



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

**TUESDAY, MARCH 14, 2017 - BARTLETT STATION MUNICIPAL CENTER,
COMM ROOM A - 7:00 PM**

CALL TO ORDER

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

INVOCATION

Opening Prayer by Vice Mayor Jack Young

FUTURE MEETINGS

Bartlett Board of Education Work Session, March 16 at 7 p.m.

Historic Preservation Commission, March 20 at 7 p.m.

BPACC Advisory Board, March 21 at 6 p.m.

Bartlett Arts Council, March 21 at 6:30 p.m.

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

Bartlett Board of Education, March 23 at 7 p.m.

RECOGNITIONS

The Board recognized a Boy Scout from Troop 368. He attended to earn his Communications Merit Badge.

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

MINUTES ACCEPTANCE

Minutes of the February 28, 2017 Board of Mayor and Aldermen Regular Meeting

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

PUBLIC HEARING

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

- 1. Ordinance 17-01, an ordinance to amend Title 13, Chapter 1, Section 13-111(1) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the time frame for appealing code violations.**

No one spoke in favor or in opposition of Ordinance 17-01.

Adjourned at 7:05 p.m.

- 2. Ordinance 17-02, an ordinance to amend Title 13, Chapter 1, Section 13-107(3) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the method of notification.**

No one spoke in favor or in opposition.

Adjourned 7:06 p.m.

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 17-01, an ordinance to amend Title 13, Chapter 1, Section 13-111(1) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the time frame for appealing code violations. (Jim Brown, Director of Code Enforcement)**

Mr. Brown stated that this ordinance amendment will reduce the appeal process from 20 days to 10 days.

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

- 2 Third Reading of Ordinance 17-02, an ordinance to amend Title 13, Chapter 1, Section 13-107(3) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the method of notification. (Jim Brown, Director of Code Enforcement)**

Mr. Brown stated that this ordinance amendment clarifies how the Code Enforcement Department notifies citizens regarding a violation.

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

CONSENT AGENDA

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

- 1 Special event permit for Bartlett Movies in the Park. (Jim Brown, Director of Code Enforcement)**
The event will be held between 7 and 10 p.m. on Fridays June 2, June 16, July 14, and July 28 at W. J. Freeman Park. Rain dates will be June 9, June 23, July 21, and August 4.
- 2 Special event permit for Ellendale Baptist's Easter Egg Hunt. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 15 from 2 to 4 p.m. at Ellendale Baptist Church.
- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Twenty-two items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 4 Replacement of water well pump. (Rick McClanahan, Director of Engineering)**
Recommend purchasing and installing a new water well pump from Layne, a sole-source provider, at a total cost of \$51,920.00. Funds are available in Account 510.51200.262.
- 5 Bid for four self-contained breathing apparatus, 10 face masks and 14 spare bottles. (Terry Wiggins, Fire Chief)**
Recommend accepting the sole bid from NAFECO in the amount of \$29,256.00 for four self-contained breathing apparatus, 10 face masks and 14 spare bottles. Funds are available in Account 110.42200.939.
- 6 Bid for Singleton Community Center roof maintenance. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lower bid from Accent Roofing in the amount of \$69,427.00, plus a contingency amount of \$5,000.00 for a cost of \$74,427.00. Additionally, this project requires construction management, which will be provided by RossWitt for a cost of \$2,770. The total cost of this project will be \$77,197.00. Funds are available in Account 110.44100.921.

NEW BUSINESS

There is no new business.

OPEN DISCUSSION

Joe Walker, 5784 Michael Barton Cove, invited the public to take part in the fourth annual Mayor's Youth Council bowling tournament on Sunday, April 2 at Andy B's. All funds raised will be donated to the local chapter of the National Multiple Sclerosis Society.

ADJOURNMENT

Meeting adjourned at 7:10 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 28, 2017 - BARTLETT STATION MUNICIPAL CENTER,
COMM ROOM A - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Christopher Briwder, Temple of Praise

FUTURE MEETINGS

Bartlett Station Commission, March 1 at 7:30 a.m.

City Beautiful Commission, March 2 at 7 p.m.

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

Planning Commission, March 6 at 7 p.m.

Bartlett Historical Society, March 13 at 7 p.m.

RECOGNITIONS

The Mayor and Aldermen recognized a Boy Scout from Troop 450, who attended the meeting to earn his Communications Merit Badge.

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

MINUTES ACCEPTANCE

Minutes of the February 14, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Feb 28, 2017 7:00 PM (MINUTES ACCEPTANCE)

UNFINISHED BUSINESS

- 1 **Second Reading of Ordinance 17-01, an ordinance to amend Title 13, Chapter 1, Section 13-111(1) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the time frame for appealing code violations. (Jim Brown, Director of Code Enforcement)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Emily Elliott, Alderman	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

- 2 **Second Reading of Ordinance 17-02, an ordinance to amend Title 13, Chapter 1, Section 13-107(3) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the method of notification. (Jim Brown, Director of Code Enforcement)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 3/14/2017 7:00 PM
MOVER:	Bobby Simmons, Alderman	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

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

- 1 **Special event permit for Bartlett United Methodist Church Acrosstown 5K Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 1 from 8 a.m. to 12 p.m. at Bartlett United Methodist Church.
- 2 **Special event permit for Appling Middle School Spring Fling. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, April 29 from 3 to 7 p.m. at Appling Middle School.
- 3 **Softball tournament requests for 2017. (Shan Criswell, Director of Parks and Recreation)**
Attached is a list of Tournament Requests for 2017 from Bartlett Parks and Recreation Athletics Department.

- 4 Bid for Orion water meters. (Dick Phebus, Director of Finance)**
Recommend accepting the sole source bid United Utilities for 337 Orion utility meters and accessories at a total cost of \$46,000.05. Funds are available in Account 510.51100.945
- 5 Bid for two extended-cab pickup trucks. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Homer Skelton CDJ-Ram at a price of \$22,046.00 each or total cost of \$44,092.00. Funds are available in Account 122.48122.935.
- 6 Authorization to purchase Right-of-Way for the widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Request approval to purchase one right-of-way tract for a total of \$26,800. Funds are available in Account 311.48311.770.422.
- 7 Treasurer's Report for January 2017. (Dick Phebus, Director of Finance)**
- | | |
|---------------------------|--------------|
| Budgeted Expenditures | \$72,630,170 |
| Year-to-date Expenditures | \$49,765,735 |
| Budgeted Revenues | \$72,630,170 |
| Year-to-date Revenues | \$42,009,579 |

NEW BUSINESS

- 1 Resolution 07-17, a resolution to delete uncollectible property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that the total amount of tax write-offs in this resolution is \$3,776.38.

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

- 2 Resolution 08-17, a resolution to amend the FY17 General Improvements Fund and Capital Improvement Program Budgets to provide additional funding for City Hall renovation. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that this resolution will transfer the necessary funds for the council chamber's audio/visual equipment from the General Improvements fund to the Capital Improvement fund for ease of tracking.

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

OPEN DISCUSSION

Assistant Fire Chief Danny Baxter announced that the Fire Department would be flushing the City's fire hydrants starting February 27 until June 9.

ADJOURNMENT

Meeting adjourned at 7:10 PM

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

Mayor A. Keith McDonald

Minutes Acceptance: Minutes of Feb 28, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

ORDINANCE (ID # 2001)

Meeting: 03/14/17 07:00 PM
Department: Code Enforcement
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Jim Brown
Sponsors:
DOC ID: 2001

Ordinance 17-01, an ordinance to amend Title 13, Chapter 1, Section 13-111(1) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the time frame for appealing code violations.

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desire to amend Title 13 (Property Maintenance Regulations), Chapter 1, Section 13-111 Means of appeal to modify the time frame for appealing property code violations.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Section 13-111(1) of said Title and Chapter is amended as follows:

Section 1. 13-111. Means of appeal. (1) Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the code appeals board, provided that a written application for appeal is filed within ~~twenty~~ *ten (10)* days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Section 2. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. BE IT FURTHER ORDAINED that this Ordinance shall take effect March 14, 2017, the public welfare requiring it.

FIRST READING: February 14, 2017

SECOND READING: February 28, 2017

THIRD READING: March 14, 2017

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

A. Keith McDonald
Mayor

ATTEST: _____
Stefanie McGee
City Clerk

HISTORY:

02/14/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 02/28/17

02/28/17 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 03/14/17

RESULT: APPROVED ON THIRD AND FINAL RE [UNANIMOUS]

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

ORDINANCE (ID # 2005)

Meeting: 03/14/17 07:00 PM
Department: Code Enforcement
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Jim Brown
Sponsors:
DOC ID: 2005

Ordinance 17-02, an ordinance to amend Title 13, Chapter 1, Section 13-107(3) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the method of notification.

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desire to amend Title 13 (Property Maintenance Regulations), Chapter 1, Section 13-107 Notices and Orders to modify the method of notification in subsection (3) Method of Service.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Section 13-107(3) of said Title and Chapter is amended as follows:

Section 1. 13-107 Notices and Orders.

(3) Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

- (a) Delivered personally;
- (b) Sent by certified or first-class mail addressed to the last known address. *Proof of the mailing of such first-class letter shall be a complete compliance with this section;*
- ~~(c) If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.~~
In addition to the foregoing, the notice of violation shall be posted on the property where the violation exists by taping or affixing on or near the front door of the dwelling, or, in the case of a vacant lot, by placing a sign containing the notice on the property.

Section 2. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. BE IT FURTHER ORDAINED that this Ordinance

shall take effect March 14, 2017, the public welfare requiring it.

FIRST READING: February 14, 2017

SECOND READING: February 28, 2017

THIRD READING: March 14, 2017

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

A. Keith McDonald
Mayor

ATTEST: _____
Stefanie McGee
City Clerk

HISTORY:

02/14/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 02/28/17

02/28/17 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 03/14/17

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

**Board of Mayor and Aldermen**

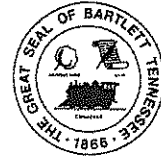
6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/14/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Bartlett Movies in the Park.

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



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

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

June 2, June 16, July 14, July 28; Make up dates: June 9, June 23, July 21, Aug 4.
 Dates of the Event Hours of the Event

Bartlett "Movies In the Park" - 5th Season
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
 Property Owner

Glen Mullins / Bartlett Station Comm / Debbie Gelincau - 5868 Stage Rd
 Special Event Permit Applicant Address of Applicant Director Comm Relations

901-385-5589 901-385-6804
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

[Signature] 1/17/17 / [Signature] 1/17/2017
 Responsible Person Date

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

APPROVAL

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

Attachment: MOVIES IN THE PARK-2017 (2027 : Bartlett Movies in the Park)

Special Event Checklist

Event: Bartlett Movies in the Park
 Location: W.J. Freeman Park
 Dates: 6/2, 6/16, 7/14, 7/28; Make up dates: 6/9, 6/23, 7/21
 Type of special event: (Check one.)

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

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

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

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	✓			Hours of operation and duration. The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	Food vendors At 7pm MOVIE At 8pm
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			✓	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			✓	Frequency. Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

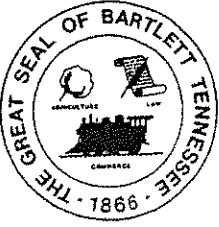
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

PARKS & RECREATION

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

February 22, 2017

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

The Bartlett Station Commission has requested to use W. J. Freeman Park Pavilion and Gazebo area on Friday evenings at dusk on June 2, June 16, July 14, and July 28, 2017, with rain dates scheduled the following Fridays.

This is for their Bartlett Movies in the Park events. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director Parks and Recreation Department
City of Bartlett

Cc: Glen Mullins, Bartlett Station Commission

Attachment: MOVIES IN THE PARK-2017 (2027 : Bartlett Movies in the Park)

BARTLETT STATION COMMISSION

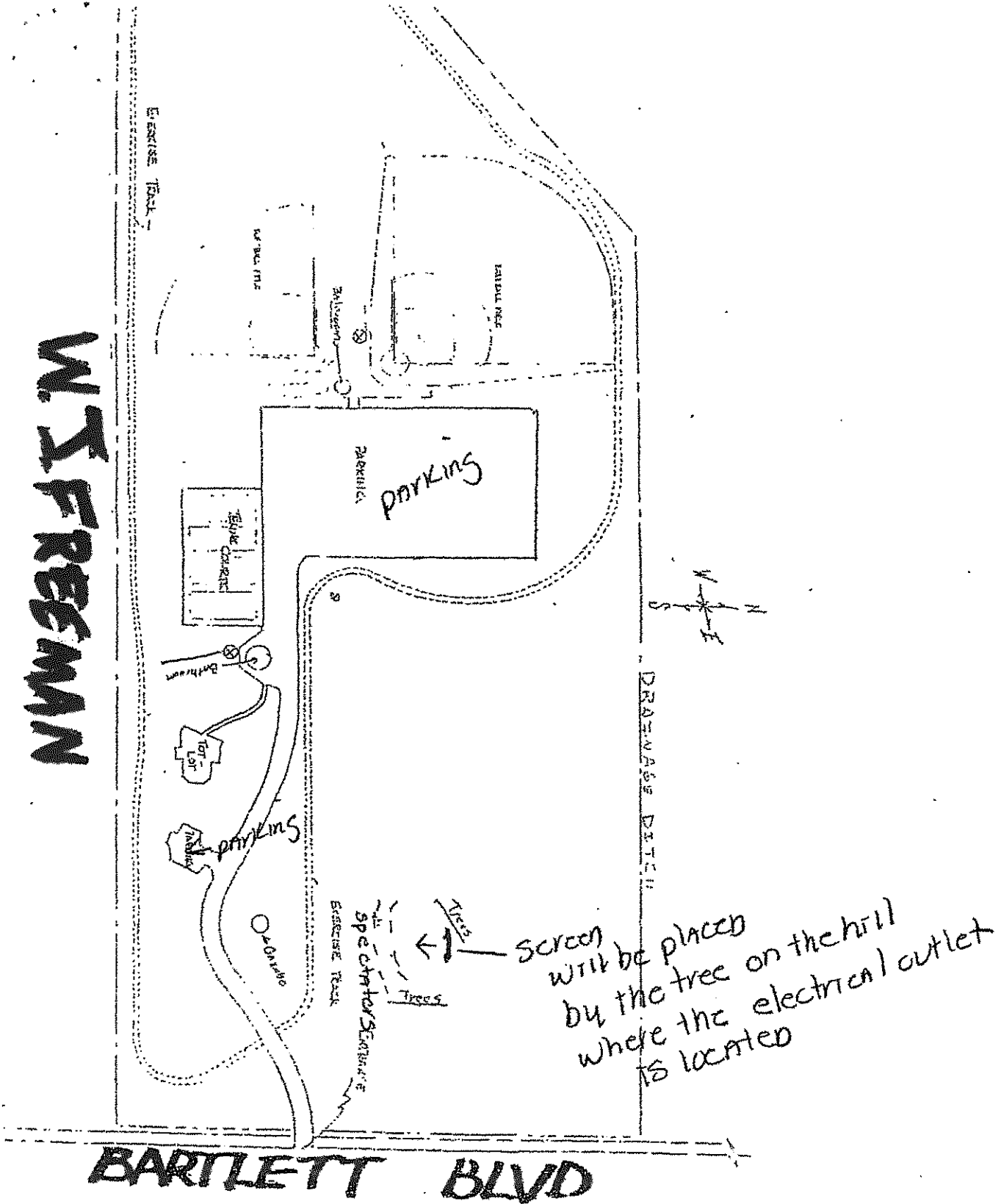
The Bartlett Station Commission is very excited to once again host and organizing the 2017 Bartlett "Movies in the Park" event along with the City of Bartlett.

It's been a very successful program for the Bartlett Station Commission and we have appreciated the support the City has given us for this event.

We are excited about the 2017 season!



Glen Mullins, CST, CTBS, CEBT
Vice Chair
Bartlett Station Commission
6120 Barkley Cove
Bartlett, TN 38134



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/14/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Ellendale Baptist's Easter Egg Hunt.

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



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



3861 Broadway 38135
 Address Zip Code

April 15, 2017 2:00 - 4:00 p.m.
 Dates of the Event Hours of the Event

Community Egg Hunt
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Ellendale Baptist Church
 Property Owner

Stuart McCollough 3861 Broadway
 Special Event Permit Applicant Address of Applicant

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

Check all items that apply:

For information call (901) 385-6425.

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

☒ \$60.00 Special Event Fee
☐ \$4.00 Permit Issuing Fee
 Total

ck # 36617

Stuart McCollough 2/28/17
 Responsible Person Date

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

APPROVAL

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

Attachment: ELLENDALE BAPTIST CHURCH EASTER EGG HUNT-2017 (2032 : Community Easter Egg Hunt)

Special Event Checklist

Event: Ellendale Baptist Church Community Easter Egg Hunt
 Location: EBC Shepherd's Field
 Dates: 4/15/17

Type of special event: (Check one.)

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

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

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

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

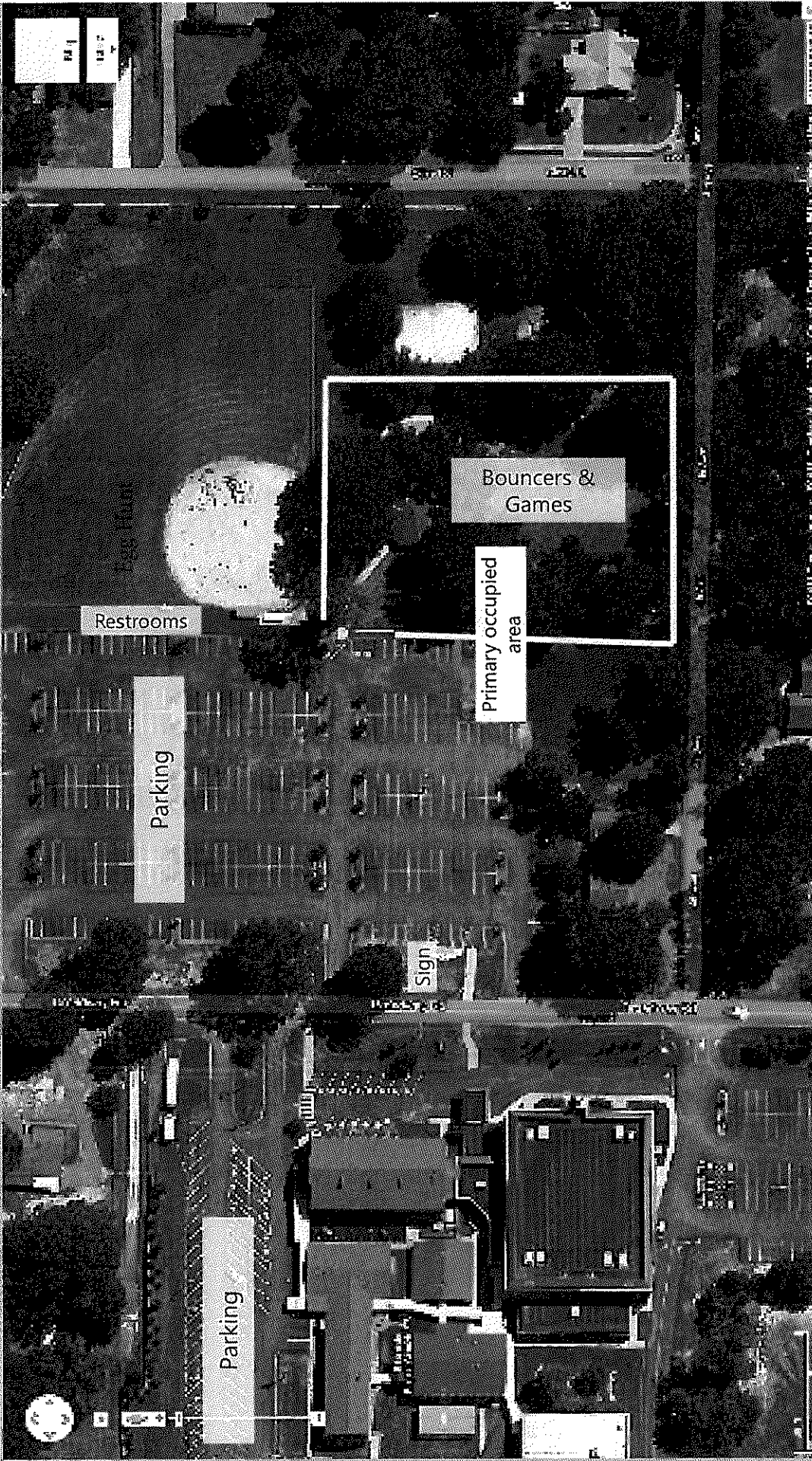
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



The "Shepherd's Field" area of Ellendale Baptist Church will be the area primarily occupied at the special event on April 15, 2017. It includes open grassy areas with a pavilion and baseball field.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2015

8.2.a

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

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

PRODUCER Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002	CONTACT NAME: Ken Brady PHONE (A/C No. Ext): 901-867-7171 E-MAIL: ken@calicig.com ADDRESS: ken@calicig.com	FAX (A/C No): 901-867-8998
INSURED Ellendale Baptist Church PO Box 487 Ellendale TN 38029		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Employers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		PHPK1163178	04/23/2014	04/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EX* (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		PHPK1163178	04/23/2014	04/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$		PHUB456674	04/23/2014	04/23/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	EIG 1311722-03	04/23/2014	04/23/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett
Bartlett TN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

General Partner

Ken Brady



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/14/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to auction surplus property.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

<u>Department</u>	<u>Year</u>	<u>Make/Model</u>	<u>Color</u>	<u>Vehicle ID#</u>
Fire	2000	Ford F350	White	1FDWF36F9YEA43526
Fire	2003	Ford F350	White	1FDWF36P23EB68515
Fire	2006	Ford Explorer	White	1FMEU62EX6UA52738
Fire	1978	Ford C-800	White	D80DVAG5302
Fire	1999	Crown Vic	White	2FAFP74W6XX149480
Fire	2003	Crown Vic	White	2FAFP71W13X148400
Public Works	2007	Woods Bush hog		1014802
Public Works	1990	K&D Curb Edger		2766
Public Works	2010	Woods PRD 7200 Mower		7643
Public Works	1996	International 4900 Truck w/ Heil bed	White	1HTSHAAR6TH343649
Public Works	2006	Dixie Chopper Mower		6065274
Waste Water	1999	Jeep Cherokee	White	1J4FF28S1XL666040
Parks	1998	F150	White	1FTZF166WKA75031
Police	1994	Buick Regal	Orange	2G4WB15L5R1412909
Police	1997	Cadillac DeVille	Bronze	1G6KF5496VU279468
Police	1998	Ford F150	Black	1FTZF1769WNA34231
Police	2000	Nissan Xterra	Green	5N1ED28T0YC605078
Police	2001	Pontiac Montana	Red	1GMDX03E71D2557

				55
Police	1999	Mercury Marguis	Blue	2MEFM74W2XX603I 92
Police	1994	Ford Crown Vic	Red	2FALP74W0RXI0359 8
Police	2001	GMC Yukon	White	3GKECI6T4YG2I098 7
Police		Michael Kors Runway Watch	Gold	MK5473

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com <<http://www.govdeals.com>>).

Thank you for your consideration of the above item.

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

MOVER: Bobby Simmons, Alderman

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/14/17 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Replacement of water well pump.

The City needs to replace a well pump at Water Treatment Plant I on Altruria. We are replacing this pump in kind from the sole source provider following the preventative maintenance reports and observations indicating excessive vibration.

Recent well pump standard replacement costs

:

January 2014 - Well replacement at Ardie Road Plant cost \$28,203

November 2014 - Well replacement at Germantown Road Plant cost \$31,596

December 2015 - Well replacement at Germantown Road Plant cost \$34,677

This pump has been operating since 1988; the electric motor, valves and associated controls are the only parts that have been replaced. It was determined after the pump evaluation that four of the bronze impellers will require replacement, which adds an extra \$17,360.00 to the standard well pump replacement costs.

Please authorize \$51,920.00 to purchase and install a new well pump from the budgeted Equipment Maintenance Account 510.51200.262.

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

MOVER: Bobby Simmons, Alderman

SECONDER: W.C. Pleasant, Alderman

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



March 2, 2017

via email gengstrand@cityofbartlett.org

City of Bartlett
3585 Altruria
Bartlett, TN 38135
Attn: Greg Engstrand

RE: PUMP REPAIRS ALTRURIA RD PLANT WELL #3

Dear Greg,

Layne Christensen Company has recently completed the pulling and inspection of the above mentioned pump. Most of the column pipe, oil tubing, and shafts seem to be in good shape and can be re-used. We will have to replace one pieces of column, all of the oil tubing bearings, and the suction pipe. All of the rubber spiders in the flanged column pipe will also need to be replaced. The pump bowl needs to be rebuilt. This will require a new bowl shaft, oil seals, bowl bearings, impellers, collets, and wear rings. The column and suction pipe will need to be recoated inside and out and the oil tubing will need to be coated on the outside only. Our material and cost breakdown to do the recommended repairs is as follows.

1 – Run, meg, and check out 125HP motor	\$ 200.00
1 – 2-1/2" x 1-1/2" tension bearing with oring	\$ 503.00
39 – 2-1/2" x 1-1/2" shaft bearings	\$ 2,964.00
10 – 10" x 2-1/2" centering spiders	\$ 260.00
12 – 10" flanged column gaskets	\$ 168.00
1 – 10" x 10' flanged column pipe	\$ 1,545.00
1 – 10" x 20' suction pipe	\$ 950.00
1 – 1-11/16" x 78-3/8" stainless steel bowl shaft turned to 1-1/2"	\$ 605.00
2 – Bowl oil seals	\$ 32.00
1 – Set bowl bearings	\$ 906.00
4 – Bronze bowl wear rings	\$ 840.00
4 – Bronze impellers	\$17,360.00
4 – SST bowl collets	\$ 1,472.00
1 – New oiler valve and oil can	\$ 495.00
220' – 1/4" stainless steel airline	\$ 550.00
L.S. – Misc. nuts, bolts, gaskets, paint, oil, permatex, etc.	\$ 525.00
Coat column, oil tubing, and suction pipe	\$10,250.00
Shop labor to tear down, clean, assemble, and paint pump	\$ 3,375.00
Machine shop labor to make repairs to pump	\$ 2,800.00
Labor to set pump back and test	<u>\$ 6,120.00</u>

TOTAL REPAIR COST \$51,920.00

WATER RESOURCES

This does not include any previously quoted work. Repairs on this project including delivery of material and coating of the pump should take four to six weeks from the date of your approval.

Thank you for allowing us to quote you on these repairs. Please let us know if you have any questions or need any further information.

Sincerely,

Steve Anderson

Steve Anderson
General Manager
Layne Christensen Company

Attachment: SKMBT_28317030817390.pdf (2036 : Water well replacement for Altrura plant)



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 03/14/17 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

**Bid for four self-contained breathing apparatus, 10 face masks
and 14 spare bottles.**

On February 21, 2017, an ad was placed in *The Daily News*, and three vendors were notified. On March 7, 2017, the City of Bartlett received one bid, which was opened at City Hall. NAFECO submitted the sole bid in the amount of \$29,256.00. This vendor currently supplies our Draeger Air Packs, and I recommend accepting the sole bid from NAFECO Fire Equipment in the amount of \$29,256.00.

Funds are available in Account 110.42200.939.

Thank you for your consideration.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 03/14/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Singleton Community Center roof maintenance.

On February 7, 2017, the FY 2017-02-034 Singleton Community Center Roof Maintenance Project was advertised in *The Daily News*. The contractors that picked up Bid Documents are as follows:

Accent Roofing
Affordable Construction
Carroll's Roofing
CMD
Jessie Bryant Roofing
Roofing Solutions

On February 28, 2017, the City received two bids for the construction of the **SINGLETON COMMUNITY CENTER ROOF MAINTENANCE**. The apparent low bidder, Accent Roofing, submitted a total base bid of **\$69,427.00**. The Consultant/Contract Review Committee has reviewed both bids, and agreed that Accent Roofing has submitted the lower and better bid.

Bidder	Total Base Bid
Accent Roofing	\$69,427.00
Carroll's Roofing	\$117,375.00

We recommend accepting the base bid from Accent Roofing in the amount of \$69,427.00, plus a contingency amount of \$5,000.00, for a total of \$74,427.00.

Funds are available in Account 110.44100.921.

RossWitt, PLLC has submitted a proposal for the Construction Management of this roofing project at a fee of \$2,770.00. Please authorize this CEI contract. Funding is available in Account 110.44100.921.

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

MOVER: Bobby Simmons, Alderman

SECONDER: W.C. Pleasant, Alderman

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

BID TABULATION SHEET

SINGLETON COMMUNITY CENTER ROOF MAINTENANCE			
BIDDER	DESCRIPTION	DESCRIPTION	TOTAL BID PRICE
	Singleton Community Center Roof Maintenance as per the plans and specifications	Allowance: Repairs to existing wooden or metal roof deck panels/decking	
ACCENT ROOFING	\$49,427.00	\$20,000.00	\$69,427.00
CARROLL'S ROOFING	\$97,375.00	\$20,000.00	\$117,375.00



February 28, 2017

Mr. Debbie Cairncross
Purchasing Department
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: City of Bartlett - FY 2017-02-034 Singleton Community Center Roof Maintenance

Dear **Mrs. Cairncross**,

Two general contractor bids for the above referenced project were received at Bartlett City Hall and then opened and publicly read on February 28, 2017 beginning at 2 pm. The apparent low bidder is Accent Roofing of Piperton, TN with a BASE BID of \$69,427.00. I have reviewed the bid and found it to be in order. As well, Ross Witt Architecture has recent experience with this company and this experience was outstanding. Therefore, I recommend that their Bid be accepted and that Accent Roofing be awarded a construction contract in the amount of \$69,427.00 for **FY 2017-02-034 Singleton Community Center Roof Maintenance**.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Ross Witt, PLLC

Benjamin Witt, AIA, NCARB, LEED-AP
Principal Architect

Cc Tawny Walker
Shan Criswell
Wade Towles

Attachment: BID RECOMMENDATION FROM ROSSWITT (2031 : Bid for Singleton Community Center Roof Maintenance)



March 6, 2017

Mr. Wade Towles, P.E.
Assistant City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: **Singleton Community Center – Roof Maintenance**
RWAID No 16-124

Dear **Mr. Towles**,

Per your request, **Ross Witt, PLLC** proposes to provide Construction Administration services for the referenced project for a fee of \$2,770.00. This includes site visits, submittals, questions, change orders, final reviews, and closeout.

Should you have any questions please do not hesitate to contact me.

Thanks again and we look forward to hearing from you soon.

Sincerely,

Ross Witt, PLLC

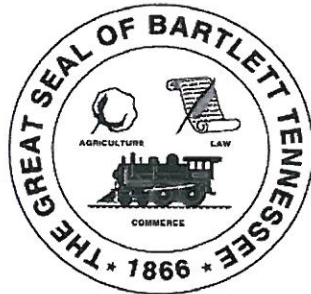
Benjamin Witt, AIA
Principal Architect

Approved by: _____
Signature and title date

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

SB # FY2017-02-034

DUE: Tuesday, February 28, 2017, no later than 2:00 p.m. (CST)

SINGLETON COMMUNITY CENTER ROOF MAINTENANCE

The City of Bartlett is seeking bids to complete Roof Maintenance at Singleton Community Center in accordance to the following bid specifications.

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Table of Contents	TC-1
Notice to Bidders	NB-1
Instructions to Bidders	IB-1 to IB-4
General Conditions	GC-1 to GC-9
Public Acts 109 Form	PA-1
Suspension and Debarment Certification Form	DCF-1 to DCF-3
Non-collusion Affidavit of Prime Bidder	NCA-1
Contract Monitoring	CM-1
Title VI Plan	Title VI -1 to Title VI-3
Drug and Alcohol Affidavit	DAA-1
Special Conditions	SC-1
Bid Submittal Form	BSF-1
Bid Pricing Sheet	BPS-1
Bid Bond	BB-1 to BB-2
Notice of Award	NA-1
Performance Payment Bond	PPB-1 to PPB-3
Notice to Proceed	NP-1
Contract Agreement	CA-1 to CA-3

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **February 28, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2017-02-034 SINGLETON COMMUNITY CENTER ROOF MAINTENANCE**" and addressed to:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcacirncross@cityofbartlett.org. A \$25.00 non-refundable deposit is required for a set of plans and specifications which are available at the Bartlett Engineering Office located at 6382 Stage Road.. Make checks payable to the City of Bartlett. Information concerning the engineering specifications, please contact Ben Witt, RossWitt PLLC at 901-231-9488. To coordinate a visit to the site contact Tawny Walker, Facility Manager at 901-385-5563.

Please quote prices on attached sheet BPS-1

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

SINGLETON COMMUNITY CENTER ROOF
Sealed Bid #: FY2017-02-034
Due Date: February 28, 2017

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of removal and replacement of existing roofing materials at certain areas of the Singleton Community Center located at 7266 Third Road, Bartlett TN. This will include some existing asphalt single roof sections and two sections with the EPDM roof membrane as designated on the plans.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

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

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

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

License: Name of Project – **FY2017-02-034 SINGLETON COMMUNITY CENTER ROOF MAINTENANCE**
Date of Bid Opening – February 28, 2017
Name of Contractor/Company
Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
Licenses Expiration Date
Acknowledgement of Each Applicable Addendum

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

5. **BID GUARANTY**

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

SINGLETON COMMUNITY CENTER ROOF
Sealed Bid #: FY2017-02-034
Due Date: February 28, 2017

6. COLLUSIVE AGREEMENTS

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to 2:00 P.M. February 28, 2017 will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

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

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

GENERAL CONDITIONS:

A. INSURANCE

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

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

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

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

D.1 Submittals for the new construction shall be received within thirty (30) days after Notice to Proceed is issued and all work is to be completed with ninety (90) calendar days after Notice to Proceed.

E. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require.

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

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

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

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

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

H.5 Furthermore:

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

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

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

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

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

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

SINGLETON COMMUNITY CENTER ROOF
Sealed Bid #: FY2017-02-034
Due Date: February 28, 2017

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

SINGLETON COMMUNITY CENTER ROOF
Sealed Bid #: FY2017-02-034
Due Date: February 28, 2017

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

PUBLIC ACTS 109

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

Signatures on next page

SINGLETON COMMUNITY CENTER ROOF
Sealed Bid #: FY2017-02-034
Due Date: February 28, 2017

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

SINGLETON COMMUNITY CENTER ROOF
Sealed Bid #: FY2017-02-034
Due Date: February 28, 2017

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

(Signed) _____

(Title) _____

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

(Title)

My commission expires _____ 20____.

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

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

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

7. Provide complaint procedures and attach complaint log form.

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

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

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

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

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator: Ted Archdeacon, Director of Personnel
City of Bartlett
901-385-6430
MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

SPECIAL CONDITIONS

- All work done must be in accordance with the plans and specifications.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Bartlett Code Enforcement.
- Work shall be coordinated with Tawny Walker, Facility Manager, phone 901-385-5563.
- The Singleton Community Center is a very active building with children and citizens and the site must be kept neat and clean and free of any hazardous items.

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

BID SUBMITTAL FORM

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

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

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

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

BID PRICING SHEET

SINGLETON COMMUNITY CENTER ROOF MAINTENANCE					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	Singleton Community Center Roof Maintenance as per the plans and specifications	LS	1		
2	Allowances: Repairs to existing wooden or metal roof deck panels/decking				\$20,000.00
SINGLETON COMMUNITY CENTER ROOF MAINTENANCE BASE BID TOTAL					

Contractor shall submit with his bid estimate, the rates that will be charged for the work covered under the allowances per square foot. The work under the allowances shall consist of the removal and replacement of deteriorated steel or wooden deck panels or decking, sufficient to allow for the proper installation of the new roof. Areas to be removed and replaced shall be as directed by the City Engineer.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
1.	Metal roof decking or panels	square foot	_____
2.	Wooden roof decking or panels	square foot	_____

Base Bid for the Singleton Community Center Roof Maintenance in Words:

 Contractor

 Phone

 Authorized Representative

 Date

 Print Name

 E-mail Address

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

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

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

Signed, this _____ day of _____, 20_____.

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

NOW, THEREFORE,

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

BB-1

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

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

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name: _____

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

NOTICE OF AWARD

To:

PROJECT Description: FY2017-02-034 SINGLETON COMMUNITY CENTER ROOF MAINTENANCE

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

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

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

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

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

Dated this ____ day of _____, 2017.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

NA-1

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

PERFORMANCE PAYMENT BOND

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

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

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

unto _____ of _____,
 (Owner) (City)

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

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

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

SINGLETON COMMUNITY CENTER ROOF MAINTENANCE

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

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

PPB-1

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

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

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

ATTEST:

 Print Name

 Principal

By: _____ (s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

PPB-2

Attachment: FY2017-02-034 SINGLETON COMMUNITY ROOF MAINTENANCE bid--color (2031 : Bid for Singleton Community Center Roof

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

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

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

NOTICE TO PROCEED

TO:

PROJECT: FY2017-02-034 SINGLETON COMMUNITY CENTER ROOF MAINTENANCE

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

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

NP-1

SINGLETON COMMUNITY CENTER ROOF
 Sealed Bid #: FY2017-02-034
 Due Date: February 28, 2017

CONTRACT AGREEMENT

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

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

1. The CONTRACTOR will commence and complete the construction of FY2017-02-034 SINGLETON COMMUNITY CENTER ROOF MAINTENANCE
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

(M) DRAWINGS/SPECIFICATIONS prepared or issued by ROSS WITT PLLC and
Dated JAN 01, 2017.

(N) ADDENDA:

NO. _____, Dated _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

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

SINGLETON COMMUNITY CENTER ROOF

Sealed Bid #: FY2017-02-034

Due Date: February 28, 2017

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

CITY OF BARTLETT

BY: _____

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

(SEAL – City of Bartlett Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____