



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JANUARY 28, 2020 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Landin Norman, New Hope Christian Church

FUTURE MEETINGS

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

Planning Commission, February 3 at 7 p.m.

Beer Board, February 4 at 6 p.m.

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

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

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

RECOGNITIONS

Healthier Bartlett Committee recognition for obtaining Healthier Tennessee Community designation

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the January 13, 2020 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Oak Elementary 5K Run/Walk Fundraiser. (Jim Brown, Director of Code Enforcement)**

The event will be held on Friday, May 8 from 5 p.m. to 10 p.m. at Oak Elementary.

- 2 Special event permit for St. Valentine's 5K/10K Run. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, February 8 from 9 a.m. to 1 p.m. at Bartlett Baptist Church.

3 Bid for BPACC Concert Grand Piano. (Dick Phebus, Director of Finance)

Recommend accepting the lowest, qualifying bid from Circle Music Center at a cost of \$49,987.00. Funds are available in Account 311.48311.785.59120.

4 Purchase of Orion water meters. (Dick Phebus, Director of Finance)

Recommend accepting quote from Badger Meter, a single source supplier, for Orion water meters at a total cost of \$126,713.00. Funds are available in Account 510.51100.945.

5 Bid for concrete replacement project. (John Horne, Assistant Director of Engineering)

Recommend accepting the lowest bid from ENSCOR, LLC in the amount of \$461,750.00, plus a contingency amount of \$40,000.00 for a total cost of \$501,750.00. The project is to replace all deficient concrete in the rights-of-way of a neighborhood slated for paving later this year. Funds are available in Account 311.48311.780.456.

6 Subdivision Contract for Willow Ridge. (John Horne, Assistant Director of Engineering)

The developer, Blue Sky Communities, Inc., will pay \$310,622.36 in City fees. The bond is set at \$1,252,226.25.

7 Treasurer's Report for December 2019. (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Appoint and re-appoint Members to City's Boards and Commissions. (A. Keith McDonald, Mayor)

2 Res. 02-20, a resolution of the Board of Mayor and Aldermen of the City of Bartlett, Tennessee in support of the U.S. Postal Service Private Home Mail and Package Delivery in Single Family Communities in the City of Bartlett. (David Parsons, Alderman)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

MONDAY, JANUARY 13, 2020 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Bartlett Arts Council, January 21 at 6 p.m.

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

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

Industrial Development Board, January 23 at 7 p.m.

Board of Education, January 23 at 7 p.m.

RECOGNITIONS

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

The Board recognized Cub Scouts from Pack 258, Church of the Nativity. They were working to obtain their Building a Better World and Citizenship badges.

MINUTES ACCEPTANCE

Minutes of the December 10, 2019 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Jan 13, 2020 7:00 PM (MINUTES ACCEPTANCE)

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

CONSENT AGENDA

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

- 1 **Special event permit for Winter Cross Country Series. (Jim Brown, Director of Code Enforcement)**
 The event will be held on Sunday, February 9 from 2 p.m. to 5 p.m. at Nesbit Park.
- 2 **Bid for EMS supplies. (Terry Wiggins, Fire Chief)**
 Recommend accepting the lowest bid from Boundtree Medical at a cost of \$122,544.71. Funds are available in Account 110.42300.321.
- 3 **Bid for self-contained breathing apparatus. (Terry Wiggins, Fire Chief)**
 Recommend accepting the sole bid from Mid-South Emergency Equipment at a cost of \$439,928.00. Funds are available in Account 311.48311.785.25820.
- 4 **Bid for regular cab truck with enclosed service body. (Matt Crenshaw, Assistant Director of Public Works)**
 Recommend accepting the lowest bid from Landers Collierville at a cost of \$40,299.02. Funds are available in Account 311.48311.785.30720.
- 5 **Bid for regenerative street sweeper. (Matt Crenshaw, Assistant Director of Public Works)**
 Recommend accepting the lower bid from Stringfellow, Inc. at a total cost of \$248,739.00. Funds are available in Account 311.48311.785.30720.
- 6 **Professional design services agreement for Pickleball Courts at Shadowlawn Park. (Shan Criswell, Director of Parks and Recreation)**
 Recommend approving the professional design services agreement from Dalhoff Thomas Design Studio for Pickleball Courts at Shadowlawn Park at a total cost of \$32,100.00. Funds are available in 311.48311.780.51420.
- 7 **Bid for stucco repair at Singleton Community Center. (Shan Criswell, Director of Parks and Recreation)**
 Recommend accepting the lowest bid from Legacy Construction Services at a total cost of \$62,406.00. Funds are available in Accounts 311.48311.780.51618, 110.44100.921 and 110.44100.266.

Minutes Acceptance: Minutes of Jan 13, 2020 7:00 PM (MINUTES ACCEPTANCE)

8 Treasurer's Report for November 2019. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$84,600,177
Year-to-date Expenditures	\$38,175,290
Budgeted Revenues	\$84,600,177
Year-to-date Revenues	\$20,498,261

CONSENT ITEM REMOVAL**I Bid for 2018 Sport Utility Vehicle. (Dick Phebus, Director of Finance)**

Recommend accepting the lowest qualified bid from Freeland Chevrolet for one new 2018 Chevrolet Tahoe at a cost of \$34,500. Funds are available in Accounts 311.48311.785.10620 and 110.41500.935.

Vice Mayor Young requested this item be pulled from the consent agenda to discuss if the bid was for a 2018 vehicle rather than 2020. Finance Director, Dick Phebus explained that the bid was for a 2020 Sport Utility vehicle, but Freeland Chevrolet had several brand new 2018 Chevrolet Tahoes in stock, with full warranty at a savings of \$5,000.

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

NEW BUSINESS**I Resolution 01-20, a resolution to amend the Fiscal Year 2020 Grants Fund budget to appropriate funds for Shelby County Government grants for Police Department security cameras and Parks Department ballpark renovations. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that this resolution entails two grants contributed by Shelby County.

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

OPEN DISCUSSION

Lisa Wimberly, 7543 Greystone Oaks Ave., announced her candidacy for General Sessions Court Clerk.

ADJOURNMENT

Meeting adjourned at 7:15 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jan 13, 2020 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/20 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Oak Elementary 5K Run/Walk Fundraiser.



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

Address 3573 Oak Road Zip Code 38135
 Dates of the Event May 8, 2020 Hours of the Event 5pm - 10pm
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction) 5K Run/Walk Fundraiser
 Property Owner BCS, Stephanie Beach, Principal
 Special Event Permit Applicant Oak Elementary PTO c/o Pam Viar, 3573 Oak R Address of Applicant 38135
 Phone Number 901-373-2646 Fax Number 901-373-1415

Check all items that apply:

For information call (901) 385-6425.

- ☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☒ 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
\$ 2% Credit Card Fee
\$ Total Permit Fee

Pam Viar
 Responsible Person

12-6-19
 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.

BMA

Special Event Checklist

Event: Running of the Rams 5K Run/Walk
 Location: Oak Elementary School
 Dates: Friday, May 8, 2020 5pm - 10pm
 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	✓			<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.	see map attached
2	✓			For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	see map attached
3			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	✓			<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	Friday 8, 2020 May 5pm - 10pm
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			✓	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			✓	<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			✓	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		✓		<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			✓	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	✓			<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	<i>Police Dept will be closing part of Oak Rd in sections due to 5K runners. See map</i>
21	✓			<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	<i>Copy enclosed</i>

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



Oak Elementary PTO
3573 Oak Road
Bartlett, Tennessee 38135

December 6, 2019

Re: Property Approval for
7th Annual Running of the Rams 5k

To Whom It May Concern:

I grant my permission for Oak Elementary PTO to host the 7th Annual Running of the Rams 5k event on the property of Oak Elementary School located at 3573 Oak Road in Bartlett, TN on May 8, 2020 from 4:00 pm - 10:00 pm.

Sincerely,

Stephanie Beach
Principal



MEMBER CERTIFICATE OF INSURANCE

12/10/19

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN152012

NAMED INSURED MEMBER:

Oak Elementary PTO
Attn: Pam Viar or Current Officer
3573 Oak Rd
Bartlett, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Tudor Insurance Company / Commercial General Liability	CPG1164488	10/1/19 - 10/1/20	\$ 0	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS - Subject to General Aggregate	Included
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Tudor Insurance Company / Extended Medical Payments	CPG1164488	10/1/19 - 10/1/20	\$ 0	Any One Person	\$25,000
Tudor Insurance Company / Professional Liability (Directors & Officers Liability)	CPG1164489	10/1/19 - 10/1/20	\$ 1,500	Aggregate	\$1,000,000
	Retro-active Effective Date:	10/1/15			
Tudor Insurance Company / Fidelity Bond (Crime)	CPG1155185	10/1/19 - 10/1/20	\$ 250	Each Occurrence	\$50,000
Tudor Insurance Company / Inland Marine (Business Personal Property)	CPG1155186	10/1/19 - 10/1/20	\$ 250	Each Occurrence	\$10,000

Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: OAK ELEMENTARY 5K RUN-WALK FUNDRAISER-2020 (2746 : Oak Elementary 5K Run/Walk)

Jeff Cox <jcox@bartlettspolice.org>

1/6/2020 6:51 PM

Re: [External] Oak Elementary Running of the Rams 5K

To Pam Viar <p.viar@comcast.net> • Chris Page <cpage@bartlettspolice.org>

Thank you i will forward to traffic division. The route seems to be the same looks good

Sent from my iPhone

On Jan 6, 2020, at 3:15 PM, Pam Viar <p.viar@comcast.net> wrote:

Chief Cox:

Attached is a map of our school's Running of the Rams 5k walk/run that I would like to have approved for Friday, May 8, 2020 with a start time of 6:30 pm. It will start on Oak Road beside the school and finish off of Oak Road in the Oak Elementary side parking lot. I would appreciate your approval so that I may submit my application to Code Enforcement. Please let me know if you need additional information.

Thank you!
Pam Viar
Oak Elementary PTO President
5k Director
901-27-4621
<Race Map.jpg>

Pam Viar <p.viar@comcast.net>

1/6/2020 3:15 PM

Oak Elementary Running of the Rams 5K

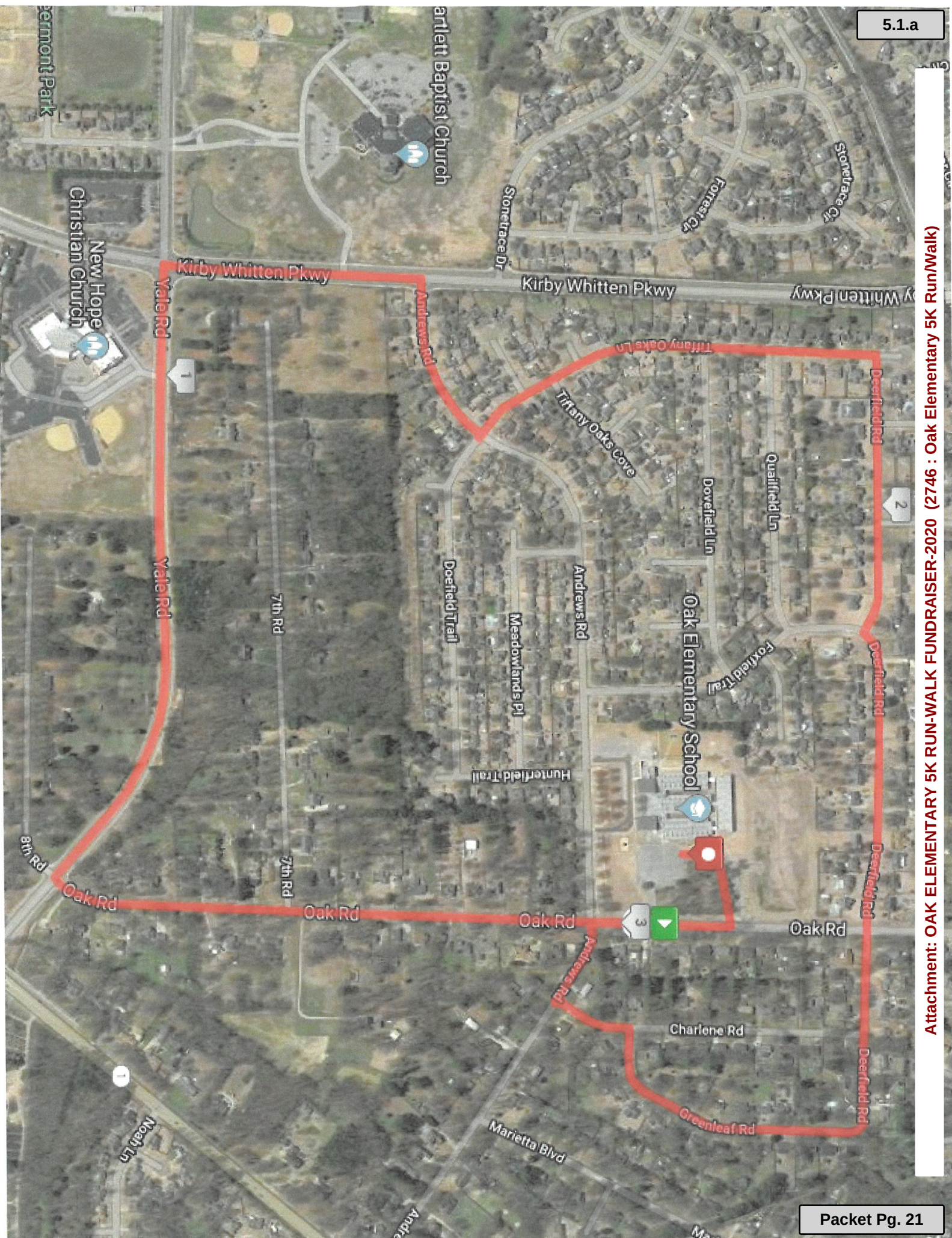
To jcox@bartlettspolice.org

Chief Cox:

Attached is a map of our school's Running of the Rams 5k walk/run that I would like to have approved for Friday, May 8, 2020 with a start time of 6:30 pm. It will start on Oak Road beside the school and finish off of Oak Road in the Oak Elementary side parking lot. I would appreciate your approval so that I may submit my application to Code Enforcement. Please let me know if you need additional information.

Thank you!
Pam Viar
Oak Elementary PTO President
5k Director

Attachment: OAK ELEMENTARY 5K RUN-WALK FUNDRAISER-2020 (2746 : Oak Elementary 5K Run/Walk)



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/20 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for St.Valentine's 5K/10K Run.



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

<u>3465 Kirby Whitten Parkway</u>		<u>38135</u>
Address		Zip Code
<u>Saturday, February 8, 2020</u>		<u>9:00 am to 1:00 pm</u>
Dates of the Event		Hours of the Event
<u>St. Valentine's 5k/10k Run</u>		
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)		
<u>Bartlett Baptist Church</u>		
Property Owner		
<u>City of Bartlett / Singleton Community Center</u>	<u>7266 Third Road, Bartlett, TN 38135</u>	
Special Event Permit Applicant	Address of Applicant	
<u>901-385-5593</u>	<u>901-385-5597</u>	
Phone Number	Fax Number	

Check all items that apply:

For information call (901) 385-6425.

☒ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☒ Letter of Permission
☒ Insurance
☒ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☐ Sign or Banner

<u>\$60.00</u>	Special Event Fee
<u>\$4.00</u>	Permit Issuing Fee
<u>\$</u>	2% Credit Card Fee
<u>\$</u>	Total Permit Fee

Paul Wright

Responsible Person

1/10/2020

Date

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

APPROVAL

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

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2020 (2752 : St. Valentine's 5K/10K Run)

Special Event Checklist

Event: St. Valentine's 5k/10k Run

Location: Bartlett Baptist Church

Dates: February 8, 2020

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9				<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				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				<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				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	✓			<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	✓			<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

4/25/02

Page 5 of 9

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2020 (2752 : St. Valentine's 5K/10K Run)

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

Conditions

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

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

Special event permit application, content and submission requirements

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

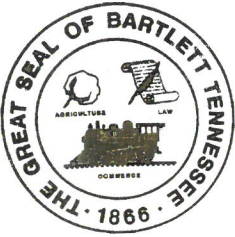
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, Parks Director

TO: Shan Criswell *SC*
FROM: Paul Wright
Cc: Mayor and Board of Alderman
DATE: January 15, 2020
RE: St. Valentine's Day 5K and 10K Run

I have compiled a list for your information on the upcoming St. Valentine's Day 5K and 10K Run.

1. The date is scheduled for February 8, 2020, at 9:00 a.m. The run will begin and end at the Bartlett Baptist Church at 3465 Kirby Whitten Parkway. Estimated total time is 2 hours.
2. The award categories are as follows:

Individual award categories in both 5K and 10K

Overall Male	Overall Female
Master Male	Master Female
Grandmaster Male	Grandmaster Female

1st, 2nd, and 3rd place in the following categories

14 and under	15 to 19	20 to 24
25 to 29	30 to 34	35 to 39
40 to 44	45 to 49	50 to 54
55 to 59	60 to 64	65 to 69
70 to 74	74 to 79	80 & over

Couples Sweetheart Division** for 10K only.

In this division teams consist of two members (one male and one female). They both run the entire 10K and their times are added together to determine the winner. There will be an overall winner and age group winners. Age groups are determined by the average age of the team members.

Providing Bartlett residents with quality, fun recreational opportunities and facilities.

January 15, 2020

Page 2

****Participants in the Couples Sweetheart Division are also eligible for individual awards.**

Couples Sweetheart Awards

Overall Winner

1st place in the following age categories

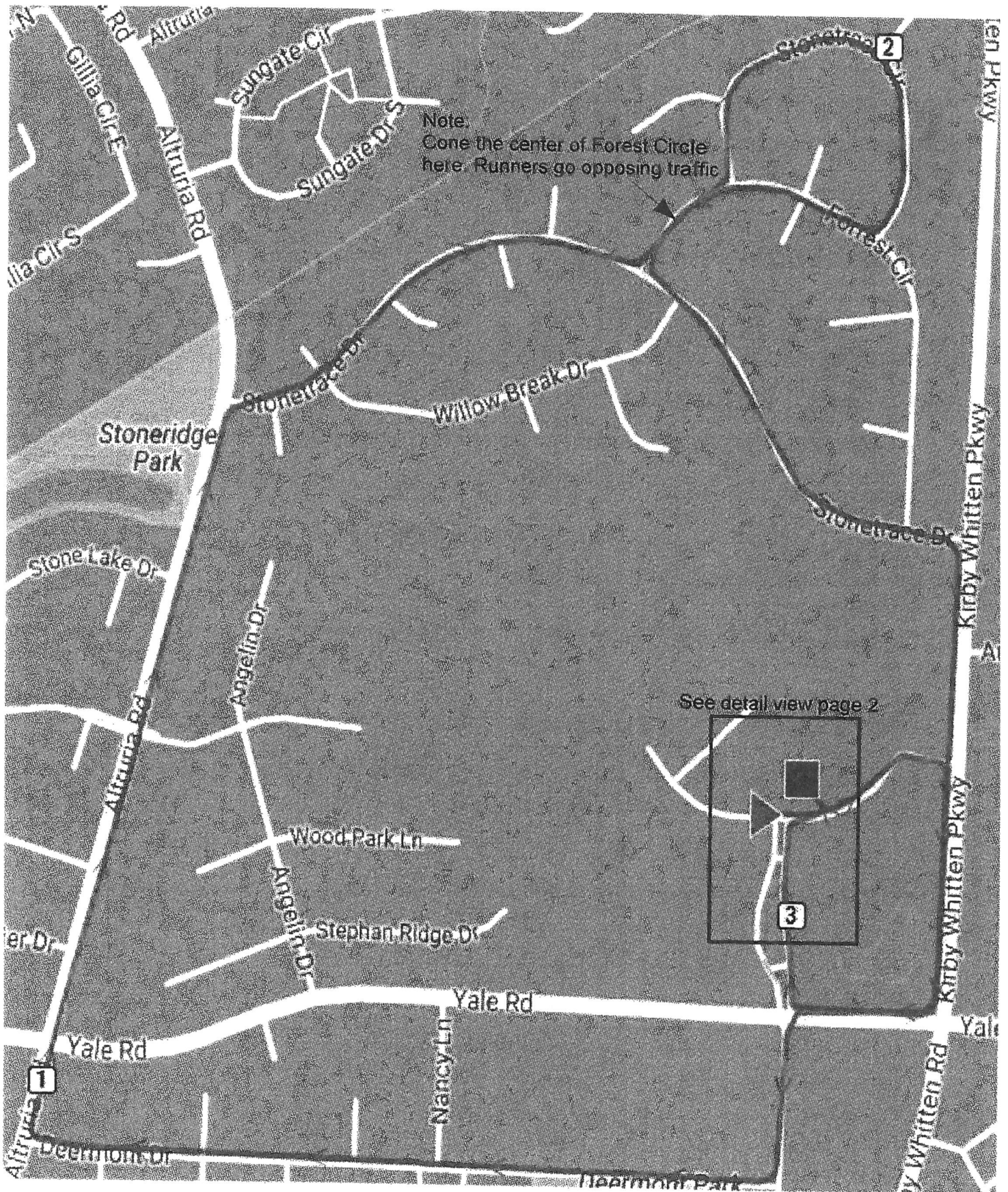
- 19 and under
 - 20 to 29
 - 30 to 39
 - 40 to 49
 - 50 to 59
 - 60 to 69
 - 70 and over
3. An estimated number of (30) personnel consisting of volunteers and staff will be utilized as course monitors and to man three water stops.
 4. Residents along the course will be given notification of the event via flyer.
 5. Memphis Runners Track Club will once again be doing the start, finish and results.

If you have any questions, please don't hesitate to ask.

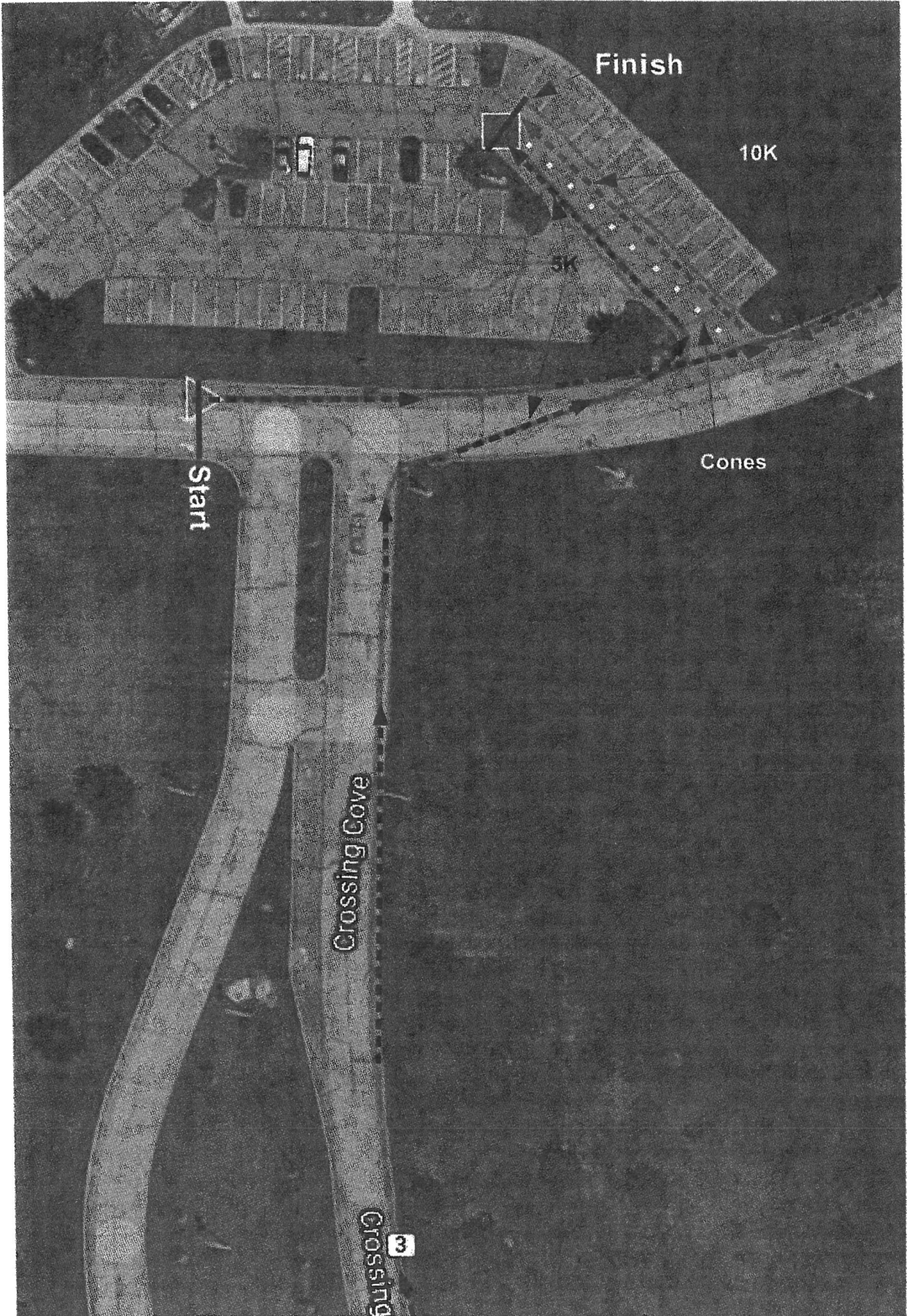


Paul Wright, CPRP
Assistant Director, Parks & Recreation

Bartlett Valentine 5K Trial 32



Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2020 (2752 : St. Valentine's 5K/10K Run)

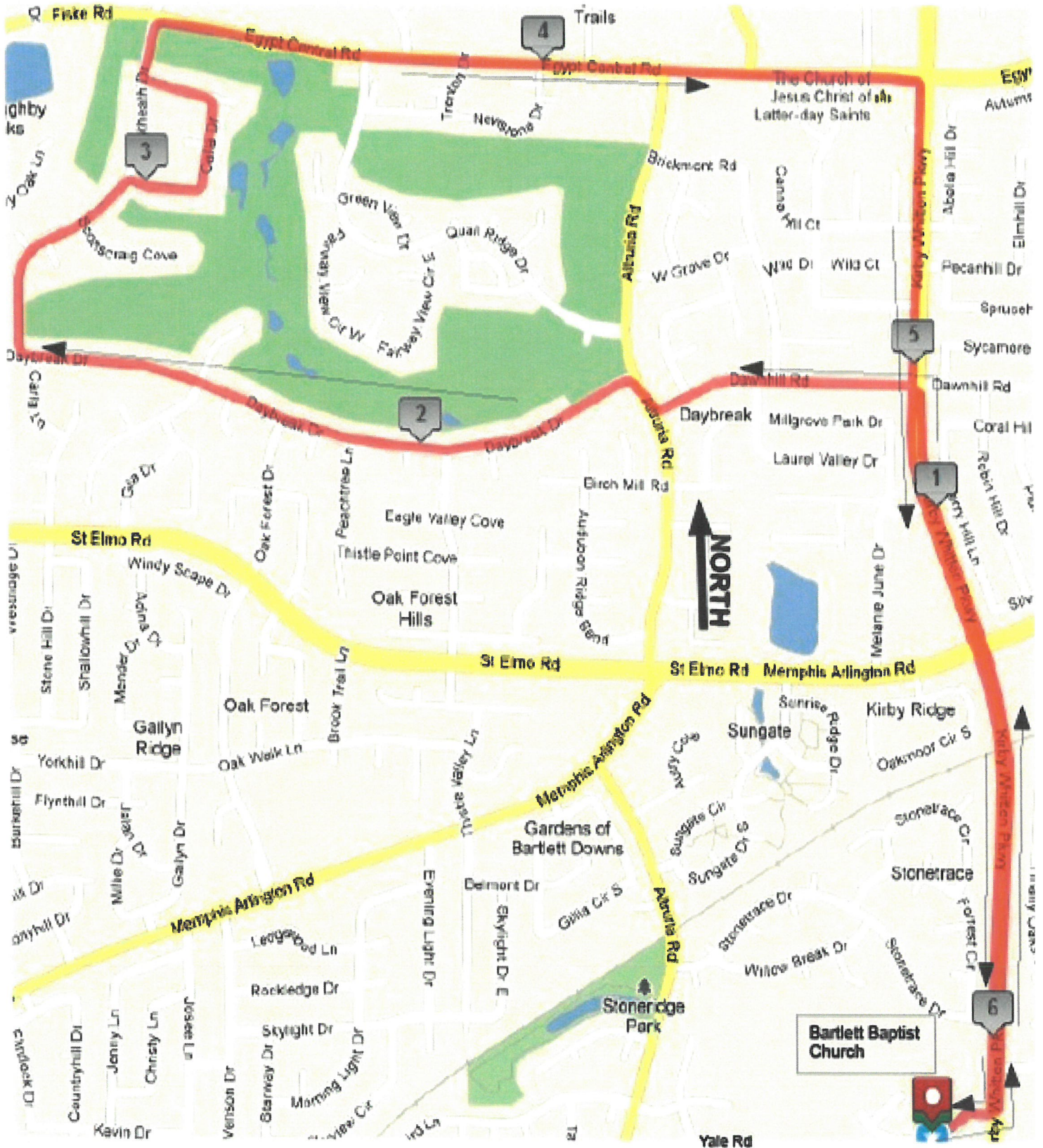


Baptist Church



Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2020 (2752 : St. Valentine's 5K/10K Run)

Bartlett Valentine 10K TN13005MS



Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2020 (2752 : St. Valentine's 5K/10K Run)

TO: Chief Cox

CC: Asst. Chief Sones, Chief Inspector Page

FROM: Paul Wright

DATE: January 10, 2020

RE: St. Valentine's Day 5K/10K Run

I am sending this letter to request traffic control support for our upcoming "St. Valentine's Run" which will be held at 9:00am on Saturday, February 8th at Bartlett Baptist Church. I have attached course maps of both the 5K and 10K routes. The areas where we will need assistance with traffic control include the following intersections:

5K Route

- Yale and Kirby Whitten – need a unit dedicated to this intersection
- Yale and Crossing Cove – this unit can move to the 10K once the 5K is clear
- Deermont and Altruria
- Yale and Altruria – may need 2 units

10K Route

- Memphis Arlington and Kirby Whitten – need a unit dedicated to this intersection (may need 2)
- Daybreak and Altruria
- Altruria and Egypt-Central – the Officer on the 5K at Yale & Crossing Cove can move to this intersection; the 5K starts about 10-minutes prior to the 10K to provide ample time for them to clear out

Please let me know if you have any questions about our needs for the event and I will be happy to answer them. I appreciate your assistance in making this event happen.



Paul Wright, CPRP
 Bartlett Parks & Recreation
 Assistant Director
www.cityofbartlett.org/parks

5868 Stage Road
 Bartlett, TN 38134
 C: (901) 734-8022
 O: (901) 385-5590
 F: (901) 385-6673



*Providing Bartlett residents
 with quality, fun recreational
 opportunities and facilities*



Valerie Brantley

From: Paul Wright
Sent: Friday, January 17, 2020 2:31 PM
To: Valerie Brantley
Subject: FW: St. Valentine's 5k/10k Run: Saturday, February 8, 2020 at 9:00am

I received the below email from Chief Inspector Page regarding the request. Will that work?

From: Chris Page
Sent: Friday, January 10, 2020 11:24 AM
To: Paul Wright <pwright@cityofbartlett.org>
Cc: Jeff Cox <jcox@bartlettspolice.org>; Steve Sones <ssones2@bartlettspolice.org>; J.J. Leatherwood <jjleatherwood@bartlettspolice.org>
Subject: Re: St. Valentine's 5k/10k Run: Saturday, February 8, 2020 at 9:00am

Paul,

Thanks for the info. I'm sure we will be able to assist as usual. I'm including Capt. Leatherwood on this email so he can confirm. Let me know if you need anything else.

Have a great weekend!

"Leadership is an attitude not a position."--Kevin Burns

Chief Inspector Chris Page
 Bartlett Police Department
 Patrol Division Commander
 3730 Appling Road
 Bartlett, TN 38133
 901-385-5541 Office
cpage@bartlettspolice.org

On Jan 10, 2020, at 09:50, Paul Wright <pwright@cityofbartlett.org> wrote:

Good morning, Gentlemen!

I am sending this email to request traffic control support for our upcoming "St. Valentine's Run" which will be held at 9:00am on Saturday, February 8th at Bartlett Baptist Church. I have attached course maps of both the 5K and 10K routes. The areas where we will need assistance with traffic control include the following intersections:

5K Route

· Yale and Kirby Whitten – need a unit dedicated to this intersection

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2020 (2752 : St. Valentine's 5K/10K Run)

CERTIFICATE OF INSURANCE

PRODUCER FOUR-WAY INSURANCE, LLC 7909 US HWY 70 BARTLETT TN 38133	DATE: 1/14/2020 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.				
INSURED BARTLETT, CITY OF 6400 STAGE RD BARTLETT TN 38134-1148	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> </tr> <tr> <td style="text-align: center;">COMPANY LETTER A PUBLIC ENTITY PARTNERS</td> </tr> <tr> <td style="text-align: center;">COMPANY LETTER B</td> </tr> <tr> <td style="text-align: center;">COMPANY LETTER C</td> </tr> </table>	COMPANIES AFFORDING COVERAGE	COMPANY LETTER A PUBLIC ENTITY PARTNERS	COMPANY LETTER B	COMPANY LETTER C
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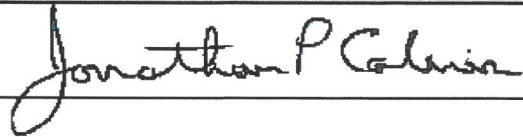
COVERAGES

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

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS	
A	GENERAL LIABILITY	X	PLI-0196-20	7/1/2019 - 7/1/2020	TORT	
	☒ Commercial General Liability				PER PERSON/BODILY INJURY/PERSONAL INJURY	\$300,000
	☒ Claims Made				PER OCCUR/BODILY INJURY/PERSONAL INJURY	\$700,000
	☒ Personal Injury Liability				PER OCCURENCE/PROPERTY DAMAGE	\$100,000
	☒ Claims Made				NON TORT	
	☒ Law Enforcement Liability				PER OCCURENCE/EACH OTHER LOSS	\$1,000,000
	☒ Claims Made					
A	ERRORS or OMISSIONS LIAB		PLI-0196-20	7/1/2019 - 7/1/2020	PER OCCURENCE	\$1,000,000
	☒ Claims Made					
	AUTOMOBILE LIABILITY				TORT	
	☐ Owned Autos				PER PERSON/BODILY INJURY	
	☐ Hired Autos				PER OCCURENCE/BODILY INJURY	
	☐ Non-owned Autos				PER OCCURENCE/PROPERTY DAMAGE	
	☐ Physical Damage				NON TORT	
					PER OCCURENCE/EACH OTHER LOSS	
	WORKERS COMPENSATION				WC STATUTORY COVERAGE	
	EMPLOYERS LIABILITY				EMPLOYERS LIAB-EACH ACCIDENT	
					EMPLOYERS LIAB-DISEASE-POLICY LIMIT	
					EMPLOYERS LIAB-DISEASE-EACH PERSON	
	PROPERTY & CRIME				BUILDINGS/PERS PROPERTY	
	PROPERTY-PART I				EDP EQUIPMENT	
	Causes of Loss				MOBILE EQUIPMENT	
	☐ Special				EQUIPMENT BREAKDOWN	
	☐ Flood				AUTOMATIC COVERAGES	
	☐ Earthquake					
	CRIME-PART II				EMPLOYEE DISHONESTY	
	☐ Blanket Crime				FORGERY OR ALTERATION	
					THEFT, DISAPPEARANCE OR DESTRUCTION	
					COMPUTER FRAUD	

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS.
 As respects use of premises February 8, 2020.

AN ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY IF A CHECK IS SHOWN IN THE 'Add'l Ins' COLUMN. THE COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SOLELY LIMITED TO LIABILITY SPECIFICALLY RESULTING FROM THE CONDUCT OF A NAMED INSURED WHICH MAY BE IMPUTED TO THE ADDITIONAL INSURED. LIMITS PROVIDED TO AN ADDITIONAL INSURED WILL NOT EXCEED THOSE APPLICABLE TO THE NAMED INSURED. THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSIONS OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO AN ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS AND EXCLUSIONS CONTAINED IN THE POLICY.

CERTIFICATE HOLDER	CANCELLATION
ADDITIONAL INSURED Bartlett Baptist Church 3465 Kirby Whitten Rd Bartlett, TN 38135	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER 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 



Public Entity Partners - 5100 Maryland Way Brentwood TN 37027 - 615-371-0049



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/28/20 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for BPACC Concert Grand Piano.

On December 19, 2019 an ad was placed in *The Daily News*. On January 9, 2020 the City of Bartlett received 2 bids, which were opened at City Hall.

Bids were received from the following companies:

AMRO MUSIC (Steinway)	\$109,000.00
AMRO MUSIC (Did not meet specifications- Boston)	\$44,000.00
AMRO MUSIC (Did not meet specifications- Baldwin)	\$33,325.00
CIRCLE MUSIC CENTER (Yamaha)	\$49,987.00

We recommend the lowest, qualifying bid be awarded to Circle Music Center for a total price of \$49,987.00.

Funds are available in Account 311.48311.785.59120.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/28/20 07:00 PM

Department: Finance

Category: Purchase

Prepared By: Dick Phebus

Department Head: Dick Phebus

Purchase of Orion water meters.

On January 16, 2020 the City of Bartlett received a quote from Badger Meter, a single source company, for Orion water meters to be installed on Bartlett water routes 98, 51, and 28 serving a total of 857 accounts.

Quote was received from the following company:

Badger Meters	\$126,713.00
---------------	--------------

We recommend the meters be purchased from Badger Meter for a total price of \$126,713.00.

Funds are available in Account 510.51100.945.

Thank you for your consideration.

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 800-876-3837 Fax: 888-371-5982

Created Date 01-16-2020

Customer ID 00410908

To Kasey Williamson
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT
Tennessee 38134

Effective Dates 01-16-2020 - 06-30-2020

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
005161 DUKE JULIAN	Proposal_3121486_01-16-2020	PREPAY/ADD TO INVOICE FCA FACTORY	NET 30 DAYS

Description	Qty	Unit Net Price USD	Line Totals USD
BMI Part No.: 100-6798 Description: R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, 1 - Standard, 8 Dial - 0.1 Gal, E - 1,000 NX - YEAR OF MFG 9 DIGIT S/N BARCODED in, NONE out Pit/Remote Pipe Install Kit, TF - TWIST TIGHT - 5 FT (MTR, ASSY) AA - Domestic-Ground (Paused), B0A - BADGER METER STANDARD (ID=B0A) Cat String: R4-BA1-M1DA-2B1-8BE-NX-AF-TF-AA-B0A	647	139.00	89,933.00
BMI Part No.: 100-6797 Description: DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), BAB - MODEL 25- 5/8" X 3/4-3/4 BORE (3/4 X 7-1/2) Potable, C1 - CAST IRON BOTTOM, 430 SS (ONE) Plastic, XX - None, D3 - Badger Std (TS-135), Y2 - YR MFG 9D & PBB HR-E DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, 1 - Standard, 8 Dial - 0.1 Gal, E - 1,000 NN - YR MFG 9D BRCD IN, YR MFG 9D OUT Pit/Remote Pipe Install Kit, TF - TWIST TIGHT - 5 FT (MTR, ASSY) AA - Domestic-Ground (Paused), B0A - BADGER METER STANDARD (ID=B0A) Cat String: DS-BAB-PC1P-XXD3-Y2-M1DA-2B1X1-8BE-NN-AF-TF-AA-B0A	204	174.00	35,496.00
BMI Part No.: 101-0065 Description: DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), KCC - MODEL 70- 1" (1 X 10-3/4) Potable, C2 - CAST IRON BOTTOM, 430 SS (ALL) Plastic, XX - None, D3 - Badger Std (TS-135), Y2 - YR MFG 9D & PBB HR-E DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, 1 - Standard, 8 Dial - 0.1 Gal, E - 1,000 NN - YR MFG 9D BRCD IN, YR MFG 9D OUT Pit/Remote Pipe Install Kit, TH - TWIST TIGHT - 10 FT (MTR, ASSY) AA - Domestic-Ground (Paused), B0A - BADGER METER STANDARD (ID=B0A) Cat String: DS-KCC-PC2P-XXD3-Y2-M1DA-2B1X1-8BE-NN-AF-TH-AA-B0A	3	289.00	867.00

Attachment: Orions Quote 1-28-2020 (2750 : Orion Meters from Badger Meter)

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

Description	Qty	Unit Net Price USD	Line Totals USD
BMI Part No.: 100-7942 Description: R4 - REGISTRATION FOR: KC1 - MODEL 70 HR-E DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, 1 - Standard, 8 Dial - 0.1 Gal, E - 1,000 NN - YR MFG 9D BRCD IN, YR MFG 9D OUT Pit/Remote Pipe Install Kit, TF - TWIST TIGHT - 5 FT (MTR, ASSY) AA - Domestic-Ground (Paused), B0A - BADGER METER STANDARD (ID=B0A) Cat String: R4-KC1-M1DA-2B1-8BE-NN-AF-TF-AA-B0A	3	139.00	417.00

Subtotal - USD	126,713.00
Estimated Freight Charges	0.00
Total Price - USD	126,713.00

Notes and Assumptions

If applicable, sales tax and freight will be added at time of invoice.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

If you would like to place an order, please contact us at Utilityorders@badgermeter.com or by calling 1-800-876-3837.

If you have questions, please contact your Account Manager DUKE JULIAN,

Attachment: Orions Quote 1-28-2020 (2750 : Orion Meters from Badger Meter)

Thank you for your business!

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Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/28/20 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Erin Campbell

Department Head: John Horne

Bid for concrete replacement project.

On November 15, 2019 an ad was placed in *The Daily News*. On December 12, the City received three bids, which were opened at City Hall.

The lowest bidder, ENSCOR, LLC, submitted a total base bid of \$461,750.00. Based on the bid prices submitted, the Engineering Department recommends awarding this bid to ENSCOR, LLC. The total cost shall not exceed \$501,750.00 the base bid of \$461,750.00, plus a \$40,000 contingency.

Funding is available in Account 311.48311.780.456.

Bids were received from the following companies:

DIXIELAND	\$499,455.25
ENSCOR	\$461,750.00
NICKSON	\$641,992.00

A copy of the bid document and bid results are below.

FY2020-11-040
CONCRETE REPLACEMENT PROJECT
DUE: DECEMBER 12, 2019

DIXIELAND**ENSCOR****NICK**

Item	Qty	Unit	Cost	Total Price	Cost	Total Price	Unit Cost
6-30 Curb and Gutter (SCS-1)	5,700	LF	39.38	224,466.00	40.00	228,000.00	50.75
Drive Gutter	150	LF	42.00	6,300.00	43.00	6,450.00	57.07
10' New Construction Ramp with Coping (SCS-3)	1	EACH	3,990.00	3,990.00	2,500.00	2,500.00	3,660.00
10' New Construction Ramp (SCS-4)	36	EACH	3,675.00	132,300.00	3,500.00	126,000.00	3,660.00
10' Retrofit Ramp with coping (SCS-6)	1	EACH	3,990.00	3,990.00	4,500.00	4,500.00	3,660.00
T-Intersection Parallel Handicap Ramp (SCS-7)	30	EACH	2,625.00	78,750.00	2,000.00	60,000.00	3,660.00
Coping Wall (SCS-3, SCS-6)	90	LF	52.50	4,725.00	35.00	3,150.00	41.11
Detectable Warning Surface Mat (all ramp details)	68	EACH	294.00	19,992.00	200.00	13,600.00	516.00
Driveway (SCS-2)	7.5	SF	52.50	393.75	20.00	150.00	253.33
Remove and Replace Sidewalk (SCS-8)	175	LF	42.00	7,350.00	38.00	6,650.00	77.71
Saw-Cutting (4" thick)	550	LF	6.30	3,465.00	4.50	2,475.00	11.42
Saw-Cutting (6" or 8" thick)	35	LF	8.40	294.00	5.00	175.00	58.40
Water Table (SCS-9)	25	SF	52.50	1,312.50	25.00	625.00	90.40
Sod	100	SY	11.02	1,102.00	6.00	600.00	130.00
Fill Sand	5	TON	78.75	393.75	25.00	125.00	240.00
Extra Demo	675	SF	15.75	10,631.25	10.00	6,750.00	24.00
TOTAL				499,455.25		461,750.00	

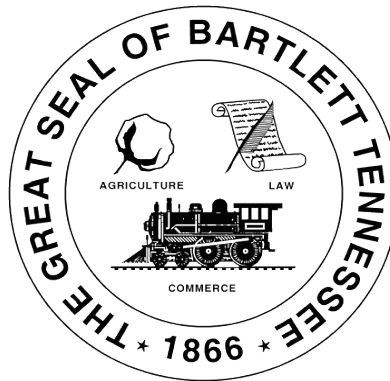
SON

Total Price
289,280.00
8,560.00
3,660.00
131,760.00
3,660.00
109,800.00
3,700.00
35,088.00
1,900.00
13,600.00
6,280.00
2,044.00
2,260.00
13,000.00
1,200.00
16,200.00
641,992.00

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

SB # FY2020-11-040

DUE: Thursday, December 12, 2019 no later than 2:00 p.m. (CST)

CONCRETE REPLACEMENT PROJECT SPRING 2020

The City of Bartlett is seeking bids to replace concrete infrastructure in three areas of Bartlett. This project is in accordance to the following bid specifications.

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

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CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on Thursday, December 12, 2019. All bid packets with an original, clearly identified, and two copies, must be labeled “**FY2020-11-040 CONCRETE REPLACEMENT PROJECT SPRING 2020**” and addressed to:

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

Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Please fill out the Document Received Form, and **email** it to Debbie Cairncross at dcairncross@cityofbartlett.org. This document should be received no later than 48 hours prior to bid due date in order to receive any addenda notices or updated information.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to Erin Campbell, P. E. at ecampbell@cityofbartlett.org. Deadline for these questions is no later than 5:00 p.m. CST on Friday, December 6, 2019. For general bid information, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Please quote prices on Bid Pricing sheets BPS 1-3

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Purpose of this Project is to install concrete roadway items including curb, gutter, handicap ramps, sidewalk, and water table in three neighborhoods in Bartlett. We are preparing these neighborhoods to be paved in the spring.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are NO alternates to this bid.

4. BIDS

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

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

- e. Each Bidder shall include in his Bid the following information:

Firm: Name
 Address, including City, State and Zip Code
Principals: Names and Titles

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

License: Name of Project – **FY2020-11-040 Concrete Replacement Project, Spring 2020**
 Date of Bid Opening – December 12, 2019
 Name of Contractor/Company
 Tennessee License Number and Classification, if
 Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum
 (Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

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

6. **COLLUSIVE AGREEMENTS**

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

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. DECEMBER 12, 2019** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

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

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

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

GENERAL CONDITIONS:

A. INSURANCE

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

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

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

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

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

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

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

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

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

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **Seventy-five (75) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

The Contractor shall be responsible for construction staking, surveying, and cut sheets in **accordance with the City of Bartlett Construction specifications. The Contractor shall contact the City of Bartlett Engineering Department, Erin Campbell P.E., 901-385-6499, after construction staking is in place and prior to any installation of the proposed water lines.**

F. PERFORMANCE BOND

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

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

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$250.00** per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

H.5 Furthermore:

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

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

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

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

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

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

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

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

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

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

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

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

Signatures on next page

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Suspension and Debarment Certification

(Signature page)

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

Attachment: FY2020-11-040 CONCRETE REPLACEMENT PROJECT SPRING 2020 bid with lists (2751 : Bid for Concrete Replacement Project)

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CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male ____ Female ____

Race: Caucasian ____

African American ____

Hispanic ____

Other (please specify) _____.

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

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CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

7. Provide complaint procedures and attach complaint log form.

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

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

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

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

 Signature of Authorized Official

 Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:

Ted Archdeacon
Director of Personnel,
City of Bartlett; 901-385-6430

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

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SPECIAL CONDITIONS

- All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
- Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 **prior** to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
- The bid price for each work item shall include all equipment, material and labor to complete each item and shall include the removal of the existing item to be replaced, including the removal and reinstallation of sod along the work item. The City of Bartlett will be responsible for the replacement of asphalt that may have to be removed by this work request.
- The Contractor shall be responsible for obtaining any and all permits from the City of Bartlett Code Enforcement office for the proposed work. **Note:** This will be a **NO** cost permit and must be obtained **prior** to start of project.
- The Contractor will be responsible for coordinating the work and inspection with the City of Bartlett Department of Engineering (385-6499), and will be required to install the items according to our Standard Details and Specifications. Details and Specifications are available in this document or in the Engineering Office at 6382 Stage Road, Bartlett, TN 38134.
- All work on this contract is to be performed in the neighborhood bounded by Highway 70 (Summer) to the west, Memphis Arlington to the north, Germantown Road on the east, and Claredale to the south. Specific addresses and quantities for the entire neighborhood can be found on pages SC-6 to SC-11. Total quantities are included below in the item descriptions.

ITEM DESCRIPTIONS

1. Curb and Gutter (see attached detail SCS-1):

The Contractor is to saw-cut, remove and replace all damaged 6" x 30" curb and gutter As requested by the Engineering Department and as marked or painted by the city, and shall match the size and dimensions of the adjoining surfaces. Any disturbed sod shall be replaced with new Bermuda sod unless existing sod is reused and will fully restore the disturbed area. Asphalt repairs between the new curb and old asphalt will be performed by the City. However, the Contractor shall be responsible for keeping this damage to a minimum. Any damage to the asphalt roadway shall be saw-cut by the Contractor so there is a clean edge for asphalt repair by others. Any locations where the existing curb is taller than the standard 6" curb, new 6" curb will be installed and taper at a slope of 1:12 to meet the adjoining curb. All sewer and water lines running beneath the replaced section shall be marked with an engraved 4" high 'S' or 'W' on the face of curb at the appropriate location. Only the curb and gutter located outside of the ramp area will be paid as per linear foot. Any curb and gutter existing or new must be separated from ramp with expansion joint material. Any new curb and gutter constructed beside a street drain inlet must have an expansion joint within five feet of either side of the drain inlet.

Estimated quantity: 5,466 LF. Bid quantity: 5,700 LF.

2. Remove and Replace Sidewalk (SCS-8):

Damaged sidewalk will be saw-cut, removed and replaced as marked. Sidewalk adjoining all 10' new and retrofit handicap ramps to the ERs are included in the price of handicap ramp as shown on the handicap ramp details. If a sidewalk block is partially damaged, the entire block of sidewalk may be replaced rather than cutting and replacing a portion of the damaged block, as directed by the City of Bartlett. Sidewalk inside the driveway apron area will be paid for as driveway apron because this sidewalk is thicker, 6" thick, and more difficult to remove than regular sidewalk. **Estimated quantity: 162 LF, Bid quantity: 175 LF.**

3. Driveway Gutter:

If any address requires new curb and gutter in front of the driveway apron, and the apron is in good condition, the driveway gutter may be replaced by either saw-cutting the gutter below the front edge of the apron lip or by saw-cutting the apron in line with the back of curb and replacing the gutter and lip of the driveway with an expansion joint between the new gutter and the old driveway apron. Any such locations will require a waiver (**RL-1, page 19 of this document**) from the property owner holding the City of Bartlett and the Contractor harmless for replacement of the drive apron or future damage to the remaining driveway apron. The Contractor shall exercise extreme caution to not damage the remaining driveway and if the Contractor determines that any requested location is a poor candidate for this type of repair, Contractor shall make the engineering inspector aware, so the homeowner may be notified. A photo of each driveway gutter location will be taken prior to saw-cutting and any cracks or chips caused by the removal and replacement shall be repaired by the Contractor, at his/her expense according to Code Enforcement standards for caulking cracks and minor repairs. However the Contractor is NOT responsible for replacing the entire apron if cracks or chips occur. All incidentals to complete this work are included in the unit price including saw-cutting, removal, installation, joint material, sod, caulk, etc. This item is paid for by the Linear Foot. If the driveway gutter can be replaced without cutting the driveway (i.e. (1) if the entire drive apron is going to be removed and replaced, (2) or if a joint between gutter and apron already exists, etc.) the drive gutter will be considered curb and gutter and paid for under that item. **Estimated quantity: 119 LF, Bid quantity: 150 LF**

4. Detectable Warning Surface:

Required on all handicap ramps. Detectable surface must match the width of the ramp and extend 2' from the back of the curb into the ramp area. It shall be truncated dome surface, meeting the latest edition of ADA and ANSI requirements. Color shall be brick red or approved equal. Surface shall be surface mounted mat (current approved is UltraTech (UT-0761) from CP Lab Safety) or approved equal. Price for a detectable warning mat is based on a standard 4'x2' mat. **Estimated and bid quantity: 68.**

5. Water Table Repair:

A portion or all of damaged 8" Water Table will be replaced according to Concrete Water Table Detail (SCS-5). Water Table is paid by square foot of concrete replaced, but the bid item includes removal, replacement, and traffic control necessary. Any saw-cutting needed to remove a portion of the water table will be paid for separately as Saw-Cutting (6" to 8").

Estimated quantity: 17 SF, Bid quantity: 25 SF.

6. Handicap Curb Cuts (see attached details SCS-3, SCS-4, SCS-6, and SCS-7):

Contractor is to saw-cut, remove and replace the entire handicap curb cut, as marked or painted by the city, and as described below, and shall match the size and dimensions of the adjoining surfaces. Contractor will be responsible for replacing all curb and gutter in front of the new ramps as part of the payment for the ramp. Curb and Gutter adjacent to a handicap ramp shall be poured monolithically with new handicap ramp with expansion joints at each end of handicap ramp and must have a scored joint in line with the back of the curb across the full width of the handicap ramp so each can be replaced in the future without damaging the other. Additional curb and gutter near the handicap ramps but outside the area in front of the ramp will be paid for as curb and gutter. All Ramps shall have an expansion joint placed between the ramp and adjacent sidewalk. All ramps shall have a detectable warning surface beginning adjacent to the back of the curb and extending 2' into the ramp. The warning surface shall match the width of the ramp. Seven types of Handicap Ramps are included in this bid document. Payment will not be made for any ramp items until the entire ramp, including truncated dome surface is complete.

- The Contractor shall use the sod removed, where possible. If necessary, new sod will be required in any disturbed area. The cost of this sod work, new and/or reusing the existing sod, shall be incidental to other bid items and will not be paid for separately. If the existing sidewalk is less than 5' wide, the new ramp and 5' wide sidewalk will taper into the narrower existing sidewalk. If the existing sidewalk is greater than 5' wide, the new ramp and sidewalk will be as wide as existing. If coping walls are required during the installation of any ramp, it will be paid for separately from the ramp. See ramp details for additional notes:
 - a. 10' New Construction with Coping Handicap Ramp (approx... 165 SF) – New Construction or where the existing sidewalk is NOT adjacent to the curb and gutter. This ramp will extend 10' from the face of the curb to the back of the new coping wall. The adjoining sidewalk shall be removed as shown on the detail SCS-3 and replaced to tie into the back 5' of the ramp, in front of the coping wall. The unit price for this ramp shall include all curb and gutter inside the ramp area as well as all of the sidewalk on each side of the ramp to the ERs and any sod necessary to install the ramp according to this and the 10' Handicap Ramp Detail (SCS-3). **Estimated and bid quantity: 1.**
 - b. 10' New Construction Handicap Ramp (approx... 165 SF) – New Construction or where the existing sidewalk is NOT adjacent to the curb and gutter. This ramp will extend 10' from the face of the curb to the back of the new ramp. The adjoining sidewalk shall be removed as shown on the detail SCS-4 and replaced to tie into the back 5' of the ramp. The unit price for this ramp shall include all curb and gutter inside the ramp area as well as all of the sidewalk on each side of the ramp to the ERs and any sod necessary to install the ramp according to this and the 10' Handicap Ramp Detail (SCS-4). **Estimated and bid quantity: 36.**

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- c. 10' Retrofit with Coping Handicap Ramp (approx. 165 SF) – This ramp will extend 10' from the face of the curb to the back of the new coping wall. The adjoining sidewalk shall be removed as shown on the detail SCS-5 and replaced to tie into the back 5' of the ramp, in front of the new coping wall. If the adjoining sidewalk is located directly behind the curb with no grass strip separation, the sidewalk will curve within the 10' ROW from the flat back area of the ramp to the existing sidewalk. The unit price for this ramp shall include all curb and gutter inside the ramp area as well as all of the sidewalk on each side of the ramp to the ERs and any sod necessary to install the ramp according to this and the 10' Handicap Ramp Detail (SCS-6). **Estimated and bid quantity: 1.**
- d. T-Intersection Parallel Handicap Ramp (approx. 100 SF) – This ramp will be installed at T-intersection, across from a corner handicap ramp. The adjoining sidewalk shall be removed as needed to meet the 1:12 maximum slope required to tie in to the back of the ramp. The unit price for this ramp shall include all curb and gutter inside the ramp area, any sod necessary, and 3 blocks of sidewalk. Additional sidewalk required to meet slope requirements will be paid as sidewalk. See Detail SCS-7 for additional notes. **Estimated and bid quantity: 30.**

7. Driveway (SCS-2):

Part or all of the residential driveway apron will be removed and replaced as marked. Driveway is paid per square foot of concrete. Saw-cutting the driveway to remove a damaged portion, if necessary, will be paid separately. Damaged sidewalk inside the driveway apron area, will be removed and replaced as Driveway square feet. Driveway concrete shall be a minimum of 6" thick for residential driveways. **Estimated and bid quantity: 7.5 SF**

8. Coping Wall:

Coping wall at the back of the handicap ramps may be required. The need for a coping wall will be made on a ramp by ramp basis according to the existing field conditions at each location as designated by the Bartlett Engineering Inspector. Coping wall shall be 6" wide curb and up to 9" tall (as determined by field conditions) at the lowest point, in the area of the handicap ramp, and transition into the grade of the sidewalk. The back of the coping wall shall not be more than 10' behind the face of the curb (be completely inside the 10' ROW) and the face of the coping wall must start at the back of the sidewalk. **Estimated quantity: 75 LF, Bid quantity: 90 LF.**

In some cases sidewalk must narrow to meet this requirement. Coping walls vary in length as needed at each location, but are approximately 17' long (+/-). Coping walls that extend beyond the width of the handicap ramp shall be separated from the ramp border with expansion joint material, just as the adjacent sidewalk. Coping wall will be paid for as a per linear foot item if needed, including the tapered sections. Coping walls are shown on the handicap ramp details as a dotted line, See SCS-2, SCS-3, and SCS-5.

9. Sod:

Sod will be paid per square yard and used only if needed in a location that did not previously contain sod. **Estimated quantity: 73 SY, bid quantity: 100 SY**

10. Fill Sand:

Sand will be used if subgrade conditions require a fill material to bring the location up to the proper grade. Sand will be paid per ton. Tickets are required. **Estimated quantity: 0 TONS, bid quantity: 5 TONS.**

11. Saw-cutting:

This item is for linear feet of saw-cutting the sidewalk, driveway, drive sidewalk, or water table concrete as marked. This item is included separately because some sidewalk, driveway and water table portions to be replaced are small and require multiple cuts to remove the damaged area, making each location somewhat different. Saw-cutting for the removal of asphalt and subsequent asphalt patching may be required in front of new handicap ramps where the finished concrete will not be flush with existing road asphalt pavement. This asphalt cutting will be paid under this item. Any saw-cutting needed to replace other items beside the items discussed here, will be included in the price of that item. The bid price for 4" saw-cutting will be used for replacing portions of 4" thick sidewalk. Any regular saw-cuts on sidewalk joints to remove whole blocks of sidewalk will be included in the price of the sidewalk item and not paid for separately as saw-cutting. The bid price for 6" or 8" saw-cutting will be used for removing portions of water table, driveway apron, or driveway sidewalk. **Estimated quantity for 4" saw-cut: 525 LF, Bid quantity: 550. Estimated quantity for 6-8" saw-cut: 24 LF, Bid quantity: 35 LF.**

12. Extra Demo:

Demolition is included in the price of each concrete item described above as incidental to that unit price. This item is paid for extra concrete demolition above the amount required/expected to install the new item at a specific location. For example if a ramp being installed is smaller than the ramp coming out of a specific location (due to changes in regulations from when the older one was installed) this item will pay for the difference in square foot area between existing and new. In most instances where this item is used, a newer style of ramp is being used and it is smaller than the older ramp being removed. Most of the uses for this item will be 4" thick concrete removal, however extra demo may be needed where thicker driveway concrete will be removed. There is not another item for the thicker extra demolition. It will be paid at the unit price for this item. **Estimated quantity: 650 SF, Bid Quantity: 675 SF.**

13. Demolition:

- a. The Contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the Contractor's responsibility to repair/replace in an acceptable manner.
- b. Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- c. Disposal of all construction debris is the responsibility of the Contractor.
- d. The Contractor shall promptly clean up the debris created from the demolition of the existing sidewalk or curb and gutter. Any dirt placed in the street or grassed areas shall be removed and surface cleaned.

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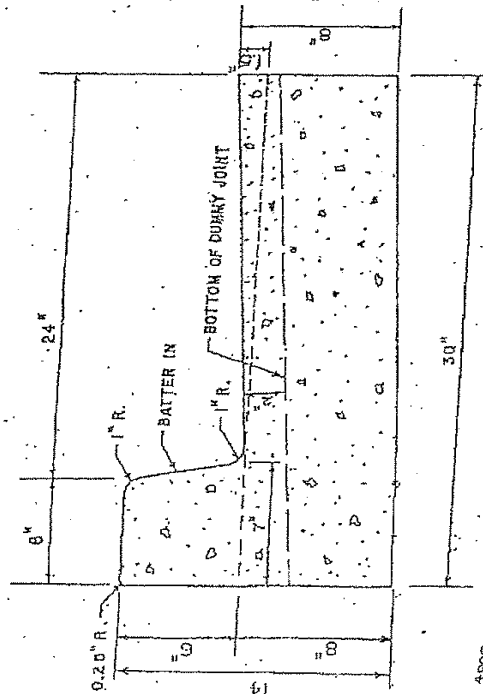
- e. The Contractor shall be responsible for traffic control as per the current MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- f. The Contractor shall be responsible for the protection of any freshly paved concrete and if damaged, shall replace with no additional costs.
- g. At new handicap ramps there must be a flush transition from the ramp entrance gutter to the road asphalt. If a bump exists between the asphalt and gutter, the asphalt must be saw-cut and removed prior to subsequent asphalt patching in front of the ramp opening. Saw-cutting will be paid at the unit price for that item, but removal and haul-off of the asphalt will be the Contractor's responsibility and included in the cost of the handicap ramp. Contractor is required to protect the public from the resulting trip hazard until the City installs asphalt in the void.

14. Areas Included:

Three (3) concentrated areas (neighborhoods) are included on this project. Specific locations of all estimated work are included after the details pages (SCS) as Special Condition Lists (SCL 1-9)

- a. Area 1 (SCL 1 to SCL-2)
- b. Area 2 (SCL 3 to SCL-5)
- c. Area 3 (SCL-6 to SCL-9)

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NOTE: Conc. to be ~~between~~ 400m (800 min) with 10

your math

531.0N

- (Pre-bolt exp. joints material shall be used in all exp. joints.
2. Dummy joints shall be installed at 10ft. intervals, maximum.
 3. Exp. joints shall be installed at 40ft. maximum.
 4. Exp. joints shall be installed at ends of rod/via.
 5. Exp. joints shall be located a minimum of 5ft. from float structures.

NO	DATE	BY	REMARKS
1	5/21/79	EWF	STD. CONST. PRACTICES
2	5-22-85	JMB	REVISED DPT. OF PUBLIC WORKS
3			NEW CONST. STANDARD 4200

[illegible]

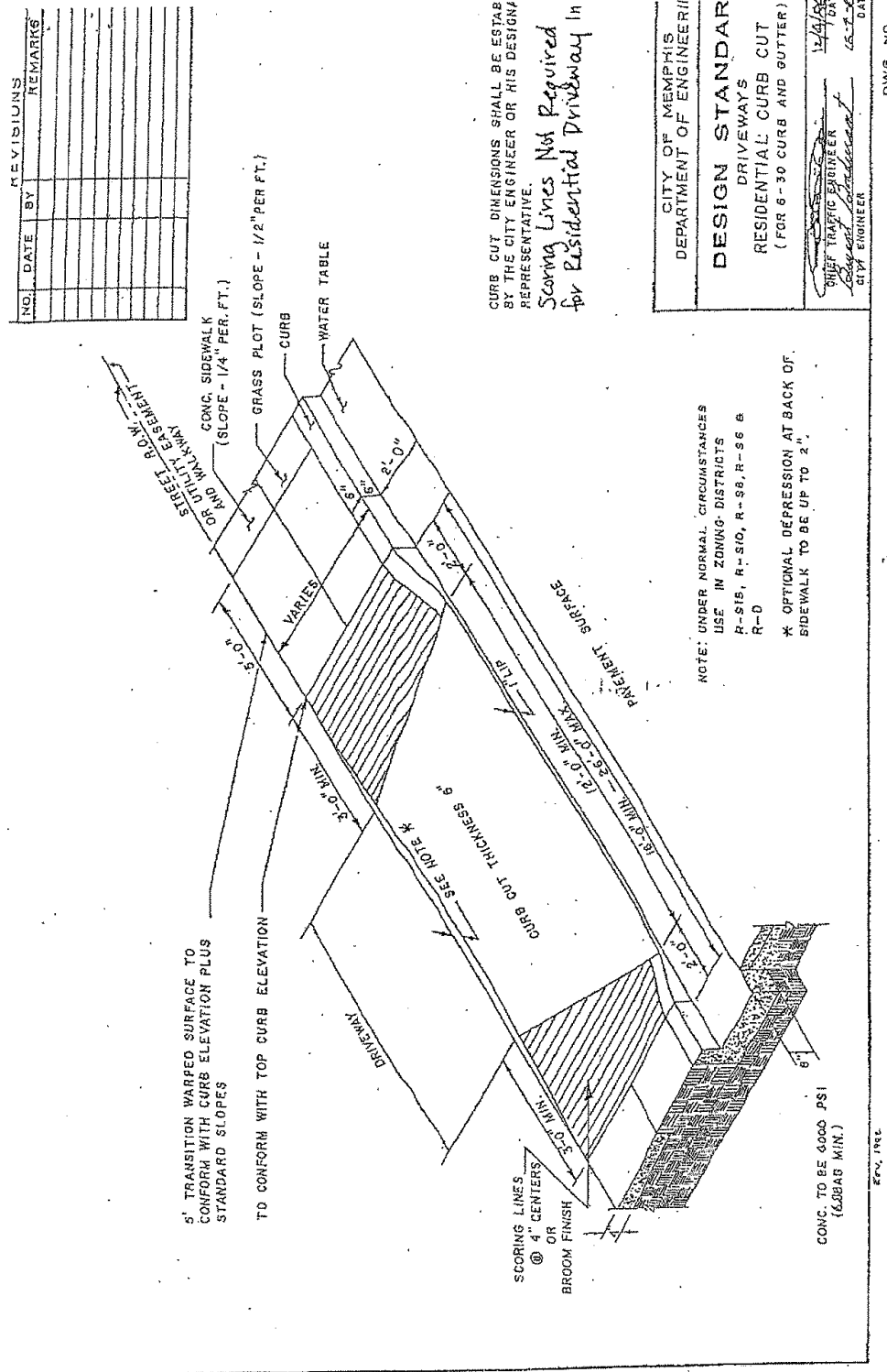
CITY OF MEMPHIS
DEPARTMENT OF ENGINEERING

DESIGN STANDARD
FOR
6-30 CURB & GUTTER

G. H. [Signature]
 DEPT. CITY ENGINEER

DATE 10-31-78
 DWG. NO. 2 OF 4

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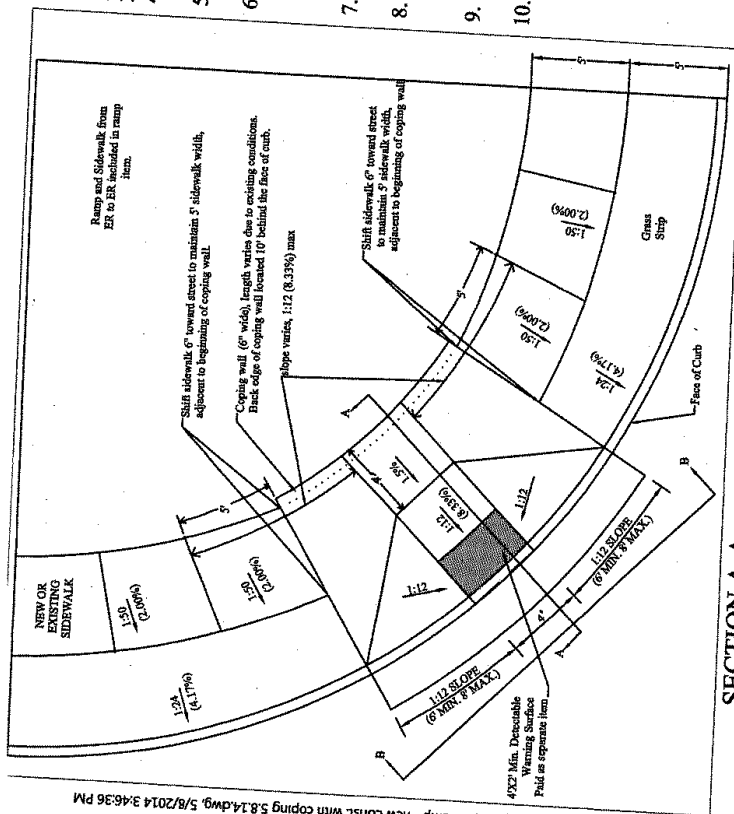


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NOTES

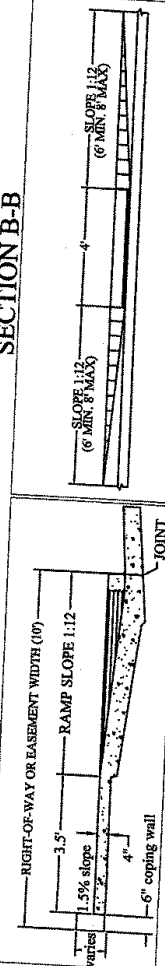
1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fibermesh.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at 1.5% slope to ensure that the final slope does not exceed 2.00%.
7. Through the area of the ramp, the counter slope of the gutter shall be 1:20 maximum and transitioned to match the normal gutter line profile on both sides of the ramp.
8. Surface texture of the detectable warning surface shall be truncated domes conforming to latest edition of ADA and ANSI requirements. Detectable warning surface shall be 4' wide to match the ramp width by 2' deep minimum.
9. Surface color of the detectable warning surface shall contrast with the adjacent walkway flares and walkways. Color of the warning surface shall be brick red or approved equal.
10. A coping wall shall be installed behind the level (1.5%) landing area. Coping wall shall be poured monolithically with the ramp and sidewalk.

1:12 slope = 8.33% MAXIMUM SLOPE
 1:50 slope = 2.00% MAXIMUM SLOPE



SECTION B-B

SECTION A-A

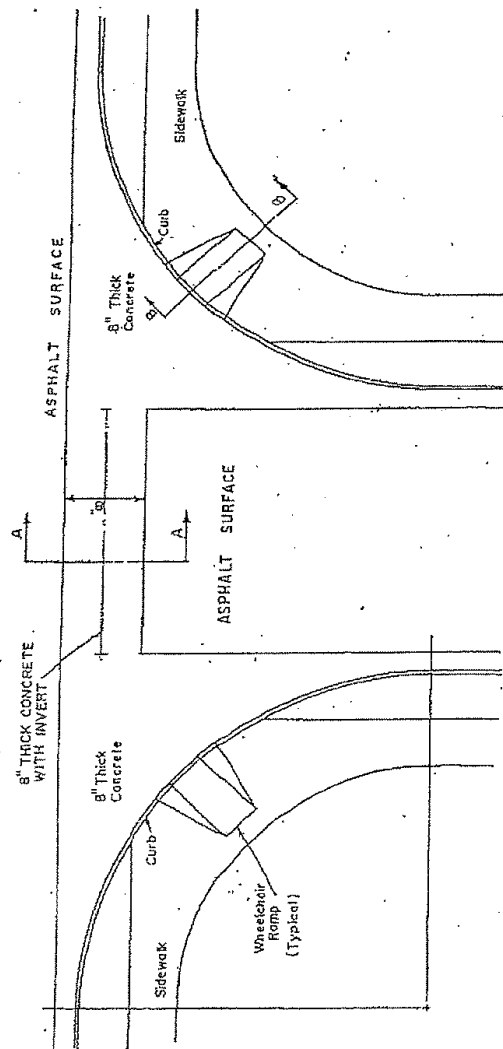


SCS-3

Due Date: December 12, 2019

[illegible]

CONCRETE REPLACEMENT PROJECT
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Sealed Bid #: FY2020-11-040
Due Date: December 12, 2019

[illegible]

CONCRETE TO BE 4000 P:
(8 BAG MIN.) LIMESTONE



SECTION B-B



SECTION A-A

CITY OF MEMPHIS
DEPARTMENT OF ENGINEERING

DESIGN STANDARD
FOR
CONCRETE WATER TANKS

DATE 8/5/00

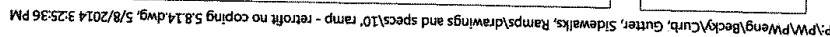
DATE

PRINCIPAL CIVIL ENGINEER

DEPUTY DIRECTOR/CIVIL ENGINEER

Sealed Bid #: FY2020-11-040
Due Date: December 12, 2019

1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fiberglass.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at 1.5% slope to ensure that the final slope does not exceed 2.00%.
7. Through the area of the ramp, the counter slope of the gutter shall be 1:20 maximum and transitioned to match the normal gutter line profile on both sides of the ramp.
8. Surface texture of the detectable warning surface shall be truncated domes conforming to latest edition of ADA and ANSI requirements. Detectable warning surface shall be 4' wide to match the ramp width by 2' deep minimum.
9. Surface color of the detectable warning surface shall contrast with the adjacent walkway flares and walkways. Color of the warning surface shall be brick red or approved equal.



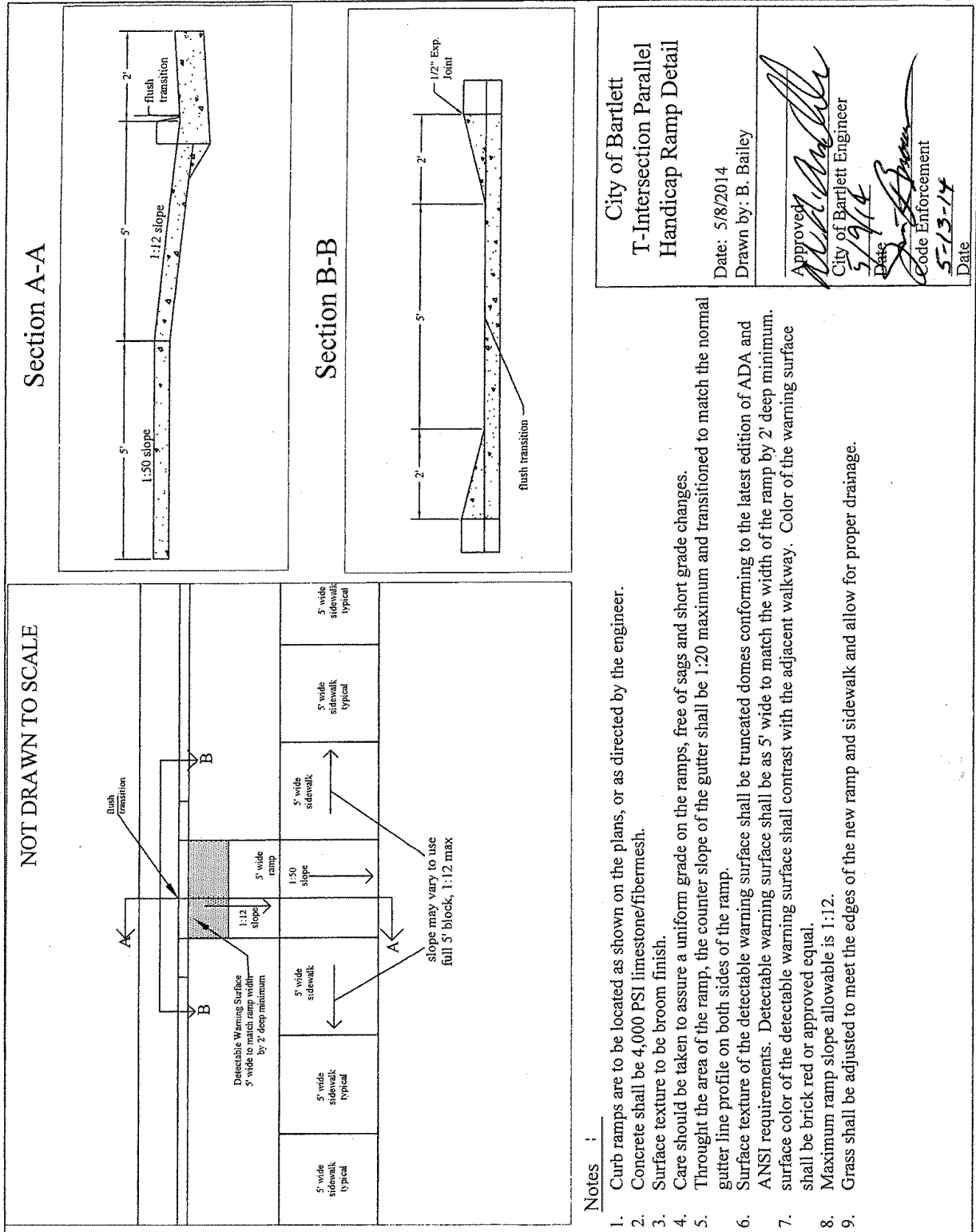
SECTION B-B

[illegible]

City of Bartlett 10' Retrofit Handicap Ramp Detail Date: 5/8/14 Drawn by: B. Bailey	 Approved City of Bartlett Engineer  Date: 5/8/14  Code Enforcement 5-13-14
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1:12 slope = 8.33%
1:50 slope = 2.00%

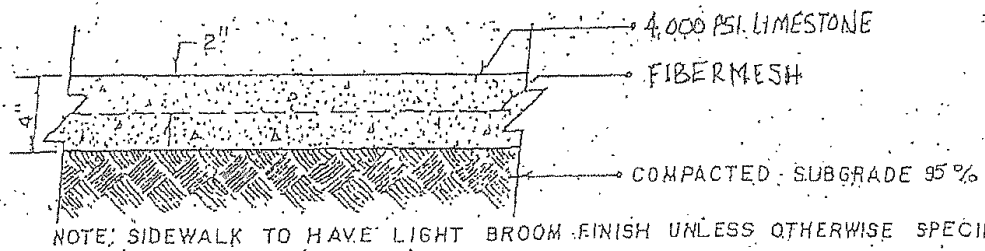
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P:\PWP\Weng\Becky\Curb, Gutter, Sidewalks, Ramps\Drawings and specs\T-Int parallel ramp 5.8.14.dwg, 5/8/2014 3:56:45 PM

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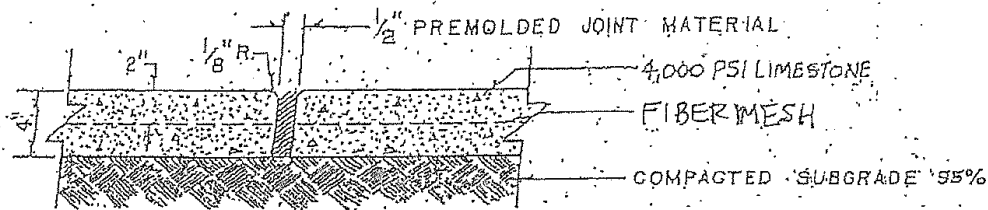
SIDEWALK DETAILS



CONCRETE SIDEWALK



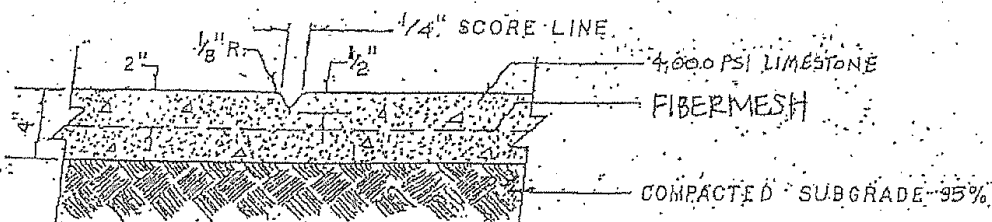
NOT TO SCALE



SIDEWALK EXPANSION JOINT



NOT TO SCALE



SIDEWALK SCORE JOINT



NOT TO SCALE

Area 1 Addresses	C/G LF	drive gutter LF	T ramp EA	coping wall LF	detect. warning mat EA	drive apron, (res) SF	R. And R. S/W LF	4" saw-cut LF	6", 8" saw-cut LF	water table SF	sod SY	extra ramp demo SF
N/W 3493 Tiffany Oaks Ln/Andrews	27.25	1.25	1		1		10.75	10			1.25	11.25
N/E 3494 Tiffany Oaks Ln/Andrews	95.75		1		1		3.25				1.14	10.13
3493/3501 Tiffany Oaks Ln.	54.25											
S/W 3501 Tiffany Oaks Ln/Nicole Cv			1	12	1		4	10			1.13	10.13
3510 Tiffany Oaks Ln	9											
N/W 3521 Tiffany Oaks Ln/Nicole Cv	17.25		1		1		2.5	10			1.5	13.5
6836 Nicole Cv	7.25											
6831 Nicole Cv	8.75	1.3										
S/E 3520 Tiffany Oaks Ln/Tiffany Oaks Cv			1		1		5.25	15			0.63	5.63
N/E 6846 Tiffany Oaks Cv/Tiffany Oaks Ln	32		1		1		5.85	10			0.75	6.75
6858 Tiffany Oaks Cv	19.75	2.5										
6865 Tiffany Oaks Cv	12											
N/W 3557 Yvonne Cv/Tiffany Oaks Cv	18.25		1		1		1.5	10			1.17	10.53
N/E 3560 Yvonne Cv/Tiffany Oaks Cv	11.75		1	12	1			20			0.63	5.63
6895 Tiffany Oaks Cv	10.5											
6896 Tiffany Oaks Cv	6											
6921 Tiffany Oaks Cv	6.5											
6925 Tiffany Oaks Cv	4											
3565 Yvonne Cv	8.75											
3566 Yvonne Cv	25.25											
S/W 6841 Jody Cv/Tiffany Oaks Ln	31.75		1		1		3.25	10			1.17	10.53
6831 Jody Cv	15.5											
N/W 3543 Tiffany Oaks Ln/Jody Cv	34.75		1		1		0.75				1.13	10.13
3540 Tiffany Oaks Ln	7											
3548 Tiffany Oaks Ln	16											
3556 Tiffany Oaks Ln	10.75											
3566 Tiffany Oaks Ln	10.75											
3574/3566 Tiffany Oaks Ln	7.25											
3581 Tiffany Oaks Ln	10											
S/E 3584 Tiffany Oaks Ln/Dovefield	29.5		1		1		12	10			1.25	11.25
N/E 6852 Dovefield/Tiffany Oaks Ln	13		1		1		2.25	10			1.3	11.7
3614 Tiffany Oaks Ln	4											
3613 Tiffany Oaks Cv	9											
6877 Dovefield	11											
6885 Dovefield	4.5											
6893 Dovefield	4.75											
6894 Dovefield	31.75											
6902/6912 Dovefield	20.25											
6912 Dovefield	10.5											
6919 Dovefield	6.75											

6920 Dovefield	9.75											
6927 Dovefield	4											
6936 Dovefield	4.25											
6944 Dovefield	8.75											
/W 3589 Kelly Nicole Cv/Dovefield	28.5		1		1		4.35		13.25	16.31	1.5	13.5
S/E 6955 Dovefield/Kelly Nicole Cv			1		1		2.25		10		1.38	12.38
3580 Kelly Nicole Cv	9											
3570 Kelly Nicole Cv	97.25											
3571 Kelly Nicole Cv	25	1.5										
3563 Kelly Nicole Cv	12.5	3.75										
3560 Kelly Nicole Cv	3.75	2.5										
3564 Kelly Nicole Cv	4.75	3.5										
6960 Dovefield	3.5											
6966 Dovefield	3.5											
S/W 6965 Dovefield/Trey Hobbs Cv	28.5		1		1		9.35	10			1.6	14.4
3570 Trey Hobbs Cv	4.75											
S/E 6985 Dovefield/Trey Hobbs Cv	11.75		1		1		4.5	10			1.63	14.63
6980 Dovefield	5.5											
S/W 3591 Foxfield Trail/Dovefield	49.5		1		1		5	10			0.88	7.88
N/W 3607 Foxfield Trail/Dovefield	16.75		1	12	1		10	10			1.21	10.89
East 3602 Foxfield Trail/Dovefield	22		1		1		1	10			0.92	8.24
3602/3598 Foxfield Trail	24.5											
S/E 3612 Foxfield Trail/Foxfield Cv.	25.75		1		1		9	10			1.01	9.07
N/E 3626 Foxfield Trail/ Foxfield Cv.	9.25		1		1		1	10			1.5	13.5
3625 Foxfield Trail	4.75											
7000 Foxfield Cv.	4											
7008 Foxfield Cv.	3	1				1						
7013 Foxfield Cv.	20.5	16										
7016 Foxfield Cv.	5.5											
7021 Foxfield Cv.	19											
7024 Foxfield Cv.	22.25											
7029 Foxfield Cv.	9.25	4										
7035 Foxfield Cv.	9											
7036 Foxfield Cv	5.75											
3590 Foxfield Trail	11.25											
3582 Foxfield Trail	10.5											
3581 Foxfield Trail	8.25											
3574 Foxfield Trail	5.25											
3566 Foxfield Trail	15.75											
3549 Foxfield Trail	7.5											
3550 Foxfield Trail	10											
N/W 3539 Foxfield Trail/Andrews			1	12	1		8.75	10			1.25	11.25
N/E 7016 Andrews/Foxfield Trail	24		1		1		3	10			1.71	15.39
TOTAL QUANTITIES	1271.25	37.3	23	48	23	1	109.55	205	23.25	16.31	27.64	248.29

Area 2 Addresses	C/G	drive gutter	10' ramp (new)	10' retrofit ramp w/ coping	coping wall	detect. warning mat	drive apron, (res)	4" saw- cut	sod	extra ramp demo
	LF	LF	EA	EA	LF	EA	SF	LF	SY	SF
N/E Fairway Oaks/Elmore Rd.	22		1			1		10		
N/W 2399 Fairway Oaks Dr./Elmore Rd.	35.25		1			1		10		
2409 Fairway Oaks Dr.	20.75	1								
2414 Farway Oaks Dr.	9.25									
2417 Fairway oaks Dr.	13.75									
2422 Fairway Oaks Dr.	47.25									
2432 Fairway Oaks Dr.	27.5	17								
2433 Fairway Oaks Dr.	33.75									
2440 Fairway Oaks Dr.	4.5									
2441 Fairway Oaks Dr.	4	16								
2451 Fairway Oaks Dr.	5									
2458 Fairway Oaks Dr.	24.75									
2468 Fairway Oaks Dr.	10.75									
2469 Fairway oaks Dr.	21.75									
2477 Fairway Oaks Dr.	10.25	1					1			
2476 Fairway Oaks Dr.	27.75	8.75								
S/W 2487 Fairway Oaks Dr./Diplomat Place	72.75		1			1		10		
5836 Fairway Oaks Dr.	28.5									
S/E 2486 Fairway Oaks Dr./ Diplomat Place	22.75		1			1		10		
5856/5864 Diplomat Place	13.5									
5864 Diplomat Place	4.5									
S/W 5877 Diplomat Place/Pinnacle Point Cv.	20.75		1			1		10		
S/E 2486 Pinnacle Point Cv./Diplomat Place	11.75		1			1		10		
2477 Pinnacle Point Cv.	21.75									
2476 Pinnacle Point Cv.	28.5									
2466 Pinnacle Point Cv.	6.5									
2469 Pinnacle Point Cv.	18.75									
Across from 2458 Pinnacle Point Cv.	25.75									

2458 Pinnacle Point Cv.	11.5									
2451 Pinnacle Point Cv.	13.5									
2441 Pinnacle Point Cv.	17.75									
2437 Pinnacle Point Cv.	8.25	9								
2440 Pinnacle Point Cv.	8.5									
2448/2440 Pinnacle Point Cv.	5.75									
2448 Pinnacle Point Cv.	6.75									
5892/5902 Diplomat Place	9.25									
5905 Diplomat Place	10.5									
5915 Diplomat Place	14.75									
5928/5938 Diplomat Place	12.5									
5935 Diplomat Place	23									
5961 Diplomat Place	9									
5974 Diplomat Place	8									
5977 Diplomat Place	4.5									
5980 Diplomat Place	15.5									
5981 Diplomat Place	10									
5985 Diplomat Place	83									
5992 Diplomat Place	8.5	3.5								
5996 Diplomat Place	6									
6000 Diplomat Place	12.5									
N/E 6004 Diplomat Place/Barrentine Dr.	14		1			1		10		
N/W 6024 Barrentine Dr./Kenwood Ln.	25.25		1			1				
S/W 6025 Barrentine Dr./Kenwood Ln.	51		1			1				
N/W 5996 Barrentine Dr./Diplomat Place	33.75		1			1		10		
5997 Barrentine Dr.	13.75	1.25								
5978 Barrentine Dr.	10.25									
5960 Barrentine Dr.	5.5									
5952 Barrentine Dr.	17									
5961/5953 Barrentine Dr.	7.75									
5942 Barrentine Dr.	13.5									
5943 Barrentine Dr.	27									

5924 Barrentine Dr.	4.5									
5918 Barrentine Dr.	11.25	5.25								
2454 Lacosta/Barrentine	17.5								3	29.17
2465 Lacosta	12									
2457/2465 Lacosta	22.5									
2429 Lacosta	5.75									
2426 Lacosta	10.75									
2417 Lacosta	9.5									
2408 Lacosta	9.5									
2407 Lacosta	8.5									
N/W 2395 Lacosta/Elmore Rd.	29.75		1			1		10		
N/E 5924 Elmore Rd./Lacosta	26.75			1	15	1		10		
TOTAL QUANTITIES	1280	62.75	11	1	15	12	1	100	3	29.17

Area 3 Addresses	C/G	drive gutter	10' ramp (new) w/ coping	10' ramp (new)	T ramp	coping wall	detect. warning mat	drive apron, (res)	R. And R. S/W	4" saw-cut	sod	extra ramp demo
	LF	LF	EA	EA	EA	LF	EA	SF	LF	LF	SY	SF
S/E 4649 N, Germantown Rd./ Hunters Meadow Ln.	32			1			1			10	2	18
N/E 8108 Hunters Meadow Ln/N. Germantown Rd	27.75											
8128 Hunters Meadow Ln	29											
South side near creek	3.75											
North side near creek	29.5											
8135 Hunters Meadow Ln	45.75											
8155 Hunters Meadow Ln	8											
8165 Hunters Meadow Ln	5.25											
8168 Hunters Meadow Ln	4.5											
Across from 8198 Hunters Meadow Ln	6.5											
8198 Hunters Meadow Ln	17.5											
8205 Hunters Meadow Ln	9.25											
8208 Hunters Meadow Ln	7.25											
8215 Hunters Meadow Ln	15.25											
8218 Hunters Meadow Ln	4.75											
8228 Hunters Meadow Ln	7.75											
8235 Hunters Meadow Ln	10											
8245 Hunters Meadow Ln	6.75											
8248 Hunters Meadow Ln	4.5											
8255 Hunters Meadow Ln	5.5											
8265 Hunters Meadow Ln	11.25											
8268 Hunters Meadow Ln	27.25											
8278 Hunters Meadow Ln	4											
8285 Hunters Meadow Ln	28.75											
8275 Hunters Meadow Ln	15											
8278 Hunters Meadow Ln		1.75						1.75				
8288 Hunters Meadow Ln	18.75											
8295 Hunters Meadow Ln	4.5											
8298 Hunters Meadow Ln	22.25	2.5						3.75				
8305 Hunters Meadow Ln	15.75											
8308 Hunters Meadow Ln	25.5											
8311 Hunters Meadow Ln	9.5											
8321 Hunters Meadow Ln	7.5											
8341 Hunters Meadow Ln	35.5											
South 8351 Hunters Meadow Ln/Hunters Glade Ln	9.25				1		1		5	10	4.7	42.3
N/W 4671 Hunters Glade Ln/Hunters Meadow Ln	15				1		1		12	10	4.63	41.63
East 4664 Hunters Glade Ln/Hunters Meadow Ln	14.25				1		1		10.5	10	4.63	41.63

4676 Hunters Glade Ln	16.75											
4676/4686 Hunters Glade Ln	4.5											
4686 Hunters Glade Ln	20											
4681 Hunters Glade Ln	16											
4691 Hunters Glade Ln	3.75											
4694 Hunters Glade Ln	24.5											
4704 Hunters Glade Ln	5	0.75										
W 4701 Hunters Glade Ln/Rebecca Woods	16.5			1			1			20	1.34	12.02
4712 Hunters Glade Ln	4											
4712/4722 Hunters Glade Ln	10.75											
4722 Hunters Glade Ln	4.75											
N/W 4723 Hunters Glade Ln/Rebecca Woods	51.25			1			1		3	20	1.42	12.74
8333 Rebecca Woods Dr	33.25											
8313 Rebecca Woods Dr	5.25											
8310 Rebecca Woods Dr	17.5											
8303 Rebecca Woods Dr	4											
8290 Rebecca Woods Dr	4											
8280 Rebecca Woods Dr	5											
8270 Rebecca Woods Dr	9.25											
8267 Rebecca Woods Dr	17.25											
8260 Rebecca Woods Dr	4											
8250 Rebecca Woods Dr	17.5											
8230 Rebecca Woods Dr	15.25											
8241 Rebecca Woods Dr	6.25											
8231 Rebecca Woods Dr	30.25											
8210 Rebecca Woods Dr	13.75											
8203 Rebecca Woods Dr	13.25											
N/E 4724 Onita Dr/Rebecca Woods Dr	71			1			1					
S/E 8191 Rebecca Woods Dr/Onita Dr	19.75			1			1					
N/W 8170 Rebecca Woods Dr/Onita Dr	34.25			1			1					
S/W 8171 Rebecca Woods Dr/Onita Dr	12.5			1			1			10		
8171/8161 Rebecca Woods Dr	10.5											
8160 Rebecca Woods Dr	25.25											
8150 Rebecca Woods Dr	14.75											
8140 Rebecca Woods Dr	22											
8140/8130 Rebecca Woods Dr	16.75											
8130 Rebecca Woods Dr	17											
8141 Rebecca Woods Dr	4.5											
8131 Rebecca Woods Dr	32.75											
8124 Rebecca Woods Dr	17.25											
N/E 8114 Rebecca Woods Dr/N. Germantown	4			1			1			10	1.88	16.88
S/E 8109 Rebecca Woods Dr/N. Germantown	39			1			1					
S/W 4741 Onita Dr/Thorne Dr	12.5			1			1			10		
S/E 8189 Thorne Dr/Onita Dr	21.75			1			1			10		
N/W 4761 Onita Dr/Thorne Dr	13			1			1					
N/E 4760 Onita Dr/Thorne Dr	9			1			1					

8199 Thorne Dr	31.25											
South 8207 Thorne Dr/Bailey Dr	25				1		1		6.75	10	3.5	31.5
N/W 8204 Thorne Dr/Bailey Dr	33.25			1			1					
8217 Thorne Dr	10.75											
N/E 8222 Thorne Dr/Bailey Dr	28.75			1			1					
8227 Thorne Dr	33											
8227/8237 Thorne Dr	20.25											
8237 Thorne Dr	21.5											
N/W 8238 Thorne Dr/Snickers Dr	31.75			1			1					
South 8249 Thorne Dr/Snickers Dr	37.75				1		1		0.75		3.75	33.75
N/E 4758 Snickers Dr/Thorne Dr	11.25			1			1			10		
8257 Thorne Dr	19.5											
South 8273 Thorne Dr/Thorne Hollow Cv	13.5				1		1		0.5		7	63
N/W 8278 Thorne Dr/Thorne Hollow Cv	2.25			1			1			10		
N/E 8296 Thorne Dr/Thorne Hollow Cv	23.75			1			1			10	1.5	13.5
8287 Thorne Hollow Cv	30.75											
8305 Thorne Hollow Cv	5											
8308 Thorne Hollow Cv	4.5											
8298 Thorne Hollow Cv	20.75											
West 8300 Thorne Dr/Ross Hollow Ln	14.75			1			1			10	0.38	3.38
N/E 4896 White Oaks Ln/Ross Hollow Ln	9			1			1			10	1.5	13.5
South 4897 White Oaks Ln/Ross Hollow Ln	15				1		1		13	10	2.3	20.6
4876 White Oaks Ln	4.5											
4886 White Oaks Ln	15.5											
4877 White Oaks Ln	4											
S/E 8291 Callie Manor Dr/Ross Hollow Ln	3			1			1			10		
N/E 8290 Callie Manor Dr/Ross Hollow Ln	31.25			1			1			10	0.88	7.88
8301 Callie Manor Dr	9.75											
8309 Callie Manor Dr	11.75											
8308 Callie Manor Dr	32.5											
8300 Callie Manor Dr	14											
4855 Ross Hollow Ln	41.5	13.25										
4768 Snickers Dr	31.5											
4767 Snickers Dr	9											
Across from 4779 Snickers Dr	28											
4779 Snickers Dr	4.25											
4788 Snickers Dr	10.5											
4789 Snickers Dr	7.5											
4779 Snickers Dr	17.75											
4798 Snickers Dr	31											
4808 Snickers Dr	19											
4809 Snickers Dr	6.25											
4819 Snickers Dr	4.25											
4818 Snickers Dr	14											
4829 Snickers Dr	15.75											
4828 Snickers Dr	13											

4848 Snickers Dr	26.25											
4858 Snickers Dr	9.5											
4859 Snickers Dr	32.25											
4868 Snickers Dr	35.75											
4883 Snickers Dr	33.5											
4902/4892 Snickers Dr	75											
4918 Snickers Dr	25.5											
N/E 4928 Snickers Dr/Bailey Dr	32.25			1			1			10		
N/W 4887 Onita Dr/Bailey Dr	38			1			1					
S/W 4886 Onita Dr/Bailey Dr	17		1			12	1					
4847 Bailey Dr	35.75											
4858 Bailey Dr	4.5											
4848 Bailey Dr	10.75											
4838 Bailey Dr	18											
4828 Bailey Dr	10											
4825 Bailey dr	40.25											
4818 Bailey Dr	6.75											
4815 Bailey Dr	19											
4783 Bailey Dr	20											
4789 Bailey Dr	7.75											
4788 Bailey Dr	24.5											
4779 Bailey Dr	11.5											
4778 Bailey Dr	26.75											
4769 Bailey Dr	26											
4768 Bailey Dr	9.5											
4771 Onita Dr	25.5											
4783 Onita Dr	23.5											
4780 Onita Dr	4.25											
4783/4793 Onita Dr	7.5											
4793 Onita Dr	12											
4792 Onita Dr	5											
4803 Onita Dr	19.25											
4800/4792 Onita Dr	6.25											
4800 Onita Dr.	8.25											
4812 Onita Dr	9											
4815 Onita Dr	6											
4825 Onita Dr	8.25											
4822 Onita Dr	4.25											
4832 Onita Dr	4											
Across from 4842 Onita Dr	5.25											
4842 Onita Dr	13.75											
4847 Onita Dr	18.25											
TOTAL QUANTITIES	2914.5	18.25	1	25	7	12	33	5.5	51.5	220	41.41	372.31

TECHNICAL SPECIFICATIONS

SIDEWALKS, CURBS, GUTTERS, AND WHEELCHAIR RAMPS, AND OTHER

1. GENERAL

- a. Construct sidewalks, curbs, gutters, handicap ramps, and water table to the cross sections elevations, lines, grades, and other details as indicated on the drawings. Construction requirement not shown on the drawings shall be as specified hereinafter.

2. CONCRETE

- a. All concrete shall be 4,000 psi Limestone, 5% Air Entrained, ready mixed type conforming to ASTM Specification C94; composed of Portland cement and sand all conforming to applicable ASTM Specifications mixed with clean water, free of oil, acid, alkali, inorganic matter; and supplied by an approved ready mix plant. The design mix shall be the ready mix plant's standard for the specified strength, as established and tested by approved laboratory, in accordance with applicable ASTM standard specifications, and shall include fiber mesh.
- b. Prior to beginning construction and before using the proposed concrete on the job, submit to the City for approval a copy of laboratory test reports of the proposed concrete mix and materials.

3. FORMS

- a. Forms shall be steel or 2" thick lumber, true to proper dimensions, smooth, free from warp, sufficiently braced to resist springing out of shape, and accurately set to proper lines and grades. Remove mortar and dirt from previously used forms, and thoroughly treat them with oil before reusing them. Cross forms shall be 1/4" thick steel, of the full width and depth of the concrete work; leave these in place until the wearing surface has been floated and has attained its initial set.
- b. Set sidewalk forms to provide 1/4" per foot sidewalk fall with 1/2" per foot fall in grass toward the curbs, for proper drainage.

4. JOINT FILLER

- a. Joint filler for all expansion joints shall be an approved suitable elastic waterproof pre-molded compound which will become soft and push out in hot weather, nor become hard and brittle and chip out in cold weather.
- b. Sidewalks: Filler shall be at least 1/2" but not more than 1" thick, at least as wide as the slab thickness, and length equal to that of the expansion joint involved.
- c. Curbs, Gutters, and Handicap Ramps: Filler shall be not more than 3/8" thick, and shall expand the full depth of the concrete work involved.

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5. SUBGRADE

- a. Prepare sub-grade by excavating or filling to proper depth to set finished tops of concrete work at the elevations indicated on the drawings. Provide gravel base where indicated on the drawings.
- b. Remove vegetation and material that will not compact properly and replace it with suitable fill material. Do all filling required to bring the sub-grade up to proper elevation, in 4" maximum thickness layers, and thoroughly ramp, tamp or roll each layer until the fill is compact and firm. In all case bring the sub-grade or base to proper grade in a uniformly firm condition before placing concrete. Do not place any concrete until the City has inspected and approved the sub-grade or base.

6. SIDEWALK MARKINGS

- a. Cut surface of concrete walks into flags by marking with an edging tool having a 1/4" radius. Flags shall not be longer than 6 feet on any side, and not longer than the sidewalk width. Round all surface edges and cross marking between slabs to a 1/4" radius.

7. CURB AND GUTTER CONSTRUCTION

- a. Finish the edges as indicated on the drawings. Block out the area to be replaced in 20- foot maximum length sections, and install each section in one continuous operation so that the curb and gutter will be monolithic. Place only on approved sub-grade or base.

8. HANDICAP RAMPS

- a. Contractor shall install handicap ramps at crosswalks. All such ramps shall be constructed in accordance with the design specifications of the Tennessee Department of Transportation and Bureau of Highways. See detail at the end of this Section.

9. EXPANSION JOINTS

- a. Sidewalks: Provide expansion joints with filler as specified herein before, at the following locations:
 - On 25 foot maximum centers.
 - In a square outline around each object in sidewalks, such as fire hydrants, utility poles, lighting standards, etc.
 - At other locations indicated.
- b. Curbs and Gutters: Provide expansion joints with filler as specified herein before, on 20 foot maximum centers, and at other locations indicated. Score joints on 10' centers.

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10. PLACING CONCRETE

- a. Place concrete only on a moist upgrade or base course, and not adjacent to or around utility structures, etc. until such structures have been set to the proper grade. Do not deposit any concrete until the sub-grades and forms have been inspected and approved by the City.
- b. Transport concrete from the mixer and place it by methods that will prevent segregation of materials and loss of ingredients. Deposit each successive batch in one layer by a continuous operation. Do not under any circumstances place any concrete that has taken its initial set.
- c. Space and/or vibrate the concrete so that it will flow together and completely fill all void spaces without honey combing, especially along forms and cross joints. Strike off and tamp the concrete until mortar is flushed freely to the surface and a dense surface is obtained, free from porous and rough spots, and at the required section and grade.
- d. The method of placing the various sections shall produce a straight clean-cut joint between them, and make each section between expansion joints an independent unit. No concrete in excess of that needed to complete a section at the stopping of work shall be used.

11. FINISHING

- a. After the concrete has been brought to required grade with a strike board and sufficiently tamped to bring the mortar to the surface, finish it as specified below.
- b. Sidewalks: Float concrete to a true even surface, and finish it with a steel trowel finish. After it has taken its initial set, brush the surface lightly with a soft bristle brush, at right angles with the street centerline.
- c. Curbs and Gutters, water tables: Finish surface with trowel and float to an approximately true plane.
- d. Handicap Ramps: Scored lines shall be spaced at 6" centers parallel to the ramp on the side slopes and broomed transverse to the slope.
- e. Do not apply heat cement to any concrete surface to hasten its hardening.

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12. CURING AND PROTECTION

- a. As soon as the finished concrete work has hardened sufficiently to prevent damage thereto, keep the surface damp for at least three (3) days. Cover the surfaces with approved curing compound, burlap, straw, earth, sand or other approved materials. Apply water as required to keep forms and covering materials saturated continuously throughout the curing period. Sprinkling the surfaces with water without covering will not be acceptable.
- b. Protect the freshly finished concrete from hot sun and drying winds until it can be sprinkled and covered as above specified. The concrete surface shall not be damaged or pitted by raindrops; provide all necessary protective covers in case of rain before the concrete has hardened sufficiently. Protect all concrete from traffic for at least three (3) days after its completion.
- c. Cold Weather Protection: Air temperature shall be 40 and rising before any concrete is placed. Whenever the air temperature may be expected to reach the freezing point, spread straw or other blanketing material to sufficient depth to keep concrete from freezing, or provide enclosure and heating device capable of maintaining concrete temperature of at least 50 degrees Fahrenheit. Maintain such protection for at least five (5) days. The Contractor shall be responsible for removing and replacing any concrete injured by frost action.

END OF TECHNICAL SPECIFICATIONS

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BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1(notarized)
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1 and BPS-2
10. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2018)
11. Past Project References of Similar Work

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

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

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BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents)

Item	Qty	Unit	Bid Price
6-30 Curb and Gutter (SCS-1)	5,700	LF	
Drive Gutter	150	LF	
10' New Construction Ramp with Coping (SCS-3)	1	EACH	
10' New Construction Ramp (SCS-4)	36	EACH	
10' Retrofit Ramp with Coping (SCS-6)	1	EACH	
T-Intersection Parallel Handicap Ramp (SCS-7)	30	EACH	
Coping Wall (SCS-3, SCS-6)	90	LF	
Detectable Warning Surface Mat (all ramp details)	68	EACH	
Driveway (SCS-2)	7.5	SF	
Remove and Replace Sidewalk (SCS-8)	175	LF	
Saw-Cutting (4" thick)	550	LF	
Saw-Cutting (6" or 8" thick)	35	LF	
Water Table (SCS-5)	25	SF	
Sod	100	SY	
Fill Sand	5	TON	
Extra Demo	675	SF	

Initial _____

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Bid Pricing Sheet, page 2

TOTAL BID IN WORDS:

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance, allowances, bailing, shoring, removal, overhead, profit, et cetera to cover the finished work of the project.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Respectfully submitted:

 NAME OF FIRM

 Email

 Authorized Representative
 (Typed or Printed)

 Phone Number

 Authorized Representative Signature
 (Required)

 Date

CONCRETE REPLACEMENT PROJECT
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BID BOND

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

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

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

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

Signed, this _____ day of _____, 20_____.

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

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

Print Name_____

_____(L.S.)
 Principal

Surety

By: _____ Print Name:_____

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

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Release of Liability on Drive Apron

I, property owner of _____ have requested that my drive gutter be removed and replaced by the City of Bartlett. I acknowledge the fact that my drive apron is in good shape but the curb and gutter need to be replaced. I understand that the removal of the drive gutter could damage the remaining driveway apron. I promise to release the City of Bartlett and their contractor from liability for the driveway apron replacement if any cracking or chipping occurs during the saw-cutting, removal, or replacement of the end of the driveway.

The Contractor will repair any cracked, chipped or broken area but will **NOT** replace the entire driveway unless specifically requested by the property owner and the property owner agrees to pay the contractor as per the contract unit price for driveway. The City of Bartlett Engineering Inspector, the concrete contractor and I have agreed that this driveway is a good candidate for this type of repair.

_____	_____
Address of Repair	phone *
_____	_____
Homeowner Signature	date
_____	_____
Homeowner Signature	date
_____	_____
City of Bartlett Engineering Inspector	date

If agreeable, please call Bartlett Engineering at 385-6499 for confirmation and contact us by

_____ so this work can be scheduled with the contractor.
 (date)

This form will be collected when notified.

***Phone number required for the City of Bartlett to contact you prior to Scheduling Work**

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

NOTICE OF AWARD

To:

PROJECT Description: **FY2020-11-040 CONCRETE REPLACEMENT PROJECT, SPRING 2020.**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated November ____, 2019 and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 20__.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20__.

Name: _____

Print Name: _____

Title: _____

CONCRETE REPLACEMENT PROJECT
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PERFORMANCE PAYMENT BOND

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

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

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

unto _____ of _____,
 (Owner) (City)

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

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
 a certain contract with the City, dated the _____ day of _____, 2020, a copy of which is
 hereto attached and made a part hereof for the construction of:

FY2020-11-040 CONCRETE REPLACEMENT PROJECT SPRING 2020

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

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

CONCRETE REPLACEMENT PROJECT
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 Due Date: December 12, 2019

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

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

ATTEST:

 Print Name

 Principal

By: _____(s)

 (Principal) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 (Surety) Secretary

(SEAL)

 Address - Zip Code

 Witness as to Surety

 Address - Zip Code

CONCRETE REPLACEMENT PROJECT
SPRING 2020
Sealed Bid #: FY2020-11-040
Due Date: December 12, 2019

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

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

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

NOTICE TO PROCEED

TO:

PROJECT: FY2020-11-040 CONCRETE REPLACEMENT PROJECT SPRING 2020

You are hereby notified, in accordance with the Agreement dated _____, to
 commence WORK on or before _____ and you are to complete the WORK
 within 75 (seventy-five) consecutive calendar days thereafter. The date of completion of all WORK is
 therefore _____.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

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

1. CONTRACTOR will commence and complete the construction of **FY2020-11-040 CONCRETE REPLACEMENT PROJECT SPRING 2020.**
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 75 (seventy-five) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order
 - (M) SPECIFICATIONS prepared or issued by The City of Bartlett Engineering Department and dated _____.

CONCRETE REPLACEMENT PROJECT
 SPRING 2020
 Sealed Bid #: FY2020-11-040
 Due Date: December 12, 2019

(O) ADDENDA:

NO._____, Dated _____, 20

NO._____, Dated._____, 20

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

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

CITY OF BARTLETT

BY:_____

PRINT NAME: A. Keith McDonald

CONTRACTOR:

BY: _____

PRINT NAME:_____

TITLE: _____

(SEAL-Contractor's Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/20 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Willow Ridge.

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: WILLOW RIDGE dated February 5, 2018, made by the DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

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

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.
8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.
9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.
10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.
12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.
13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.
14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.
15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

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

II

FIXED IMPROVEMENTS

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

Attachment: Willow Ridge Contract- SIGNED (2753 : Subdivision Contract for Willow Ridge)

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI**TITLE TO WATER AND SEWER LINES**

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

XII**DRAINAGE DESIGN RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

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

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

SPECIAL CONDITIONS:

When this Subdivision received Planning Commission approval a condition that required the Developer to be responsible for building half road improvements on Old Brownsville, where the subdivision connects, was a requirement. However, since this approval this condition has been removed.

XVII**PARKLAND FEES**

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

Attachment: Willow Ridge Contract- SIGNED (2753 : Subdivision Contract for Willow Ridge)

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
WILLOW RIDGE**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$218,407.50)		\$32,761.13
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost		\$13,104.45
	b. Subdivision and Site Plan Review fee \$175 per lot 44		\$7,700.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) Minimum charge of \$25 per contract \$10 implies \$440.00 \$25 implies \$256.60		\$440.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300 per Lot Whichever is greater Development Cost = \$1,252,226.25	\$37,566.79 \$13,200.00	\$37,566.79
5	Water Connection Fee @ \$2,000.00 per Lot 44 Lots		\$88,000.00
6	Sewer Connection Fee @ \$2,000.00 per Lot 44 Lots Drainage Basin Loosahatchie		\$88,000.00
7	Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 5 Lots		\$2,500.00
8	Drainage Control fee for lots served by a Detention Basin '@ \$250.00 per Lot 39 Lots		\$9,750.00

9	City portion of Water Improvements	\$0.00
	District 3	
10	Park Land Development Fee @ \$700.00 per Lot 44 Lots	\$30,800.00

TOTAL DUE CITY	\$310,622.36
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II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$143,321.75
2. Street Light (Estimated at \$650.00 per lot 44 Lots	\$28,600.00
Also Old Brownsville Rd	\$10,000.00

TOTAL DUE II	\$181,921.75
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III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)	\$1,252,226.25
---	-----------------------

Attachment: Willow Ridge Contract- SIGNED (2753 : Subdivision Contract for Willow Ridge)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT



BLUE SKY COMMUNITIES, INC

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Willow Ridge Contract- SIGNED (2753 : Subdivision Contract for Willow Ridge)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/20 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for December 2019.



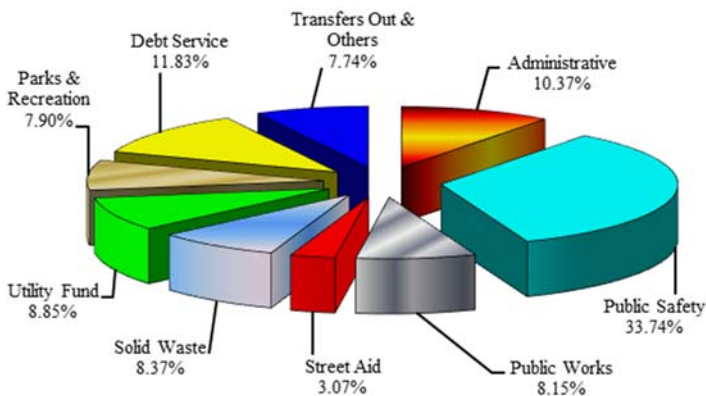
City of Bartlett

FINANCIAL REPORT

December 31, 2019

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

WHERE THE \$ GOES (Does not include School)

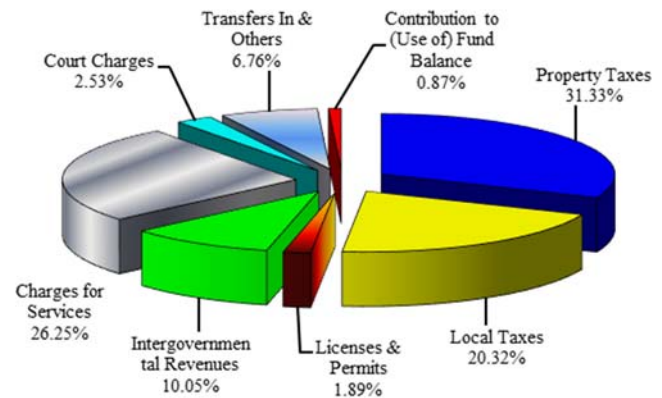


BUDGET HIGHLIGHTS

- June 30, 2019 year-to-date actual is audited.
- Property tax bills were mailed in November and are due February 28.
- Delinquent 2018 property taxes were submitted to the Trustee for collection.

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

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



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

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,065,468	\$ 3,363,684
Public Safety	27,951,102	14,426,724
Public Works	6,730,619	3,407,323
Parks and Recreation	6,050,387	2,973,377
Performing Arts	601,966	370,975
Transfers & Other Gen. Fund Items	5,534,019	5,501,019
Subtotal	\$ 54,933,561	\$ 30,043,102
General Fund Revenues		
Property Taxes	\$ 26,380,000	\$ 15,254,208
Local Taxes	13,663,410	4,486,538
Building and Development Fees	1,592,700	651,049
Intergovernmental	6,312,000	1,997,179
Charges for Services	4,497,190	2,013,344
Court Charges	1,945,000	703,995
Other Revenue	543,261	165,092
Subtotal	\$ 54,933,561	\$ 25,271,405
Special Rev. Funds - Expenditures	\$ 11,209,065	\$ 5,114,559
Special Rev. Funds - Revenues	\$ 11,209,065	\$ 5,051,732
Utility Expenses	\$ 9,725,000	\$ 5,125,333
Utility Revenues	\$ 9,725,000	\$ 4,775,598
Debt Service Expenditures	\$ 8,732,551	\$ 6,810,067
Debt Service Revenues	\$ 8,732,551	\$ 5,574,117
Total Expenditures	\$ 84,600,177	\$ 47,093,060
Total Revenues	\$ 84,600,177	\$ 40,672,852

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

Attachment: Dec19FinRpt (2754 : Treasurer's Report for December 2019.)



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

	FY 2019 Audited Actual	FY 2020 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2019	Year-to-Date Actual FY 2020	Increase/ Decrease in \$	Percent of FY 2019 Actual	Percent of FY 2020 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,312,716	\$ 8,065,468	\$ 752,752	\$ 3,171,459	\$ 3,363,684	\$ 192,225	43.37%	41.70%	-1.66%
Public Safety	27,066,233	27,951,102	884,869	13,870,667	14,426,724	556,057	51.25%	51.61%	0.37%
Public Works	6,146,159	6,730,619	584,460	3,054,089	3,407,323	353,234	49.69%	50.62%	0.93%
Parks and Recreation	5,503,662	5,927,719	424,057	2,816,717	2,973,377	156,660	51.18%	50.16%	-1.02%
Performing Arts	676,342	724,634	48,292	332,019	370,975	38,956	49.09%	51.19%	2.10%
Transfers & Other Gen. Fund Items	6,771,704	5,534,019	(1,237,685)	6,501,019	5,501,019	(1,000,000)	96.00%	99.40%	3.40%
Total General Fund Expenditures	\$ 53,476,816	\$ 54,933,561	\$ 1,456,745	\$ 29,745,970	\$ 30,043,102	\$ 297,132	55.62%	54.69%	-0.93%
General Fund Revenues									
Property Taxes	\$ 25,871,946	\$ 26,380,000	\$ 508,054	\$ 14,199,006	\$ 15,254,208	\$ 1,055,202	54.88%	57.82%	2.94%
Local Taxes	13,335,177	13,663,410	328,233	4,265,559	4,486,538	220,979	31.99%	32.84%	0.85%
Building and Development Fees	1,656,594	1,592,700	(63,894)	712,428	651,049	(61,378)	43.01%	40.88%	-2.13%
Intergovernmental	6,337,953	6,312,000	(25,953)	1,905,965	1,997,179	91,214	30.07%	31.64%	1.57%
Charges for Services	4,492,490	4,497,190	4,700	2,002,230	2,013,344	11,115	44.57%	44.77%	0.20%
Court Charges	1,776,992	1,945,000	168,008	883,416	703,995	(179,421)	49.71%	36.20%	-13.52%
Other Revenue	591,957	543,261	(48,696)	227,465	165,092	(62,373)	38.43%	30.39%	-8.04%
Total General Fund Revenues	\$ 54,063,109	\$ 54,933,561	\$ 870,452	\$ 24,196,068	\$ 25,271,405	\$ 1,075,337	44.76%	46.00%	1.25%
Special Revenue Funds									
Street Aid Fund	\$ 2,037,940	\$ 2,585,000	\$ 547,060	\$ 1,286,019	\$ 1,264,635	\$ (21,384)	63.10%	48.92%	-14.18%
Solid Waste Fund	6,052,064	7,185,191	1,133,127	3,543,564	2,763,086	(780,477)	58.55%	38.46%	-20.10%
General Improvement Fund	708,032	831,500	123,468	508,060	516,387	8,327	71.76%	62.10%	-9.65%
Drug Enforcement Fund	236,806	294,200	57,394	126,812	57,144	(69,669)	53.55%	19.42%	-34.13%
DEA Enforcement Fund	202,414	124,700	(77,714)	142,342	139,984	(2,358)	70.32%	112.26%	41.93%
Drainage Control Fund	91,407	127,374	35,967	47,965	57,562	9,598	52.47%	45.19%	-7.28%
Park Improvement Fund	16,936	22,700	5,764	16,936	22,700	5,764	0.00%	100.00%	100.00%
E-Citation Fund	0	38,400	38,400	0	204	204	0.00%	0.53%	0.53%
Grant Funds	734,191	0	(734,191)	400,159	292,857	(107,303)	54.50%	0.00%	-54.50%
Special Revenue Funds - Expenditures	\$ 11,484,352	\$ 11,209,065	\$ 1,129,275	\$ 6,071,857	\$ 5,114,559	\$ (957,298)	52.87%	45.63%	-7.24%
Special Revenue Funds - Revenues	\$ 10,587,254	\$ 11,209,065	\$ 621,811	\$ 4,625,479	\$ 5,051,732	\$ 426,253	43.69%	45.07%	1.38%
Utility Fund									
Total Utility Operations	\$ 8,537,540	\$ 8,097,646	\$ (439,894)	\$ 5,367,441	\$ 4,089,612	\$ (1,277,829)	62.87%	50.50%	-12.36%
Total Utility Debt Expenses	1,302,718	1,224,570	(78,148)	1,159,921	1,035,721	(124,200)	89.04%	84.58%	-4.46%
Total Utility Expenses	\$ 9,840,258	\$ 9,725,000	\$ (518,042)	\$ 6,527,362	\$ 5,125,333	\$ (1,402,029)	66.33%	52.70%	-13.63%
Total Utility Revenues	\$ 8,662,223	\$ 9,725,000	\$ 1,062,777	\$ 4,494,065	\$ 4,775,598	\$ 281,533	51.88%	49.11%	-2.77%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,468,420	\$ 8,732,551	\$ 264,131	\$ 6,758,140	\$ 6,810,067	\$ 51,927	79.80%	77.98%	-1.82%
Total Debt Service Revenues	\$ 8,293,241	\$ 8,732,551	\$ 439,310	\$ 4,952,370	\$ 5,574,117	\$ 621,747	59.72%	63.83%	4.12%
Total Expenditures	\$ 83,269,845	\$ 84,600,177	\$ 2,332,109	\$ 49,103,328	\$ 47,093,060	\$ (2,010,268)	58.97%	55.67%	-3.30%
Total Revenues	\$ 81,605,826	\$ 84,600,177	\$ 2,994,351	\$ 38,267,983	\$ 40,672,852	\$ 2,404,870	46.89%	48.08%	1.18%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/20 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint and re-appoint Members to City's Boards and Commissions.

BARTLETT ARTS COUNCIL

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Allen, Angelia	9/30/2021	Re-appoint
Pitts, Camryn	9/30/2021	New Appointment (replacing Christy Kinard, who transitioned to a BAC Citizen member, not Mayoral Appointee)

BARTLETT STATION COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Arnold, Mitch	12/31/2025	New Appointment (replacing Doyal Brown)
Fickling, Phyllis	12/31/2025	Re-appoint

BEER BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Zobell, Jr., C.E.	12/31/2021	New Appointment (replacing Lindsey Massey

BPACC ADVISORY BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Dunn, Sandy	12/31/2022	Re-appoint
Rieman, Laurie	12/31/2021	New Appointment (replacing Carol Price)
Schrimper, Polly	12/31/2022	Re-appoint
Winkler, Hank	12/31/2022	Re-appoint

CITY BEAUTIFUL COMMISSION

6.1.a

NAME	TERM EXPIRES	NEW / RE-APPOINT
Bailey, Joni	12/31/2020	Re-appoint
Bledsoe, Joe	12/31/2020	Re-appoint
Bowen, Clarence	12/31/2020	Re-appoint
Browning, Bill	12/31/2020	Re-appoint
Crowder, Jim	12/31/2020	Re-appoint
Gilmer, Kenneth	12/31/2020	Re-appoint
Howe, Linda	12/31/2020	Re-appoint
Martin, Mike	12/31/2020	Re-appoint
Moore, Tommie Jean (Chairman)	12/31/2020	Re-appoint
Page, Michelle	12/31/2020	Re-appoint
Parks, Kenneth	12/31/2020	Re-appoint
Rieman, Laurie	12/31/2020	Re-appoint
Rieman, Tom	12/31/2020	Re-appoint
Robertson, Kathleen	12/31/2020	Re-appoint
Thompson, Danny	12/31/2020	Re-appoint
Winemiller, Karen	12/31/2020	Re-appoint

Attachment: Appointments to Boards--2020--Agenda (2748 : Appoint and re-appoint Members to City's

DESIGN REVIEW COMMISSION

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Canup, Tyler	Lighting Engineer	12/31/2021	Re-appoint
Evans, Greg	Mechanical Design/Industrial Maintenance	12/31/2021	Re-appoint
Payne, Jason	Electrician	12/31/2021	Re-appoint

FAMILY ASSISTANCE COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Foree, Paul	12/31/2022	Re-appoint
Twiss, Ken	12/31/2022	Re-appoint

GRIEVANCE REVIEW BOARD

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Goldberg, Michael	Administrative Representative (Admin., Parks, Court, BPACC)	12/31/2020	Re-appoint
Jewell, Jonathan	Public Works/Utilities/Engineering Representative	12/31/2020	Re-appoint
Maser, Jeremy	Public Safety Representative (Fire, EMS, Police, Codes)	12/31/2020	Re-appoint
Mitchell, Charlene	Citizen	12/31/2020	Re-appoint
Rasbach, Ted	Citizen	12/31/2020	Re-appoint

HISTORIC PRESERVATION COMMISSION

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Olson, John	Citizen Member	12/31/2024	New Appointment (replacing Carman Bell)
Whaley, Keith	Design Review Commission Member	12/31/2024	Re-appoint

INDUSTRIAL DEVELOPMENT BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Ray, Wayne	1/25/2023	New Appointment (replacing Carolyn Pruitt)
Williams, Warrie	1/25/2021	New Appointment (replacing Randal Webb)

PARKS AND REC. ADVISORY BD.

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Goodhart, Matt	12/31/2022	Re-appoint
Ireland, Paul	12/31/2022	Re-appoint

PLANNING COMMISSION

6.1.a

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Briggs, Casper	12/31/2022	New Appointment (Replacing Ron Sandlin)

Attachment: Appointments to Boards--2020--Agenda (2748 : Appoint and re-appoint Members to City's



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 01/28/20 07:00 PM

Department: Administration

Category: Presentation

Prepared By: Penny Medlock

Department Head: David Parsons

AGENDA ITEM

Res. 02-20, a resolution of the Board of Mayor and Aldermen of the City of Bartlett, Tennessee in support of the U.S. Postal Service Private Home Mail and Package Delivery in Single Family Communities in the City of Bartlett.

WHEREAS, the City of Bartlett is primarily a traditional, single-family bedroom community; and

WHEREAS, historically, for over 150 years, the U.S. Postal Service has provided the City of Bartlett with private home mail and package delivering service, and

WHEREAS, the U.S. Postal Service is now changing the method and mode of delivery from private single family home mail delivery to a centralized mail kiosk or cluster box mail delivery system; and

WHEREAS, The City of Bartlett does not support or agree with the U.S. Postal Service National Delivery Planning Standards and Guide for Builders and Developers published on December 21, 2017, and

WHEREAS, The City of Bartlett does not desire to burden property owners, homeowner associations, builders and/or developers with the cost of purchasing, installing, maintaining, repairing and replacing the kiosk or the cluster box system; and

WHEREAS, The City of Bartlett is committed to encouraging and maintaining traditional, single family bedroom community with private home mail and package delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE THAT:

Section I. The City of Bartlett herein requests that the U.S. Postal Service preserves private home mail and package delivery service to new and proposed single family developments and the U.S. Postal Services waives and/or removes the requirement for a centralized mail kiosk or cluster box mail delivery system in

new and proposed single family developments.

Adopted this 28th day of January, 2020.

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

A. Keith McDonald
Mayor

Attest: _____
Penny Medlock, City Clerk