cost-effective and practical for the term of the Contract.

- A. Services required-** All uniforms must be new at the beginning of the contract.
- All garments must be first quality, wrinkle free and cleaned of excessive stains upon weekly delivery.
 - Damaged or worn garments must be replaced with new garments at no additional charge.
 - Uniform damages (torn pockets, patches, buttons, stains, etc.) should be repaired or replaced with new garments; no reissued or previously used garments, at no cost to the City or its employees unless damaged purposely or beyond scope of employee's duties.
 - Initial garment fittings that need adjustments must be provided at no charge for the first 30 days of the contract.
 - Employee shall be allowed one size change per year at no charge.

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- All requests for repairs, replacements, new additions or changes to the products covered in this contract shall be completed within one week from date of request.
 - Five (5) changes of uniforms per week will be furnished for approximately 115 employees. This will consist of eleven (11) uniforms per employee so as to enable a pick-up of five (5) uniforms for laundering, a delivery of five (5) uniforms and one (1) being worn. *The exception to this is the Fleet Services Division which will require a total of twelve (12) uniforms to be provided.*
 - A set of uniforms will consist of short sleeve shirts, long sleeve shirts, and pants, 1 jacket
 - Floor mats will be furnished at specified locations as requested.
 - Soiled uniforms and floor mats will be picked up and clean uniforms and floor mats delivered on the same day each week (both the City and awarded contractor will agree upon the day).
 - The awarded contractor shall have a local laundry and processing facility within 50 miles of the City of Bartlett. **The awarded contractor must provide the City with a written inventory of the uniforms delivered and picked up that week before leaving that location.**
 - The delivery sites are as follows:
 - Public Works Complex 3583 and 3587 Altruria Road
 - Grounds Maintenance 7662 Highway 70
 - Solid Waste Division 5250 Shelter Run Lane
 - Animal Shelter 5220 Shelter Run Lane
 - The quantities of uniforms may change during the period of the contract term awarded by the City. **Note: The quantities shown are not guaranteed and may exceed or be less than what is indicated herein.**
 - Other departments within the City of Bartlett may become a party to this contract at any time during the life of the contract. Payment will be made monthly after the company has rendered a proper account of items delivered during the period involved.
- B. Initial Delivery** - The awarded contractor is to begin delivery of uniforms no later than July 1, 2018. The City of Bartlett and the awarded contractor will mutually agree upon a regular weekly collection schedule.
- C. Itemized Uniforms by Department and Division** – Five (5) changes of uniforms per week will be furnished for approximately 115 employees. This will consist of eleven (11) uniforms (set) per employee so as to enable a pick-up of five (5) uniforms for laundering, a delivery of five (5) uniforms and one (1) being worn. The exception to this is the Fleet Services Division which will require a total of twelve (12) uniforms (set) to be provided. A set of uniforms will consist of 11 short sleeve shirts, 11 long sleeve shirts, 11 pants, and 1 jacket. Floor mats will be furnished at specified locations as requested.

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1. Fleet Services Division
 - One (1) set - Khaki pants only
 - Eleven (11) sets – Light Gray shirts, Charcoal Gray pants (**100% cotton**)
 - Eleven (11) Jackets, Charcoal Gray
 - Six (6) Floor Mats
2. Water/Wastewater Division
 - One (1) set - Khaki pants only
 - Five (5) sets – White shirts, Navy Blue pants
 - Fifteen (15) sets – Light Blue shirts, Navy Blue pants
 - Twenty (20) Jackets, Navy Blue
3. Grounds Maintenance Division
 - One (1) set - Khaki pants only
 - Six (6) sets – White shirts, Dark Green pants
 - Seven (7) sets – Light Green shirts, Dark Green pants
 - Thirteen (13) Jackets, Dark Green
 - Two (2) Floor Mats
4. General Maintenance Division
 - Four (4) sets – White Shirts, Khaki pants
 - Fourteen (14) sets – Khaki shirts, Khaki pants
 - Eighteen (18) Jackets, Dark Brown
 - Three (3) Floor Mats
5. General Services Division
 - Three (3) sets -Khaki pants only
 - Three (3) Jackets, Dark Brown
6. Animal Control Division
 - Nine (9) sets – Black pants only
 - Nine (9) Jackets, Black
 - Three (3) Floor Mats
7. Solid Waste Division
 - One (1) set - Khaki pants only
 - Four (4) sets – White shirts, Dark Green pants
 - Thirty-five (35) sets – Khaki shirts, Dark Green pants
 - Thirty-nine (39) Jackets, Dark Green
 - Six (6) Floor Mats

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D. **Uniform Specifications** – These detailed specifications must be met or exceeded by the awarded contractor. Exceptions must be noted and explained in the response documents. Manufacture as follows:

1. **Pants:** 8.25 ounce, twill 65/35 polyester/combed cotton fabric, bartacked at all points of strain, double stitches in seat seams. Deep reinforced pockets, double line stitched at bottom. **A Choice of regular cut, full cut, dungaree or jean style pants will be provided to each employee.**

The awarded contractor shall provide pant length changes for summer and winter (date to be determined by City representative) for the Meter Readers in the Water/Wastewater Division only.

2. **Shirts:** 4.25-ounce, 65/35 poly cotton blend with six buttons on front, gripper at neck, two (2) pockets and stitched down the front facing. Shirt is to be full cut and bar-tacked at the stress points. The awarded contractor will need to provide 11 short sleeve shirts and 11 long sleeve shirts per employee, except Fleet, which will require twelve (12) sets per employee.
3. **Jacket:** 7.5 ounce, 65/35 poly cotton blend, fully lined with a zip front. Contractor will provide a jacket for each employee. The jacket will also have a name patch and the seal of Bartlett.
4. **Sewn-in Patches** - The awarded contractor is to sew a cloth patch to each shirt above the right pocket, furnished and included with the cost of the uniform. The patch should bear the first name of the wearer, be rectangle in shape, approximately 1 1/2" high; use capital letters of approximately 3/8". The lettering and edge are to be as follows:
 - Dark Brown for the General Maintenance Division
 - Blue for Water/Wastewater Division
 - Dark Green for the Grounds Maintenance Division and Solid Waste Division
 - Black for the Fleet Services Division

Note: The patch should be either embroidered or screened on a white field (final color and design to be approved in writing by the City of Bartlett).

- Awarded contractor is to sew a cloth patch to each shirt above the left pocket. This patch will be the Seal of Bartlett – a sample seal will be provided – 3" in diameter, same color as above name patch (final color and design to be approved in writing by the City of Bartlett).

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VIII. CONTRACT REQUIREMENTS

The successful Proposer/Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the City shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the City. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City ; that the Contractor has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Contractor for services performed shall be on the Contractor's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal

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activity pertaining to bidding and governmental contracting. (b)The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Contractor covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Contractor also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

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8. Employment Of City Workers. The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 (b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Bartlett, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Bartlett, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

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12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

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18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Contractor, Contractor understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
21. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
22. Warranty. Contractor warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

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23. Rights in Data. The City of Bartlett shall become the owner, and the Contractor shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- (b) Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided. (c) The City has no obligation to provide legal counsel or defense to the Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor as a result of or relating to obligations under this Contract.
- (d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.
- (e) Contractor shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Contractor or its sub-Contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
- (f) *The Contractor shall immediately notify City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverage provided. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.*

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2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:

Contractor shall maintain coverage with limits no less than:

- *Commercial General Liability and Professional Liability Insurance* – \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage
 - g) Personal Injury
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Pollution coverage is to be included. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- *Employee Dishonesty Coverage* –Coverage for contractor and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

All insurance policies maintained by the Proposer/Contractor shall provide that insurance as applying to City of Bartlett shall be primary and non-contributing irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf.

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C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to enter Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. Note: A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on May 16, 2018, at City of Bartlett, Attn: Mayor A. Keith McDonald, 6400 Stage Road, Bartlett, TN 38134.**
5. Proposer/Contractor agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may

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disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original copy (clearly identified as original) and four (4) copies of the proposal are required. The package containing the original must be sealed and marked with the Proposer's name and **"EMPLOYEE WORK UNIFORM SERVICE, RFP #FY2018-05-060" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements
 - b. Detail of how the respondent is qualified to provide the services required
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
 - d. Include all Exhibits, including the signed and notarized Public Acts form (Exhibit D)
2. Cost and Fees (***Include the Pricing Sheet, Exhibit A in your proposal packet in a separate sealed envelope.***)
 - a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
 - b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.

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3. References

- a. Must include at least three (3) **other** clients for whom the Proposer has provided equal services. This reference must be of similar sized municipalities.
- b. References must list the business name, a contact person with email address phone number. **(Include the Reference Sheet, Exhibit C)**

X. PROPOSAL EVALUATION AND AWARD**A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Contractors must meet the Minimum Proposer/Contractor Requirements outlined in Section II of this RFP.
 - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
 - Cost to the City of Bartlett as outlined in the budget estimate.
 - Time frame for completion.
2. Selection will be based on determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFP and not solely on price.
3. Oral Presentation - The City of Bartlett may require an oral presentation from, any Contractor for clarification of information set forth in the response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee.

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B. Award of Contract

Contractors are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Alderman.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

End of RFP Requirements

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EXHIBIT A**PRICING SHEETS****(Must be in separate sealed envelope within the response packet)**

Item	Cost
Uniform Cost – Per Person Per Week	
Khaki Pants Only	\$
Full Uniform Set with Regular Pants	\$
Full Uniform Set with Dungaree style Pants	\$
Full Uniform Set with Regular Pants, Cotton	\$
Floor Mat, 3'-0" x 5'-0", each	\$
Replacement Cost	
Pants – Regular	\$
Pants – Dungaree style	\$
Shirt, Short Sleeve	\$
Shirt, Long Sleeve	\$
Jacket	\$
Mat	\$
Additional Charges	
Additional Size Change, per item (see note)	\$
Note: Only one size change per employee per year allowed at no cost	
Miscellaneous	
Any additional charges for new hire or	\$
Department transfer	

Signatures on Pricing Sheet, page 2.

Initials, page 1

Attachment: Public Works Uniform Service proposals (2361 : Uniform Service)

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PRICING SHEET, page 2

CONTRACTOR/NAME OF FIRM

EMAIL

ADDRESS

PHONE

AUTHORIZED REPRESENTATIVE
(Signature – Required)

EMAIL
(Print)

AUTHORIZED REPRESENTATIVE
(Print name)

DATE

Attachment: Public Works Uniform Service proposals (2361 : Uniform Service)

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EXHIBIT B

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, _____ for and on
(Printed name of Principal Officer of Company)

behalf of _____,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Signature

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

Attachment: Public Works Uniform Service proposals (2361 : Uniform Service)

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EXHIBIT C

REFERENCES:

Company Name (Proposer/Contractor)

References for three similar-sized municipalities:

1. Company/Reference Name: _____

Project Name and Type of Equipment Installed:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Company/Reference Name: _____

Project Name and Type of Equipment Installed:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Company/Reference Name: _____

Project Name and Type of Equipment Installed

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Note: This Qualifications & References sheet must be returned with the Proposal.

Employee Work Uniform Service

RFP: FY2018-05-060

DUE: May 16, 2018, 4:00 PM

EXHIBIT D

PUBLIC ACTS 109 **(Iran Divestment Act)**

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

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

Company Name (Proposer/Contractor)

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.

Attachment: Public Works Uniform Service proposals (2361 : Uniform Service)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for annual lawn treatment services.

On May 8, 2018 an ad was placed in *The Daily News*. On May 22, 2018 the City of Bartlett received two of bids, which were opened at City Hall.

Bids were received from the following companies:

Herbi System's	
Turf Doctor's	

We recommend the bid be awarded to Herbi System's.

This is an annual bid item for Lawn Treatment for Grounds Maintenance.

Thank you for your consideration.

BID PRICING SHEET
 (Original and two copies)
 DUE: May 24, 2018, 2:00 PM

	Vendor # 1 <i>P/acts</i> <i>(Turf)</i> <i>DOCTORS</i>	Vendor # 2 <i>P/acts</i> <i>(Herbie)</i> <i>SYSTEMS</i>
LOCATION	COST PER APPLICATION	COST PER APPLICATION
Road Shoulders	\$ 5,000	\$ 2,398. ⁸⁸
Medians	\$ 5,000	\$ 3,355. ⁶⁰
Gateways	\$ 1,500	\$ 165. ⁰⁰
Public Works Office	\$ 1,000	\$ 330. ⁷⁵
Bartlett Recycling Center (Stage)	\$ 800	\$ 60. ⁰⁰
Billy Maher & Memphis-Arlington Intersection	\$ 400	\$ 332. ⁰⁰
Water Towers	\$ 1,000	\$ 471. ⁰⁰
Drainage Ditch slopes	\$ 2,100	\$ 2,548. ⁴⁰
Water Basins	\$ 12,000	\$ 4,464. ⁹⁰
Kirby Lakes Property	\$ 1,500	\$ 676. ⁰⁰
Bartlett Pointe Property	\$ 160	\$ 75. ⁰⁰
Sidewalk Areas	\$ 1,600	\$ 411. ⁶⁰
Corners	\$ 700	\$ 430. ²³
City Hall Pond (Aquatic)	\$ 740	\$ 118. ⁹⁴
Kirby Lakes (Aquatic)	\$ 2,000	\$ 373. ⁸⁸
Tree and Shrub Spraying	\$ 1,500	\$ 2,648. ⁰⁵

TOTALS

\$ 37,000 18,860.²³

Accepted
Chang
 Packet Pg. 53



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for paving several park walking trails.

On May 1, 2018, an ad was placed in The *Daily News*. On June 7, 2018, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Gibson Paving	\$300,580.00
Cantrell Construction	\$345,250.00

We recommend the bid be awarded to Gibson Paving for a total price of \$300,580.00.

Funds are available in Accounts 311.48311.785.51418 and 110.43300.348.

Thank you for your consideration.

BID RESPONSE SHEET

FY2018-05-018 ASPHALT PAVING-VARIOUS WALKING PATHS

DUE 06/07/18 AT 2:00 P.M.

Company/Bidder								if yes check	if yes check	Public Acts
	Area 1 Cost	Area 2 Cost	Area 3 Cost	Area 4 Cost	Area 5 Cost	Area 6 Cost	Area 7 Cost	Total Cost	Bid Bond	
CANTRELL CONSTRUCTION	26,950.00	85,200.00	74,500.00	5,400.00	83,700.00	61,500.00	8,000.00	345,250.00	✓	✓
GIBSON PAVING*	20,500.00	80,640.00	64,340.00	6,000.00	72,630.00	49,470.00	7,000.00	300,580.00	✓	✓
*Apparent Low bidder pending review										

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

BID PRICING SHEET

(One original, clearly marked, and two copies of all required forms)

State the price to complete the ASPHALT PAVING - VARIOUS WALKING PATHS - Parks and Recreation and Public Works Parks. Note: "Total Bid" shall include all materials, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance.

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 1 – Byrd Park, Bartlett, TN				
1	Asphalt Paving, approximately 1,100' x 8' as outlined on aerial	LF	1,100	\$12.50	\$13,750.00
2	Crack Sealing	LF	1,000	\$3.00	\$3,000.00
3	CR610	TON	25	\$150.00	\$3,750.00
Total Bid for Byrd Park					\$20,500.00
Total Bid for Area 1 – Byrd Park in words:					
Twenty thousand five hundred dollars					

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 2 – Kirby Lake, Bartlett, TN				
1	Asphalt Paving, approximately 4,800' around perimeter of park	LF	4,800	\$11.80	\$56,640.00
2	Crack Sealing	LF	4,000	\$2.50	\$10,000.00
3	CR610	TON	100	\$140.00	\$14,000.00
Total Bid for Kirby Lake					\$80,640.00
Total Bid for Area 2 – Kirby Lake in words:					
Eighty thousand six hundred and forty dollars					

BPS-1

Attachment: FY2018-05-059 ASPHALT PAVING-VARIOUS WALKING PATHS bid response sheet (2363 : Asphalt Paving - Various Walking Paths)

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Bid Pricing Sheet (cont.)

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 3 – Yale Road Park, Bartlett, TN				
1	Asphalt Paving, approximately 3,300' x 8' around perimeter of park	LF	3,300	\$12.60	\$41,580.00
2	Asphalt Paving, approximately 300' x 11' around play area	LF	300	\$16.20	\$4,860.00
3	Crack Sealing	LF	2,700	\$3.00	\$8,100.00
4	CR610	TON	70	\$140.00	\$9,800.00
Total Bid for Yale Road Park					\$64,340.00
Total Bid for Area 3 – Yale Road Park in words:					
Sixty four thousand three hundred and forty dollars					

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 4 – Davies Park, Bartlett, TN				
1	Asphalt Paving, approximately 300' x 8' across the dam	LF	300	\$18.00	\$5,400.00
2	Crack Sealing	LF	150	\$4.00	\$600.00
3	CR610	TON	0		\$6,000.00
Total Bid for Davies Park					
Total Bid for Area 4 – Davies Park in words:					
Six thousand dollars					

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Bid Pricing Sheet (cont.)

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 5 – Appling Park East by Appling Middle School, Bartlett, TN				
1	Asphalt Paving, approximately 4,600' x 8' around perimeter of recreation center, school and ballfields	LF	4,600	\$11.80	\$54,280.00
2	Asphalt Paving, approximately 700' x 6' on south side of ballfields	LF	700	\$13.00	\$9,100.00
3	Crack Sealing	LF	3,700	\$2.50	\$9,250.00
4	CR610	TON	0	0	0
Total Bid for Appling Park East					\$72,630.00
Total Bid for Area 5 – Appling Park East in words:					
Seventy-two thousand six hundred and thirty dollars					

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 6 – Appling Park West by performing arts and lake, Bartlett, TN				
1	Asphalt Paving, approximately 3,300' around perimeter of lake	LF	3,300	\$12.70	\$41,910.00
2	Crack Sealing	LF	2,700	\$2.80	\$7,560.00
3	CR610	TON	0		\$49,470.00
Total Bid for Appling Park West					
Total Bid for Area 6 – Appling Park West in words:					
Forty-nine thousand four hundred and seventy dollars					

BPS-3

Attachment: FY2018-05-059 ASPHALT PAVING-VARIOUS WALKING PATHS bid response sheet (2363 : Asphalt Paving - Various Walking Paths)

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Bid Pricing Sheet (cont.)

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 7 – Greenleaf Cove Trail, Bartlett, TN				
1	Asphalt Paving, approximately 300' x 8'	LF	300	\$20.00	\$6,000.00
2	Crack Sealing	LF	250	\$4.00	\$1,000.00
3	CR610	TON	0	0	0
Total Bid for Green Leaf Cove Trail					\$7,000.00
Total Bid for Area 2 – Green Leaf Cove Trail in words: Seven thousand dollars					

Total Cost for Area 1 – Byrd Park	\$20,500.00
Total Cost for Area 2 – Kirby Lake	\$80,640.00
Total Cost for Area 3 – Yale Road Park	\$64,340.00
Total Cost for Area 4 – Davies Park	\$6,000.00
Total Cost for Area 5 – Appling Park East	\$72,630.00
Total Cost for Area 6 – Appling Park West	\$49,740.00
Total Cost for Area 7 – Greenleaf Cove Trail	\$7,000.00
TOTAL PROJECT COST	\$ 300,850.00
Total Project Cost in words: Three hundred thousand eight hundred and fifty dollars	

Signatures on next page

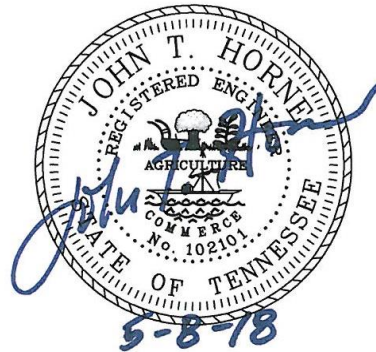
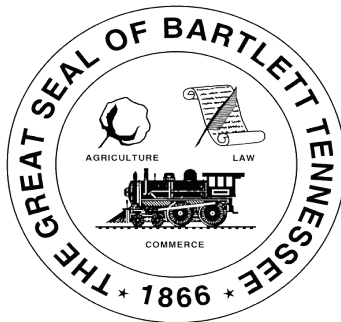
BPS-4

Attachment: FY2018-05-059 ASPHALT PAVING-VARIOUS WALKING PATHS bid response sheet (2363 : Asphalt Paving - Various Walking Paths)

CITY OF BARTLETT

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

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director
Bill Yearwood, Public Works Director**



REQUEST FOR SEALED BIDS

FY2018-05-059

DUE: Thursday June 7, 2018 no later than 2:00 p.m. (CST)

ASPHALT PAVING - VARIOUS WALKING PATHS 2018

PARKS AND RECREATION AND PUBLIC WORKS

The City of Bartlett is seeking bids to complete Asphalt Paving, and repair of small areas as needed at various walking paths in specified parks in accordance to the following bid specifications.

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

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ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **June 7, 2018**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS 2018**" 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.

Bid Booklet and related documents can be downloaded at www.cityofbartlett.org. Once these documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Bid Document Received Form, and **email** it to City of Bartlett Engineering Department: Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org. This document must be received by Dena no later than 5:00PM CST on May 31, 2018. Failure to submit this form may disqualify you as a bidder.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to Erin Campbell, P. E. at ecampbell@cityofbartlett.org. These questions must be received by Erin no later than 5:00PM CST on May 31, 2018.

Please quote prices on the attached Bid Pricing 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

NB-1

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of asphalt paving of various walking paths, crack sealing of existing paths prior to paving, and repair of small areas as needed. In advance of contractor mobilization City of Bartlett (City) crews will cut back tree roots and patch any failures or “alligatoring” in the walking paths, as required. The areas included in this bid are Byrd Park, Kirby Lake, Yale Road Park, Davies Park, Appling Park East, Appling Park West, and Greenleaf Cove bridge trail.

These (7) sites will be awarded only as funding is available. The Contractor will be given Notice to Proceed (NTP) for the first area first. Once that area is completed, accepted, and final quantities tabulated*; then the City will issue NTP for the second area if funding is available. Each of the following phases may proceed in the same fashion only if funding is available.

*Contractor must submit CR610 receipts for each area prior to acceptance.

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 will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

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 and **must** have the following **marked on the outside:**

License: Name of Project – FY2018-05-059 Asphalt Paving - Various Walking Paths
 Date of Bid Opening: June 7, 2018 at 2:00 pm
 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.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

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. June 7, 2018** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

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.
- c. These (7) sites will be awarded only as funding is available. The Contractor will be given Notice to Proceed (NTP) for the first area fist. Once that area is completed, accepted, and final quantities tabulated*; then the City will issue NTP for the second area. Each of the following phases may proceed in the same fashion only if funding is available. (*Contractor must submit CR610 receipt for each area prior to acceptance.)

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.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

GENERAL CONDITIONS:

A. INSURANCE

- A.1 General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.
- A.2 In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.
- A.3 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.

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

B. SAFETY, PROTECTION, AND EMERGENCIES

- B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:
- a) The public and to vehicular and pedestrian traffic
 - b) All employees on the Work and other persons who may be affected thereby
 - c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
 - d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.
- B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

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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 thirty (30) days after Notice to Proceed is issued and all work is to be completed within ninety (90) days of notice to Proceed.

E. PERFORMANCE BOND

E.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.

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

E.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 are 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

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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.

F. INSPECTION AND TESTING OF MATERIALS

- F.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.
- F.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.

G. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- G.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".
- G.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- G.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.

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G.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;

G.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.

H. SUBSURFACE CONDITIONS FOUND DIFFERENT

H.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.

I. PAYMENTS TO CONTRACTOR

I.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.

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

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- I.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.
- I.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.

J. PAYMENTS BY CONTRACTOR

- J.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.

K. SUBCONTRACTING

- K.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.
- K.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.

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K.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.

K.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.

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

L. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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

M. UTILITIES

M.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.

N. DRUG PROGRAM

N.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:

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N.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.

N.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.

O. 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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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____.

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PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name _____

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.

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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

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Signature Page

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.*

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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? _____

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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**

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SPECIAL CONDITIONS

General Conditions

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499, for \$15 each.
2. This project will involve work on park property with park activities scheduled. Contractor shall coordinate work schedule with Bo Maharrey, (901) 734-8140, to ensure no conflicts occur.
3. Contractor shall be responsible daily for keeping a clean work area, promptly clean up any debris created from the demolition and keep the work site clear of any obstruction, especially along sidewalks and curbs. All debris shall be removed from the site daily.
4. Contractor shall be responsible for traffic control signage.
5. Contractor will crack seal all cracks prior to overlay as outlined by the inspector with crack seal material manufactured by Crafcro ROADSAVER 221-PN 34221 meeting ASTM 6690 Type 2 (D3405) or AASHO 324 or prior approved equal. All cracks ¼ inch to 1 ½ inch in size will be cleaned with air or pressure washed to remove dirt and vegetation and allowed to dry and then filled with the crack sealant. If cracks are larger than 1 ½ inch in size then the cracks will be cleaned and filled with asphalt sand mix to fill the large voids prior to overlay. Payment will be made on a Linear Foot basis
6. Contractor will install a 2 inch un-compacted surface of 411 E mix compacted to 1.5 inches plus or minus to all trails to a width outlined in each area description listed below. Payment will be made on a Linear foot basis as outlined by the width in the area descriptions.
7. The final retainage will not be released until a final approval has been sign off by the Department Director, all lien releases have been submitted and approved along with the final documents submitted and approved.
8. Attached behind the designated areas descriptions are maps showing the locations of the trails to be paved highlighted.
9. The City of Bartlett may choose to award any or all areas in any combination to the contractor subject to the available funding limitations. This award decision will be made once bids are received.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

These (7) sites will be awarded only as funding is available. The Contractor will be given Notice to Proceed (NTP) for the first area first. Once that area is completed, accepted, and final quantities tabulated*; then the City will issue NTP for the second area if funding is available. Each of the following phases may proceed in the same fashion only if funding is available. *Contractor must submit CR610 receipts for each area prior to acceptance.

10. Any damage to the trails resulting from construction activities of the contractor will be repaired by the contractor at no additional cost to the city.

Area Descriptions

Area 1: Byrd Park

The Byrd Park area will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 1,100 linear feet.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

Area 2: Kirby Lakes

The Kirby Whitten detention pond trails will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 4,800 linear feet.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

Area 3: Yale Road Park

The Yale Road Park trails will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 3,300 linear feet.

The Yale Road Park trails will also have 2 inch surface mix (411 E) applied across the 11 foot wide trail for 300 linear feet near the circular playground area.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Area 4: Davies Park

The Davies Park area will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 300 linear feet.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

Area 5: Appling Park East

The Appling Park East trails will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 4,600 linear feet.

The Appling Park East trails in the woods on the south end of the property will have 2 inch surface mix (411 E) applied across the 6 foot wide trail for 700 linear feet.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

Area 6: Appling Park West

The Appling Park West area will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 3,300 linear feet.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

Area 7: Greenleaf Cove Bridge Trail

The Greenleaf Cove Bridge Trail area will have 2 inch surface mix (411 E) applied across the 8 foot wide trail for 300 linear feet.

The contractor will crack seal all cracks as outlined in the general conditions above.

The contractor installing the asphalt surface will apply an even 2 inch surface compacted to 1.5 plus or minus inches over the trail.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS

Asphalt Paving will include all labor, materials and equipment to install walking paths as shown in the drawings. Minimum asphalt thickness for said paths shall be 2 inches. Path width varies as per the plans. Refer to City of Bartlett Technical Specifications section 1, ASPHALT.

Payment will be made at the unit price per LF of ASPHALT DRIVEWAY REPAIR-2" THICK, MINIMUM complete and in place. Any required Mobilization, Traffic Control, etc. shall be paid under this item.

CR-610 will include all labor, materials, and equipment required to excavate and dispose of existing material, install, and compact proposed CR-610 as per detail on Page SC-11.

Placement in other areas shall be allowed as directed by the City. Proper disposal, tip fees and transportation of unsuitable materials will be considered incidental to this item.

Materials shall consist of CR-610 crushed limestone.

Payment will be made at the unit price per TON of CR-610 approved, compacted and installed in place.

Crack Sealing will include all labor, materials, and equipment required to crack seal as directed by the project manager and not to exceed the LF shown in the Bid Tab. Placement in other areas shall be allowed as directed by the City. Materials shall consist of Crafcro ROADSAVER as per detail on page SC-12.

Payment will be made at the unit price per LF of crack seal, approved, and installed in place.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

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. Drug and Alcohol Affidavit—DAA-1
4. Suspension and Debarment Certification Form – DCF-1 to DCF-3
5. Non-Collusion Affidavit of Principal Bidder—NCA-1
6. Contract Monitoring –CM-1
7. Title VI Plan – Title Vi-1 to Title VI-2
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Past Project References of Similar Work
11. Signed W-9 form (must be current year)
12. Any Other requirements.....IMSA certification for signal projects

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

REMINDER:

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

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

BID PRICING SHEET

(One original, clearly marked, and two copies of all required forms)

State the price to complete the ASPHALT PAVING - VARIOUS WALKING PATHS - Parks and Recreation and Public Works Parks. **Note:** "Total Bid" shall include all materials, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance.

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 1 – Byrd Park, Bartlett, TN				
1	Asphalt Paving, approximately 1,100' x 8' as outlined on aerial	LF	1,100		
2	Crack Sealing	LF	1,000		
3	CR610	TON	25		
Total Bid for Byrd Park					
Total Bid for Area 1 – Byrd Park in words:					

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 2 – Kirby Lake, Bartlett, TN				
1	Asphalt Paving, approximately 4,800' around perimeter of park	LF	4,800		
2	Crack Sealing	LF	4,000		
3	CR610	TON	100		
Total Bid for Kirby Lake					
Total Bid for Area 2 – Kirby Lake in words:					

Attachment: FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS bid word (2363 : Asphalt Paving - Various Walking Paths)

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Bid Pricing Sheet (cont.)

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 3 – Yale Road Park, Bartlett, TN				
1	Asphalt Paving, approximately 3,300' x 8' around perimeter of park	LF	3,300		
2	Asphalt Paving, approximately 300' x 11' around play area	LF	300		
3	Crack Sealing	LF	2,700		
4	CR610	TON	70		
Total Bid for Yale Road Park					
Total Bid for Area 3 – Yale Road Park in words:					

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 4 – Davies Park, Bartlett, TN				
1	Asphalt Paving, approximately 300' x 8' across the dam	LF	300		
2	Crack Sealing	LF	150		
3	CR610	TON	0		
Total Bid for Davies Park					
Total Bid for Area 4 – Davies Park in words:					

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

Bid Pricing Sheet (cont.)

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 5 – Appling Park East by Appling Middle School, Bartlett, TN				
1	Asphalt Paving, approximately 4,600' x 8' around perimeter of recreation center, school and ballfields	LF	4,600		
2	Asphalt Paving, approximately 700' x 6' on south side of ballfields	LF	700		
3	Crack Sealing	LF	3,700		
4	CR610	TON	0		
Total Bid for Appling Park East					
Total Bid for Area 5 – Appling Park East in words:					

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 6 – Appling Park West by performing arts and lake, Bartlett, TN				
1	Asphalt Paving, approximately 3,300' around perimeter of lake	LF	3,300		
2	Crack Sealing	LF	2,700		
3	CR610	TON	0		
Total Bid for Appling Park West					
Total Bid for Area 6 – Appling Park West in words:					

Attachment: FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS bid word (2363 : Asphalt Paving - Various Walking Paths)

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Bid Pricing Sheet (cont.)

Item No.	Description	Unit	Qty.	Unit Cost	Total
	Area 7 – Greenleaf Cove Trail, Bartlett, TN				
1	Asphalt Paving, approximately 300' x 8'	LF	300		
2	Crack Sealing	LF	250		
3	CR610	TON	0		
Total Bid for Kirby Lake					
Total Bid for Area 2 – Kirby Lake in words:					

Total Cost for Area 1 – Byrd Park	
Total Cost for Area 2 – Kirby Lake	
Total Cost for Area 3 – Yale Road Park	
Total Cost for Area 4 – Davies Park	
Total Cost for Area 5 – Appling Park East	
Total Cost for Area 6 – Appling Park West	
Total Cost for Area 7 – Greenleaf Cove Trail	
TOTAL PROJECT COST	\$
Total Project Cost in words:	

Signatures on next page

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

Signature Page

Contractor

Phone

Authorized Representative (signature required)

E-mail Address

Print Name

Date

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

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.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

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.

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

NOTICE OF AWARD

To:

PROJECT Description: FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS - PARKS AND RECREATION AND PUBLIC WORKS PARKS 2018

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2018 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 _____, 2018.

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: _____

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

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:

ASPHALT PAVING - VARIOUS WALKING PATHS - PARKS AND RECREATION AND PUBLIC WORKS PARKS

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

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

PPB-1

Attachment: FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS bid word (2363 : Asphalt Paving - Various Walking Paths)

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

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:

Surety

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

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.

ASPHALT PAVING - VARIOUS WALKING PATHS
Parks And Recreation and Public Works Parks
Sealed Bid #: FY2018-05-059
Due Date: June 7, 2018

NOTICE TO PROCEED

TO:

PROJECT: FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS - PARKS AND RECREATION AND PUBLIC WORKS PARKS

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2018, on or before _____, 2018 and you are to complete the WORK within 60 (sixty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2018.

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: _____

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018 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 FY2018-05-059 ASPHALT PAVING - VARIOUS WALKING PATHS - PARKS AND RECREATION AND PUBLIC WORKS PARKS
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 **eighty (80)** 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

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

(M) DRAWINGS/SPECIFICATIONS prepared or issued City of Bartlett.

(N) ADDENDA:

NO. _____, Dated _____, 2018

NO. _____, Dated. _____, 2018

NO. _____, Dated. _____, 2018

NO. _____, Dated _____, 2018

NO. _____, Dated _____, 2018

NO. _____, Dated _____, 2018

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.
13. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
14. 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.

ASPHALT PAVING - VARIOUS WALKING PATHS
 Parks And Recreation and Public Works Parks
 Sealed Bid #: FY2018-05-059
 Due Date: June 7, 2018

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary, if required)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary, required)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for one fire pumper truck.

On May 3, 2018 an ad was placed in *The Daily News*. On June 7, 2018 the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Sunbelt Fire	\$524,297.00
NAFECO Fire	\$530,244.00
G & W/EVS	\$598,749.00

We recommend the bid be awarded to Sunbelt Fire for a total price of \$524,297.00.

Funds are available in Account 311.48311.785.25218.

Thank you for your consideration.

SCHEDULED

Department Head: Rick McClanahan

Bid for annual transportation projects.

A copy of the bid tabulation sheets are posted below.

BIDDER'S TABULATION SHEET
FY2018-05-066 ASPHALT PAVEMENT
DUE : May 31, 2018

OPTION 1: SPECIFICATIONS FOR FISCAL YEAR

	411 - D				307 - C					Milling (\$/ton)		Adjustment of Manholes (\$/EACH)	Line Total with estimated qtys	full year (surface, patch, milling only) with qtys
Bidder	In Place (\$/ton)		Picked up (\$/ton)		Patching (\$/ton)		In Place (\$/ton)		Patching, Subdivisions (\$/ton)					
estimated qty	12500		1200		5000		200			5000				
Lehman Roberts	\$90.90	\$1,136,250.00	\$59.50	\$71,400.00	\$145.00	\$725,000.00	\$119.00	\$23,800.00	\$145.00	\$35.00	\$175,000.00	\$100.00	\$2,131,450.00	\$2,036,250.00
Standard	\$90.75	\$1,134,375.00	\$56.00	\$67,200.00	\$152.00	\$760,000.00	\$108.00	\$21,600.00	\$165.00	\$34.00	\$170,000.00	\$105.00	\$2,153,175.00	\$2,064,375.00

OPTION 2: SPECIFICATIONS FOR SUMMER/FALL

	411 - D				307 - C					Milling (\$/ton)		Adjustment of Manholes (\$/EACH)	Line Total with estimated qtys	full year (surface, patch, milling only) with qtys	half year with qtys (surface, patch, milling only)	full year's qtys half year's pri (surface, pat milling only)
Bidder	In Place (\$/ton)		Picked up (\$/ton)		Patching (\$/ton)		In Place (\$/ton)		Patching, Subdivisions (\$/ton)							
estimated qty	6500		600		3000		200			3000						
Lehman Roberts	\$96.05	\$624,325.00	\$59.00	\$35,400.00	\$141.00	\$423,000.00	\$112.00	\$22,400.00	\$149.00	\$38.00	\$114,000.00	\$100.00	\$1,219,125.00	\$2,188,825.00	\$1,161,325.00	\$2,095,625.00
Standard	\$90.00	\$585,000.00	\$56.00	\$33,600.00	\$152.00	\$456,000.00	\$108.00	\$21,600.00	\$165.00	\$34.00	\$102,000.00	\$105.00	\$1,198,200.00	\$2,143,800.00	\$1,143,000.00	\$2,055,000.00

OPTION 3: SPECIFICATIONS FOR FISCAL YEAR WITH ASPHALT INDEX

May	411 - D				307 - C					Milling (\$/ton)		Adjustment of Manholes (\$/EACH)	Line Total with estimated qtys
Bidder	In Place (\$/ton)		Picked up (\$/ton)		Patching (\$/ton)		In Place (\$/ton)		Patching, Subdivisions (\$/ton)				
estimated qty	12500		1200		5000		200			5000			
Lehman Roberts	\$87.40	\$1,092,500.00	\$55.00	\$66,000.00	\$139.00	\$695,000.00	\$112.50	\$22,500.00	\$144.00	\$35.00	\$175,000.00	\$100.00	\$2,051,000.00
Standard	\$88.75	\$1,109,375.00	\$55.00	\$66,000.00	\$145.00	\$725,000.00	\$105.00	\$21,000.00	\$160.00	\$34.00	\$170,000.00	\$105.00	\$2,091,375.00

June	411 - D				307 - C					Milling (\$/ton)		Adjustment of Manholes (\$/EACH)	Line Total with estimated qtys
Bidder	In Place (\$/ton)		Picked up (\$/ton)		Patching (\$/ton)		In Place (\$/ton)		Patching, Subdivisions (\$/ton)				
estimated qty	12500		1200		5000		200			5000			
Lehman Roberts	\$88.86	\$1,110,718.75	\$56.46	\$67,749.00	\$140.16	\$700,775.00	\$113.66	\$22,731.00	\$145.16	\$35.00	\$175,000.00	\$100.00	\$2,076,973.75
Standard	\$90.21	\$1,127,593.75	\$56.46	\$67,749.00	\$146.16	\$730,775.00	\$106.16	\$21,231.00	\$161.16	\$34.00	\$170,000.00	\$105.00	\$2,117,348.75



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for water treatment plant chemicals.

The Water Treatment Plant Chemicals bid was advertised in *The Daily News* on May 15, 2018. On May 31, 2018, the City received five bid, which were opened at City Hall.

The suppliers that picked up Bid Documents are as follows:

Carus
DPC
Ideal
Shannon
Sterling

The bid tab is attached with low bids for each chemical highlighted.

Recommend accepting the lowest bid for Sodium Hexametaphosphate from Carus in the amount of \$.85/lb, Sodium Fluorosilicate from Ideal in the amount of \$.628/lb and Chlorine from DPC in the amount of \$.383/lb.

Funding is available in Account 510.51200.343.

WATER TREATMENT PLANT CHEMICALS
FY2018-05-065
DUE: May 31, 2018
BID RESPONSE SHEET

VENDOR NAME CARUS DPC IDEAL SHANNON STERLING

check under name if Public Acts included

Item #	Description	Price per pound	Price per pound	Price per pound	Price per pound	Price per pound
1	Chlorine 150# cylinder	N/B	\$ 0.383	N/B	N/B	
2	Sodium Fluorosilicate 50# bag	N/B	N/B	\$ 0.628	N/B	
3	Sodium Hexametaphosphate 50# bag	\$ 0.85	N/B	\$ 1.023	\$ 1.44	\$ 1.0591

Low bid

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 06/26/18 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

AGENDA ITEM

Survey and design proposal to widen the west side of Appling Road to Southern Way.

The City of Bartlett is preparing plans to widen Appling Road on the west side of the roadway from Brother to Southern Way. This work is occurring in conjunction with the new Tennessee College of Applied Technology (TCAT) Facility. The City is using Carlson Consulting Engineers, Inc as they performed the original work on this project several years ago.

Please approve this survey and design contract with Carlson Consulting Engineers, Inc as shown on the proposal in the amount of \$68,000 with a contingency amount of \$10,000 for a total of \$78,000. Funding is available in Account 311.48311.772.457.

Thank you for your consideration.



PROPOSAL FOR ENGINEERING SERVICES

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

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

RE: Civil Design Services
 Appling Road Improvements (West Side)
 Brother Blvd to Southern Way

DATE: June 8, 2018

DESCRIPTION OF PROJECT

The project consists of Survey, Civil Design and Permitting for the widening along the West Side of Appling Road. The proposed section will be the half width of a 64/84 Section beginning at Brother Blvd and extending to Southern Way. The total length of the project will be approximately 2,400 lf, although 400 lf along the Faith Cumberland Church property frontage has already been improved. It is understood that the Client will bid and build this work as two separate projects, with the Southern section to be let in early 2019 and the Northern section in 2020. The Consultant will design the entire project at this time but will separate the sections into two individual bid sets.

SCOPE OF SERVICES

1. *Survey* – A field survey will be completed along the project area, including full boundary and topography from the Brother Blvd. intersection to Southern Way. All driveways will be surveyed to develop connection profiles. All identifiable utilities will be located and included in the survey. During the preparation of the plans, the necessary Right-of-Way Acquisition Plats and Easements Exhibits will be prepared as needed for the project and submitted to the Client.
2. *Ecological Permitting* – It is anticipated that General Permits will be required for the extension of the existing box culvert as well as SWPPP coverage for the overall construction project. Full Ecological Assessments for the purposes of identifying possible Waters of the State will not be completed under this contract. Specialty services such as Cultural Resources and/or Endangered Species Evaluations are not included in the scope of this contract.
3. *Construction Documents* – Construction Documents will consist of widening plans to develop a half width cross-section for a 64/84 road design. Vertical and horizontal geometry will be developed based on the existing centerline of the new section to accommodate the future development of a five lane cross-section. Consideration will be given to existing curb locations in the development of the new geometry. The widened section will include curb & gutter, storm drainage and sidewalks. Plan details will be developed to extend the existing box culvert to the west as needed to accommodate the proposed widening. Existing utilities will be evaluated for conflicts and relocation plans will be developed as needed. Erosion Control and Traffic Control plans will be prepared to accommodate the construction.
4. *Construction Phase Services* – It is our understanding that the Client will not need construction phase services on this project. However, the Consultant will be available to answer questions regarding the Construction Documents as may be needed.

FEE FOR SERVICES**Phase I – Southern Section**

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

1. Survey.....	\$8,000.00
2. Permitting.....	\$3,000.00
3. <u>Final CDs</u>	<u>\$27,000.00</u>
TOTAL FEE	\$38,000.00

Phase II – Northern Section

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

1. Survey.....	\$10,000.00
2. Permitting.....	\$2,000.00
3. <u>Final CDs</u>	<u>\$18,000.00</u>
TOTAL FEE	\$30,000.00

REIMBURSABLE EXPENSES

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

TIME FRAME FOR DESIGN

The Phase I and Phase II Construction Documents will be prepared simultaneously to ensure the consistency of the road section. The Final Bid package for Phase I will be completed in time for the Client to bid and build before the summer of 2019. As permitting is dependent upon the review times of the public agencies, an exact time line cannot be determine. All feasible efforts will be made to expedite the permits as much as possible.

ADDITIONAL SERVICES

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

- Grant Administration
- Off-site surveying beyond limits of project
- Off-site designs beyond the limits of the project
- Individual Environmental Permits
- Wetlands Delineations
- Construction Administration/Staking

FEE SCHEDULE

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

CARLSON CONSULTING ENGINEERS, INC.

Hourly Rate Schedule
2018

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

INVOICES

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

SCHEDULE OF CONDITIONS

- **Standard of Performance**

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

- **Liability and Indemnification**

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

- **Construction Phase Services**

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

- **Hazardous Materials**

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

- **Resolution of Dispute**

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

AGREEMENT EXECUTION

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

Accepted by Client:

Accepted by Consultant:

Signature_____
Signature_____
Printed Name_____
Dean L. Carlson, PE
Printed Name_____
Title_____
President
Title_____
Date_____
June 8, 2018
Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/26/18 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for May 2018.



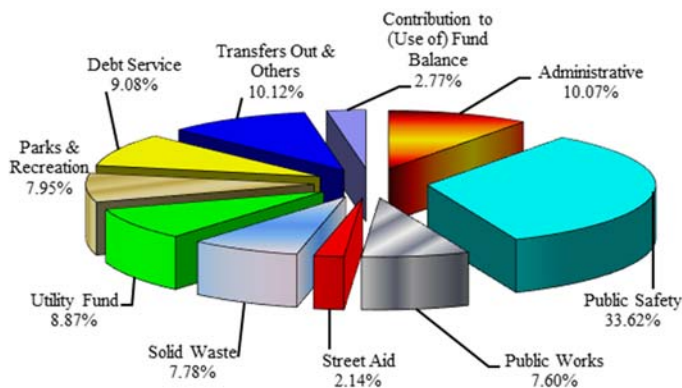
City of Bartlett

FINANCIAL REPORT

May 31, 2018

Total Expenditures, FY 2018 Budget: \$79,809,042

WHERE THE \$ GOES (Does not include School)

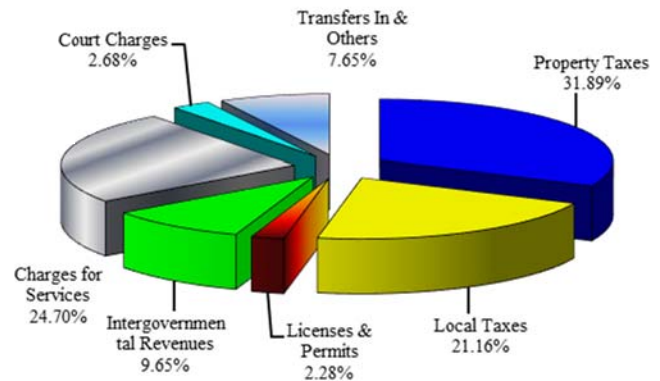


BUDGET HIGHLIGHTS

- Local 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 2019 budget were presented to the Board of Mayor and Aldermen on May 8.

Total Revenues, FY 2018 Budget: \$79,809,042

WHERE THE \$ COMES FROM (Does not include School)



FY 2018 YEAR-TO-DATE For The Period Ending May 31, 2018

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,468,105	\$ 6,261,319
Public Safety	26,168,688	24,327,316
Public Works	5,905,999	5,293,571
Parks and Recreation	5,696,967	5,057,770
Performing Arts	601,966	620,019
Transfers & Other Gen. Fund Items	6,874,318	7,057,522
Subtotal	\$ 52,716,043	\$ 48,617,517
General Fund Revenues		
Property Taxes	\$ 25,269,603	\$ 25,316,460
Local Taxes	13,388,618	10,273,421
Building and Development Fees	1,806,700	1,509,590
Intergovernmental	6,024,500	4,322,518
Charges for Services	4,006,884	3,730,566
Court Charges	1,770,000	1,777,240
Other Revenue	449,738	465,957
Subtotal	\$ 52,716,043	\$ 47,395,752
Special Rev. Funds-Expenditures	\$ 9,440,509	\$ 14,245,823
Special Rev. Funds-Revenues	\$ 9,440,509	\$ 13,823,867
Utility Expenses	\$ 9,056,090	\$ 7,800,255
Utility Revenues	\$ 9,056,090	\$ 7,569,295
Debt Service Expenditures	\$ 8,596,400	\$ 8,115,427
Debt Service Revenues	\$ 8,596,400	\$ 10,082,360
Total Expenditures	\$ 79,809,042	\$ 78,779,022
Total Revenues	\$ 79,809,042	\$ 78,871,273

Note: FY 2018 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.

Attachment: May18FinRprt (2374 : Treasurer's Report for May 2018.)



City of Bartlett -- Financial Summary For The Period Ending May 31, 2018



	FY 2017 Actual	FY 2018 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2017	Year-to-Date Actual FY 2018	Increase/ Decrease in \$	Percent of FY 2017 Actual	Percent of FY 2018 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,731,107	\$ 7,468,105	\$ 736,998	\$ 5,848,011	\$ 6,261,319	\$ 413,308	86.88%	83.84%	-3.04%
Public Safety	24,480,010	26,168,688	1,688,678	22,773,206	24,327,316	1,554,110	93.03%	92.96%	-0.06%
Public Works	5,712,816	5,905,999	193,183	5,142,793	5,293,571	150,778	90.02%	89.63%	-0.39%
Parks and Recreation	5,249,695	5,612,327	362,632	4,779,059	5,057,770	278,712	91.03%	90.12%	-0.92%
Performing Arts	587,864	686,606	98,742	523,162	620,019	96,856	88.99%	90.30%	1.31%
Transfers & Other Gen. Fund Items	4,979,609	6,874,318	1,894,709	3,965,759	7,057,522	3,091,763	79.64%	102.67%	23.03%
Total General Fund Expenditures	\$ 47,741,101	\$ 52,716,043	\$ 4,974,942	\$ 43,031,990	\$ 48,617,517	\$ 5,585,527	90.14%	92.23%	2.09%
General Fund Revenues									
Property Taxes	\$ 20,243,942	\$ 25,269,603	\$ 5,025,661	\$ 20,127,915	\$ 25,316,460	\$ 5,188,545	99.43%	100.19%	0.76%
Local Taxes	13,026,438	13,388,618	362,180	10,490,018	10,273,421	(216,596)	80.53%	76.73%	-3.80%
Building and Development Fees	1,820,952	1,806,700	(14,252)	1,540,655	1,509,590	(31,066)	84.61%	83.56%	-1.05%
Intergovernmental	6,012,640	6,024,500	11,860	4,172,600	4,322,518	149,918	69.40%	71.75%	2.35%
Charges for Services	4,067,276	4,006,884	(60,392)	3,473,654	3,730,566	256,912	85.40%	93.10%	7.70%
Court Charges	1,772,482	1,770,000	(2,482)	1,603,809	1,777,240	173,431	90.48%	100.41%	9.93%
Other Revenue	441,337	449,738	8,401	401,318	465,957	64,638	90.93%	103.61%	12.67%
Total General Fund Revenues	\$ 47,385,068	\$ 52,716,043	\$ 5,330,975	\$ 41,809,969	\$ 47,395,752	\$ 5,585,782	88.23%	89.91%	1.67%
Special Revenue Funds									
Street Aid Fund	\$ 2,161,362	\$ 1,695,000	\$ (466,362)	\$ 1,912,747	\$ 1,282,523	\$ (630,224)	88.50%	75.67%	-12.83%
Solid Waste Fund	5,855,458	6,329,310	473,852	5,330,224	5,638,788	308,564	91.03%	89.09%	-1.94%
General Improvement Fund	791,552	770,500	(21,052)	768,284	671,138	(97,145)	97.06%	87.10%	-9.96%
Drug Enforcement Fund	172,808	399,000	226,193	159,643	203,220	43,577	92.38%	50.93%	-41.45%
DEA Enforcement Fund	2,909	74,400	(20,465)	2,171	14,760	87,583	74.63%	19.84%	-54.79%
Drainage Control Fund	94,865	117,299	117,299	87,330	89,754	(32,330)	92.06%	76.52%	-15.54%
Park Improvement Fund	0	55,000	52,091	0	55,000	14,760	0.00%	100.00%	100.00%
Grant Funds	2,277,325	0	(2,277,325)	5,246,450	6,290,639	1,044,189	230.38%	0.00%	-230.38%
Special Revenue Funds - Expenditures	\$ 11,356,279	\$ 9,440,509	\$ (1,915,770)	\$ 13,506,848	\$ 14,245,823	\$ 738,974	118.94%	150.90%	31.96%
Special Revenue Funds - Revenues	\$ 10,891,668	\$ 9,440,509	\$ (1,451,159)	\$ 12,818,503	\$ 13,823,867	\$ 1,005,364	117.69%	146.43%	28.74%
Utility Fund									
Total Utility Operations	\$ 8,272,744	\$ 7,699,588	\$ (573,156)	\$ 7,592,306	\$ 6,486,768	\$ (1,105,538)	91.77%	84.25%	-7.53%
Total Utility Debt Expenses	1,567,142	1,356,502	(210,640)	1,577,069	1,313,487	(263,581)	100.63%	96.83%	-3.80%
Total Utility Expenses	\$ 9,839,886	\$ 9,056,090	\$ (783,796)	\$ 9,169,374	\$ 7,800,255	\$ (1,369,119)	93.19%	86.13%	-7.05%
Total Utility Revenues	\$ 8,690,758	\$ 9,056,090	\$ 365,332	\$ 7,710,347	\$ 7,569,295	\$ (141,053)	88.72%	83.58%	-5.14%
Debt Service Fund									
Total Debt Service Expenditures	\$ 5,465,928	\$ 8,596,400	\$ 3,130,472	\$ 4,493,655	\$ 8,115,427	\$ 3,621,772	82.21%	94.40%	12.19%
Total Debt Service Revenues	\$ 5,170,067	\$ 8,596,400	\$ 3,426,333	\$ 3,404,294	\$ 10,082,360	\$ 6,678,066	65.85%	117.29%	51.44%
Total Expenditures	\$ 74,403,195	\$ 79,809,042	\$ 5,405,847	\$ 70,201,869	\$ 78,779,022	\$ 8,577,154	94.35%	98.71%	4.36%
Total Revenues	\$ 72,137,561	\$ 79,809,042	\$ 7,671,481	\$ 65,743,114	\$ 78,871,273	\$ 13,128,159	91.14%	98.82%	7.69%

Attachment: May18FinRprt (2374 : Treasurer's Report for May 2018.)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/26/18 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission Report for June 2018.

Ordinance

I. Ordinance 18-04 Short Term Rental Unit, an Ordinance to Amend the Bartlett Zoning Ordinance

INTRODUCTION: Ordinance 18-04 is a City initiated ordinance to regulate the use of short term rental units within the City of Bartlett. The intent of the proposed ordinance is to establish a permitting process to allow short term rentals in an effort to maintain the residential character of neighborhoods, to protect the quality of life and investment of citizens, to protect the public health, safety and general welfare of the community, and to assess and collect applicable taxes from short term rentals.

BACKGROUND: On May 17, 2018, Public Chapter No. 972, House Bill No. 1020/Senate Bill No. 1086 also known as the "Short-Term Rental Unit Act" was passed and signed into effect. Said Bill generates the perimeters for local government bodies to regulate Short Term Rental Units.

DISCUSSION: The proposed Short Term Rental Ordinance will add a new section of regulations to the Bartlett Zoning Ordinance. The new regulations establish two types of permits: Type 1 for new short term rental properties, and Type 2 for the continual use of existing short term rental properties (prior to July 10, 2018). Type 1 permits will allow short term rental in all Residential Zoning districts, and Type 2 will allow short term rental in all residential zoning districts including A-O Agricultural properties and OR-1 and OR-2 (properties established before this Ordinance).

I. A completed Operating Permit application to be administered by the Bartlett Code Enforcement Office:

- a. Written Acknowledgement of Rules
- b. Affidavit of Life Safety Compliance
- c. Owner/Operator Information
- d. Additional Local Contact Person
- e. Site and Floor Plan of the property
- f. Confirmation of Private Agreements with HOAs
- g. Confirmation notice for adjacent property owners where a Driveway or wall is shared with the Short Term Rental
- h. Proof of Insurance
- i. Proof of Payment of Taxes
- j. Written Acknowledgement and Agreement of Indemnification

In addition to the application process, the Ordinance requires that the permit be renewed on an annual basis, a complaint filing process, a permit revocation and appeal process, and operational requirements, etc.

Recommendation: Favorable recommendation to the Board of Mayor and Aldermen for the approval of the Short Term Unit Ordinance.

Hearing - Rezoning

2. RS-10 to O-R-1, “0” Yale Road, North side of Yale @Hwy 70 - Ordinance 18-05 (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval to rezone 8.86-acres of land from the “RS-10” Residential zoning district to the “O-R-1” Office zoning district in order to construct a medical office facility. The subject property is located on the northeast corner of Yale Road at Highway 70, north side of Yale Road (backs-up to Bartlett Nursery).

BACKGROUND: The properties that surround the proposed rezoning change consist of: “RS-10” Residential to the north and south; “RS-10” Residential, “FW” Floodway and “O-R-1” Office/Residential to the east, and “R-TH” Townhome Residential to the west.

DISCUSSION: According to “Article V, Chart I Uses Permitted in Zoning Districts” of the Bartlett Zoning Ordinance, office uses are permitted in the “O-R-1” zoning district with the approval of Planning Commission and Design Review Commission Site Plan applications. Should this rezoning be approved the applicant will move forward with a conjunctive request for site plan approvals from the Planning Commission and Design Review Commission.

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

Construction Plan

3. Whitten Lakes S/D Phase 2 Re-subdivision of Lot 3, East side of Kirby Whitten Parkway, Northeast of the intersection of Mt. Palomar Drive and Kirby Whitten Parkway (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a Construction Plan for the Whitten Lakes Subdivision Phase 2 Re-subdivision of Lot 3. The subject property is located along the east side of Kirby Whitten Parkway, northeast of the intersection of Mt. Palomar Drive and Kirby Whitten Parkway. It is within the “SC-1” Planned Unit Commercial Zoning District.

BACKGROUND: On January 3, 2006, the Planning Commission granted Final Plan approval for the re-subdivision of two existing commercial subdivisions to create the subject property known as the Whitten Lakes Subdivision (formerly Whitten Station Subdivision). On December 4, 2006, the Planning Commission granted Final Plan approval for the Whitten Lakes Subdivision Re-subdivision of Lot 3.

DISCUSSION: The specific request by the applicant is to approve the Construction Plans for the subdivision of the Whitten Lakes Subdivision Re-subdivision of Lot 3, a 4.13-acre lot, into a 4-lot commercial subdivision. Lot sizes will range from 1.74-acres to 0.56-acres. Access to Lot 3A will be from an existing 50-foot wide ingress/egress easement along the south property line. Access to Lots 3B, 3C, and 3D will be from a proposed curb cut off Kirby Whitten Parkway with a 22-foot wide to 25-foot wide ingress/egress easement along those lots. Other features of the development include a streetscape landscape buffer along the Kirby Whitten Parkway frontage, a streetscape landscape buffer along the ingress/egress easement on Lot 3A, and a landscape buffer along the rear property lines adjacent to the bordering residential zoning. The storm water detention will be handled by the existing drainage detention area in Kirby Lakes Subdivision. The construction plans for the subdivision include the following: tree protection plan, grading and drainage plan, erosion control plan, and sanitary sewer plan.

Recommendation: Approval with conditions of staff.

Final Plan

4. Whitten Lakes S/D Phase 2 Re-subdivision of Lot 3, East side of Kirby Whitten Parkway, Northeast of the intersection of Mt. Palomar Drive and Kirby Whitten Parkway (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a Final Plan for the Whitten Lakes Subdivision Phase 2 Resubdivision of Lot 3. The subject property is located along the east side of Kirby Whitten Parkway, northeast of the intersection of Mt. Palomar Drive and Kirby Whitten Parkway. It is within the “SC-I” Planned Unit Commercial Zoning District.

BACKGROUND: On January 3, 2006, the Planning Commission granted Final Plan approval for the re-subdivision of two existing commercial subdivisions to create the subject property known as the Whitten Lakes Subdivision (formerly Whitten Station Subdivision). On December 4, 2006, the Planning Commission granted Final Plan approval for the Whitten Lakes Subdivision Re-subdivision of Lot 3.

DISCUSSION: The specific request by the applicant is to approve the Final Plan for the subdivision of the Whitten Lakes Subdivision Re-subdivision of Lot 3, a 4.13-acre lot, into a 4-lot commercial subdivision. Lot sizes will range from 1.74-acres to 0.56-acres. Access to Lot 3A will be from an existing 50-foot wide ingress/egress easement along the south property line.

Access to Lots 3B, 3C, and 3D will be from a proposed curb cut off Kirby Whitten Parkway with a 22-foot wide to 25-foot wide ingress/egress easement along those lots. Other features of the development include a streetscape landscape buffer along the Kirby Whitten Parkway frontage, a streetscape landscape buffer along the ingress/egress easement on Lot 3A, and a landscape buffer along the rear property lines adjacent to the bordering residential zoning. The storm water detention will be handled by the existing drainage detention area in Kirby Lakes Subdivision.

Recommendation: Approval with conditions of staff.

5. Germantown-Brother Office Park S/D, NW Corner of Germantown Rd. & Brother Blvd. (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a Final Plan for the Germantown-Brother Office Park Subdivision. The subject property is located on the northwest corner of Brother Boulevard and Germantown Road. It is within the “O-C” Office Center Zoning District.

BACKGROUND: On May 7, 2018, the Planning Commission approved the Master and Construction plans for the subject property. The subject property is a 2.51-acre site to be subdivided into a 2 lot Office Park.

DISCUSSION: The specific request by the applicant is for the approval of a Final Plan to subdivide the 2.51-acre lot into a 2-lot office park subdivision. Lot 1 will be .70 -acres, and the proposed location for twelve (12) parking spaces to serve the medical office building on Lot 2. Lot 2 will be 1.81 -acres, and the proposed location for a MOGA medical office building. Access to both lots will be from a proposed curb cut off Brother Blvd. with a 25-foot wide ingress/egress easement along the Lot 1 and Lot 2 property line to serve both lots. Other features of the development include a streetscape landscape buffer, and a detention pond to service the subdivision.

Recommendation: Approval with conditions of staff.

Site Plan

6. Germantown-Brother Office Park S/D, NW Corner of Germantown Rd. & Brother Blvd. (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a Site Plan on Lots 1 and 2 of the Germantown-Brother Office Park Subdivision. The subject property is located on the northwest corner of Brother Boulevard and Germantown Road. It is within the “O-C” Office Center Zoning District.

BACKGROUND: On May 7, 2018, the Planning Commission approved the Master and Construction Plans for the subject property. The subject property is a 2.51-acre site to be subdivided into a 2 lot Office Park.

DISCUSSION: The specific request by the applicant is for the approval of a Site Plan on Lots 1 and 2 of the Germantown-Brother Office Park Subdivision for a medical office building and parking lot. Lot 1 will be .70 -acres, and the proposed location for twelve (12) parking spaces to serve the medical office building on Lot 2. Lot 2 will be 1.81 -acres, and the proposed location for a MOGA medical office building. Access to both lots will be from a proposed curb cut off Brother Blvd. with a 25-foot wide ingress/egress easement along the Lot 1 and Lot 2 property line to serve both lots. Other features of the development include a streetscape landscape buffer, and a detention pond to service the subdivision.

Recommendation: Approval with conditions of staff.

7. Medical Office, 5905 Stage Road, (former Easy Way site) (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray is requesting Planning Commission approval of a revised Site Plan for a medical office building. The subject property is located at 5905 Stage Road at the former site of the Easy Way grocery store. It is within the “CG-MS” General Business Main Street Overlay Zoning District.

BACKGROUND: The former Easy Way grocery store site was constructed in 1977 with approval from Shelby County prior to the creation of the Bartlett Planning Commission. The 2.07-acre subject property was created by deed LI 9859 in 1976 from parts of Lots 9,10, and 11 of the Bartlett Ward Subdivision.

DISCUSSION: The specific request by the applicant is to approve the revised Site Plan for a medical office building. The existing 4,304-sq.ft. building will be expanded by 1,972-sq.ft. for a new total building area of 6,276-sq.ft. The proposed building expansion will enlarge the west side of the building by 10-feet, and expand the east side of the building by 5-feet. Access to the site will be from two existing curb cuts off Stage Road. Other features of the development include a streetscape landscape buffer, the renovation of the existing dumpster enclosure, increased landscape plantings, and a patio seating area along the front elevation.

Recommendation: Approval with conditions of staff.

8. Ellendale Baptist Church Restroom Structure, 3861 Broadway (restroom on Olive), (Charles Goforth, Goforth Planning and Management, LLC)

INTRODUCTION: Mr. Charles Goforth with Goforth Planning and Management, LLC is requesting Planning Commission approval of a site plan to construct a restroom and concession

building. The subject property is located at 3861 Broadway Road, within the “RS-12” Single Family Residential Zoning District.

BACKGROUND: This 5.95-acre parcel along with 6 other parcels in the immediate area are owned and maintained by Ellendale Baptist Church. The subject property is located on Lot 2 of the Sabatier Subdivision. On August 7, 1989, the Planning Commission approved the 2-lot Sabatier Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a site plan for the construction of a 480 square foot restroom and concession building. The proposed building will be adjacent to the volleyball court, playground, and gazebo.

Recommendation: Approval with conditions of staff.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2357)

Meeting: 06/26/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2357

Resolution 17-18, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2018, in an amount not to exceed \$1,355,000, and providing for the payment of said notes.

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City of Bartlett, Tennessee (the "Municipality" or the "City"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of vehicles and other equipment for the police, fire, codes enforcement, public works, engineering, and parks and recreation departments of the City, renovations to parks and recreation department facilities, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the Municipality estimates that the life of the Project has an economic life of greater than seven (7) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance of the State of Tennessee (the "Director of State and Local Finance");

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of

not to exceed \$1,355,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2018". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 3.49% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days' written notice to the registered owner, and with the consent of the registered owner, the Municipality may prepay the Notes in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Notes upon fifteen (15) calendar days' written notice to the registered owner.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the Municipality (the "City Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied

form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Clerk of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall

deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes

shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a the general fund or debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Clerk, Finance Director, City Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2018 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be

transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

- (a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;
- (c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;
- (d) that the Board reasonably expects to reimburse such amounts to such

fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$1,355,000. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the City Clerk, the Finance Director, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged.

Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 26th day of June, 2018.

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

A. Keith McDonald
Mayor

Attest:

City Clerk

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Stefanie McGee, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on June 26, 2018; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$1,355,000 General Obligation Capital Outlay Notes, Series 2018, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 26th day of June, 2018.

City Clerk

(SEAL)

EXHIBIT A
FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF BARTLETT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2018

Registered Owner:

Principal Amount:

THE CITY OF BARTLETT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Clerk, City Hall, Bartlett, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semi-annually on _____ and _____ of each year, commencing _____, 2019, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of

interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2018" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,355,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of vehicles and other equipment for the police, fire, codes enforcement, public works, engineering, and parks and recreation departments of the City, renovations to parks and recreation department facilities, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on June 26, 2018, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

This note is transferable by the Registered Owner hereof in person or by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other

governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Note upon fifteen (15) calendar days written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Clerk and its official seal to be impressed or imprinted hereon, all as of _____, 2018.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2373)

Meeting: 06/26/18 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Stefanie McGee

Initiator: Rick McClanahan

Sponsors:

DOC ID: 2373

Resolution 19-18, a resolution approving contract award for Fletcher Creek Bank Stabilization, Phase 2.

WHEREAS, the City of Bartlett desires to make necessary and immediate improvements associated with the stabilization of the banks of Fletcher Creek; and,

WHEREAS, the City of Bartlett, Tennessee has accepted financial assistance in the form of a 3rd Round Disaster Grant for assistance in financing the project; and,

WHEREAS, said Bids for the Contract based on the Plans and Specifications approved by the State of Tennessee Department of Economic & Community Development, and the City of Bartlett; and,

WHEREAS, said bids were received by the City of Bartlett and were publically opened and read aloud at Bartlett City Hall located at 6400 Stage Road, at 2 p.m., local time on May 24, 2018, as advertised; and,

WHEREAS, Encor, LLC. located at 5566 Commander Drive, Arlington, Tennessee 38002 submitted the lowest and most responsive bid to perform the said construction activities; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett,

SECTION 1. That said contract for construction be awarded to the lowest most responsive bidder, determined to be Encor, LLC in the amount of \$296,771.80 for the construction of the project, plus a contingency amount of \$40,000.00 for a total of \$336,771.80, with approval of the award and Agreement by the State of Tennessee Department of Economic and Community Development; and, upon submission by the Contractor of all the required documents, Certificates of Insurance, Bonds, and upon execution of all necessary certifications.

SECTION 2. That Mayor A. Keith McDonald is hereby authorized to execute the Contract Documents for the Contract on behalf of the Board of Mayor and Aldermen.

SECTION 3. That this Resolution is read, adopted, and in effect from and after its adoption, the public welfare requiring the same.

ADOPTED this the 26th day of June, 2018.

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk

BID RESPONSE SHEET

FY2018-04-055 FLETCHER CREEK STABILIZATION, Phase 2
DUE 05/24/18 AT 2:00 P.M.

COMPANY/BIDDER	BASE BID	BID ALTERNATE 1	BID ALTERNATE 2	BID ALTERNATE 3	BID ALTERNATE 4	TOTAL BID	Check mark if included in bid			
							Bid Bond	Addenda 1	Public Acts Form	Debar- ment Form
BARNES & BROWER	N/B									
DELGADO GENERAL	367,285.40	-13,419.00	-10,980.40	-10,980.40	-10,980.40	320,925.20	√		√	√
ENSCOR	296,771.80	-30,760.00	-13,229.80	-13,229.80	-13,229.80	226,322.40	√		√	√
JONES BROS. CONTRACT.	N/B									
MADDEN PHILLIPS CONST.	N/B									
PRO-SITE CONSTRUCTION	461,896.93	-79,125.57	-17,024.15	-17,024.15	-17,024.15	331,698.91	√		√	√
VU-CON	513,883.15	-29,016.65	-23,454.20	-23,454.20	-23,454.20	414,503.90	√		√	√
*Apparent Low bidder pending review										

C:\Users\rmcclanahan\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\BBMLCKDR\FY2018-04-055
 FLETCHER CREEK STABILIZATION bid response sheet.xlsx



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2367)

Meeting: 06/26/18 07:00 PM

Department: Planning and Economic Development

Category: Zoning

Prepared By: Sam Harris

Initiator: Kim Taylor

Sponsors:

DOC ID: 2367

Ordinance 18-05, an ordinance to rezone from RS-10 to O-R-1 property on the north side of Yale Road at Highway 70.

WHEREAS, an application has been received to rezone property described herein from RS-10 to OR-I; and

WHEREAS, a public hearing was held before this body on the 24th day of July, 2018, 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 rezoned from RS-10 to OR-I. Said real estate is located in Shelby County, Tennessee, and is more particularly described as follows:

Situated in the City of Bartlett, Shelby County, Tennessee, and being known as the part of a parcel of land conveyed to Emad Towhied Moustafa by deed recorded in Instrument BG3351 in the Shelby County Register's Office that lies northerly of Yale Road.

Beginning at an iron rebar with cap set at the southwesterly corner of Lot A, Yale Road Office Park as shown by Plat recorded in Plat Book 244, Page 41 in the Shelby County Register's Office, said corner lying on the northerly Right of Way of said Yale Road (84' Right of Way).

1. Thence along said Right of Way, North 85 degrees, 56 minutes, 00 seconds west, a distance of 789.89 feet to a point of curvature:
2. Thence continuing along said Right of Way on a curve deflecting to the right a distance of 899.91 feet (said curve having a radius of 1358.00 feet and a chord which bears north 67 degrees, 05 minutes, 21 seconds west, 883.53 feet) to an angle point therein:
3. Thence continuing along said Right of Way, north 32 degrees, 12 minutes, 40 seconds west a distance of 28.67 feet to the southwesterly corner of land conveyed to Con Lee Barber by deed recorded in Instrument GS5711 in the Shelby County Register's Office, witness a crows foot chiseled on the curb at the westerly prolongation of the southerly line of land so conveyed to Barber;
4. Thence along said southerly line, South 85 degrees, 35 minutes, 58 seconds east a distance of 1618.92 feet to an iron rebar with cap set at the southeasterly corner, thereof, lying in a westerly line of Lot 27 of the Burloe Subdivision, Phase One, as shown by Plat recorded in Plat Book 236, Page 27, in the Shelby County Register's Office;
5. Thence along said westerly line and the westerly line of said Lot A of Yale

Road Office Park, South 00 degrees, 32 minutes, 56 seconds, east a distance of 300.03 feet to the place of beginning as surveyed, calculated and described in March, 2012 by Kenneth O. Beckwith, RLS 2083, subject to all highways and easements of record. Bearings contained herein are based upon record information and are intended to indicate angles only.

SECTION 2. 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 3. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: June 26, 2018

Second Reading: July 10, 2018

Third Reading: July 24, 2018

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Bartlett Planning Commission Application for Rezoning

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Zoning DR-1
Property Address 0 YALE ROAD, NORTH SIDE YALE @ HWY 70
Present Zoning RS-10
Owner/Developer Contact _____ Phone _____
Company Name BARBER REV. LIVING TRUST Fax _____
Address 7157 US HWY 70 BARTLETT, TN 38133
Architect Contact _____ Phone _____
Company Name _____ Fax _____
Address _____
Engineer Contact DAVID BRAY Phone 901.383.8668
Company Name THE BRAY FIRM Fax 901.383.8720
Address 2950 STAGE PLAZA NORTH

Submitted by DAVID BRAY [Signature] 03.03.18
(printed name) (signature) (date)
Email Address dbray@comcast.net Phone 901.383.8668 Fax _____

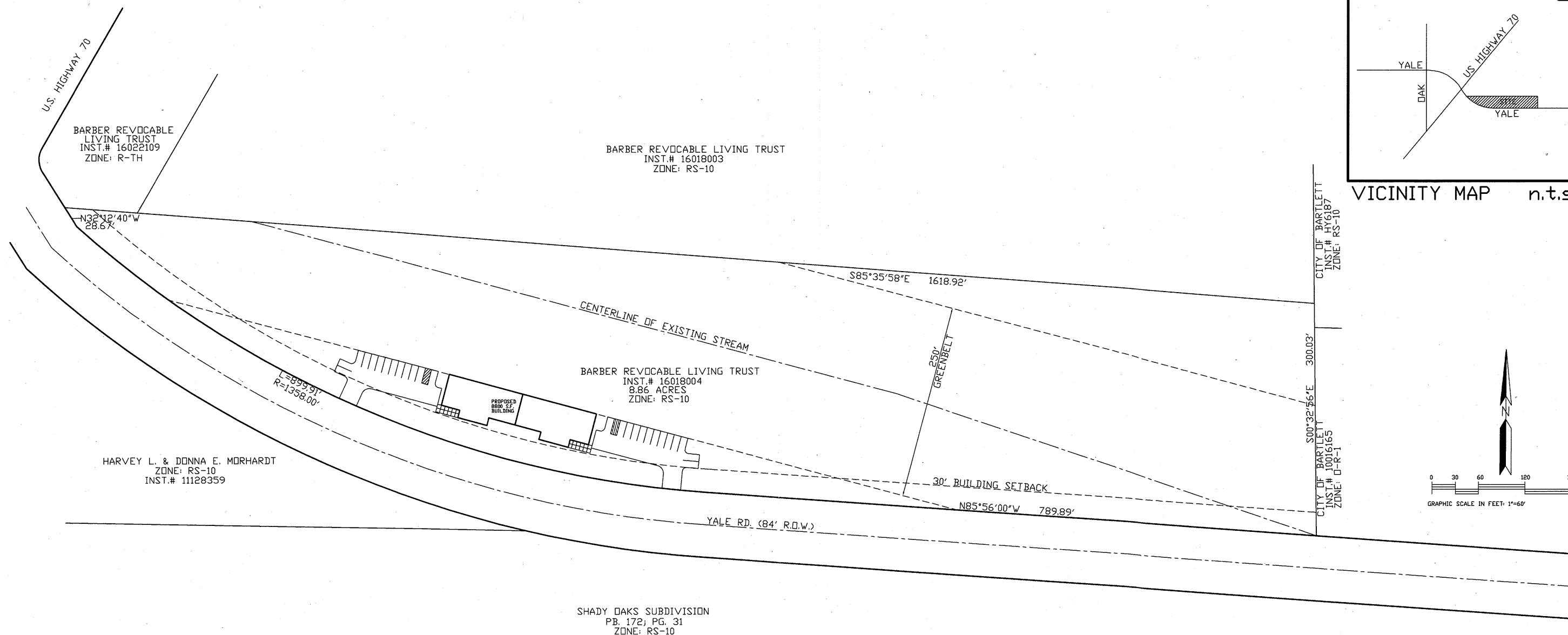
- ☒ Attach a checked-off "Rezoning Checklist" and all items required therein.
- ☒ Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
- ☒ Provide 18-folded ($\pm 10'' \times 13''$) sets of plans with a copy of the signed application attached to each set.
- ☒ Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
- ☒ Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

I, the property owner(s) hereby authorize the filing of this application.

(print name)

(signature)

(date)



PLAN NOTES
 EXISTING ZONING _____ RS-10
 PROPOSED ZONING _____ DR-1
 ACREAGE _____ 8.86 ACRES
 BUILDING SETBACK _____ 30-FEET FROM R.O.W.
 MAXIMUM BUILDING COVERAGE _____ 30%

CONCEPTUAL SITE PLAN
 FOR THE
 BARBER REVOCABLE LIVING
 TRUST PROPERTY
 AS RECORDED BY
 INSTRUMENT NUMBER
 16018004
 AS RECORDED IN THE
 SHELBY COUNTY REGISTERS OFFICE
 IN
 SHELBY COUNTY, TENNESSEE
 BARTLETT, TENNESSEE

BARBER REVOCABLE LIVING TRUST
 7157 US HIGHWAY 70
 BARTLETT, TN 38133

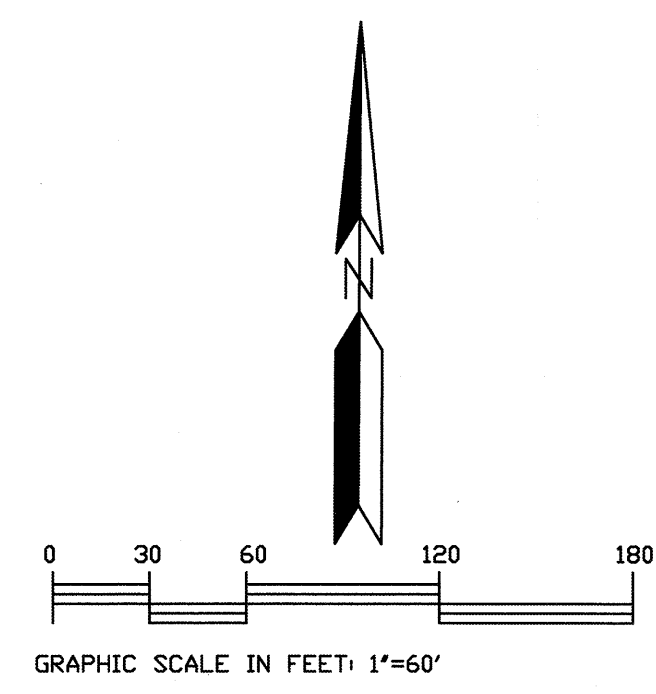
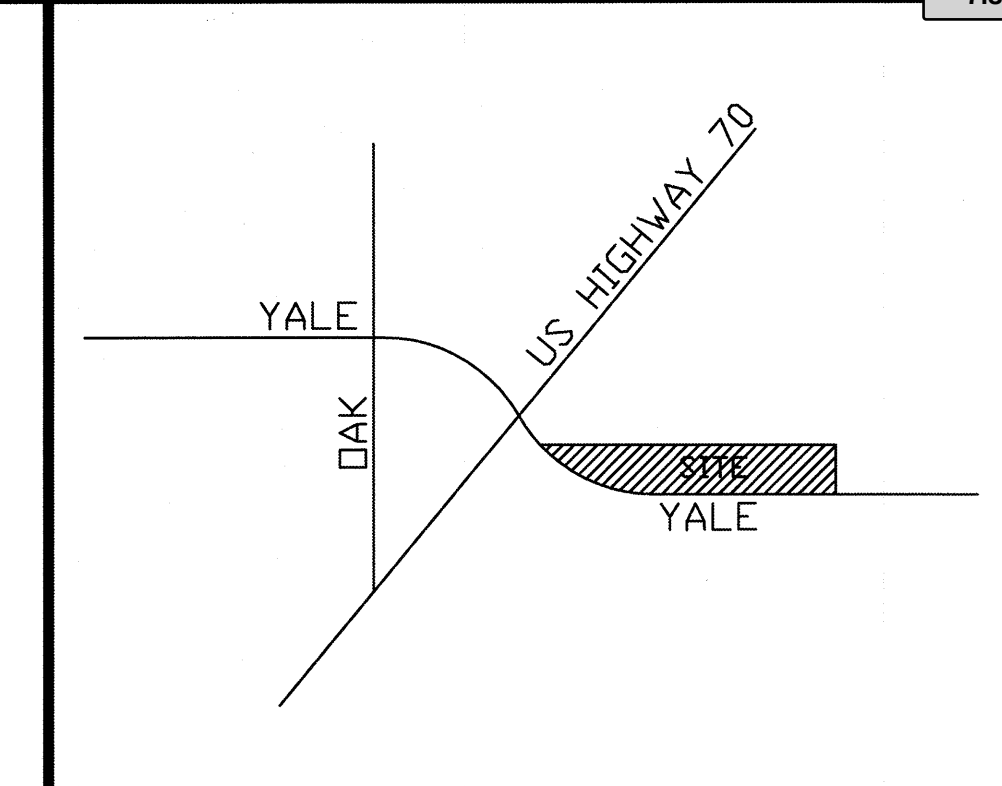
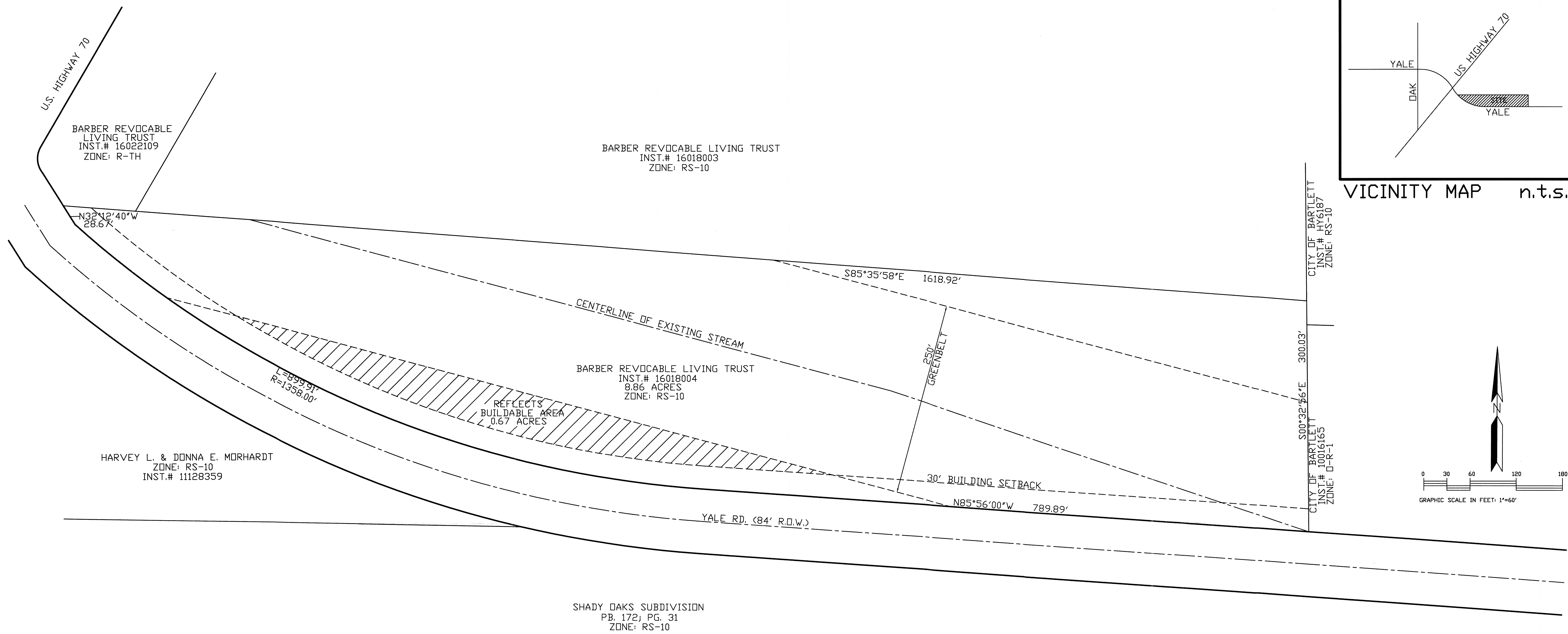
OWNER/APPLICANT

THE BRAY-DAVIS FIRM, LLC.
 6261 STAGE PLAZA EAST
 BARTLETT, TN 38134
 901-383-8668
 ENGINEER

DATE: FEBRUARY 23, 2018 SCALE: 1"=60'

SUBJECT PROPERTY: B0157 00941

ACRES: 8.86 ACRES



PLAN NOTES
EXISTING ZONING _____ RS-10
PROPOSED ZONING _____ OR-1
ACREAGE _____ 8.86 ACRES
BUILDING SETBACK _____ 30-FEET FROM R.O.W.
MAXIMUM BUILDING COVERAGE _____ 30%

ZONING REQUEST
FOR THE
BARBER REVOCABLE LIVING
TRUST PROPERTY
AS RECORDED BY
INSTRUMENT NUMBER
16018004
AS RECORDED IN THE
SHELBY COUNTY REGISTERS OFFICE
IN
SHELBY COUNTY, TENNESSEE
BARTLETT, TENNESSEE

BARBER REVOCABLE LIVING TRUST
7157 US HIGHWAY 70
BARTLETT, TN 38133

THE BRAY-DAVIS FIRM, LLC.
6261 STAGE PLAZA EAST
BARTLETT, TN 38134
901-383-8668
ENGINEER

OWNER/APPLICANT
DATE: FEBRUARY 23, 2018 SCALE: 1"=60' SUBJECT PROPERTY: B0157 00941 ACRES: 8.86 ACRES

Attachment: Yale Rd Rezoning (2367 : Ord. 18-05, Rezoned from RS-10 to O-R-1, NE corner Yale at Hwy 70)