



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, DECEMBER 10, 2019 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Landin Norman, New Hope Christian Church

FUTURE MEETINGS

Bartlett Arts Council, December 17 at 6 p.m.

Design Review Committee, December 17 at 6:30 p.m.

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

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

Planning Commission, January 6 at 7 p.m.

Beer Board, January 7 at 6 p.m.

Bartlett Station Commission, January 8 at 7:30 a.m.

Industrial Development Board, January 9 at 7 p.m.

Parks and Recreation Advisory Board, January 9 at 7 p.m.

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

RECOGNITIONS

Years of Service Recognitions for Bartlett Station Commission and Planning Commission

Weight Loss Evolution Competition Winner Announcement

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the November 26, 2019 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Dispense with second Board of Mayor and Aldermen meeting in December. (Mark Brown, Chief Administrative Officer)**

- 2 Proposal for a design to remedy drainage problems in the Prosperity Point and East Hill Subdivisions. (John Horne, Assistant Director of Engineering)**

Recommend approving the A2H proposal for a design to remedy drainage problems in the Prosperity Point and East Hill Subdivisions. This contract amount for final engineering design and construction plans totals \$48,105.00. Funds are available in Account 311.48311.780.63617.

- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

Four items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

- 4 Treasurer's Report for October 2019. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 26, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by David Smith, New Hope Christian Church

FUTURE MEETINGS

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

Planning Commission, December 2 at 7 p.m.

Bartlett Station Commission, December 4 at 7:30 a.m.

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

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

RECOGNITIONS

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

Minutes Acceptance: Minutes of Nov 26, 2019 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the November 12, 2019 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 **Bid for paving several park walking trails. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting Gibson Paving as the most responsive and responsible bidder at a total cost of \$164,801.40.

Funds are available in Account 311.48311.780.51420.
- 2 **Bid for Bartlett Station Municipal Center Chapel Window Restoration. (Mark Brown, Chief Administrative Officer)**
Recommend accepting the lowest bid from Terry Bell Construction at a cost of \$102,777.00. Funds are available in Account 311.48311.780.10219.
- 3 **Commercial subdivision contract for Appling Crossing Re-subdivision of Lot 3. (John Horne, Assistant Director of Engineering)**
The developer, Boos Development Group Inc. will pay \$15,431.28 in City fees. The bond is set at \$135,421.00.
- 4 **Site plan contract for Pinnacle Bank - Bartlett. (John Horne, Assistant Director of Engineering)**
The developer, Pinnacle Financial Partners, will pay \$0.00 in City Fees. The Bond is set at \$25,241.21.

NEW BUSINESS

- 1 Appoint Steve Sones as Assistant Police Chief, effective January 4, 2020. (A. Keith McDonald, Mayor)**

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

- 2 Appoint Chris Page as Chief Inspector for Police, effective January 4, 2020. (A. Keith McDonald, Mayor)**

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

- 3 Appoint Paul Wright as Assistant Director of Parks and Recreation, effective January 1, 2020. (A. Keith McDonald, Mayor)**

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

- 4 Resolution 36-19, a resolution to amend the Fiscal Year 2020 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)**

Director of Finance, Dick Phebus, explained this budget amendment was for \$31,000 turf and netting at the indoor hitting facilities at Freeman Park.

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

5 Resolution 37-19, a resolution authorizing the City of Bartlett to participate in the Public Entity Partners' property conservation matching grant program. (Dick Phebus, Director of Finance)

Dick Phebus stated this is a matching grant.

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

OPEN DISCUSSION

Alderman Elliott commended Debbie Gelineau, her team and local businesses on the City of Bartlett's welcome tent at the Shelby County Bicentennial Celebration at Shelby Farms on November 24, 2019.

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

ADJOURNMENT

Meeting adjourned at 7:12 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Nov 26, 2019 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/10/19 07:00 PM
Department: Administration
Category: Policy
Prepared By: Penny Medlock
Department Head: Mark Brown

Dispense with second Board of Mayor and Aldermen meeting in December.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/10/19 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

Proposal for a design to remedy drainage problems in the Prosperity Point and East Hill Subdivisions.

Recent storm events produced street flooding in Prosperity Point Subdivision (Baudette Cove & Richland Cove), and East Hill Subdivision (Autumn Hill Drive.) Several homeowners within this area experienced property damage during recent storm events. An analysis on the existing drainage pipe system revealed several problems which can be corrected through design and construction. A2H's proposal is \$48,105.00. Funds are available in Account 311.48311.780.63617.



October 28, 2019

John Horne, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

Re: City of Bartlett
Prosperity Point Subdivision and East Hill Subdivision
Storm Drainage Improvements
Bartlett, TN

A2H # 18336.01

Dear Mr. Horne,

A2H is pleased to submit our Contract for design and consulting related services for this project. As a full service Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Michael Howell will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Michael at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, Inc.

Logan E. Meeks, PE
President - Principal

Michael Howell, PE
Civil Engineer



October 28, 2019

John Horne, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

Re: City of Bartlett
Prosperity Point Subdivision and East Hill Subdivision
Storm Drainage Improvements
Bartlett, TN

A2H # 18336.01

Dear Mr. Horne,

We are pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Storm Drainage Improvements as determined in the drainage study performed by A2H at Prosperity Point Subdivision and East Hill Subdivision in Bartlett, TN.

Additional aspects of the project include the following:

- A. A2H will provide a Topographic Survey along the proposed path of the drainage improvements, and provide drainage easement plats for the private properties impacted by the drainage improvements.
- B. A2H will provide Construction Documents for drainage improvements at Prosperity Point Subdivision as outlined in the drainage study performed by A2H.
- C. A2H will provide Construction Documents for drainage improvements at East Hill Subdivision as outlined in the drainage study performed by A2H.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services working closely with City of Bartlett to provide these services in support of the project:

- Project Management
- Land Surveying
- Civil Engineering
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

Topographic Survey

- A. East Hill Subdivision: A2H will provide a topographic survey for the property selected by the City for the East Hill Subdivision storm water management area, approximately 1.00 acre. A2H will provide a topographic survey along the proposed drainage improvement route as identified in the drainage study, approximately 100 feet wide along the route.
- B. Prosperity Point Subdivision: A2H will provide a topographic survey along the proposed drainage improvement route as identified in the drainage study, approximately 100 feet wide along the route.
- C. The Topographic Survey will include: 1' contour intervals with spot elevations, locations of all visible improvements within the project area (buildings, utilities, roadways, etc.).
- D. The Topographic Survey will be tied to the TN State Grid Network (State Plane Coordinates NAD83).

Drainage Easement Plats

- A. East Hill Subdivision: A2H will perform a boundary survey and provide drainage easement plat for the private property/properties selected by the City for the East Hill Subdivision storm water management area and associated drainage improvements as identified in the drainage study.
- B. Prosperity Point Subdivision: A2H will perform a boundary survey and provide drainage easement plats for the three properties identified in the drainage study as being impacted by the proposed drainage improvements.

East Hill Civil Construction Drawings

- A. Provide a layout plan, grading plan, erosion control plan, plan and profiles, layout coordinates, and details necessary to construct the drainage improvements.
- B. Provide a hydraulic stream determination on the channel North of Ellendale Road.
- C. Provide hydrologic and hydraulic calculations for the proposed drainage improvements.
- D. Submit a Storm Water Pollution Prevention Plan and Aquatic Resource Alteration Permit to the Tennessee Department of Environment and Conservation for approval.

Prosperity Point Civil Construction Drawings

- A. Provide a layout plan, grading plan, erosion control plan, plan and profiles, layout coordinates, and details necessary to construct the drainage improvements.
- B. Provide hydrologic and hydraulic calculations for the proposed drainage improvements

Specifications and Bid Documents

- A. Provide technical specifications as required to address the project conditions and incorporate the City of Bartlett's special conditions and contract requirements.
- B. Prepare the Bid Book modified as necessary to address project conditions, and incorporate the City of Bartlett's special conditions and contract requirements.

Construction Administration

- A. Assist the client in advertising, bidding and award of contract documents.
- B. Attend Pre-bid meeting to discuss project scope with potential bidders.
- C. Attend Preconstruction meeting with successful bidder to discuss project construction schedule.
- D. Review and approve or take other appropriate actions upon Contractor's submittals.
- E. Review contractor pay applications if required.
- F. Perform approximately four Site Inspections at critical construction phases.
- G. Verify contract periods pay application quantities by field measurements.
- H. Ensure substantial compliance with construction documents.
- I. Prepare final punch list.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. Environmental Site Assessment.
- D. Property or Right-of-way acquisition negotiations.
- E. Construction cost estimating.
- F. Advertisement for Bid.
- G. Our limited construction administration services do not include construction management tasks i.e. full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment request / change order request, etc.
- H. Quality Assurance Testing Services including but not limited to testing and special inspections.
- I. Value Engineering.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Topographic Survey	\$	4,000.00
Drainage Easement Plats, (4 @ \$750 per plat)	\$	3,000.00
East Hill Civil Construction Drawings	\$	17,800.00
Prosperity Point Civil Construction Drawings	\$	14,610.00
Specifications and Bid Documents	\$	3,775.00
Construction Administration	\$	4,020.00
Compensation for Basic Scope of Services	\$	47,205.00
Reimbursable Expense Fee (Printing, Plotting, Mileage, Courier Service, Postage)	\$	900.00
Reimbursable Fee (Plans Review, Bid Advertisement)	Direct Cost + 10%	

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and City of Bartlett. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 175.00	\$ 200.00	\$ 225.00
Project Manager	\$ 120.00	\$ 135.00	\$ 160.00
Project Coordinator	\$ 80.00	\$ 90.00	\$ 100.00
Architect	\$ 120.00	\$ 140.00	\$ 160.00
Engineer	\$ 115.00	\$ 130.00	\$ 155.00
Landscape Architect	\$ 100.00	\$ 115.00	\$ 130.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Planner	\$ 90.00	\$ 100.00	\$ 120.00
Interior Designer	\$ 80.00	\$ 95.00	\$ 110.00
Construction Administrator	\$ 90.00	\$ 95.00	\$ 110.00
Designer	\$ 75.00	\$ 85.00	\$ 95.00
BIM/CAD Technician	\$ 70.00	\$ 85.00	\$ 95.00
Survey Crew Member	\$ 55.00	\$ 65.00	\$ 75.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

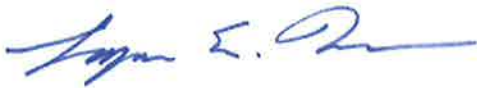
If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, Inc.



Logan E. Meeks, PE
President - Principal

Attachment: Terms and Conditions

AGENT FOR: CITY OF BARTLETT

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF BARTLETT** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF BARTLETT** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF BARTLETT** shall reimburse the Consultant all expenses incurred for courier service, (e.g. Federal Express, United Parcel Service, etc.) mileage, long distance telephone calls, travel, printing and postage. Reimbursable Expenses Fee shall be billed as a flat rate per section V of the contract.
3. In the event of any litigation arising from or related to this agreement or the services provided under this Agreement, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF BARTLETT** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF BARTLETT** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this agreement from **CITY OF BARTLETT** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by A2H, Inc. shall be borne by **CITY OF BARTLETT**.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF BARTLETT**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this agreement or the parties' contract, in providing services under this agreement, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF BARTLETT** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF BARTLETT** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF BARTLETT** should require Consultant to perform construction administration services, **CITY OF BARTLETT** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

 Initials

 Date

12. **CITY OF BARTLETT** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF BARTLETT** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF BARTLETT** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF BARTLETT** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this agreement to properly qualified subconsultants.
16. This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF BARTLETT** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF BARTLETT**, the measure of damages may include the cost of remediation work, but shall not include the cost of work that adds value to the project for which **CITY OF BARTLETT** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this agreement shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this agreement shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this agreement.
21. In the event **CITY OF BARTLETT** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF BARTLETT** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF BARTLETT** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF BARTLETT** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. The proposal represents the entire understanding between **CITY OF BARTLETT** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this agreement is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Accepted by **CITY OF BARTLETT**:

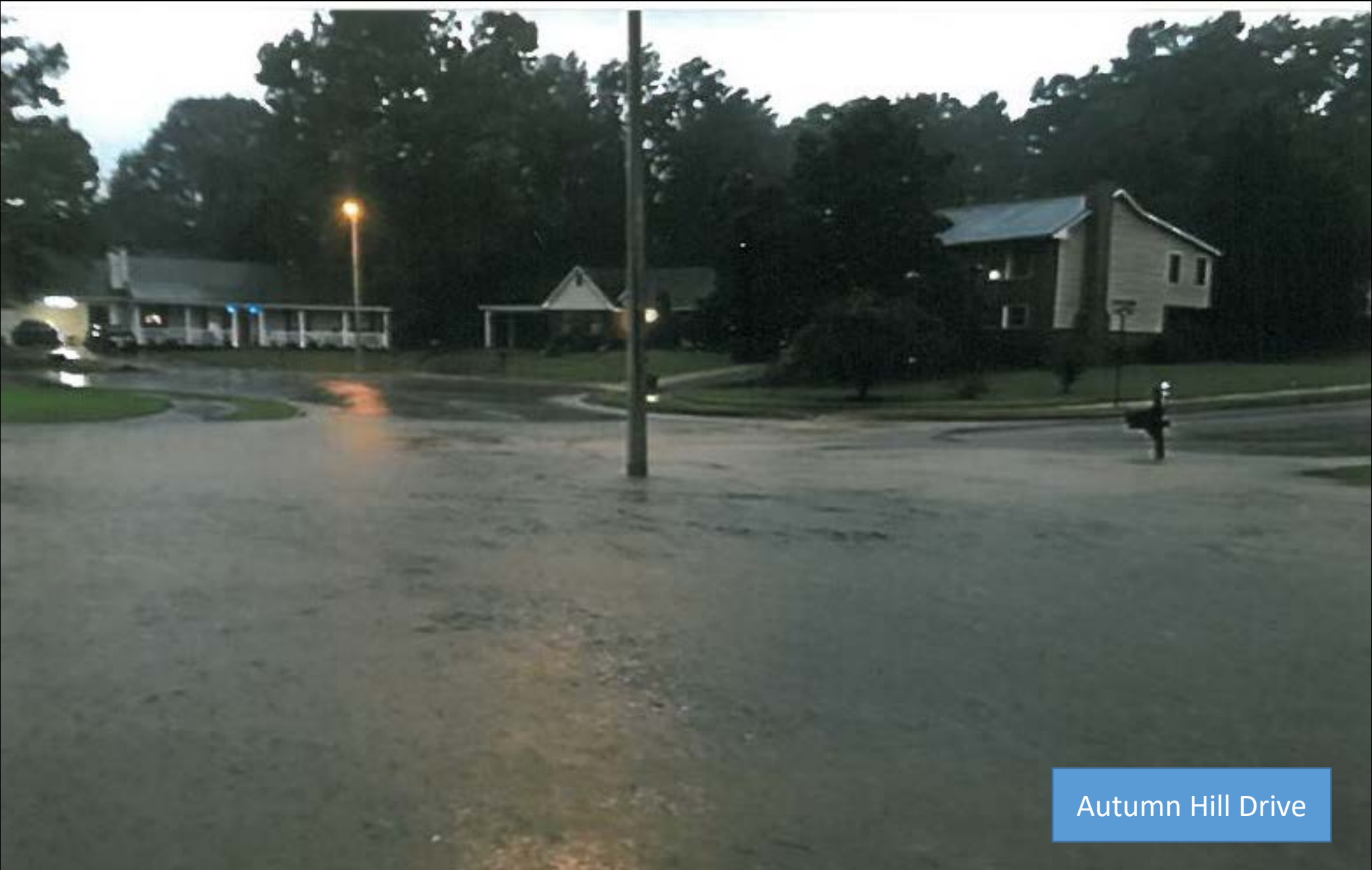
Signature

Date





House Garage Flooded: 6962 Autumn Hill





Front of
garage
Almost knee height



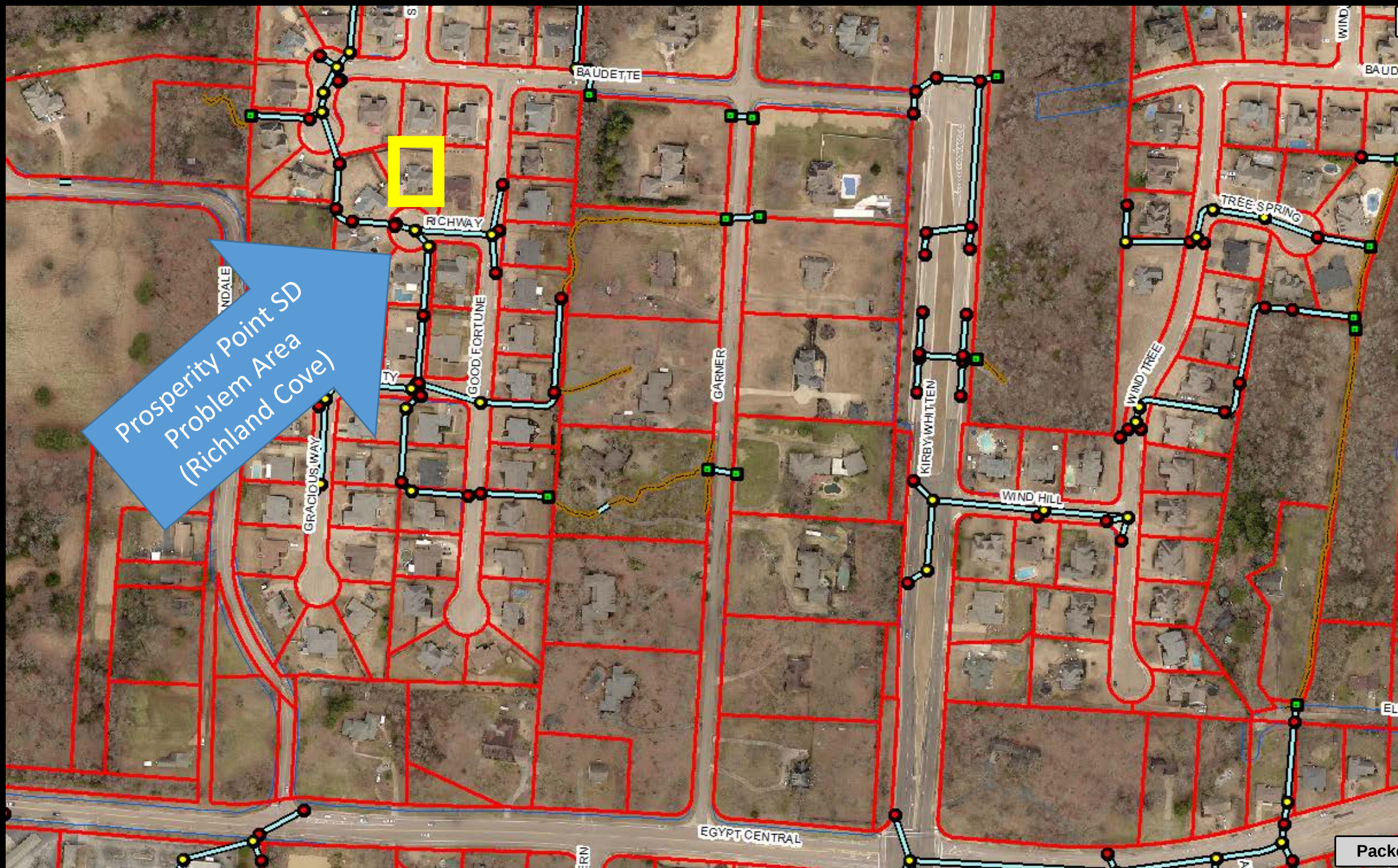
House Garage Flooded: 6962 Autumn Hill

Prosperity Point SD
Problem Area
(Baudette Cove)





Attachment: PROSPERITY POINT AND AUTUMN HILL RAIN EVENT PICTURES (2732 :



Prosperity Point SD
Problem Area
(Richland Cove)



Street Flooded: Richland Cove



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/10/19 07:00 PM
Department: Finance
Category: Budget
Prepared By: Penny Medlock
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.

Department	Year	Make/Model	Color	Vehicle ID#
Senior Center	1999	Skutt KM 1227-3	Metal	Kiln
Public Works	2007	Grasshopper 729 Mower	Tan	7244
Public Works		16 Foot Trailer	Grey	7247
Public Works	1980	Ford 5600 Tractor C640521	Blue	7360

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).

Thank you for your consideration of the above item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/10/19 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for October 2019.



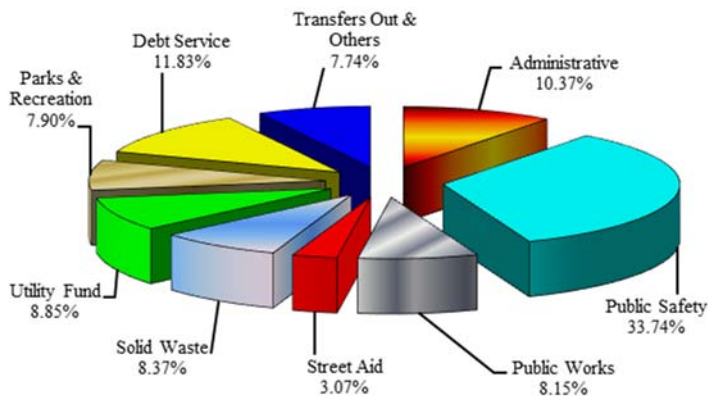
City of Bartlett

FINANCIAL REPORT

October 31, 2019

Total Expenditures, FY 2020 Budget: \$84,600,177

WHERE THE \$ GOES (Does not include School)

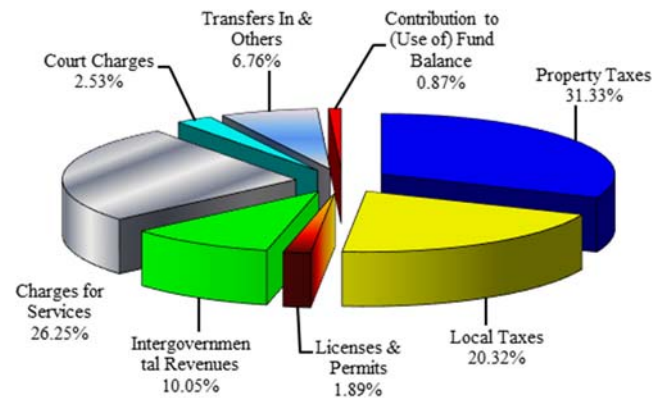


BUDGET HIGHLIGHTS

- June 30, 2019 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2019 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2018 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2020 Budget: \$84,600,177

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



FY 2020 YEAR-TO-DATE For The Period Ending October 31, 2019

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,065,468	\$ 2,344,600
Public Safety	27,951,102	9,523,312
Public Works	6,730,619	2,280,065
Parks and Recreation	6,050,387	2,079,248
Performing Arts	601,966	271,531
Transfers & Other Gen. Fund Items	5,534,019	2,346,019
Subtotal	\$ 54,933,561	\$ 18,844,775
General Fund Revenues		
Property Taxes	\$ 26,380,000	\$ 1,024,513
Local Taxes	13,663,410	2,397,392
Building and Development Fees	1,592,700	431,497
Intergovernmental	6,312,000	883,298
Charges for Services	4,497,190	1,419,722
Court Charges	1,945,000	491,268
Other Revenue	543,261	123,883
Subtotal	\$ 54,933,561	\$ 6,771,575
Special Rev. Funds - Expenditures	\$ 11,209,065	\$ 3,444,728
Special Rev. Funds - Revenues	\$ 11,209,065	\$ 3,106,967
Utility Expenses	\$ 9,725,000	\$ 3,340,513
Utility Revenues	\$ 9,725,000	\$ 3,292,448
Debt Service Expenditures	\$ 8,732,551	\$ 6,037,561
Debt Service Revenues	\$ 8,732,551	\$ 1,832,742
Total Expenditures	\$ 84,600,177	\$ 31,667,577
Total Revenues	\$ 84,600,177	\$ 15,003,732

Note: FY 2020 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Debt Service Fund.

Attachment: Oct19FinRpt (2733 : Treasurer's Report for October 2019.)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending October 31, 2019

	FY 2019 Unaudited Actual	FY 2020 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2019	Year-to-Date Actual FY 2020	Increase/ Decrease in \$	Percent of FY 2019 Actual	Percent of FY 2020 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,312,716	\$ 8,065,468	\$ 752,752	\$ 2,040,520	\$ 2,344,600	\$ 304,080	27.90%	29.07%	1.17%
Public Safety	27,066,233	27,951,102	884,869	8,886,267	9,523,312	637,045	32.83%	34.07%	1.24%
Public Works	6,146,159	6,730,619	584,460	1,994,319	2,280,065	285,745	32.45%	33.88%	1.43%
Parks and Recreation	5,503,662	5,927,719	424,057	1,906,539	2,079,248	172,709	34.64%	35.08%	0.44%
Performing Arts	676,342	724,634	48,292	227,578	271,531	43,954	33.65%	37.47%	3.82%
Transfers & Other Gen. Fund Items	6,771,704	5,534,019	(1,237,685)	2,846,019	2,346,019	(500,000)	42.03%	42.39%	0.36%
Total General Fund Expenditures	\$ 53,476,816	\$ 54,933,561	\$ 1,456,745	\$ 17,901,242	\$ 18,844,775	\$ 943,534	33.47%	34.30%	0.83%
General Fund Revenues									
Property Taxes	\$ 25,871,946	\$ 26,380,000	\$ 508,054	\$ 792,554	\$ 1,024,513	\$ 231,959	3.06%	3.88%	0.82%
Local Taxes	13,335,177	13,663,410	328,233	2,277,578	2,397,392	119,815	17.08%	17.55%	0.47%
Building and Development Fees	1,656,594	1,592,700	(63,894)	468,809	431,497	(37,312)	28.30%	27.09%	-1.21%
Intergovernmental	6,337,953	6,312,000	(25,953)	838,802	883,298	44,496	13.23%	13.99%	0.76%
Charges for Services	4,492,490	4,497,190	4,700	1,409,431	1,419,722	10,291	31.37%	31.57%	0.20%
Court Charges	1,776,992	1,945,000	168,008	625,088	491,268	(133,820)	35.18%	25.26%	-9.92%
Other Revenue	591,957	543,261	(48,696)	153,149	123,883	(29,266)	25.87%	22.80%	-3.07%
Total General Fund Revenues	\$ 54,063,109	\$ 54,933,561	\$ 870,452	\$ 6,565,412	\$ 6,771,575	\$ 206,163	12.14%	12.33%	0.18%
Special Revenue Funds									
Street Aid Fund	\$ 2,037,940	\$ 2,585,000	\$ 547,060	\$ 657,872	\$ 996,148	\$ 338,276	32.28%	38.54%	6.25%
Solid Waste Fund	6,052,064	7,185,191	1,133,127	2,276,111	1,715,528	(560,583)	37.61%	23.88%	-13.73%
General Improvement Fund	708,032	831,500	123,468	395,446	456,018	60,572	55.85%	54.84%	-1.01%
Drug Enforcement Fund	236,806	294,200	57,394	74,741	14,409	(60,332)	31.56%	4.90%	-26.66%
DEA Enforcement Fund	202,414	124,700	(77,714)	37,854	139,784	101,930	18.70%	112.10%	93.39%
Drainage Control Fund	91,407	127,374	35,967	30,359	35,397	5,038	33.21%	27.79%	-5.42%
Park Improvement Fund	16,936	22,700	5,764	16,936	0	(16,936)	0.00%	0.00%	0.00%
E-Citation Fund	0	38,400	38,400	0	204	204	0.00%	0.53%	0.53%
Grant Funds	734,191	0	(734,191)	249,690	87,240	(162,449)	34.01%	0.00%	-34.01%
Special Revenue Funds - Expenditures	\$ 11,484,352	\$ 11,209,065	\$ 1,129,275	\$ 3,739,008	\$ 3,444,728	\$ (294,281)	32.56%	30.73%	-1.83%
Special Revenue Funds - Revenues	\$ 10,587,254	\$ 11,209,065	\$ 621,811	\$ 2,750,315	\$ 3,106,967	\$ 356,652	25.98%	27.72%	1.74%
Utility Fund									
Total Utility Operations	\$ 8,710,397	\$ 8,097,646	\$ (612,751)	\$ 4,378,071	\$ 2,624,535	\$ (1,753,536)	50.26%	32.41%	-17.85%
Total Utility Debt Expenses	1,302,718	1,224,570	(78,148)	846,473	715,977	(130,496)	64.98%	58.47%	-6.51%
Total Utility Expenses	\$ 10,013,115	\$ 9,725,000	\$ (690,899)	\$ 5,224,545	\$ 3,340,513	\$ (1,884,032)	52.18%	34.35%	-17.83%
Total Utility Revenues	\$ 8,662,223	\$ 9,725,000	\$ 1,062,777	\$ 3,107,224	\$ 3,292,448	\$ 185,225	35.87%	33.86%	-2.02%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,468,420	\$ 8,732,551	\$ 264,131	\$ 5,976,836	\$ 6,037,561	\$ 60,725	70.58%	69.14%	-1.44%
Total Debt Service Revenues	\$ 8,293,241	\$ 8,732,551	\$ 439,310	\$ 522,779	\$ 1,832,742	\$ 1,309,963	6.30%	20.99%	14.68%
Total Expenditures	\$ 83,442,702	\$ 84,600,177	\$ 2,159,252	\$ 32,841,631	\$ 31,667,577	\$ (1,174,054)	39.36%	37.43%	-1.93%
Total Revenues	\$ 81,605,826	\$ 84,600,177	\$ 2,994,351	\$ 12,945,729	\$ 15,003,732	\$ 2,058,003	15.86%	17.73%	1.87%