



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, DECEMBER 14, 2021 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Design Review Commission, December 21 at 6:30 p.m.

Board of Mayor and Aldermen Meeting (Special Called), December 30 at 6 p.m.

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

Planning Commission, January 3 at 7 p.m.

Beer Board, January 4 at 6 p.m.

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

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the November 23, 2021 Board of Mayor and Aldermen Regular Meeting

Minutes of the November 30, 2021 Board of Mayor and Aldermen Special Called Meeting

PUBLIC HEARING

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

- I. Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business zoning district.

UNFINISHED BUSINESS

- I Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the “C-H” Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)**

CONSENT AGENDA

- I Minimum bond subdivision contract for The Carriage Houses at Harrington Creek Phase I. (John Horne, Assistant Director of Engineering)**

The developer, Valenti Development Group, LLC., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Alderman gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$104,462.51 in City fees. The minimum bond is set at \$92,140.00.

- 2 Subdivision contract for Cavallo Subdivision. (John Horne, Assistant Director of Engineering)**

The developer, Michelle Cavallo, will pay \$7,375.00 in City fees. The bond is set at \$0.00.

- 3 Proposal for survey and design for the Appling/Memphis-Arlington Road Drainage Design Project. (John Horne, Assistant Director of Engineering)**

Recommend approving the proposed survey and engineering design for the Appling/Memphis- Arlington Road Drainage Design Project from Cannon & Cannon Engineering at a cost of \$49,885.00. Funds are available in Account 311.48311.453.

- 4 Treasurer's Report for October 2021. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- I Resolution 36-21, a resolution authorizing the City of Bartlett, Tennessee to participate in the Public Entity Partner's Property Conservation Matching Grant Program. (Dick Phebus, Director of Finance)**
- 2 Proposed Road & Walking Trail Projects for submission to the Metropolitan Planning Organization (MPO) for inclusion in the Transportation Improvement Plan (TIP) (John Horne, Assistant Director of Engineering)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 23, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Planning Commission (Special Called), November 29 at 7 p.m.

Board of Mayor and Aldermen Meeting (Special Called), November 30 at 6 p.m.

City Beautiful Commission, December 2 at 6:30 p.m.

Family Assistance Commission, December 6 at 6 p.m.

Beer Board, December 7 at 6 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the November 9, 2021 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Nov 23, 2021 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Quinn

NEW BUSINESS

I Resolution 34-21, a resolution to approve the Industrial Development Board of the City of Bartlett, Tennessee's Economic Impact Development Plan for the Union Depot Mixed Use Development Tax Increment Financing application. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning Kim Taylor explained that the Industrial Development Board met on November 18, 2021 and approved the submitted Economic Impact Plan and Tax Increment Financing application for the proposed Union Depot mixed use development project at 6896 Stage Road. For checks and balances, both the developer generated the Economic Impact Plan and a third party firm, on behalf of the City of Bartlett, generated a financial analysis. Both the plan and the financial analysis were in concert with each other. The Economic Impact Plan comes with a favorable recommendation to the Board of Mayor and Aldermen; however, the actual development plans will be submitted at a later date and go before the Planning Commission, the Design Review Commission, and any other boards that have prevue to review and approve the plans.

Mayor McDonald read the following Tax Increment Financing (TIF) description from the State of Tennessee Comptroller's website, "Tax Increment Financing - or TIF - projects give cities and counties tools to retain, recruit, and grow business and industry. Tax Increment Financing is a method utilized by local governments to pay for community improvements with future tax revenues. For example, a blighted neighborhood might have dilapidated buildings worth only \$50,000 in property value. Using a TIF, the local government could build new infrastructure or even replace the run-down buildings with new ones as well as other improvements to increase total property values in the area to \$750,000. The \$700,000 difference in property value increases property tax collections. The increased property tax revenue is used to recover the cost of the TIF improvements. In short, it's a way to allow new development to pay for itself." Industrial Development Board member, Melissa Woodall, who is familiar with TIFs graciously sent Mayor McDonald the definition. He stated that it does not become a burden to our taxpayers.

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

OPEN DISCUSSION

The Mayor and Board of Mayor and Aldermen wished everyone a Happy Thanksgiving.

ADJOURNMENT

Meeting adjourned at 6:11 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Nov 23, 2021 6:00 PM (MINUTES ACCEPTANCE)



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 30, 2021 - BARTLETT CITY HALL - 6:00 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 Kevin Quinn: Present.

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

NEW BUSINESS

- I Set a public hearing for December 30, 2021 for Resolution 35-21, a resolution to approve a special use permit for Union Depot residential mixed use development located at 6896 Highway 70 within the "RS-10" single family residential and "O-R-1" office zoning districts. (Kim Taylor, Director of Planning and Economic Development)

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

ADJOURNMENT

Meeting adjourned at 6:01 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Nov 30, 2021 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3054)

Meeting: 12/14/21 06:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Penny Medlock

Initiator: Kim Taylor

Sponsors:

DOC ID: 3054

Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business zoning district.

WHEREAS, an application has been made for a Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Truck or Trailer Rental Use.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004 on Monday, October 4, 2021, in accordance with their regulations and denied the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 14th day of December, 2021, and approved the Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, subject to the following conditions:

Engineering Conditions:

General:

- 1) A Commercial Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett. The Developer's name on the Construction Plans must match the Developer's name on the Bond & Contract.
- 2) All new utilities shall be underground.
- 3) All mark-ups and corrections shall be addressed on the revised plans.

Plat:

- 4) The plat will need to be re-recorded to show the required ROW dedication as well as any additional easements.

Site Plan:

- 5) The Site Plan should designate the ROW Dedication Line and the Setback Line as separate lines for Altruria (68' ROW) and Highway 70 (114' ROW).
- 6) ROW dedication for Altruria Road should be 34' from the Centerline, and associated radius for connection to HWY 70.

- 7) Construction of a paved shoulder of an additional 6' wide will be required on Altruria. This additional asphalt section shall be full depth pavement, consistent with the existing roadway. This shall be added to the construction plans.
- 8) A construction detail for the driveway connection to Altruria shall be added to the plans.
- 9) ROW dedication for Hwy 70 should be 57' from the Centerline, and associated radius for connection to Altruria.
- 10) Construction of a paved shoulder of an additional 10' wide will be required on HWY 70. This additional asphalt section shall be full depth pavement, consistent with the existing roadway, and must conform to TDOT standards. This shall be added to the construction plans with TDOT approval.
- 11) The driveway on HWY 70 will require a TDOT permit. A construction detail shall be added to the plans.
- 12) Utility work in HWY 70 will require a TDOT permit.
- 13) Gravel parking will not be allowed.
- 14) A buffer zone shall be added to the property line with the residential neighbor on Altruria.

Sewer Plan:

- 15) No Sewer Plan has been submitted but will be required to show the sewer service connection.
- 16) Since this project is located in, the Fletcher Creek Sewer Basin new tap approval is dependent on developer receiving written approval from the City of Memphis for sewer connection. This lot is shown to have an existing tap.

Water Plan:

- 17) A 2" Water Service will be required. Applicant must request and purchase a Water Meter.
- 18) An additional fire hydrant will be required on site.
- 19) Fire protection must be approved by the City of Bartlett Fire Marshall.

Grading and Drainage and Detention Plan:

- 20) The site shall be regraded to more closely match the existing drainage basin areas. The area to Basin #2 has been significantly increased, which leads to increased volume to that downstream neighbor.
- 21) An energy dissipater shall be added to the outlet structure from Detention #2 and shall be directed toward ditch downstream with care to avoid flooding downstream neighbor.
- 22) The outlet pipes from Detention Areas #1 and #3 can be tied to an area inlet structure and connected to the existing 24" RCP under HWY 70 to reduce overland flow.
- 23) The driveway connection to HWY 70 shall be redesigned to drain into Detention Area #3; it is currently flowing on to HWY 70.
- 24) Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms.
- 25) A structure table and pipe table must be labeled to show public and private drainage lines.

Erosion Control Plan:

- 26) The Engineer shall prepare and submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department.
- 27) Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of

Bartlett Engineering Department.

28) Metal posts with wired backed fence are required on the proposed silt fences.

Planning Conditions:

1. On the site plan submittal to the Planning Commission, the applicant shall show Article 6, Section 23, landscaping plate 23D on the north side of property in addition to the existing mature landscaping.
2. The applicant shall relocate the fuel center away from residential zoning to another location on the property.
3. Pavement shall be either asphalt or concrete as gravel is not an approved pavement surface.
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
5. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission.
6. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, incorporating the above listed conditions, is approved.

ADOPTED THIS 14th DAY OF DECEMBER, 2021.

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

A. Keith McDonald, Mayor

Penny Medlock, 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 Special Use Permit Approval

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

Requested Special Use Truck or Trailer Rental
Property Address North Quadrant of Summer Avenue and Altruria Road
Present Zoning Commercial: C-H
Owner/Developer Contact Wythe Rhett Phone 662-549-1003
Company Name Southernave Properties, LLC Fax _____
Address 2942 Bluecutt Road, Columbus, MS 39705
Email Address wythe@realstateinc.com
Architect Contact Mark Hawks Phone 731-234-2699
Company Name Mark Hawks, Architect Fax _____
Address 66 Woodward Lane, Jackson, TN 38301
Email Address mwhawks@aercoas.net
Engineer Contact Tommy Dean or Kevin Hall Phone 662-423-9104
Company Name Dean McRae Engineering Fax _____
Address P.O. Box 573, Juka, MS 38852
Email Address tdcan@deanmcrae.com or kevin@khs-design.com

Submitted by TERENCE INGRAM [Signature] 9.7.2021
(printed name) (signature) (date)
Email Address INGRAMCONSTRUCTORS@gmail.com Phone _____ Fax _____

Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

Attach a checked-off "Special Use Permit Checklist" and all items required therein.

Provide 18-folded ($\pm 10"x13"$) 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 for five (5) acres or less, plus \$50 per acre (after the first five) to a maximum of \$3,000. The fee is not refundable.

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

Wythe Rhett [Signature] 9/7/2021
(print name) (signature) (date)

RECEIVED
SEP 07 2021
CITY OF BARTLETT

**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

Special Use Permit Checklist

Plot Plan and Legal Description (each parcel, if more than one)

- _____ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
 - _____ Adjoining public street rights-of-way
 - _____ Area (acres)
 - _____ Present zoning
 - _____ Requested special use, including purpose (attach statement, one page maximum)
 - _____ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - _____ Drainage
 - _____ Driveways
 - _____ Parking area
 - _____ Buffer planting areas
 - _____ Type and location of any easements
 - _____ If Site Plan application and approval are necessary, conformance to Tree Ordinance is required.

_____ Other pertinent information as required through staff consultation.

_____ Legal description (may be attached to plot plan).

_____ One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

_____ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

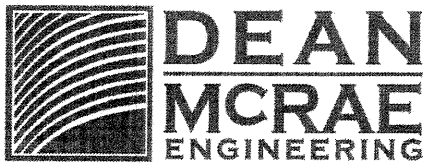
_____ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

_____ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.

_____ Self-adhesive mailing labels for the list of property owners (two sets).

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED



308 Grisham Street
P.O. Box 573
Iuka, Mississippi 38852
662.423.9104
FAX: 662.423.0096

Request for Special Use Permit:

Altruria Road and Hwy 70/ Summar Ave.
Bartlett, TN 38134

Owner:

Sunbelt Rentals
Southernaire Properties, LLC
2942 Bluecutt Road
Columbus, MS 39705

Building Use:

The building is used for Sunbelt Rentals, Construction Equipment. These rentals are for Construction Companies and will consist of equipment such as: scissor lifts, backhoes, bob-cats, residential and small construction equipment.

80% is delivered and picked up by Sunbelt Rentals.

Hours of operation are 8am to 5pm, Monday thru Friday and they will be closed on Saturday and Sunday.

Based upon these hours, this operation should not interfere with the adjacent Church on Altruria.

Tommy Dean, PE PLS
Dean McRae Engineering, Inc.



Tom Leatherwood
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

	
16083821	
08/17/2016 - 09:24 AM	
2 PGS	
TAMMY	1498242-16083821
VALUE	149900.00
MORTGAGE TAX	0.00
TRANSFER TAX	554.63
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	567.63
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

WARRANTY DEED

THIS INDENTURE, made and entered into on this 5th day of **August, 2016**, by and between **STEVE ALFORD, unmarried** party of the first part, and **HARPER & HARPER ENTERPRISE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee:

Lot 12, J.D. and J.A. Kearney Subdivision, as shown on plat of record in Plat Book 13, Page 13, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

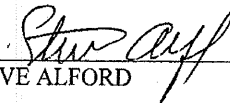
Being the same property conveyed to Grantor by Quit Claim Deed of record at Inst. No. 08145374, in said Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set out above; subdivision restrictions, building lines and easements of record in Plat Book 13, Page 13; Deed Restrictions at Book 1941, Page 361; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

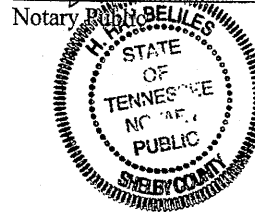

STEVE ALFORD

STATE OF TN
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, STEVE ALFORD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand, at office, this 5th day of August, 2016.

My Commission Expires: 1/20/20



Property Owner and
Property address:

Harper & Harper Enterprise, LLC
0 Highway 70
Bartlett, Tn. 38134

Mail Tax Bills To: Property owner:
Harper & Harper Enterprise, LLC
6295 Hawks Call Ln.
Bartlett, Tn. 38135-7412

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$149,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

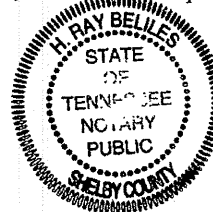
Subscribed and sworn to before me this 5th
day of August, 2016.

Notary Public

This instrument Prepared by
and Return To:
Title and Escrow Services, Inc.
1669 Kirby Parkway, Suite 100
Memphis, Tennessee 38120
901-753-6030

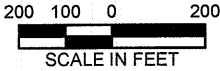
Tax I. D: B01-66-C00004

My Commission Expires: 1/20/20



Return to:
Chicago Title & Insurance Company
1000 N. Dearborn Street
Chicago, IL 60610
60600-0000

Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3054 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria



- | | | |
|--|--|---|
| 1) Greenway Home Services LLC
7550 E Bartlett Corporate Dr. E #101
Bartlett, TN 38133-3963 | 22) Oncall HVAC LLC
4169 Catawba Ave.
Carrollton, TX 75010-1197 | 43) Michael Claxton
6562 Whitten Grove Dr.
Memphis, TN 38134-4707 |
| 2) William A. McMahan, Jr
4666 Wild Fern Dr.
Bartlett, TN 38135 | 23) Acts Korean Presbyterian Church of Memphis
5529 Summer Ave.
Bartlett, TN 38134 | 44) Antonio Morales
6547 Whitten Grove Dr.
Memphis, TN 38134-4780 |
| 3) AAA Collision Center LLC
6420 Summer Ave.
Bartlett, TN 38134-5966 | 24) Ronney S. & Sandra N. Daniel
2522 Juneway Dr.
Memphis, TN 38134-4739 | 45) Tommy & Lise Williams
3090 Briarty Lane
Bartlett, TN 38135-3520 |
| 4) Peter W. Wofford
3329 Poplar Ave.
Memphis, TN 38111-4673 | 25) Troy & Lisa Liebschwager
2542 Juneway Dr.
Bartlett, TN 38134-4739 | 46) Noel & Anita Das
6561 Whitten Grove Dr.
Memphis, TN 38134-4780 |
| 5) Rohan Properties LLC
9000 Forest Hill Irene CV
Germantown, TN 38139-6619 | 26) Joshua M. Anderson
2525 Altruria Rd.
Bartlett, TN 38134-4721 | 47) Oudom Phomphakdy
3297 Richland View Ln.
Bartlett, TN 38133-1806 |
| 6) David & Jennifer Bowen
6518 Elmore Rd.
Bartlett, TN 38134-5940 | 27) Richard S. & Brittany D. Jarvis
2539 Altruria Rd.
Bartlett, TN 38134-4721 | 48) Johnathan Vergara
6546 Elmore Ridge Ln.
Memphis, TN 38134-4713 |
| 7) Roderick Grigsby
2393 Charles Bryan Rd.
Memphis, TN 38134-4725 | 28) Joseph D. Reno
2557 Altruria Rd.
Bartlett, TN 38134-4721 | 49) Katherine Pratt
2628 Sleepy Bend Cove
Memphis, TN 38133-5037 |
| 8) Colby B. Sandlian & Genevieve B. Sandlian
Revocable Trust and
10913 E 126th St.
Fishers, IN 46038-9418 | 29) Edith S. Logue (Estate of)
2544 Altruria Rd.
Memphis, TN 38134 | 50) David Arocho
6562 Elmore Ridge Ln.
Memphis, TN 38134-4713 |
| 9) H&H Investments LLC
6420 Summer Ave.
Bartlett, TN 38134-5966 | 30) Michael L. & Rebecca L. Luman
2559 Altruria Rd.
Memphis, TN 38134-4721 | 51) Yamasa Co, LTD.
P.O. Box 4090
Scottsdale, AZ 85261-4090 |
| 10) Alberto Delgado
6874 Green Crest Dr.
Memphis, TN 38133-4816 | 31) Kendall Family Revocable Trust
2580 Altruria Rd.
Memphis, TN 38134-4760 | 52) Maria Fierro & Luis Galvan
6547 Elmore Ridge Ln.
Memphis, TN 38134-4720 |
| 11) Martin F. Dominguez & Alma R. Felix
2411 Charles Bryan Rd.
Memphis, TN 38134-4725 | 32) Bobbie N. Guinn & Shirley J. Robinson
2565 Juneway Dr.
Memphis, TN 38134-4762 | 53) NAPA Homes, LLC
10023 NW 53rd Ct.
Coral Springs, FL 33076-2422 |
| 12) Brantley F. & Bernice Holland
2425 Charles Bryan Rd.
Memphis, TN 38134-4725 | 33) Murray & Elizabeth McCown
2560 Juneway Dr.
Bartlett, TN 38134-4739 | 54) Kathryn L. Hollahan
11020 Road 105
Mancos, CO 81328-9300 |
| 13) William D. Anderson & June E. Anderson
2509 Altruria Rd.
Memphis, TN 38134-4721 | 34) James Bennett & Pamela Warrington
296 Raintree Dr.
Hendersonville, TN 37075-5209 | 55) James & Deborah Leafey
6569 Elmore Ridge Ln.
Memphis, TN 38134-4720 |
| 14) Kidist Mariam Ethiopian Orthodox Tewahedo
Church of Memphis
2449 Altruria Rd.
Memphis, TN 38134-4721 | 35) Betty McBroom & June Tucker
2580 Juneway Dr.
Memphis, TN 38134 | 56) Timothy Dacus
6548 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 15) Automatic Gates Construction LLC
6483 Summer Ave.
Memphis, TN 38134-4757 | 36) James Bennett & Pamela Warrington
296 Raintree Dr.
Hendersonville, TN 37075-5209 | 57) Gerardo Ayala
6556 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 16) Automatic Gates Construction LLC
6483 Summer Ave.
Memphis, TN 38134-4757 | 37) Billie S. Edwards
2596 Altruria Rd.
Bartlett, TN 38134-4760 | 58) Landon Lane
6564 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 17) Ricky D. Guess & Cynthia L. Guess Revocable
Trust
3442 Flintrock Dr.
Bartlett, TN 38135-2431 | 38) Timothy & Margaret Albin
2597 Juneway Dr.
Memphis, TN 38134-4762 | 59) Chasity McDonald
6570 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 18) Judy C. Dorsey & Stephanie C. Sweda
520 Helene Dr.
Arlington, TN 38002-4432 | 39) James & Helen Callicutt
2598 Juneway Dr.
Memphis, TN 38134-4739 | 60) Juan & Antonia Garcia
6549 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 19) Catherine D. Swan Living Trust
6501 Summer Ave.
Bartlett, TN 38134-4757 | 40) Rodolfo & Sandra Ramirez
8682 Chris Suzanne Cir.
Cordova, TN 38018-7302 | 61) Miguel Ordaz
6557 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 20) John K. McIntyre
P.O. Box 15
Macon, TN 38048 | 41) Allison M. Broady
6548 Whitten Grove Dr.
Memphis, TN 38134-4707 | 62) Roosevelt & Tracie Robinson
6565 Charles Bryan Cove
Memphis, TN 38134-4706 |
| 21) Harriet P. McLean General Partnership
8820 Somerset Ln.
Germantown, TN 38138 | 42) Chanhaw Ki
6556 Whitten Grove Dr.
Memphis, TN 38134-4707 | 63) Albright Investments, LLC
2171 Judicial Dr. Suite 120
Germantown, TN 38138-3867 |

DRAWN BY: K. HALL
CHECKED BY: T. DEAN
SCALE: GRAPHIC
DATE: SEPTEMBER 2021
PROJECT NO.: KHS21-052

SUNBELT RENTALS
SOUTHERNAIRE PROPERTIES, LLC
2942 BLUECUTT ROAD
COLUMBUS, MS 39705



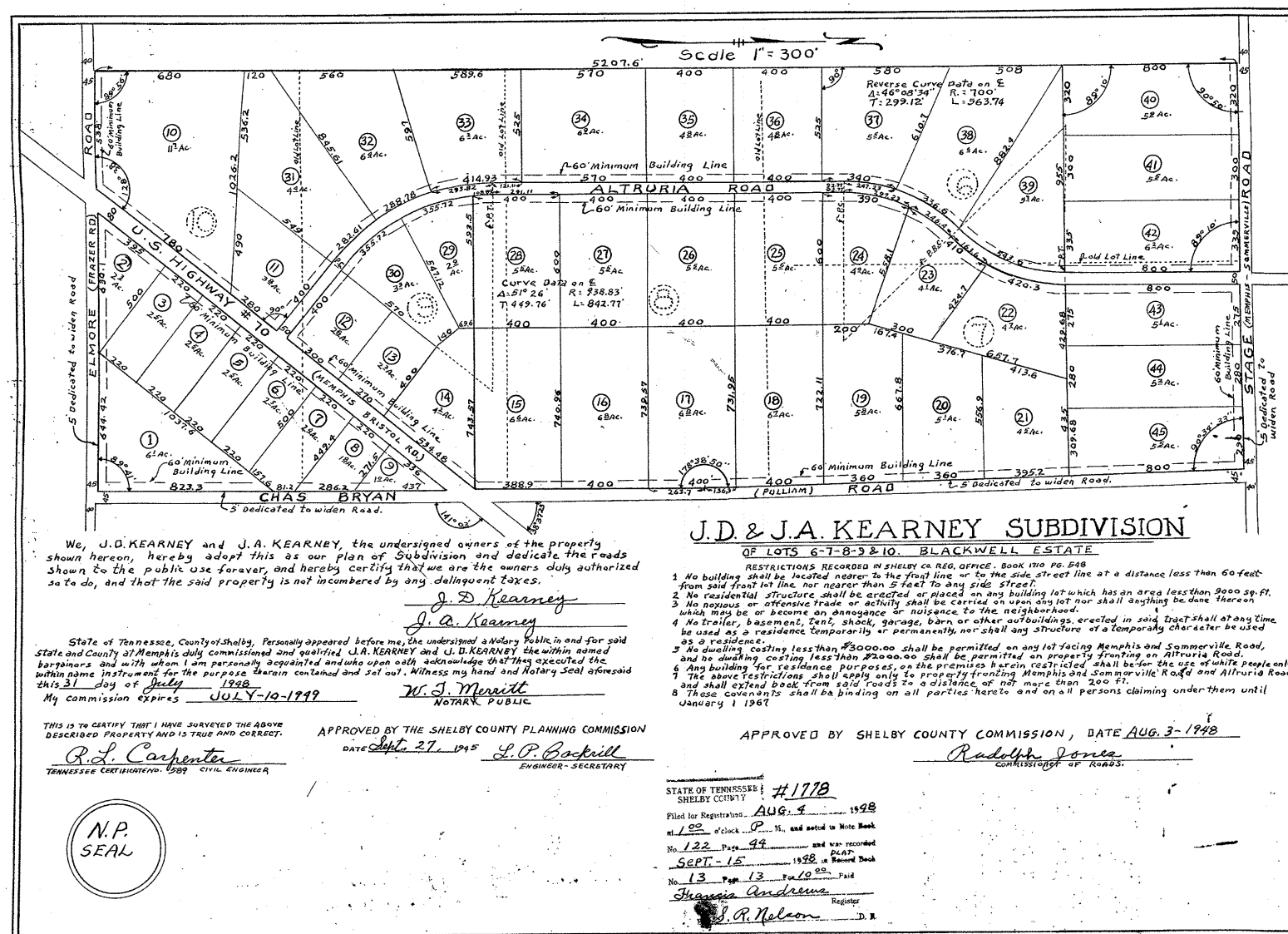
DEAN
McRAE
ENGINEERING, INC.
308 GRISHAM STREET
P.O. BOX 573
IUKA, MISSISSIPPI 38852
PHONE: (662)423-9104
EMAIL: tdean@deanmcrae.com

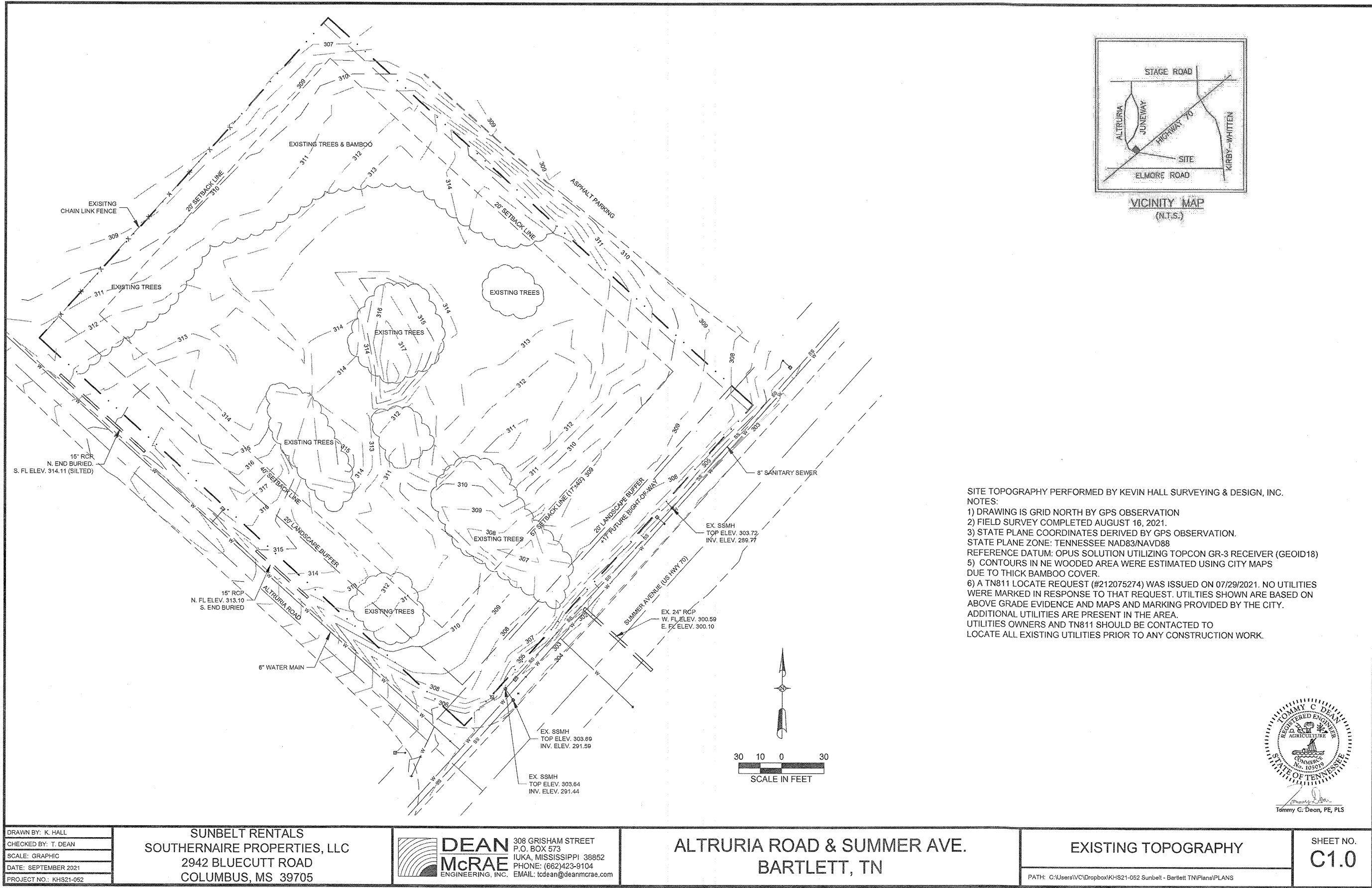
ALTRURIA ROAD & SUMMER AVE.
BARTLETT, TN

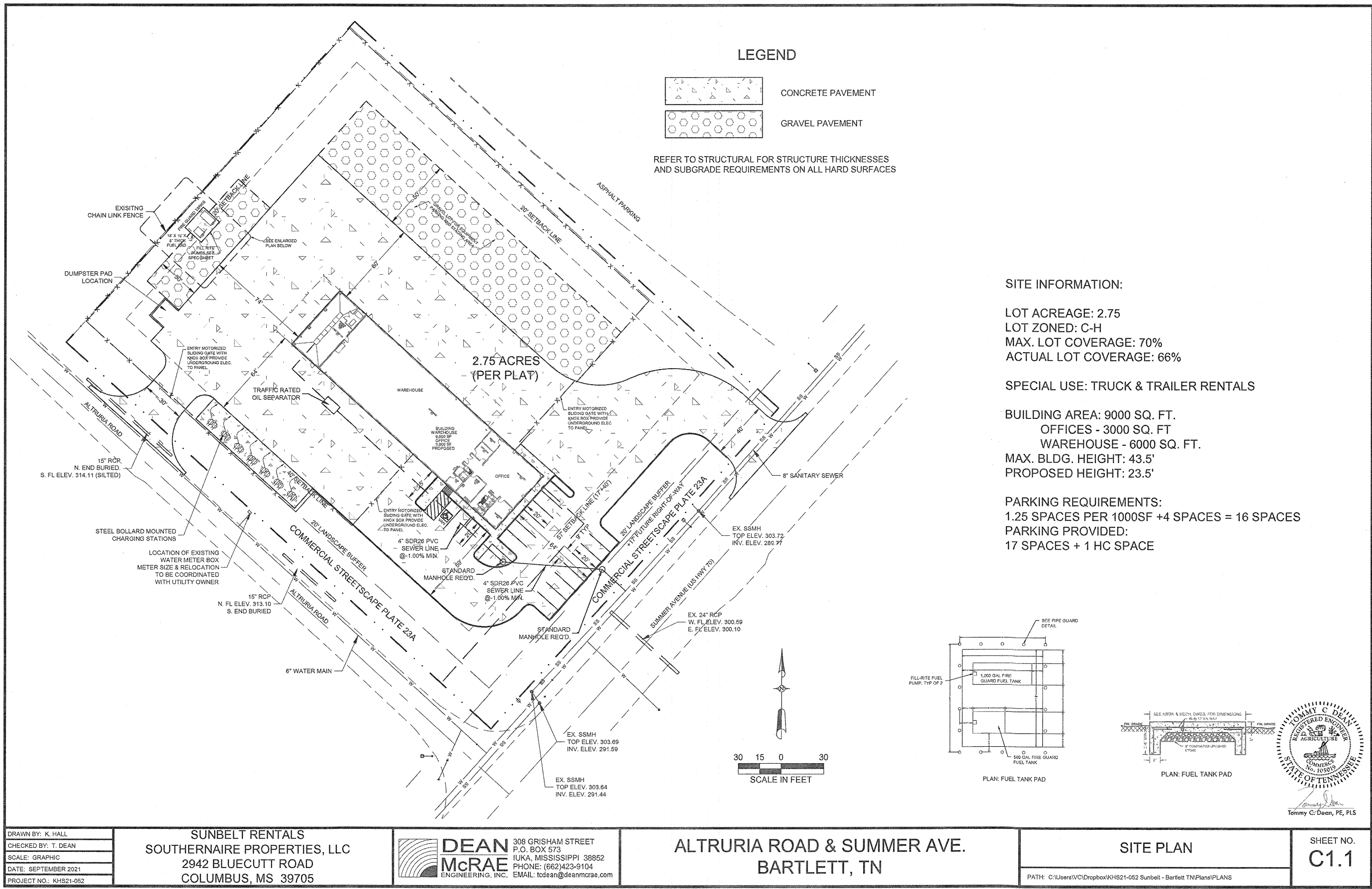
PROPERTY OWNERSHIP MAP

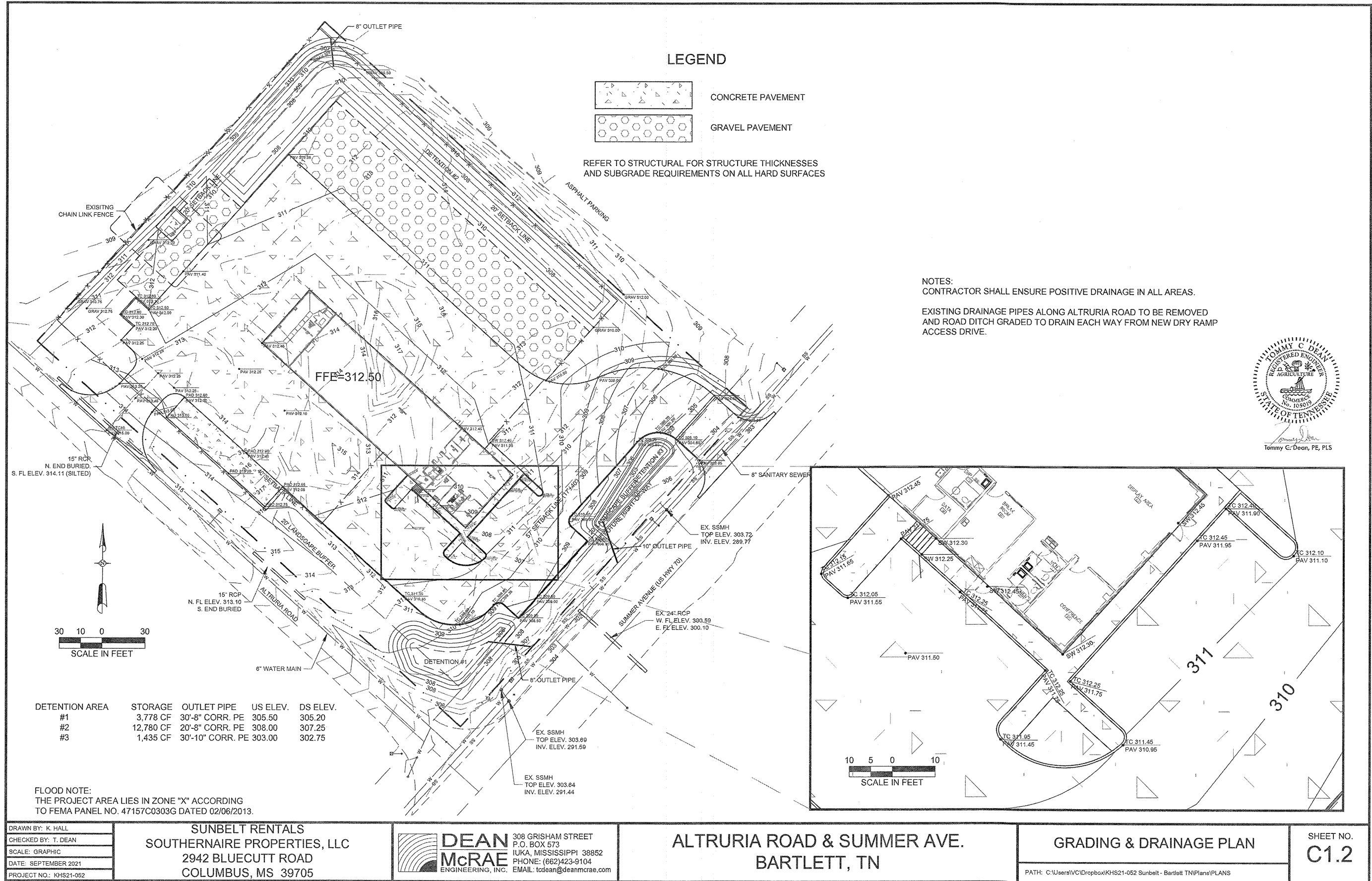
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SHEET NO.
PM1

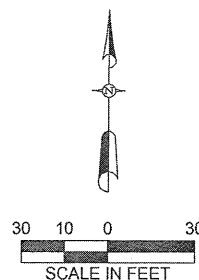






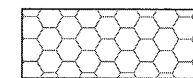


Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3054 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria



LEGEND

CONSTRUCTION ENTRANCE



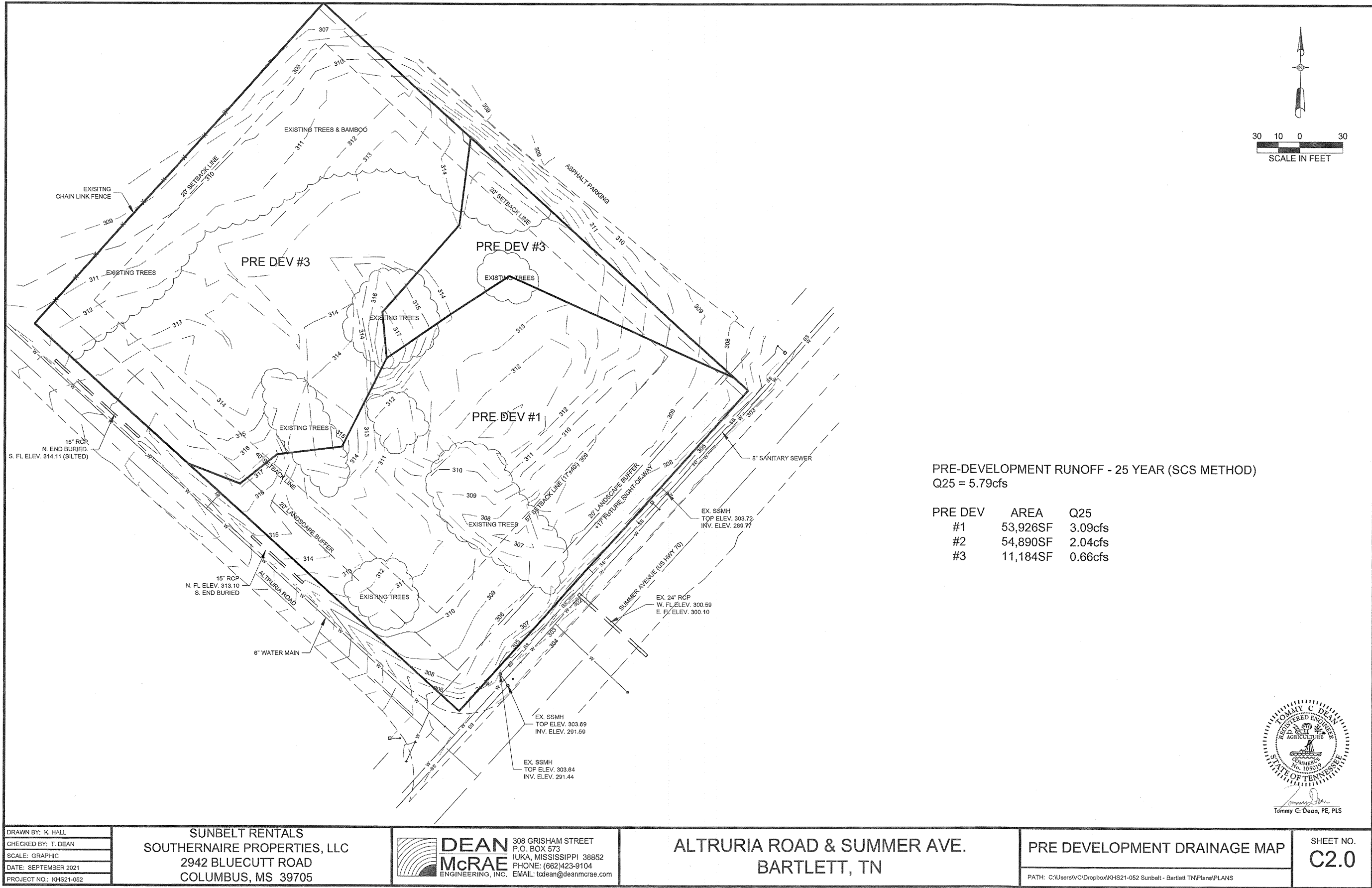
PROPOSED SILT FENCE

PROPOSED WATTLES

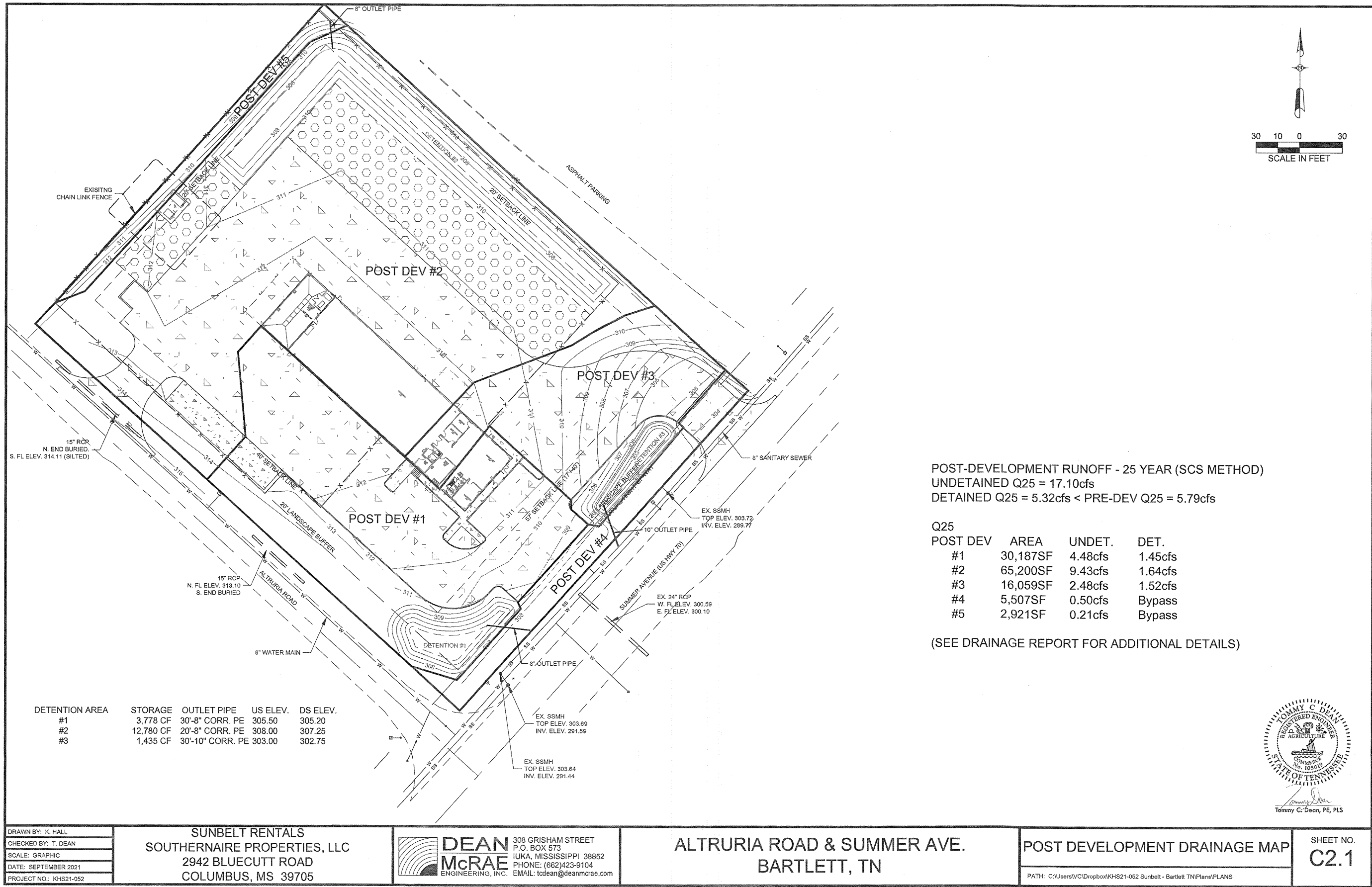


SHEET NO.
C1.3

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Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3054 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria



Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3054 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 12/14/21 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

AGENDA ITEM

**Minimum bond subdivision contract for The Carriage Houses
at Harrington Creek Phase I.**

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: THE CARRIAGE HOUSES AT HARRINGTON CREEK, PHASE 1 dated September 7, 2021, made by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and established certain conditions for approval of the Final Plat of said subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

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

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

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

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

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

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

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.
17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.
18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for

completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V**WATER SERVICE EXPANSION FEE**

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

VI**SEWER SERVICE**

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII**SEWER CONNECTION CHARGE**

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or

sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the

drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

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

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage

improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its

geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.
4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

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

XVII**PARKLAND FEES**

DEVELOPER will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

1. This subdivision is being constructed with a private access drive/ road, it will be the DEVELOPER'S responsibility to provide the final lift of asphalt on this surface. After the contract is complete the maintenance of the private road will be the responsibility of the Home Owners Association.
2. The grading and pond work in the contract will modify the existing floodplain. As part of this contract requirements, the DEVELOPER will be required to complete a Letter of Map Revision (LOMR) through FEMA.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
Valenti Development Group, LLC**

I. Due at Execution of Subdivision Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost =	\$45,159.00)	<u>\$6,773.85</u>
2.	a. Water System Engineering and Subdivision Review (@) 6% of Water Main Cost		<u>\$2,709.54</u>
	b. Subdivision & site plan review fee @ \$175 per lot. 16 Lots		<u>\$2,800.00</u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$160.00 \$25.00 implies \$70.00		<u>\$160.00</u>
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost =	\$12,819.12 \$4,800.00 \$427,304.00	<u>\$12,819.12</u>
5	Water Connection Fee @ \$2,000.00 per Lot 16 Lots	\$2,000.00	<u>\$32,000.00</u>
6	Sewer Connection Fee @ \$2000.00 per Lot 16 Lots	\$2,000.00	<u>\$32,000.00</u>

7	DRAINAGE BASIN- Harrington Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 0 Lots		<u>\$0.00</u>
8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 16 Lots	\$4,000.00	<u>\$4,000.00</u>
9	City portion of Water Improvements		<u>\$0.00</u>
10	DISTRICT _____ 3 Park Land Development Fee @ \$700.00 per Lot 16 Lots	\$700.00	<u>\$11,200.00</u>
TOTAL DUE CITY			\$104,462.51

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

1. Asphalt Paving Cost (Estimated Construction Cost)	<u>PRIVATE</u>
2. Street Light (Estimated at \$650.00 per lot) 16 Lots	<u>PRIVATE</u>
TOTAL DUE II	\$0.00

III. Upon Execution of Subdivision Contract and
Before Construction Begins

BOND **\$92,140.00**

IV. Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

HOA set up costs of \$100/ lot to be held until
HOA is turned over to residents in a formal
meeting, and minutes from that meeting are
provided to the City of Bartlett Planning and
Engineering Offices.

16 Lots

\$ 1,600.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
 Bartlett, Tennessee, this _____ day of _____, _____.

 CITY OF BARTLETT

 VALENTI DEVELOPMENT GROUP, LLC

 TYPED OR PRINTED SIGNATURE

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Location Map



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/14/21 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision contract for Cavallo Subdivision.

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
Entitled: CAVALLO SUBDIVISION dated NOVEMBER 1, 2021, made by the DEVELOPER;
and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and
established certain conditions for approval of the Final Plat of said subdivision in accordance with
Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which
is the approval of this Development Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; AND

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

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

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

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

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

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

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.
17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.
18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been

assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be

installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.
2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.
4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.
5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.
6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty

period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV**BONDING REQUIREMENTS**

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI**HOLD HARMLESS**

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

XVII

PARKLAND FEES

Developer will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
Cavallo S/D**

I. Due at Execution of Subdivision Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00
2.	a. Water System Engineering and Subdivision Review (@) 6% of Water Main Cost	\$0.00
	b. Subdivision & site plan review fee @ \$175 per lot. (2 Lot)	\$350.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$20.00 \$25.00 implies \$25.00	\$25.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost = \$0.00	\$0.00 \$300.00 \$600.00
5	Water Connection Fee @ \$2,000.00 per Lot 1 Lots \$2,000.00	\$2,000.00
6	Sewer Connection Fee @ \$2000.00 per Lot 1 Lots \$2,000.00	NORTH BASIN \$2,000.00
7	DRAINAGE BASIN (Fletcher) Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 2 Lots \$500.00	\$1,000.00

Attachment: Cavallo SD CONTRACT (3073 : Subdivision Contract for Cavallo Subdivision)

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 2 Lots	\$0.00	\$0.00
9	City portion of Water Improvements		\$0.00
10	DISTRICT _____ Park Land Development Fee @ \$700.00 per Lot 2 Lots	\$700.00	\$1,400.00
TOTAL DUE CITY			\$7,375.00

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$0.00
2. Street Light (Estimated at \$650.00 per lot) 2 Lots	\$0.00
TOTAL DUE II	\$0.00

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$0.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

MICHELLE CAVALLO

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: CITY ENGINEER _____

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Cavallo SD CONTRACT (3073 : Subdivision Contract for Cavallo Subdivision)

Location Map



Attachment: Location Map (3073 : Subdivision Contract for Cavallo Subdivision)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 12/14/21 06:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

AGENDA ITEM

Proposal for survey and design for the Appling/Memphis-Arlington Road Drainage Design Project.

Several residences along Appling Road (north of US 70) are experiencing excessive drainage problems. In order to correct these drainage problems, the area must be surveyed and an engineer is needed to design a new drainage system that can be built by a contractor. (See attached map). The selection committee has selected Cannon & Cannon Engineering Consultants for this project. Attached is a proposal from Cannon & Cannon to survey and design this new drainage system for a fee of \$49,885.00. Please authorize \$49,885.00 for this proposal. Funding is available in Account 311.48311.453.



October 19, 2021

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

RE: Appling Road Drainage Design Project

Dear Rick:

Thank you and the Selection Committee for providing Cannon & Cannon, Inc. (CCI) with the opportunity to provide engineering services for the referenced project.

Attached is the proposed Scope and Fee for the project. Please let us know if you have any questions or concerns regarding our submittal.

Again, thank you for this opportunity.

Very truly yours,

A handwritten signature in black ink that reads 'Wain Gaskins, P.E.'.

Wain Gaskins, PE
Vice President

cc: John Horne, PE

Attachment:



SCOPE OF SERVICES
APPLING ROAD DRAINAGE DESIGN PROJECT
BARTLETT, TN
October 19, 2021

The following Scope of Services and Fee relates the Cannon & Cannon, Inc. (CCI) understanding of the referenced project based on information obtained from The City of Bartlett (Client).

Task I – Project Management

CCI will participate in bi-weekly project team status meetings with the Client to discuss the project, schedule, data requirements, Information obtained, coordination, and other project specific items. These meetings will be on predetermined days as mutually agreed upon and subject to change, if necessary.

CCI will provide monthly invoices based on percentage complete along with a progress report.

CCI will address questions regarding the project from citizens within the project area (if approved by the Client)

Task II- Survey

Due to the consideration of up to three (3) alternative designs, a comprehensive survey of the area to obtain data along each potential route and parcels impacted. A total of six (6) construction easements was assumed for the purposes of this effort.

A topographic survey will be conducted within the study area to establish elevations necessary to develop alternative drainage solutions. In addition, utilities, poles, trees, structures, pools, driveways, and other features that would impact the design of a drainage system will be identified.

The survey area is shown in Exhibit A and generally includes the area bounded by the south ROW line of Memphis-Arlington Road; the west curb line of Appling Road from Memphis-Arlington Road to Delmonico Cove; the east property line of the residential lots along Appling Road from Memphis-Arlington Road to Delmonico Cove; and the south property line of 3910 Appling Road. In addition, the inlet structure near the southeast corner of 3910 Appling Road will be identified and noted. The inlet structure in front of 3943 Wheeler's Place will be surveyed to determine the curb elevation and flow lines.

The obtained survey information will be plotted and compared to previously obtained survey data provided by the Client. A meeting will be held with the Client to review the compiled survey data and to address any deficiencies that may be noted.

Task III – Conceptual Design Alternatives

Using the survey information collected, The CCI team will develop up to three alternative drainage alignments for consideration. Based on the survey information obtained, some



alternate alignments may be dismissed based on the flowline elevations of any existing drainage system that may be connected with the potential alternative(s).

The alternatives will be developed to a level where the alignments, flowlines, locations of structures, property impacts, and potential easements can be identified and planning level opinions of probable costs can be developed.

Possible alternatives for consideration are:

1. Connecting to the existing drainage line (or installing a new drainage line) in Appling Road. This could include lowering the existing drain line to accommodate flow from the properties to the east. This would likely connect to the inlet structure in the southeast corner of 3910 Appling Road
2. Installing a new drainage line in the east ROW of Appling Road (or in an easement adjacent to the ROW) to collect flow from the properties to the east. This would likely connect to the inlet structure in the southeast corner of 3910 Appling Road
3. Installing a new drainage system along (or near) the east property lines of the parcels experiencing stormwater impacts and connecting to the inlet structure in the southeast corner of 3910 Appling Road

Each alternative evaluated will include all necessary pipes, structures, etc., necessary to collect the stormwater at the impacted properties. Some possible alternatives may be ruled out based on the review of the survey data.

Task IV – Neighborhood Meeting

CCI will assist the Client in meeting with the concerned citizens of the study area to display maps and each viable alternative and discuss any issues the citizens may raise. CCI will document the meeting minutes and provide a draft of the results to the Client.

Upon completion of the neighborhood meeting and review of the meeting minutes, CCI will meet with the Client to determine which alternative the Client has decided to move into the design phase.

Task V – TDEC Permitting

It is our understanding that a TDEC SWPP will be required for this project. CCI will prepare the permit application to TDEC. The City of Bartlett will be responsible for the TDEC fees associated with the permit application

Task VI – Design Preferred Alternative

Based on the alternative selected for final design, some additional survey may be required to any easements that may be required to develop plats for acquisition. It is anticipated any additional surveys will be authorized under **Additional Services**

CCI proceed with the development of construction documents for the selected alternative. The designed will be performed consistent with City of Bartlett guidelines, regulations and standards. The review documents will be submitted to the Client electronically.



Construction documents will be developed to the 60% phase for submittal to the Client for review. Upon acceptance and adjustments resulting for the review, CCI will complete the design to the 100% level and submit to the Client for final review. Under completion of the final review, the bid documents will be submitted to the Client electronically.

The construction documents will include all appropriate general notes, conditions, special drawings, standard drawings, erosion control plans, quantities necessary for a bid book. CCI will assist the Client in the development of a construction contract for bid. An opinion of probable costs will also be submitted to the Client along with the construction documents for bid.

Task VII – Bid/Construction Services

CCI will assist the Client in the review of the submitted contractor bids, respond to Requests for Information (RFI) and bidder questions for addenda, and review contractor materials submittals (once the project is awarded). A CCI representative will be available to attend both the pre-bid and pre-construction conferences

Additional Services

CCI is available to provide additional survey services should it be needed based on the alternative selected for design and development of any ROW/easement plats. These will be provided at the hourly rates in that attached Rate Schedule. Any request for additional services must be in writing.

Deliverables:

A Bid-ready set of construction documents, including plan/profile sheet, standard construction notes/special provisions, quantities, opinion of probable costs, and assistance with the bidding process. A set of full-sized hard copy set of plans will be provided for both the preliminary and final submittals along with an electronic format of the construction documents.

Schedule:

CCI anticipates submission of the Conceptual Design Alternatives study within eight weeks of notice to proceed, assuming no weather delays related to the survey. Upon City selection of the preferred alternative for design, CCI will submit 60% plans within four weeks of the notice to proceed and final plans within two weeks of receiving the 60% review comments.

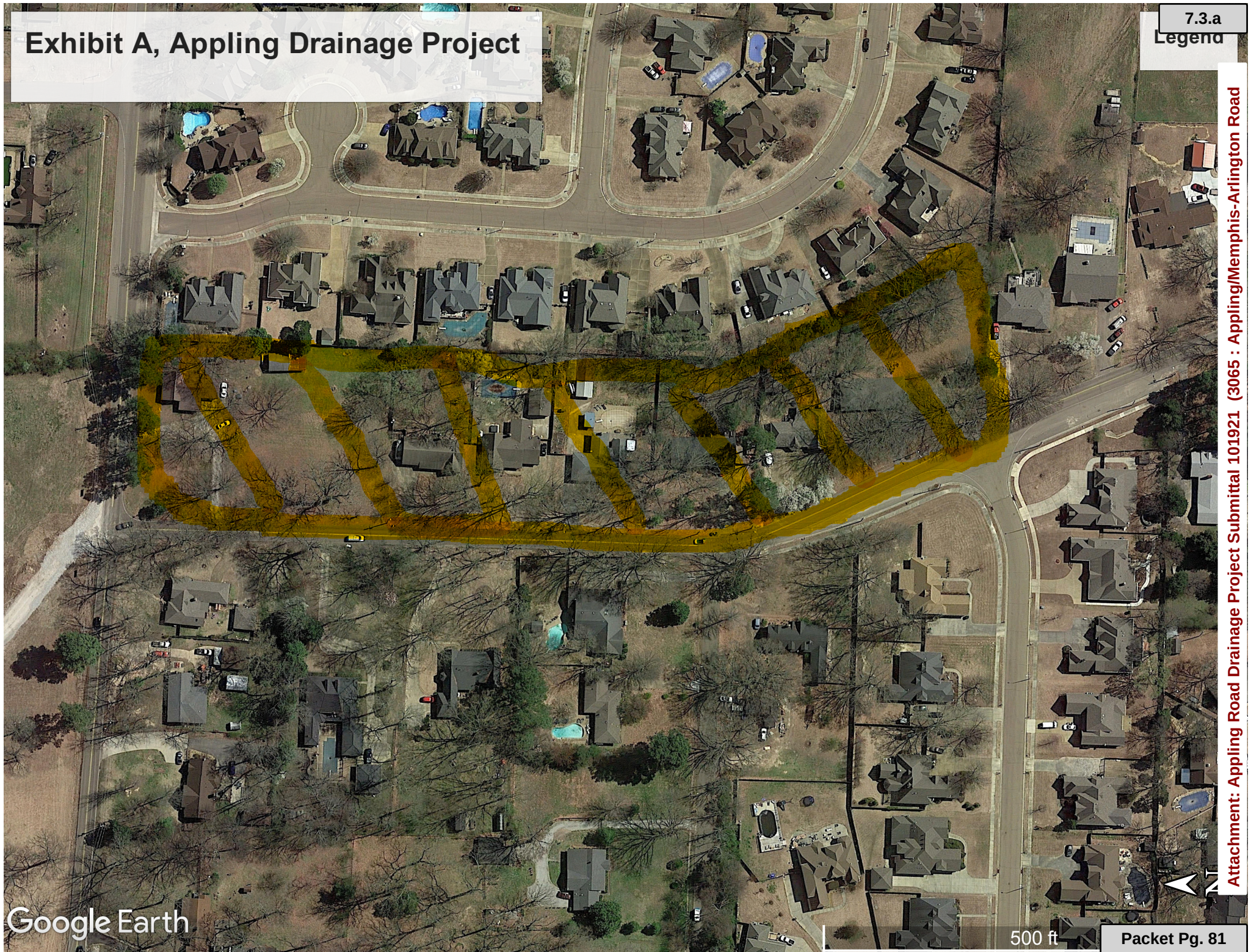
Fee:

The lump sum fees for the above identified tasks are as follows:

Task I -	\$ 750.00
Task II -	\$18,875.00
Task III -	\$13,720.00
Task IV -	\$ 4,590.00
Task V	\$ 7,500.00
Task VI	\$ 950.00
Task VII	<u>\$ 3,500.00</u>
Total	\$49,885.00

Exhibit A, Appling Drainage Project

7.3.a
Legend



Google Earth

500 ft

Packet Pg. 81

Attachment: Appling Road Drainage Project Submittal 101921 (3065 : Appling/Memphis-Arlington Road

SCHEDULE OF CHARGES – HOURLY RATE BASIS

CIVIL PROJECT MANAGEMENT & DESIGN

Senior Civil Project Manager.....	\$195.00 per hour
Civil Project Manager.....	\$170.00 per hour
Senior Civil Project Engineer.....	\$150.00 per hour
Civil Project Engineer.....	\$140.00 per hour
Senior Civil Engineering Designer.....	\$120.00 per hour
Civil Engineering Designer.....	\$110.00 per hour
Project Technician II.....	\$95.00 per hour
Project Technician I	\$75.00 per hour

ELECTRICAL PROJECT MANAGEMENT & DESIGN

Senior Electrical Project Manager.....	\$200.00 per hour
Electrical Project Manager.....	\$175.00 per hour
Senior Electrical Project Engineer.....	\$155.00 per hour
Electrical Project Engineer.....	\$145.00 per hour
Senior Electrical Engineering Designer.....	\$125.00 per hour
Electrical Engineering Designer.....	\$110.00 per hour
Project Technician II.....	\$95.00 per hour
Project Technician I	\$75.00 per hour

FIELD SURVEYING

Senior Project Manager.....	\$195.00 per hour
Project RLS.....	\$135.00 per hour
Senior Survey Technician.....	\$120.00 per hour
Field Crew.....	\$160.00 per hour
Drone Services (including pilot).....	\$350.00 per hour
Survey Technician.....	\$95.00 per hour

CONSTRUCTION PHASE SERVICES & ASSESSMENTS

Senior Project Manager.....	\$195.00 per hour
Project Manager	\$170.00 per hour
Senior Project Engineer.....	\$150.00 per hour
Project Engineer.....	\$140.00 per hour
Senior Resident Project Representative	\$135.00 per hour
Resident Project Representative.....	\$80.00 to \$100.00 per hour
Project Technician II.....	\$95.00 per hour
Project Technician I	\$75.00 per hour

Rates for Principles and other Professionals/Experts provided upon request as specific project necessitates.

Unless otherwise noted in the Agreement; outside services contracted for a specific project, including but not limited to professional and technical consultants, laboratory testing, reprographics, photography, etc. will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- Travel by company or private vehicle at reimbursable rate per Federal guidelines at time expense is incurred.
- Travel, living and per diem expenses for all personnel when required to be away from office in connection with the project will be evaluated on a project by project basis and provided for in the project contract.

Statements will be issued on a monthly basis and are due upon receipt.

Effective: November 2019

STANDARD PROFESSIONAL SERVICES FEES

JANUARY 1, 2021

<u>Classification</u>	<u>Hourly Fee</u>
1. Principal / Project Director	220.00
2. Senior Project Manager	200.00
3. Project Manager / Senior Architect / Senior Engineer	190.00
4. Architect / Engineer	155.00
5. Senior Designer	140.00
6. Survey Manager.....	140.00
7. Geologist.....	125.00
8. Professional Intern.....	125.00
9. Project Surveyor	125.00
10. UAS (Drone) / Seafloor Systems RCV (HyDrone) Pilot	125.00
11. Senior Scientist	115.00
12. Senior Technician.....	115.00
13. Technician / Inspector/ Project Coordinator	100.00
14. Scientist	100.00
15. Survey Team (2-person), Including Conventional Equipment*	160.00
16. Survey Team (3-person), Including Conventional Equipment*	195.00
17. Survey Team (4-person), Including Conventional Equipment*	230.00
* NOTE: A Robotic Total Station may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person survey Team then the client will be billed using a 3-person Survey Team Rate.	
18. GPS Survey Team (1-person)	165.00
19. GPS Survey Team (2-person)	210.00

- 20. Clerical 95.00
- 21. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,900), or architect/engineer (\$1,550).
- 22. A minimum of four (4) hours is charged for a survey team for any service occurrence.
- 23. A minimum of four (4) hours is charged for UAS (Drone) services.
- 24. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.
- 25. Overtime hourly rate is 1.5 times the regular hourly rate.
- 26. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$100 to \$150 depending on the level of expertise required and the frequency of the requirement for the specific individual.

OTHER SERVICES

- 27. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.
- 28. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.
- 29. Consultants will be charged at 1.15 times actual rates.
- 30. Printing, reproduction and express courier at 1.15 times cost.
- 31. Four-wheeler/All-Terrain vehicle (ATV) Rate is \$115.00 per day.
- 32. UAS (Drone) Services Rate is \$160 per hour.
- 33. Seafloor Systems (HyDrone) RCV Survey Boat Rate is \$120 per hour.



STANDARD TERMS AND CONDITIONS

PROJECT: Applying Road Drainage Project

CLIENT: City of Bartlett

1. ACCESS TO THE SITE / JOBSITE SAFETY:

Unless otherwise stated, CANNON & CANNON, INCORPORATED, hereinafter referred to as the CONSULTANT will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any damage.

The CLIENT understands that the CONSULTANT has not been retained and is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction related activities, nor jobsite safety. The CONSULTANT will not be responsible for any losses or injuries that occur at the Project site.

2. INDEMNIFICATIONS:

If any claim is brought against either the CLIENT or the CONSULTANT by any third party, relating in whole or in part to the negligence of the CLIENT or the CONSULTANT, each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.

The CONSULTANT is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

3. INSURANCE:

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CONSULTANT from claims of negligence, bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

4. RISK ALLOCATION / LIMITATION OF LIABILITY:

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of the CONSULTANT'S fee or Twenty-Five Thousand (\$25,000) dollars, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

5. OWNERSHIP AND REUSE OF DOCUMENTS:

All drawings, specifications (i.e., the Contract Documents) and other work products of the CONSULTANT pursuant to this Agreement shall remain property of the CONSULTANT and are instruments of service in respect to the Project only. They are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation

by the CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT; and the CLIENT shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the CONSULTANT to further compensation.

6. OPINIONS OF CONSTRUCTION COST:

Any opinion of probable construction cost prepared by the CONSULTANT represents the CONSULTANT'S judgment as design professionals and is supplied for general guidance of the CLIENT. Since the CONSULTANT has no control over the construction marketplace, the CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.

7. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

Where it is understood and agreed to that said Agreement does not include project observation or the review of the Contractor's performance or any construction phase services, the CLIENT shall be responsible at their sole discretion for such services. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for these services as provided for in the Agreement.

8. OTHER CONDITIONS:

Not Applicable

9. TERMINATION:

The obligation to provide further services under this Agreement may be terminated without cause by either party upon seven (7) days written notice. On termination by either the CLIENT or the CONSULTANT, the CLIENT shall pay the CONSULTANT with respect to any services performed to the date of termination (including all reimbursable expenses incurred).

10. DISPUTES RESOLUTION:

It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its rights would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.

11. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the Law of the State of Tennessee.

12. PAYMENTS TO CONSULTANTS

CLIENT will pay CONSULTANT for services as specified in the Work Authorization for each Project.

CONSULTANT shall prepare invoices on the basis indicated by the Work Authorization. Such invoices shall become due and payable upon receipt and in no case more than 30 days from the date of the invoice.

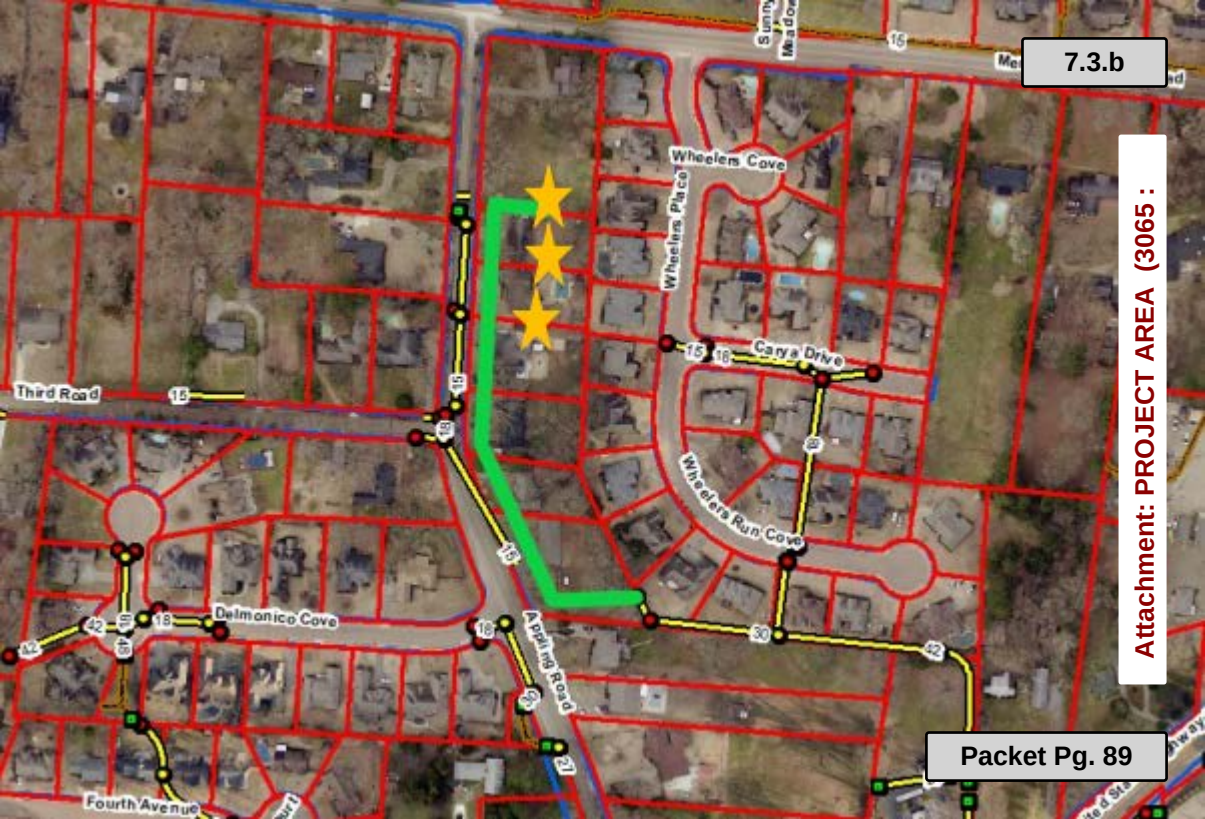
If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of invoice. CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services under any Work Authorization until all amounts due for services and expenses have been paid.

END OF STANDARD TERMS AND CONDITIONS

7.3.b

Attachment: PROJECT AREA (3065 :

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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/14/21 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for October 2021.



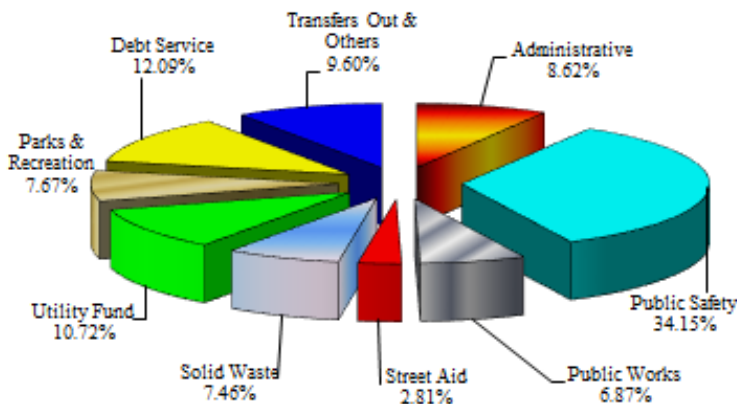
City of Bartlett

FINANCIAL REPORT

October 31, 2021

Total Expenditures, FY 2022 Budget: \$88,858,628

WHERE THE \$ GOES (Does not include School)

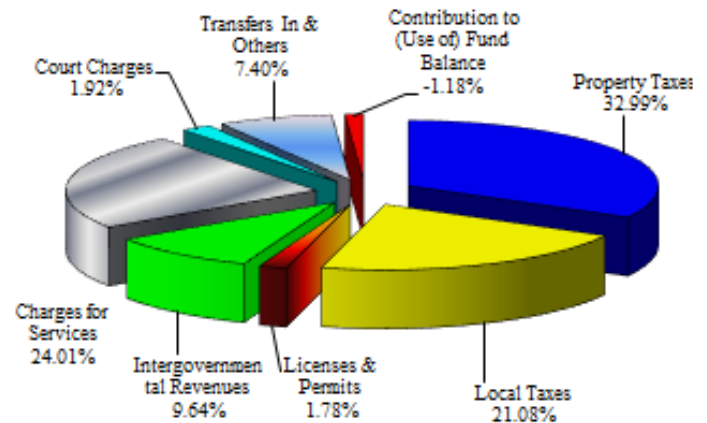


BUDGET HIGHLIGHTS

- June 30, 2021 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2021 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2020 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2022 Budget: \$88,858,628

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



FY 2022 YEAR-TO-DATE For The Period Ending October 31, 2021

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,038,743	\$ 2,360,174
Public Safety	29,839,577	9,736,301
Public Works	5,975,848	1,817,229
Parks and Recreation	6,206,768	2,237,935
Performing Arts	601,966	190,999
Transfers & Other Gen. Fund Items	7,389,019	6,901,019
Subtotal	\$ 57,051,921	\$ 23,243,658
General Fund Revenues		
Property Taxes	\$ 29,305,000	\$ 728,336
Local Taxes	14,894,090	2,735,136
Building and Development Fees	1,577,000	481,132
Intergovernmental	6,464,000	1,128,034
Charges for Services	3,106,325	1,117,491
Court Charges	1,406,000	445,351
Other Revenue	299,506	800,271
Subtotal	\$ 57,051,921	\$ 7,435,749
Special Rev. Funds-Expenditures	\$ 11,225,055	\$ 3,542,900
Special Rev. Funds-Revenues	\$ 11,225,055	\$ 6,065,541
Utility Expenses	\$ 10,169,300	\$ 3,068,864
Utility Revenues	\$ 10,169,300	\$ 3,603,658
Debt Service Expenditures	\$ 9,511,132	\$ 6,522,301
Debt Service Revenues	\$ 9,511,132	\$ 6,366,236
Total Expenditures	\$ 87,957,409	\$ 36,377,723
Total Revenues	\$ 87,957,409	\$ 23,471,184

Note: FY 2022 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility.

Attachment: Oct21FinRppt (3066 : Treasurer's Report for October 2021.)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending October 31, 2021

	FY 2021 Unaudited Actual	FY 2022 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2021	Year-to-Date Actual FY 2022	Increase/ Decrease in \$	Percent of FY 2021 Actual	Percent of FY 2022 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,389,575	\$ 7,038,743	\$ (350,832)	\$ 2,212,368	\$ 2,360,174	\$ 147,807	29.94%	33.53%	3.59%
Public Safety	28,533,748	29,839,577	1,305,829	9,608,283	9,736,301	128,018	33.67%	32.63%	-1.04%
Public Works	5,363,791	5,975,848	612,057	1,922,963	1,817,229	(105,734)	35.85%	30.41%	-5.44%
Parks and Recreation	5,497,026	6,090,520	593,494	1,925,598	2,237,935	312,337	35.03%	36.74%	1.71%
Performing Arts	494,296	718,214	223,918	120,976	190,999	70,023	24.47%	26.59%	2.12%
Transfers & Other Gen. Fund Items	8,341,345	7,389,019	(952,326)	1,737,826	6,901,019	5,163,193	20.83%	93.40%	72.56%
Total General Fund Expenditures	\$ 55,619,780	\$ 57,051,921	\$ 1,432,141	\$ 17,528,014	\$ 23,243,658	\$ 5,715,644	31.51%	40.74%	9.23%
General Fund Revenues									
Property Taxes	\$ 26,041,658	\$ 29,305,000	\$ 3,263,342	\$ 897,756	\$ 728,336	\$ (169,420)	3.45%	2.49%	-0.96%
Local Taxes	15,924,499	14,894,090	(1,030,409)	2,519,351	2,735,136	215,785	15.82%	18.36%	2.54%
Building and Development Fees	1,580,278	1,577,000	(3,278)	445,861	481,132	35,271	28.21%	30.51%	2.30%
Intergovernmental	7,139,019	6,464,000	(675,019)	927,106	1,128,034	200,928	12.99%	17.45%	4.46%
Charges for Services	3,120,059	3,106,325	(13,734)	766,274	1,117,491	351,216	24.56%	35.97%	11.42%
Court Charges	1,518,058	1,406,000	(112,058)	509,910	445,351	(64,558)	33.59%	31.68%	-1.91%
Other Revenue	4,835,411	299,506	(4,535,905)	4,548,025	800,271	(3,747,754)	94.06%	267.20%	173.14%
Total General Fund Revenues	\$ 60,158,982	\$ 57,051,921	\$ (3,107,060)	\$ 10,614,282	\$ 7,435,749	\$ (3,178,532)	17.64%	13.03%	-4.61%
Special Revenue Funds									
Street Aid Fund	\$ 2,172,003	\$ 2,500,000	\$ 327,997	\$ 605,003	\$ 813,815	\$ 208,812	27.85%	32.55%	4.70%
Solid Waste Fund	6,051,288	7,166,944	1,115,656	1,760,725	1,774,669	13,944	29.10%	24.76%	-4.33%
General Improvement Fund	703,729	787,500	83,771	229,566	267,083	37,517	32.62%	33.92%	1.29%
Drug Enforcement Fund	103,033	370,000	266,967	34,710	7,476	(27,233)	33.69%	2.02%	-31.67%
DEA Enforcement Fund	121,269	95,500	(25,769)	26,265	158,308	132,043	21.66%	165.77%	144.11%
Drainage Control Fund	111,622	125,111	13,489	37,017	36,777	(241)	33.16%	29.40%	-3.77%
Park Improvement Fund	142,367	150,000	7,633	0	7,921	7,921	0.00%	0.00%	0.00%
E-Citation Fund	15,656	30,000	14,344	6,732	0	(6,732)	0.00%	0.00%	0.00%
Grant Funds	3,958,780	0	(3,958,780)	746,151	476,851	(269,300)	18.85%	0.00%	-18.85%
Special Revenue Funds - Expenditures	\$ 13,379,749	\$ 11,225,055	\$ (2,154,694)	\$ 3,446,168	\$ 3,542,900	\$ 96,732	25.76%	31.56%	5.81%
Special Revenue Funds - Revenues	\$ 14,440,053	\$ 11,225,055	\$ (3,214,998)	\$ 3,806,458	\$ 6,065,541	\$ 2,259,082	26.36%	54.04%	27.68%
Utility Fund									
Total Utility Operations	\$ 7,160,862	\$ 9,798,173	\$ 2,637,311	\$ 2,184,844	\$ 2,323,348	\$ 138,504	30.51%	23.71%	-6.80%
Total Utility Debt Expenses	1,155,469	1,230,979	75,510	719,685	745,516	25,831	62.29%	60.56%	-1.72%
Total Utility Expenses	\$ 8,316,331	\$ 11,029,152	\$ 2,712,821	\$ 2,904,529	\$ 3,068,864	\$ 164,335	34.93%	27.83%	-7.10%
Total Utility Revenues	\$ 9,611,167	\$ 11,029,152	\$ 1,417,985	\$ 3,327,632	\$ 3,603,658	\$ 276,025	34.62%	32.67%	-1.95%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,169,024	\$ 9,552,500	\$ 383,476	\$ 6,475,149	\$ 6,522,301	\$ 47,152	70.62%	68.28%	-2.34%
Total Debt Service Revenues	\$ 10,105,513	\$ 9,552,500	\$ (553,013)	\$ 1,909,730	\$ 6,366,236	\$ 4,456,506	18.90%	66.64%	47.75%
Total Expenditures	\$ 86,484,884	\$ 88,858,628	\$ 2,373,745	\$ 30,353,860	\$ 36,377,723	\$ 6,023,863	35.10%	40.94%	5.84%
Total Revenues	\$ 94,315,715	\$ 88,858,628	\$ (5,457,086)	\$ 19,658,102	\$ 23,471,184	\$ 3,813,082	20.84%	26.41%	5.57%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3064)

Meeting: 12/14/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3064

Resolution 36-21, a resolution authorizing the City of Bartlett, Tennessee to participate in the Public Entity Partner's Property Conservation Matching Grant Program.

WHEREAS, the citizens of the City of Bartlett, Tennessee have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Bartlett; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation Matching Grant Program; and

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

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

SECTION 1. That the City of Bartlett, Tennessee is hereby authorized to submit application for the Property Conservation Matching Grant Program through the Loss Control Department of Public Entity Partners.

SECTION 2. That the City of Bartlett, Tennessee is further authorized to provide a matching sum for any monies provided by this grant.

Adopted this day of December 14, 2021

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

A. Keith McDonald, Mayor

Attest: _____

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/14/21 06:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

Proposed Road & Walking Trail Projects for submission to the Metropolitan Planning Organization (MPO) for inclusion in the Transportation Improvement Plan (TIP)

In previous years the City of Bartlett has received federal funding for the construction of roads, the paving of roads, and construction of walking trails throughout the City.

Every four years, we apply for this federal funding through the Metropolitan Planning Organization (MPO). This four year cycle of projects is called the Transportation Improvement Plan (TIP).

Once application is made for these funds and they are adopted through the MPO, the TIP funds are administered to the City of Bartlett by TDOT. At that point, projects can be designed and constructed with 80% federal funds and a local Bartlett funding match of 20%.

Beginning November 29, the Engineering Department will begin the process of applying for new projects for the next TIP cycle (2023-2026). The proposed projects for this application are:

ROAD PROJECT APPLIED FOR	DESIGN	CONSTRUCTION
	FUNDS REQUESTED	FUNDS REQUESTED
Old Brownsville Road Widening (Under construction)		\$ 23,000,000.00
Milling & Paving of Brother Blvd & Yale Road (Ready for Construction)		\$ 3,039,718.00
Fletcher Creek Walking Trail Phase 3 (Ready for Construction)		\$ 500,000.00
Milling/Repaving of Brunswick Road, Elmore Park, and Elmore Roads	\$ 270,000.00	\$ 3,800,000.00
ADA Construction plans to replace Handicap Ramps/Intersections	\$ 380,000.00	\$ 1,900,000.00
Fletcher Creek Walking Trail Phase 4*	\$ 680,000.00	\$ 1,800,000.00
Milling/Paving of St. Elmo, Old Browns., Ellendale, & Billy Maher Roads	\$ 622,500.00	\$ 6,955,000.00
TOTAL	\$ 1,952,500.00	\$ 40,994,718.00

**This Project is currently 100% Federally Funded*

The Grand Total Funds (for Design & Construction) for these projects is.....\$42,947,218.00

The TDOT (Federal) Match we are requesting is.....\$34,753,774.40

The requested Bartlett Match during FY '23-FY'26 is.....\$8,193,443.60

This application for these Federal Funds process begins in December '21 and must be completed by January '22.

We will be notified in September '22 if our Federal funds have been adopted.

Throughout this process, the Mayor and Board of Alderman can make amendment requests to remove and/or add projects to the TIP Cycle.

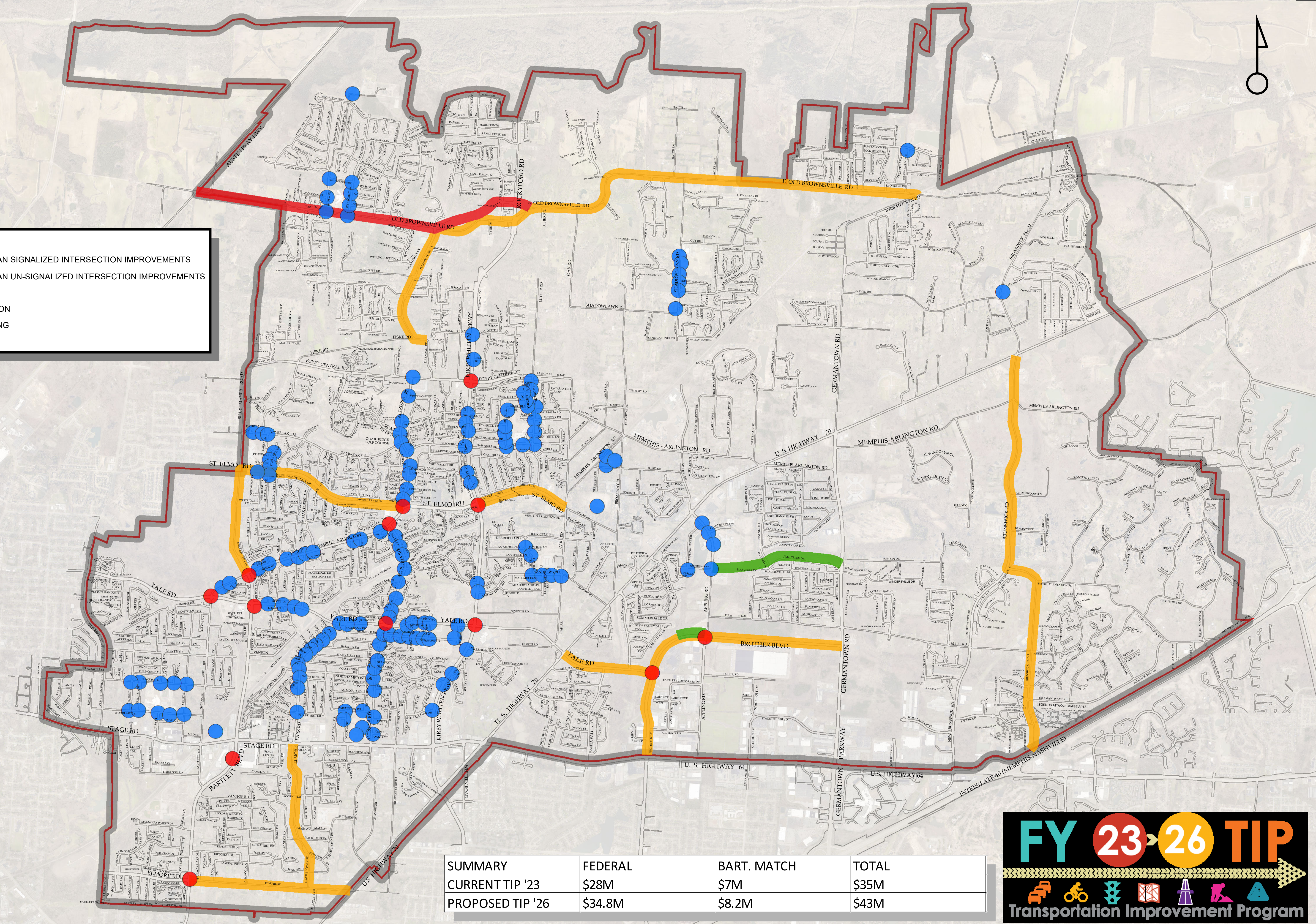


LEGEND

- ADA TRANSITION PLAN SIGNALIZED INTERSECTION IMPROVEMENTS
- ADA TRANSITION PLAN UN-SIGNALIZED INTERSECTION IMPROVEMENTS

ROAD PROJECTS

- ROAD CONSTRUCTION
- ROAD MILLING/PAVING
- WALKING TRAIL





Date: 10/8/2021

SUMMARY	FEDERAL	BART. MATCH	TOTAL
CURRENT TIP '23	\$28M	\$7M	\$35M
PROPOSED TIP '26	\$34.8M	\$8.2M	\$43M

FY 23

26

TIP



Transportation Improvement Program