



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, MARCH 11, 2014 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Chris Dempsey, Oliver Creek Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, March 13 at 7 p.m.

Historic Preservation Commission, March 17 at 7 p.m.

BPACC Advisory Board, March 18 at 6 p.m.

Design Review Commission, March 18 at 7 p.m.

Board of Zoning Appeals, March 20 at 6:30 p.m.

RECOGNITIONS

Certificates of Commendation for Lieutenant Frederick A. Johnson, Firefighter Timothy N. Peyton, and Firefighter Calvin "J.R." Vickers

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 25, 2014 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for St Ann/St Vincent DePaul Yard Sale. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, March 15 from 7 a.m. to 1 p.m. at St. Ann Church.

- 2 Bid for Wide Format Scanner/Plotter. (Rick McClanahan, Director of Engineering)**

Recommend accepting the lowest net bid for one Oce' 360 Plotwave Multi-Function System to RJ Young in the amount of \$16,843.00. Funds are available in 123.48123.264.

3 Bid for one 2014 Ford F-150 XL truck. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest, statewide bid from Golden Circle Ford for one 2014 Ford F-150 XL truck in the total amount of \$18,246.88. Funds are available in Account 311.48311.785.42012.

4 Contract Amendment for the Fletcher Creek Greenway Project. (Rick McClanahan, Director of Engineering)

Recommend approving the amended contract with TDOT for the design and construction of Fletcher Creek Greenway, Phase I. The City's portion for this phase will amount to \$240,000 in future years.

5 Proposal for Survey and Engineering design for Fletcher Creek Greenway, Phase I. (Rick McClanahan, Director of Engineering)

Recommend approving the proposed survey and engineering design for Fletcher Creek Greenway, Phase I from Barge Waggoner Sumner and Cannon at a cost to the City of \$20,000. Funds are available in 311.48311.772.451.

6 Artist contract for 2014-2015 BPACC Season. (Ron Jewell, Director of BPACC)

Request approval of contract with Charlie Daniels Band in the amount of \$35,000.

NEW BUSINESS

1 Appoint Sam Thompson to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)

2 Resolution 07-14, a resolution to accept additional reimbursement from Shelby County 911 Emergency Communications District in an amount up to \$181,500 and to amend the Fiscal Year 2014 Grants Budget to appropriate the funds and authorize the purchase of equipment. (Dick Phebus, Director of Finance)

3 Resolution 08-14, a resolution to appropriate funds for Bartlett City Schools for startup costs from April to June 2014. (David Stephens, Superintendent)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 25, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Kevin Mims, Brunswick Baptist Church

FUTURE MEETINGS

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

Planning Commission, March 3 at 7 p.m.

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

City Beautiful Commission, March 6 at 7 p.m.

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

RECOGNITIONS

Leadership Bartlett Class of 2014 spent the afternoon learning about City government and attended the Board meeting as part of their day.

Shelby County Trustee David Lenoir

Mr. Lenoir updated the Board on the financial health of Shelby County and Bartlett tax collections by the Trustee's office.

Certificate of Appreciation for Zeta Phi Beta

Mayor McDonald presented a Certificate of Appreciation to Zeta Phi Beta upon their five year anniversary.

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

MINUTES ACCEPTANCE

Minutes of the February 11, 2014 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Feb 25, 2014 7:00 PM (MINUTES ACCEPTANCE)

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

CONSENT AGENDA

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

- 1 Special event permit for Brunswick Farms Neighborhood Garage Sale. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, March 15 from 7 a.m. to 2 p.m. throughout Brunswick Farms Subdivision. The rain date is Saturday, March 22, 7 a.m. to 2 p.m.
- 2 Special event permit for Smile Train 5K. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, March 2 from 3 to 5 p.m. beginning and ending at Bartlett Pediatric Dentistry, 3071 Kirby-Whitten.
- 3 Software upgrade for digital water meter reading. (Dick Phebus, Director of Finance)**
Recommend upgrade of digital water meter reading from United Utilities at a total cost of \$11,800.00. Funds are available in Account 510.51100.933.
- 4 Purchase four workstations for police dispatch. (Gary Rikard, Chief of Police)**
Recommend purchasing four HP Z420 Energy Star Workstations and monitors from Hewlett Packard at a total cost of \$11,242.56. Hewlett Packard is a contracted bid provider with Bartlett's Information Technology Department. Funds are available in Account 123.48123.933.
- 5 Purchase of Reflective Ultraviolet Imaging System. (Gary Rikard, Chief of Police)**
Recommend purchasing a reflective ultraviolet imaging system from Sirchie at a total cost of \$19,400.00. Sirchie is a sole-source provider. This system will be used by the Investigative Services Division. Funds will be taken from the DEA fund and are available in Account 129.48129.899.
- 6 Bid for one Bobcat Compact Track Loader. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lowest, qualified bid from Williams Equipment at a cost of \$42,395.38. Funds are available in account 311.48311.785.50174.

Minutes Acceptance: Minutes of Feb 25, 2014 7:00 PM (MINUTES ACCEPTANCE)

7 Bid for one 2014 Ford Explorer XLT. (David Thompson, Director of Parks and Recreation)

Recommend accepting the lowest bid from Country Ford at a cost of \$27,163.81.
Funds are available in account 311.48311.185.50711.

8 Special event permit for Movies in the Park. (Jim Brown, Director of Code Enforcement)

The event will be held on Friday April 25, May 9, May 23, June 13, June 27 and July 11 from 8 to 10:30 p.m. at Freeman Park.

9 Treasurer's Report for January 2014. (Dick Phebus, Director of Finance)

Budgeted expenditures	\$62,822,095
Year-to-date expenditures	\$38,027,586
Budgeted revenues	\$62,822,095
Year-to-date revenues	\$35,932,230

NEW BUSINESS

There is no new business.

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:14 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Feb 25, 2014 7:00 PM (MINUTES ACCEPTANCE)

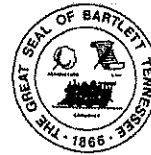
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/11/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for St Ann/St Vincent DePaul Yard Sale.



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

6529 STAGE RD 38134
 Address Zip Code
3/15/14 7AM - 1PM
 Dates of the Event Hours of the Event
FUND RAISER / GARAGE / YARD SALE
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
ST ANN CATHOLIC CHURCH
 Property Owner
ST VINCENT DE PAUL 6529 STAGE RD
 Special Event Permit Applicant Address of Applicant
901-283-2760 / 373-6011 373-9050
 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

Responsible Person

Date

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

APPROVAL

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

Special Event Checklist

Event: ST ANN / ST VINCENT DE PAUL YARD SALE
 Location: 6529 STAGE RD
 Dates: MAR. 15, 2014

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* 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.

☐ *Type 2: Special Seasonal Events.* 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.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* 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.**

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

☐ *Public property.* 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.

☐ *Public parks.* 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.)

☐ *City sponsorship.* 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.

☐ *Special use permit or site plan.* 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.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* 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.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

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><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11	X			<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12	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.	

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



St. Vincent dePaul Society

St. Ann Catholic Church 6529 Stage Road • Bartlett, Tennessee 38134 • (901) 373-6011 • Fax: (901) 373-9030

February 17, 2014

Bartlett Code Enforcement
6462 Stage Rd
Bartlett, TN 38134
Phone 385-6425

Re: Permit to display sign for Yard Sale

From St. Ann Catholic Church
St. Vincent de Paul Society
6529 Stage Rd
Bartlett, TN 38134

Dear Sir/Madam

We are requesting a permit to display a sign to advertise for a yard/garage sale that will be held Saturday March 15, 2014, from 7AM to approximately 2PM in the old gym at St Ann School. This sign will be displayed from February 25, 2013, through the sale date. The sign would be about 8 ft. x 4 ft. The proceeds of this sale will be used to help the sick, poor and the needy who call the church asking for assistance to pay their utility bills, rent, prescriptions, groceries or medical bills etc.

Thank you,

John Vetter
President St. Vincent de Paul Society

Attachment: St Ann-St Vincent De Paul Yard Sale-March 2014 (1191 : St Ann/St Vincent DePaul Yard Sale)

Certificate of Coverage

Date: 6/3/2013

Certificate Holder Bishop of the Diocese of Memphis and His Successors in Office, Diocese of Memphis Catholic Center 5825 Shelby Oaks Drive Memphis, TN 38134	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
Covered Location St. Ann Catholic Church 6529 Stage Road Bartlett, TN 38134	Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

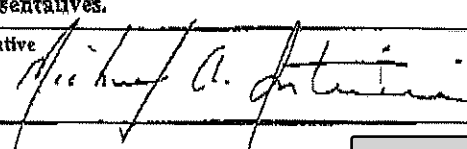
Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

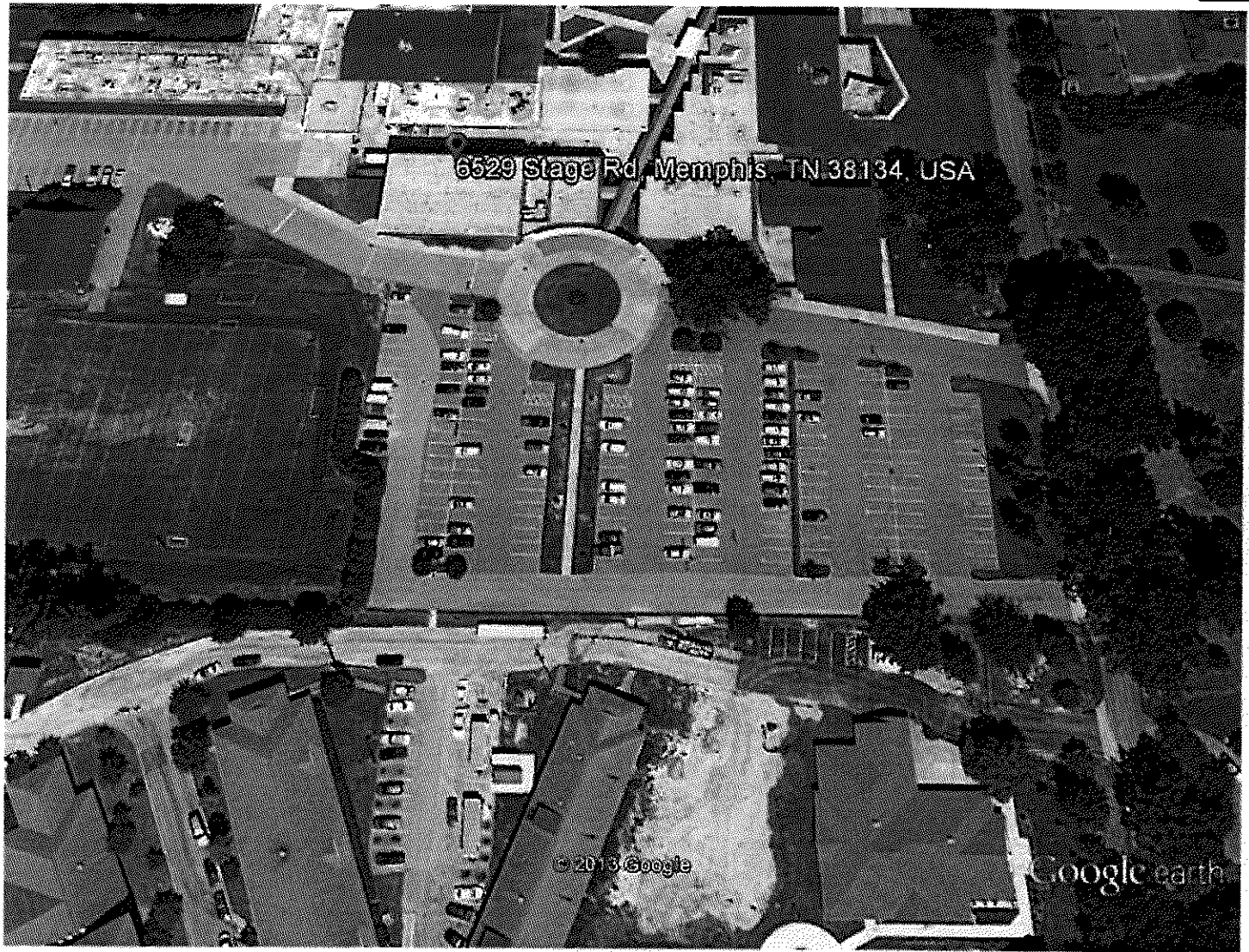
Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8576	7/1/2013	7/1/2014	Each Occurrence	500,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for St. Ann Catholic Church and School, Bartlett, TN, for the term of the certificate.

Holder of Certificate	Cancellation
	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative 

0277000344



Google earth

feet
meters

300

100





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/11/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Bid for Wide Format Scanner/Plotter.

The City of Bartlett prepared bid packets and specifications for a new and unused Oce' Plotwave 360 Multi-Function System or a new and unused KIP 7170 Multi-Function System. This project was advertised in *The Commercial Appeal* Tuesday, February 4, 2014.

On February 20, 2014, the City of Bartlett received three (3) bids and the results are listed as follows:

Bidder	Scanner/Plotter	Base bid amount	Trade-in	Net bid amount
Digital Now	Oce' 360	\$26,587.00	\$11,487.00	\$15,100.00
RJ Young	Oce' 360	\$17,343.00	\$500.00	\$16,843.00
Novacopy	KIP 7170	\$12,247.00	\$100.00	\$12,147.00

The bid amount includes a 180-day warranty with unlimited usage from the date of installation and training.

Included in the bid package was the monthly maintenance amount after the 180-day warranty period and they are listed below.

Bidder	Scanner/Plotter	Light Volume 2,000sf/mo	Median Volume 4,000 sf/mo	High Volume 6,000 sf/mo
Digital Now	Oce' 360	\$130	\$240	\$309
RJ Young	Oce' 360	\$76	\$136	\$186
Novacopy	Kip 7170	\$98	\$138	\$170

Based on our current usage, we will be considered as a Light Volume user. If in the future our volume increases, then we will have to switch our monthly maintenance to the median volume rate. The monthly maintenance costs are a yearly budgeted item.

The following chart shows the Light Volume maintenance costs per year over time, for comparison I used the maintenance rate given in the bid with the knowledge that over time this monthly fee will increase proportionately.

Bidder	Scanner/Plotter	Maintenance One year	Maintenance Five years	Maintenance 10 years
Digital Now	Oce' 360	\$1,560	\$7,800	\$15,600
RJ Young	Oce' 360	\$912	\$4,560	\$9,120
Novacopy	KIP 7170	\$1,176	\$5,880	\$11,760

NOTE: The monthly maintenance costs for the Oce' 360 provided by RJ Young includes the tonner that is needed for the operation of the scanner/plotter. Currently we are spending about \$500.00 per year on toner for our existing Oce' 9400 scanner/plotter. Therefore, by purchasing this unit from RJ Young, the City of Bartlett will be saving an additional \$500.00 more or less per year.

The following chart shows the purchase bid price, plus the yearly maintenance costs.

Bidder	Scanner/Plotter	Net bid + Maintenance One Year	Net bid + Maintenance Five years	Net bid +Maintenance 10 years
Digital Now	Oce' 360	\$16,660	\$22,900	\$30,700
RJ Young	Oce' 360	\$17,755	\$21,403	\$25,963
Novacopy	KIP 7170	\$13,323	\$18,027	\$23,907

This new scanner and plotter will be replacing the existing Oce' 9400 scanner/plotter that is 19 years old and has had a very good maintenance and performance history and is used to scan in our project plan files from the various engineering projects as well as new subdivision or commercial developments and building permits issued by Codes.

I have checked out the references and users of the Oce' 360 Plotwave Multi-Function System that are currently in use and being maintained by either Digital Now or RJ Young and both received high marks and both firms are located in the city of Bartlett.

I received some good reports about the KIP, but one firm using this machine said that the machine is very sensitive to changes in room temperature and being moved.

With the long history and usage that the City of Bartlett has had concerning the use of the Oce', and the fact that savings will be realized due to the lower maintenance fees and the toner being provided by RJ Young, I do believe the bid submitted by RJ Young is the best and lowest responsible bid.

With all of the facts considered, I would recommend awarding the purchase and monthly maintenance of the new **Oce' 360 Plotwave Multi-Function System** to **RJ Young**.

Please award the purchase of the new **Oce' 360 Plotwave Multi-Function System** to **RJ Young** in the amount of **\$16,843.00**. Funds are available in **Account 123.48123.264**, this is a budgeted item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/11/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Bid for one 2014 Ford F-150 XL truck.

The Water Plant Production division currently uses three pickup trucks, each with more than 140,000 miles and often in need of repair.

The State of Tennessee's General Services Central Procurement Office received several vehicle bids for statewide purchase. Bids were received and awarded December 16, 2013 and remain viable for three years, ending December 15, 2016.

Bids were requested and received on a two-wheel-drive pickup, regular cab, V-6 engine, 6 ½ foot bed, and white in color.

The lowest bidder in this area is Golden Circle Ford, Inc. and based on the vehicle specifications, the bid price is **\$18,246.88**.

Please authorize the purchase of one 2014 Ford F-150 XL Pickup for Engineering Department-Water Plant, from Golden Circle Ford, Inc. for a total cost of **\$18,246.88**.

The pickup will be delivered to the City of Bartlett. Funds are available in account 311.48311.785.42012.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

**Golden Circle Ford Inc
1432 Highway 45 Bypass
Jackson, TN 38305-2710**

Vendor ID: 0000000981

Contract Number: 0000000000000000000040034

Title: SWC #209 Vehicles

Ford Award: All Regions

Start Date : December 16, 2013

End Date: December 15, 2016

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-2026
Fax: 615-741-0684

Line Information

Line 1*1000162729 Generic Asset Police Pursuit Vehicle*

Unit of Measure: EA

Line 2*1000162730 Generic Asset Sedan, Compact*

Unit of Measure: EA

Line 3*1000162731 Generic Asset Sedan, Mid-Size*

Unit of Measure: EA

Line 4*1000162732 Generic Asset Sedan, Full Size*

Unit of Measure: EA

Line 5*1000162733 Generic Asset Truck, Half-Ton*

Unit of Measure: EA

Line 6*1000162734 Generic Asset Truck, 3/4 Ton*

Unit of Measure: EA

Line 7*1000162735 Generic Asset Truck, Full Ton*

Unit of Measure: EA

Line 8*1000162736 Generic Asset SUV*

Unit of Measure: EA

Line 9*1000162737 Generic Asset Van*

Unit of Measure: EA

APPROVED:


CHIEF PROCUREMENT OFFICER

BY:


CATEGORY SPECIALIST12/13/2013
DATE

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/11/14 07:00 PM

Department: Engineering

Category: Amendment

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Contract Amendment for the Fletcher Creek Greenway Project.

Attached is an amended contract for the design and construction of the first phase of the Fletcher Creek Greenway. This phase will begin at Highway 64 and parallel Fletcher Creek up to Yale Road.

It includes two bridge crossings, bike ways, walkways and trail head.

The estimated construction cost is \$1,200,000. Engineering design is estimated at \$120,000.

This project is 80 percent federally funded and 20 percent locally funded. This will require a \$240,000 local match in future years.

Please authorize the Mayor to execute this contract with TDOT to begin engineering on this project.

Locally Managed Enhancement Agreement

Amendment Number: 1**Agreement Number: 090171****Project Identification Number: 112841.00****Federal Project Number: STP-M-9409(122)****State Project Number: 79LPLM-F0-070****79LPLM-F1-077****79LPLM-F2-409****79LPLM-F3-071****FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF BARTLETT (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Design and Construction of the Fletcher Creek Greenway

The language of AGREEMENT # 090171 dated June 23, 2009 is hereby deleted in its entirety and replaced with the following:

A. PURPOSE OF AGREEMENT**A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Attachment 1 attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to

Locally Managed Enhancement Agreement

expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure work versus infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT**B.1 General Requirements:**

- a)
- | | Responsible Party | Funding Provided by:
Agency or Project |
|-----------------------------|--------------------------|---|
| Preliminary Engineering by: | Agency | Project |
| Environmental Clearance by: | Agency | Project |
| Right-of-Way by: | Agency | Project |
| Utility Coordination by: | Agency | Project |
| Construction by: | Agency | Project |

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

Locally Managed Enhancement Agreement

- c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by N/A. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.
- d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency shall complete the herein assigned phases of the Project on or before **December 31, 2017**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the

Locally Managed Enhancement Agreement

Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal

Locally Managed Enhancement Agreement

does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for

Locally Managed Enhancement Agreement

the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

- a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.
- b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:
 - 1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.

Locally Managed Enhancement Agreement

- 2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.
 - 3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.
 - 4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)
- c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.
 - d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

Locally Managed Enhancement Agreement

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

Locally Managed Enhancement Agreement

- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related

Locally Managed Enhancement Agreement

expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

Locally Managed Enhancement Agreement

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be

Locally Managed Enhancement Agreement

deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its

Locally Managed Enhancement Agreement

system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.
- c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 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 Department for assistance in obtaining a copy of those regulations.

Locally Managed Enhancement Agreement

- 5) The Agency agrees by entering into this Agreement that 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.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency 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 portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 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 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 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 may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a

Locally Managed Enhancement Agreement

criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third

Locally Managed Enhancement Agreement

parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

Locally Managed Enhancement Agreement

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

Locally Managed Enhancement Agreement

- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to

Locally Managed Enhancement Agreement

the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

Locally Managed Enhancement Agreement

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

Locally Managed Enhancement Agreement

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.
- b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all

Locally Managed Enhancement Agreement

requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.
- c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:**
- 1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

Amendment Deleting Entire Previous Contract including Exhibit

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF BARTLETT

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Mayor **Date** **John C. Schroer** **Date**
Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Attorney **Date** **John Reinbold** **Date**
City **General Counsel**

Approved:

Version 1

Amendment Deleting Entire Previous Contract including Exhibit

EXHIBIT "A" for Amendment 1**CONTRACT #:** 090171**PROJECT IDENTIFICATION #:** 112841.00**FEDERAL PROJECT #:** STP-M-9409(122)**STATE PROJECT #:** 79LPLM-F0-070

79LPLM-F1-077

79LPLM-F2-409

79LPLM-F3-071

PROJECT DESCRIPTION: Design and construction of the Fletcher Creek Greenway. Project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget and/or scope of work on which approval of the project was based and AASHTO Standards. The application, budget, and/or scope of work may be amended from time to time and when amended will serve as the revised project standard.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Pedestrian and Bicycle Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	M-STP	80%	0%	20%	\$51,265.25
PE-DESIGN	M-STP	80%	0%	20%	\$186,234.75
ROW	M-STP	80%	0%	20%	\$12,500.00
CONSTRUCTION	M-STP	80%	0%	20%	\$1,041,250.00
CONSTRUCTION - CEI	M-STP	80%	0%	20%	\$187,500.00
TDOT ENGINEERING SERVICES	M-STP	80%	0%	20%	\$21,250.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Approved:

Version 1

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 03/11/14 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

AGENDA ITEM

Proposal for Survey and Engineering design for Fletcher Creek Greenway, Phase I.

Attached is a surveying and engineering proposal to design the walkway and two bridge crossings for the first phase of construction on the Greenway. This phase will run from Highway 64 to Yale Road.

Barge Waggoner Sumner and Cannon is the engineering firm and has provided a proposal to do this work for \$100,000. This is a 80 percent federal, 20 percent local match, making the City's share \$20,000.

Funding is available is Account 311.48311.772.451



November 8, 2013
File Number: 9303110

Rick McClanahan
City Engineer
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

RE: Fletcher Creek Greenway Trail

Dear Rick:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is pleased to provide this fee proposal for the Fletcher Creek Greenway Trail Project, Phase 1 in Bartlett, Tennessee. The attached proposal provides BWSC's proposed scope of services and fees for the work.

The proposed scope and fee are prepared based on BWSC's understanding of the project description. If the proposed services do not fully address the project's requirements, or if you have other questions regarding the proposal, please advise me immediately by calling (901) 244-5512.

Sincerely,

A handwritten signature in blue ink that reads "Chris Triplett". The signature is fluid and cursive, with the first name "Chris" and last name "Triplett" clearly distinguishable.

Chris Triplett, VP, PE
Vice President/Memphis Office Manager

BARGE, WAGGONER, SUMNER, AND CANNON, INC.

PROPOSED SCOPE OF WORK

This proposed scope of work is made as of November 8, 2013 by Barge, Waggoner, Sumner, and Cannon, Inc. (BWSC) for City of Bartlett (Client), described as follows:

Project: Fletcher Creek Greenway Trail, Phase 1

Location: The new trail will start at Highway 64 and run north-northeast to Yale Road.

Scope of Services:

The new 10-foot wide trail will start at a trailhead north of Highway 64 just west of Fletcher Creek. The trail will run north-northeast in the Fletcher Creek Greenway to another new trailhead at the northwest corner of Yale and Brother Boulevard. The new trail will cross Fletcher Creek in two (2) locations, which will require two (2) bridges. The north bridge will be designed to support pedestrian/bike traffic and the southern bridge will also support periodic maintenance vehicles traffic.

Right of Way Phase

The right of way phase will include a topographic survey of the proposed route, along with identification of all property lines, and preparation of all required easement plats and descriptions. The plan set will include the property map with a ROW acquisition table, trail layout, and plan & profile sheets.

1. Survey	\$12,500
2. Engineering Design Drawings	\$36,500
a. Property Map/Acquisition Table	
b. Plan & Profile Plans	
c. Layout	
d. Grading & Drainage	
Subtotal	\$49,000

Final Design Phase

The final design will include structural design of the two bridges, trail details, design of the trailheads, trail signage, erosion control plans, preparation of a SWPPP, traffic control plans, and landscaping plans.

1. Structural Design for Two Bridges	\$31,000
2. Engineering Design Drawings	\$20,000
a. Trail Details	
b. Trailheads	
c. Signage	
d. Erosion Control / SWPPP	
e. Traffic Control	
f. Landscaping	
Subtotal	\$51,000
TOTAL FEE	\$100,000

BARGE, WAGGONER, SUMNER, AND CANNON, INC.**PROPOSED SCOPE OF WORK****Exclusions:**

- A. Soils Testing or Reporting
- B. Improvements Outside Proposed Area
- C. Environmental Sampling or Reporting
- D. Site Lighting

COMPENSATION: Client shall compensate BWSC for the Basic Services as follows:

Lump Sum: \$100,000.00

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/11/14 07:00 PM

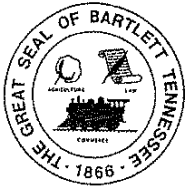
Department: BPACC

Category: Contract

Prepared By: Stefanie McGee

Department Head: Ron Jewell

Artist contract for 2014-2015 BPACC Season.



City of Bartlett

A. Keith McDonald, Mayor

MEMORANDUM

DATE: March 5, 2014
TO: Mayor and Board of Aldermen
FROM: Ron Jewell
RE: Approval of 2014-15 Artist Contract

Please find included in your packet agreement for Charlie Daniels Band that is scheduled for performance at BPACC during our 2014-2015 performance season. With your approval we will be able to move forward and complete the contract process.

Thank you,

Attachment: Charlie Daniels Band (1198 : Charlie Daniels band contract)


AGENCY FOR THE PERFORMING ARTS, INC.

NEW YORK LOS ANGELES NASHVILLE

Contract: _____
Received Deposit: \$ _____
Date: _____

Whenever The Term "The Local Union" is Used in This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract is To Be Performed. THIS CONTRACT for the personal services of musicians on the engagement described below is made this date, 2/24/2014, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician(s). Attached rider is a part of this contract and must be signed by all parties to this contract.

CONTRACT #: 105210

ARTIST(S): The Charlie Daniels Band "An Evening With"

ADDRESS: Bartlett Performing Arts Center 3663 Appling Rd., Bartlett, TN 38133

Phone: 901-385-6440

Fax:

Product:

Ron Jewell

Phone:

901-385-6440

DATE(S): Thu. August 21, 2014

Artist to Perform one (1) set approximately 75-90 minutes in length.

QUANTITIES:	Quantity	Grs Price	Cmp/Kls	Deduct	Net Price	Discription
	350	@	\$45.00		\$45.00	

No. Days/Shws: 1 / 1

Load In: Per advance

Snd Chck: Per advance

Doors Open: 7:00pm

Showtime(s): 8:00pm

Onstage:

Ages:

Curfew:

GP: \$15,750.00

Tax:

Net: \$15,750.00

Scaling Notes:

Subscriber tickets \$35.00

Capacities

Per Show: 350

Total tkts: 350

Merchandising

Artist sell: 100 %

Build sell:

GUARANTEE: \$35,000.00 Flat Guarantee

Flat.

PLUS Purchaser agrees to provide and pay for sound, lights and boards to meet with artist's specifications and approval.

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

ADDITIONAL
PROVISIONS:

Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

Radius clause: 75 miles 180 days prior to and 30 days following engagement.

Offer subject to mutual agreement of production requirements.

COMMENTS: \$17,500.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: March 10, 2014

Signed contracts and riders due by: March 10, 2014

THE BALANCE OF THE GUARANTEE SHALL BE PAID TO THE ARTIST OR ARTIST'S REPRESENTATIVE UPON DEMAND DAY OF SHOW VIA CASH, CERTIFIED/CASHIER'S CHECK, OR MONEY ORDER ONLY!

Artist's certified/cashier's checks should be made payable to CDB, Inc

Agency for the Performing Arts, Inc Bank Wire Information

Union Bank of California ABA#: 122 000 496 Account#: 4780064698 9460 Wilshire Blvd., Beverly Hills, CA 90212

performance on the engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.

expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are bound to this contract in any capacity except as expressly provided in the previous paragraph and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for the purposes of communicating with the musician(s) performing the engagement and the Purchaser.

agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other immediate conditions beyond their control.

contract and its attachments may be executed and exchanged electronically or by fax.

WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and first above written.

Charlie Daniels Band, Inc

Charlie Daniels/Bebe

Fed ID #:

62-0968963

Bartlett Performing Arts Center

A. Keith McDonald

X

APA, Inc. 3010 Poston Ave.

Nashville, TN 37203

Phone: 297-0100

Fax: (615) 297-5434

BOOKING AGENT: Cass Scripps

c/o 3663 Appling Rd.

Bartlett, TN. 38133

901-385-6440

Fax:

CONTACT: Ron Jewell

Attachment: Charlie Daniels Band (1198 : Charlie Daniels band contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/11/14 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Sam Thompson to Parks and Recreation Advisory Board.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1194)

Meeting: 03/11/14 07:00 PM

Department: Finance

Category: Grant

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1194

Resolution 07-14, a resolution to accept additional reimbursement from Shelby County 911 Emergency Communications District in an amount up to \$181,500 and to amend the Fiscal Year 2014 Grants Budget to appropriate the funds and authorize the purchase of equipment.

WHEREAS, the Police Department did receive notice from Shelby County 911 Emergency Communications District of additional budgeted funds available to the City of Bartlett for reimbursement of the cost of purchase and installation of the Vision Air CAD system, and

WHEREAS, the Shelby County 911 Emergency Communications District will reimburse 100 percent of additional costs totaling \$181,500, and

WHEREAS, it is necessary to accept the Shelby County 911 Emergency Communications District reimbursement revenue, amend the Fiscal Year 2014 Grants Fund revenue and expenditure budgets to appropriate the \$181,500 and authorize the equipment purchase.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the Shelby County 911 Emergency Communications District additional reimbursement is accepted in the amount of \$181,500 and that the Fiscal Year 2014 Grants Fund Budget is amended to appropriate these funds and the purchase authorized.

Adopted this day of March 11, 2014

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

City of Bartlett / Shelby County 9-1-1 District CAD Funding Agreement

This agreement serves to specify the terms of the above City of Bartlett CAD (Computer Aided Dispatch) funding. The stated funding is being appropriated for use by the City of Bartlett.

The Shelby County 9-1-1 District will provide funding in the amount of One Million Two Hundred Forty Thousand Eight Hundred Eighty Seven Dollars (\$1,240,887.00 USD) to assist in the purchase and installation of the Vision Air CAD system which will allow greater access to more information and allow dispatchers and field personnel to make more informed decisions. This total funding includes a contingency amount for unexpected project expenses. Original amount approved on 06-07-12 was for \$1,059,387 and an additional amount of \$181,500 was approved on 02-07-13 for equipment at the Backup PSAP by the Shelby County 9-1-1 Emergency Communications District Board of Directors.

The purchases will be procured by the City of Bartlett Purchasing Department. The Shelby County 9-1-1 District will then reimburse the City of Bartlett based on invoices submitted up to the amount specified above.

Agency agreement certified by:


Shelby County 9-1-1 District

Date

02-07-13

Date



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1197)

Meeting: 03/11/14 07:00 PM
Department: Bartlett City Schools
Category: Budget
Prepared By: Stefanie McGee
Initiator: David Stephens
Sponsors:
DOC ID: 1197

Resolution 08-14, a resolution to appropriate funds for Bartlett City Schools for startup costs from April to June 2014.

WHEREAS, the Bartlett City School Board has met and voted to approve a budget for startup costs for the Bartlett City Schools for the period of April to June 2014, as presented on the attached schedule; and

WHEREAS, it is necessary to amend the Fiscal Year 2014 City of Bartlett Operating Budget to appropriate the funds for the projected schools startup costs and funds are available from the City's unassigned fund balance; and

WHEREAS, during this startup period the financial activities for the Bartlett City Schools will be managed and accounted for by the City of Bartlett finance and accounting staff; and

NOW THEREFORE BE IT RESOLVED that the City of Bartlett Operating Budget be amended to appropriate funds for projected startup costs for the Bartlett City Schools in the amount of \$767,288 as presented on the attached schedule and funds are available from the City's unassigned fund balance.

Adopted this day of March 11, 2014

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

**Bartlett City Schools
Projected Start Up Costs
April-June, 2014**

Departmental Area		Personnel		April-June 2014 Totals
BOARD OF EDUCATION	5	Board Members		\$12,334
OFFICE OF SUPERINTENDENT	1	Superintendent		77,407
	1	Secretary		
FISCAL SERVICES	1	Chief Financial Officer		77,292
	1	Sr. Accountant (Specialist)		
	2	Clerks		
HUMAN RESOURCES	1	Dir HR/Fed Programs/Accountability		79,146
	1	HR Specialist		
	2	HR Clerk		
TEACHING & LEARNING	1	Director of Teaching & Learning		237,090
	1	K-5 Supervisor		
	1	6-12 Supervisor		
	1	SPED Supervisor		
	1	Media Specialist		
	1	SPED Specialist		
	1	IT Supervisor		
	1	IT Technician		
	1	IT Clerk		
	2	Teaching & Learning Clerk		
SCHOOL OPERATIONS	1	Director of School Operations		146,198
	1	Operations Foreman		
	1	Operations Clerk		
	2	Student Services Specialist		
	1	Health Specialist		
	1	Student Support Clerk		
SHARED SERVICES	1	Planner		243,712
	1	Business IT Supervisor		
	1	Payroll Supervisor		
	1	Payroll Clerk		
	1	Benefits Supervisor		
	1	Benefits Clerk		
	3	Purchasing Specialists		
	1	Purchasing Clerk		

Attachment: 4Q14 Budget Summary.xlsx (1197 : Res 08-14 fund appropriation for schools)

- 1 Phone/Network Tech
- 1 Network Administrator

Capital Outlay	Office Furniture	20,000
	Telephone Upgrade	20,000
	Office Improvements	20,000
Consultants	APECS Install (Bartlett share)	95,454
	Powerschool Install (Bartlett share)	45,013
	Sherrill Morgan study	12,000
	Other	50,000
Data Processing Equipment		63,000
Dues & Memberships		10,000
Office Supplies		4,500
Telephone Expense		3,000
Office Equipment Rental & Maint		1,675
Postage		3,000
Software (Searchsoft, Versatran)		18,924
Office Rental		8,245
Shared Services (recouped for other munis)		-115,347
Total APR-JUN 2014		\$1,132,643

3Q14 Budget	727,800.00	
Spent-to-date *	-114,087.24	
Encumbrances	-62,315.83	
Estimated Mar Expenditures	-186,042.07	
Balance to apply to 4Q14		-365,355
4Q14 Budget Request		\$767,288

* Does not include Feb 28 payroll