



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JANUARY 13, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

BPACC Advisory Board, January 20 at 6 p.m.

Bartlett Arts Council, January 20 at 6:30 p.m.

Design Review Commission, January 20 at 6:30 p.m.

RECOGNITIONS

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

Without objection from the Board, Mayor McDonald withdrew Item 2 from New Business: Participate in FEMA's Hazardous Mitigation Program. This item will be tabled until the January 27 Board meeting.

Mayor McDonald announced an emergency expenditure by the Fire Department. An ambulance from Station 4 requires a new motor, which will be replaced by MHC Ford for \$19,000.

MINUTES ACCEPTANCE

Minutes of the December 9, 2014 Board of Mayor and Aldermen Regular Meeting

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:	Bobby Simmons, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 1 Bid for Audible Pedestrian Signal Upgrade Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from McCrory Electric Company in the amount of \$10,199.00, plus a contingency amount of \$500.00 For a total cost of \$10,699.00. Funds are available in Account 121.48121.979.
- 2 Bid for one Type One ALS Ambulance. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest bid from Taylor Made at a cost of \$151,780.00. Funds are available in Account 311.48311.785.25615.
- 3 Bid for five Self-Contained Breathing Apparatus, Face Mask, and Spare Bottles. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest bid from NAFECO, Inc. At a cost of \$33,975.05. This is a sole source provider. Funds are available in Account 110.42200.939.
- 4 Bid for Animal Microchip Implants. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Found Animals Registry at a cost of \$10,395.00. This is for 2,100 units and the bid price is good through June 30, 2016. Funds are available in Account 110.43800.321.
- 5 Bid for 2015 Model XLT Super Cab Pickup w/6.5' Bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Homer Skelton Chrysler at a cost of \$22,738.00. Funds are available in Account 311.48311.785.30715.
- 6 Commercial subdivision contract for Grace Subdivision. (Rick McClanahan, Director of Engineering)**
The new developer, Paragon Bank, will complete this previously foreclosed property development. No new fees are needed. The bond is set at \$119,833.00.
- 7 Bartlett Logistics Center Lot 1 Site Plan Contract. (Rick McClanahan, Director of Engineering)**
The developer, Gordon Foods, will pay \$2,448 in City fees. The bond is set for \$54,410.
- 8 Special event permit for St. Valentine's Day 5K & 10K Runs. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, February 14 from 9 a.m. to 12 p.m. and will begin and end at Bartlett Baptist Church.

9 Special event permit for Winter Cross Country Series Run. (Jim Brown, Director of Code Enforcement)

The event will be held on Sunday, January 25 and Sunday, February 8 from 2 to 4 p.m. at Nesbit Park.

10 Treasurer's Report for November 2014. (Dick Phebus, Director of Finance)

Adopted budget expenditures	\$67,246,180
Year-to-date expenditures	\$28,366,182
Adopted budget revenues	\$67,246,180
Year-to-date revenues	\$15,152,522

NEW BUSINESS

I Appoint and re-appoint members to City's Boards and Commissions. (A. McDonald, Mayor)

Christy Kinard was appointed to the Bartlett Arts Council. Her term will expire September 30, 2016.

Russ Abernathy and Charles Jowers were reappointed to the Board of Zoning Appeals. Their terms will each expire December 31, 2017.

John Levesque, Nevin Robbins, and Shirley Smith were reappointed to the BPACC Advisory Board. Their terms will each expire December 31, 2017.

Jim Crowder, Milton Ervin, and Danny Thompson were appointed to the City Beautiful Commission. Their terms will expire December 31, 2015.

Joe Bledsoe, Nancy Burross, Denis Elliott, Louise Horton, Donald Keith, Tommie Jean Moore, Kenneth Parks, Laurie Rieman, Tom Rieman, Debbie Ross, Ann Stanford, Jason Sykes, and Jean Ward-Jones were reappointed to the City Beautiful Commission. Their terms will expire December 31, 2015.

Joe Ozegovich was appointed to the Design Review Commission. His term will expire December 31, 2015.

Casper Briggs, Frederic Rudd, Chris Triplett, and Keith Whaley were reappointed to the Design Review Commission. Their terms will expire December 31, 2016.

Alderman Elliott was reappointed to the Design Review Commission. Her term will expire December 31, 2018.

Vicky Evans and Mike Farley were reappointed to the Family Assistance Commission. Their terms will expire December 31, 2017.

Tawny Walker, Lt. Craig Jones, Becky Bailey, Ted Archdeacon, Ted Rasbach, and Alderman Jack Young were reappointed to the Grievance Review Board. Their terms will expire December 31, 2015.

Carmen Bell was reappointed to the Historic Preservation Commission. His term will expire December 31, 2019.

Randy Allen, Joe Knipper, and Carolyn Pruitt were reappointed to the Industrial Development Board. Their terms will each expire January 25, 2019.

Dennis Lyon and Bobby Young were reappointed to the Parks and Recreation Advisory Board. Their terms will expire December 31, 2017.

Jay Rainey and Darin Wray were reappointed to the Pension Board. Their terms will expire December 31, 2018.

Insp. Dennis Canon, Aaron Davidson, Cathy Lyon, Jay Rainey, and Darin Wray were appointed to the Retirement Plan Committee. Their terms will expire December 31, 2018.

Dick Phebus, Director of Finance, and Peter Voss, Director of Personnel, were permanently appointed to the

Retirement Plan Committee.

Jay Caughman, Paul Kaiser, and Jim Lamb were reappointed to the Planning Commission. Their terms will expire December 31, 2017.

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

2 Participate in FEMA's Hazardous Mitigation Program. (Rick McClanahan, Director of Engineering)

Tabled until the January 27, 2015 Board meeting.

RESULT:	NO VOTE REQUIRED
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3 Appointment of City Officials. (A. McDonald, Mayor)

Mark Brown	Chief Administrative Officer
Stefanie McGee	City Clerk
Jeanie Underwood	Mayor's Administrative Assistant
Jacque Gore	Director of Citizen Services
Debbie Gelineau	Director of Community Relations
Jim Brown	Director of Code Enforcement
Dick Phebus	Director of Finance
Peter Voss	Director of Personnel
Terry Emerick	Director of Planning & Economic Dev.
Kim Taylor	Deputy Director of Planning & Economic Dev.
Terry Wiggins	Fire Chief
Danny Baxter	Assistant Fire Chief
Gary Rikard	Police Chief
Glen Williamson	Assistant Police Chief
Steve Todd	Inspector
Dennis Canon	Inspector
Jeff Cox	Inspector
Bill Lloyd	Court Clerk
David Lakin	City Prosecutor
Rhea Clift	Assistant City Prosecutor
Ed McKenney	City Attorney
Bill Yearwood	Director of Public Works
Mike Adams	Assistant Director of Public Works

Rick McClanahan
Wade Towles

Director of Engineering
Assistant Director of Engineering

David Thompson
Shan Criswell

Director of Parks & Recreation
Assistant Director of Parks & Recreation

Ron Jewell

Director of Bartlett Performing Arts & Conf. Center

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

4 Swear-in City Officials. (A. McDonald, Mayor)

RESULT:	NO VOTE REQUIRED
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5 Appoint Vice Mayor. (A. McDonald, Mayor)

Mayor McDonald reappointed Jack Young as Vice Mayor.

RESULT:	NO VOTE REQUIRED
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6 Elect Register. (A. McDonald, Mayor)

Alderman W. C. "Bubba" Pleasant was re-elected as the Board's Register.

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

OPEN DISCUSSION

No one.

ADJOURNMENT

Meeting adjourned at 7:21 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, DECEMBER 9, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Historic Preservation Commission, December 15 at 7 p.m.

Family Assistance Commission, January 5 at 6 p.m.

Planning Commission, January 5 at 7 p.m.

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

City Beautiful Commission, January 8 at 7 p.m.

Parks and Recreation Advisory Board, January 8 at 7 p.m.

RECOGNITIONS

The Mayor and Aldermen recognized Boy Scout Troop 261, Cub Scout Pack 261, and one scout from Pack 255.

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

MINUTES ACCEPTANCE

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

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

Minutes Acceptance: Minutes of Dec 9, 2014 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Bid for Kirby-Whitten Parkway Resurfacing Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Lehman-Roberts Company in the amount of \$1,504,241.50, plus a contingency amount of \$100,000.00 for a total cost of \$1,604,241.50. Funds are available in Account 311.48311.780.4465.
- 2 Bid for Kirby-Whitten Resurfacing Asphalt and Concrete Testing Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Professional Service Industries, Inc. (PSI) in the amount of \$37,872.11, plus a contingency amount of \$20,000.00, for a total cost of \$57,872.11. Funds are available in Account 311.48311.780.4465.
- 3 Purchase of Property for Fletcher Creek Greenway Bike & Pedestrian Trail. (Rick McClanahan, Director of Engineering)**
Request approval to purchase right-of-way for Fletcher Creek trail from ION Media Networks for a total cost of \$25,037. The City's portion will be \$5,007. Funds are available in Account 311.48311.770.451.
- 4 Replace Well 2 at Water Treatment Plant #4. (Rick McClanahan, Director of Engineering)**
Recommend approval to allow Layne Christensen Company to replace Well 2 at Water Treatment Plant #4 at a total cost of \$60,096.00. This is a sole source provider. Funds are available in Account 510.51200.262.
- 5 Purchase ammunition for police. (Gary Rikard, Chief of Police)**
Request approval to purchase ammunition from Gulf States Distributors at a total cost of \$44,536.00. The State of Tennessee has a bid contract with Gulf States. Funds are available in Accounts 110.42100.158 and 129.48129.156.

NEW BUSINESS

There is no new business.

OPEN DISCUSSION

Rick McClanahan, Director of Engineering, said the CSX Railroad will be working on the St. Elmo crossing west of Oak Road beginning Monday, December 15. The road will be closed to through traffic while the work is being completed.

Joe Ozegovich, 6851 Forrest Circle, would like to see more bike lines in Bartlett, especially if they connected to the Shelby County Greenline. Mr. Ozegovich also hopes the City can attract a new grocery store for the Kirby-Whitten shopping center.

ADJOURNMENT

Meeting adjourned at 7:14 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Dec 9, 2014 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 01/13/15 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Audible Pedestrian Signal Upgrade Project.

The Audible Pedestrian Signal Upgrade Project was advertised in *The Commercial Appeal* originally on Wednesday, November 5, 2014, and we received only one bid on Thursday, November 20, 2014. We learned from that bidder, McCrory Electric Company, that some parts of the bid document were confusing. Therefore, we clarified the discrepancies in the bid document and re-advertised for a re-bid in *The Commercial Appeal* on November 26, 2014. The contractors that picked up Bid Documents are as follows:

McCrory Electric Company
Shelby Electric Company

On Thursday, December 18, 2014 we received 2 bids for the construction of the **Audible Pedestrian Signal Upgrade Project (re-bid)**. The apparent low bidder, McCrory Electric Company submitted a Total Base Bid of **\$10,199.00**. Based on the bid prices submitted, we recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract Review Committee, and it concluded that McCrory Electric Company has submitted the lowest and best bid. We recommend the City of Bartlett award this contract to McCrory Electric Company in the base bid amount of **\$10,199.00**, plus an additional amount of **\$500.00** for items that may need to be added during construction for a total not to exceed **\$10,699.00**. McCrory Electric Company has performed work for the City of Bartlett on other projects.

Funding is available in **Account 121.48121.979**.

Bidder	Total Base Bid
McCrory Electric Company	\$10,199.00
Shelby Electric Company	\$10,950.00

A copy of the bid document is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room for review. These

documents have also been attached to this MinuteTraq file.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **Thursday, December 18, 2014**. Sealed bids are to be marked **Audible Pedestrian Signal Upgrade Project** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. The Contractor shall be capable of obtaining a State of Tennessee classification of CE or E and have an IMSA Level 1 Technician on hand for the duration of construction of the project. There is no fee to obtain bid documents. If further information is desired, please contact Becky Bailey, P. E. at 901-385-6499.

Please quote prices on attached sheet

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

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

NB-1

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INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The City of Bartlett seeks to install audible pedestrian signals at the intersection of St. Elmo Road at Altruria Rd/Memphis Arlington Rd in Bartlett.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATIVE BIDS

There are no alternative bids included in this project.

4. BIDS

a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications shall be enclosed in an envelope, which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

c. The Owner 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 Owner will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

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

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

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

f. Bids are to be submitted in sealed envelopes marked on the outside:

License: Name of Project
Date of Bid Opening
Name of Contractor/Company
Tennessee License Number if Bid Exceeds \$25,000.00
Licenses Expiration Date

(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 **Owner**. 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 Owner 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.

6. **COLLUSIVE AGREEMENTS**

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

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Owner 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 Owner 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 Owner 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 Owner 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 prorated 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 the advertised hour of opening will be securely kept sealed. The officer 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 Owner 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 Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, 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 Owner 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 portions of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. NON-DISCRIMINATION

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Additionally, the City provides services without regard to race, color, religion, sex, or national origin. The City of Bartlett agrees to comply with Title VI regulations.

GENERAL CONDITIONS:

A. INSURANCE

A.1 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**, 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 (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2 In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide at his own cost and expense the following insurance to the City of Bartlett in 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. Each certificate or policy shall require and state in writing that, "thirty days (30) prior to cancellation or material change in the policies, notice thereof shall be given to the City of Bartlett 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 may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workmen's Compensation

The Contractor shall maintain in force Workmen'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 Owner's Protective Liability Insurance

1. Insurance certificate shall be provided with the name of the **City of Bartlett** as named insured.

2. Owner's Protective Liability: Bodily Injury, including death, with MINIMUM LIMITS of \$500,000.00 each occurrence and \$1,000,000.00 Aggregate: Property Damage MINIMUM LIMITS of \$500,000.00 each occurrence and \$500,000.00 Aggregate.

3. Disposition: Certificate of Insurance must be sent to the City of Bartlett prior to the commencement of work.

4. Coverage's to be included: Independent Contractors; Products and Completed Operations: Comprehensive Form; XCU (Explosion, Collapse, and underground) Coverage; Broad Form Property Damage; Personal Injury; and premises and Operations.

A.5 Comprehensive Automobile Liability Insurance

Insurance certificate shall be provided with the Contractor as named insured and **City of Bartlett** as an additional insure, covering owned, hired and non-owned vehicles with MINIMUM LIMITS OF:

Bodily Injury and Property Damage \$1,000,000.00 Each Accident — Combined Single Limit.

A.6 Contractor's General Liability Insurance

1. Insurance is to be taken out in the name of the Contractor as named insured. With MINIMUM LIMITS OF:

Bodily Injury (including death) and Property Damage \$500,000.00 each occurrence and \$1,000,000.00 Aggregate — Combined Single Limits.

2. Coverage's to be included: Independent Contractors; Products and Completed Operations: Comprehensive Form; XCU (Explosion, Collapse, and underground) Coverage; Broad Form Property Damage; Personal Injury; and premises and Operations.

B. SAFETY, PROTECTION, AND EMERGENCIES

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

- a. The public and to vehicular and pedestrian traffic,
- b. All employees on the Work and other persons who may be affected thereby,
- c. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 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 prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.C or B.1.D caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

- B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.
- B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

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

D. TIME OF COMPLETION

- D.1 Submittals shall be delivered to the City of Bartlett, Becky Bailey, within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **Thirty (30) days** after notice to proceed, which will be based on the expected delivery time as required on BT-1.

E. CONSTRUCTION ENGINEERING / COORDINATION

- E.1 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, Becky Bailey, 385-6499, after construction staking is in place and prior to any installation of the traffic signal poles or equipment.

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 Owner an Agreement on the form included in the Contract documents in such number of copies as the Owner 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 Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the Owner 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 Owner. The Owner 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 Owner, 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 prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, 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 Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount of \$50.00 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 Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner for 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 Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; **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 (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 Owner, acts of another Contractor in the performance of a contract with the Owner, 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 Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, 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 Owner 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 Owner shall retain ten percent (10%) 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 Owner, 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 Owner to require the fulfillment of all of the terms of the contract.
- J.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner 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 Owner'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 Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner 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 Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner 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

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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

- (a) 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.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner 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.
- (d) 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 Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

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 Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this 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

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:

1. The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
2. Full documentation of the program can be found at the Personnel office under Chapter 10 of the Personnel Manual. This program is described by the following statement:

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 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.

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. END
3. Any bidder 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 governments program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

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

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: _____

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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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? _____

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.)

Title VI Plan-1

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.

Name 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: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

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

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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 is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His 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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IMSA Certification

I, _____ Certify that during the construction of this project, Audible Pedestrian Signal Upgrade at St. Elmo/Memphis Arlington/Altruria, a member of or consultant for (Company) _____ shall hold a State of Tennessee classification of CE or E and that there will be an IMSA Level 1 Technician on hand for the duration of this project.

Print Name _____
(contractor)

Signed _____
(contractor)

Company _____
(contractor)

Title _____

Date _____

Print Name _____
(IMSA Level 1 Technician)

IMSAC-1

Attachment: Re-bid bid document (1400 : Bid for Audible Pedestrian Signal Upgrade Project)

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SPECIAL CONDITIONS

- Contractor shall be responsible for all traffic control signage, flagging and etc. required during the project in accordance with the latest edition of the MUTCD. Traffic control plan must be submitted to and approved by the City of Bartlett.
- Contractor shall test all new audible pedestrian signals to ensure proper working condition.
- All materials, equipment, and installation shall meet the latest edition of the City of Memphis Standard Specifications and Drawings, and City of Bartlett Standard Drawings and Details as related to traffic signals, equipment, materials, installation and etc.
- The contractor shall remove the existing pedestrian pushbuttons and deliver them to the City of Bartlett Traffic Engineer at 6382 Stage Road.
- Submittals for the audible pedestrian signals and associated items shall be submitted to the City of Bartlett Engineering Department, Becky Bailey, and approved prior to any equipment being ordered by the Contractor.
- The City of Bartlett will have the City of Memphis Signal Maintenance personnel assist in a punch list for the new audible pedestrian signals. The Contractor shall then address any items that need to be corrected.
- Each accessible pedestrian signal pushbutton shall be in compliance with the current Manual on Uniform Traffic Control Devices (MUTCD) and shall be provided with the following features:
 - A pushbutton locator tone
 - Accessible pedestrian signals shall have both audible and vibrotactile walk indications.
 - An accessible pedestrian pushbutton shall incorporate a locator tone.
 - Pushbutton locator tones shall have a duration of 0.15 seconds or less, and shall repeat at 1-second intervals.
 - Pushbutton locator tones shall be deactivated when the traffic control signal is operating in a flashing mode. This requirement shall not apply to traffic control signals or pedestrian hybrid beacons that are activated from a flashing or dark mode to a stop-and-go mode by pedestrian actuations.
 - Pushbutton locator tones shall be intensity responsive to ambient sound, and be audible 6 to 12 feet from the pushbutton, or to the building line whichever is less.
 - A tactile arrow
 - Vibrotactile walk indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval
 - Pushbuttons shall clearly indicate by means of tactile arrows which crosswalk signal is actuated by each pushbutton. Tactile arrows shall be located on the pushbutton, have high visual contrast (light on dark or dark on light), and shall be aligned parallel to the direction of travel on the associated crosswalk.
 - A speech walk message for the WALKING PERSON (symbolizing WALK) indication
 - Accessible pedestrian signals shall have an audible walk indication during the walk interval only. The audible walk indication shall be audible from the beginning of the associated crosswalk.
 - The accessible walk indication shall have the same duration as the pedestrian walk signal except when the pedestrian signal rests in walk.

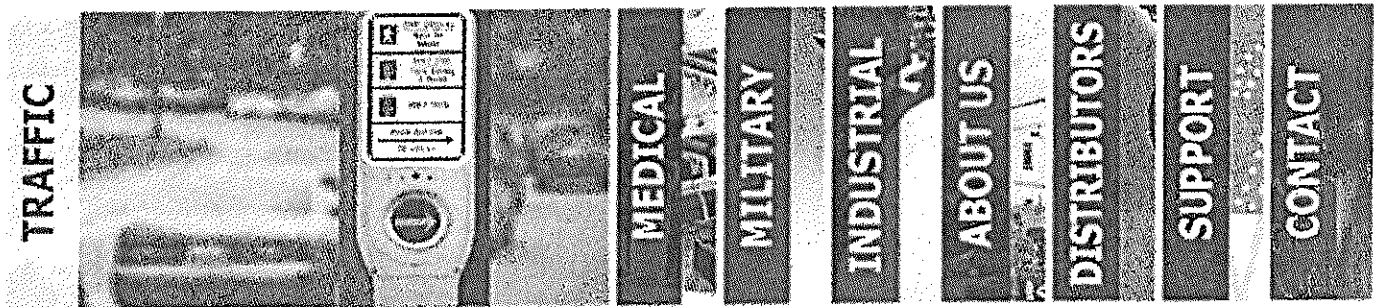
- Where two accessible pedestrian signals are separated by a distance of at least 10 feet, the audible walk indication shall be a percussive tone. Where two accessible pedestrian signals on one corner are not separated by a distance of at least 10 feet, the audible walk indication shall be a speech walk message.
- Audible tone walk indications shall repeat at eight to ten ticks per second. Audible tones used as walk indications shall consist of multiple frequencies with a dominant component at 880 Hz.
- Automatic volume adjustment in response to ambient traffic sound level shall be provided up to a maximum volume of 100 dBA.
- A speech pushbutton information message.
 - If speech walk messages are used to communicate the walk interval, they shall provide a clear message that the walk interval is in effect, as well as to which crossing it applies. Speech walk messages shall be used only at intersections where it is technically infeasible to install two accessible pedestrian signals at one corner separated by a distance of at least 10 feet.
 - Speech walk messages that are used at intersections having pedestrian phasing that is concurrent with vehicular phasing shall be patterned after the model: “St. Elmo. Walk sign is on to cross St. Elmo.”
 - Speech walk messages that are used at intersections having exclusive pedestrian phasing shall be patterned after the model: “Walk sign is on for all crossing.”
 - Speech walk messages shall not contain any additional information, except they shall include designations such as “Street” or “Avenue” where this information is necessary to avoid ambiguity at a particular location.

➤ Component Specifications

- All devices used for the audible pedestrian signals shall be listed by their generic name and meet or exceed the following component specifications:
 - Polara EZ communicator Navigator 2 Wire Push Button Station or approved equal
 - Operating Temperature Range: -34° C to +74° C (-29°F to +165°F)
 - Operating Force: 3.0 lbs Maximum
 - Switch Operating Life: Greater than 20 Million Operations
 - Maximum Volume: 100dB@1m
 - Automatic Volume Range: Automatically adjusts to ambient over a 60dB range
 - Volume over ambient: Adjustable up to 10dB over ambient
 - Minimum ambient sound: 37dBA
 - Locate Tone Volume: Adjustable from -24dB to +6dB over ambient
 - Audio Quality: 3% Total-Harmonic-Distortion Plus Noise @ 1kHz
- Item 1 “Audible Pedestrian Signal Installation (entire intersection = 8 units, cabinet and controller modifications), installed and in service” includes all materials, labor, and equipment to install all 8 audible pedestrian signal units and put them into service including cabinet and controller modifications. This will be paid as a lump sum item.
- Item 2 “Spare Audible Pedestrian Signal Unit, delivered” is for a single audible pedestrian pushbutton signal to be delivered to the city of Bartlett to use as a spare unit for future needs. This will be paid as a per Each item.

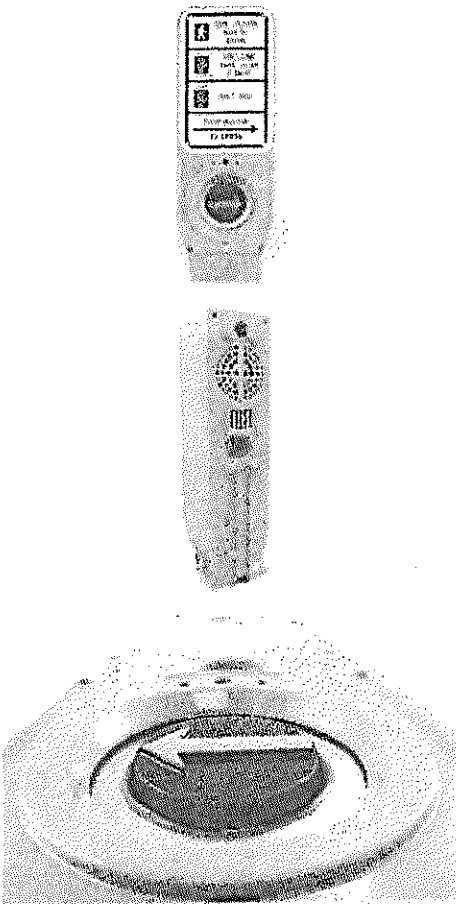
SC-2

Meeting the Needs of All Pedestrians.



[Features](#) | [Specifications](#) | [Accessories](#) | [Installation](#)

EZ Communicator Navigator APS: Specifications



EZ Communicator Navigator System

The EZ Communicator Navigator Push Button Station is the pedestrian interface to the EZ Communicator Navigator Accessible Pedestrian System. A system includes a Control Unit, an E-Configurator, and a Push Button Station.

Choose the document you need from the menu below and click "Go" to download.

Select to Download... ☒ ☐ Go

Audio Samples:

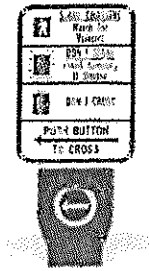
Click on the "▶" button to hear sounds

-  Audible Locating Tone 880Hz plus harmonic, 0.1 second duration, 1 second interval. Operates during ped clearance and don't walk.
-  Audible Chirp Sounds From 2700Hz to 1700Hz., 0.2 second duration, 1 second interval, on only during walk intervals.
-  Audible Cuckoo Sounds 1250Hz and 1000 Hz., 0.6 second duration, 1.8 second interval, on only during walk intervals.

EZ Comm Navigator 2-Wire (EN2) Operating Specifications

- ⚙ Backward Compatible: Full compatibility with Navigator 2-Wire System Products
- ⚙ Operating Modes: EN2 (EZComm) or N2 (Navigator)
- ⚙ Operating Voltage: 120 VAC at the cabinet for the system. PBS operates off of 18-22 VDC from the CCU2EN.
- ⚙ Maximum Number of Pedestrian Stations: 16 ADA Compliant Push Button Stations per EN2
- ⚙ Operating Temperature Range: -34° C to +74° C (-3° F to +165° F)
- ⚙ Storage Temperature Range: -45° C to +85° C (-5° F to +185° F)
- ⚙ Operating Force: 3.0 lbs Maximum
- ⚙ MTBF-CCU2: 2,000,000 hours
- ⚙ MTBF - PSM2: 2,500,000 hours

SC-3



CLICK IMAGES TO ENLARGE

- 🔊 MTBF - EN2: (PBS) 3,000,000 hours
- 🔊 Switch Operating Life: Greater than 20 Million Operations
- 🔊 Audio File Updates: Via Secure USB Port
- 🔊 Microcode Updates: Via Secure USB Port
- 🔊 Sound Synchronization: All Sounds are synchronized
- 🔊 Maximum Volume: 100 dB@ 1m
- 🔊 Automatic Volume Range: Automatically Adjusts to Ambient Volume over a 60 dB Range
- 🔊 Volume Over Ambient Noise: Adjustable up to 10 dB
- 🔊 Minimum Ambient Sound: 37dBA
- 🔊 Locate Tone Volume: Adjustable from -24dB to +6dB Ambient
- 🔊 Audio Quality: 2% Total Harmonic Distortion plus Noise @ 1 kHz
- 🔊 External Button Input: Supports Additional Buttons for Bicycles or Horse Crossings (-EB Option)
- 🔊 Second Audio Output: Supports Beaconsing or Ping-Pong (-ES Option)
- 🔊 False Walk Detection: Built-in - Four Independent Checks
- 🔊 Event Monitoring: Built-in - PBS Health Check Every 30 Seconds with Fault Recording
- 🔊 Ethernet Interface: 10/100BASE-T, Built-in Server-Host with Password Protection
- 🔊 Extended Push Priority: Mutes Entire Intersection except the Selected Crosswalk
- 🔊 Extended Push: 0 to 6 Seconds in 0.5 Second Steps
- 🔊 Multiple Languages: Maximum of Two Languages Selected via Extended Push
- 🔊 Intersection Broadcast: All PBS Simultaneously Broadcast Special Message

EZ Comm Navigator 4-Wire (EN4) Operating Specifications

- 🔊 Backward Compatible: Full compatibility with Navigator 4-Wire System Products
- 🔊 Operating Temperature Range: -34° C to +74° C (-29° F to +165° F)
- 🔊 Storage Temperature Range: -45° C to +85° C (-50° F to +185° F)
- 🔊 Operating Force: 3.0 lbs Maximum
- 🔊 MTBF - EN4 (PBS): 3,000,000 hours
- 🔊 MTBF - PHCU4W: 10,000,000 hours
- 🔊 Switch Operating Life: Greater than 20 Million Operations
- 🔊 Audio Files Updates: Via USB Port
- 🔊 Program Updates: Via USB Port
- 🔊 Microcode Updates: Via USB Port
- 🔊 Maximum Volume: 100dB@1m
- 🔊 Automatic Volume Range: Automatically Adjusts to Ambient Over a 60 dB Range
- 🔊 Volume Over Ambient: Adjustable up to 10 dB over Ambient
- 🔊 Minimum Ambient Sound: 37 dBA
- 🔊 Locate Tone Volume: Adjustable from -24dB to +6dB over Ambient
- 🔊 Audio Quality: 3% Total-Harmonic-Distortion Plus Noise@ 1kHz
- 🔊 External Button Input: Supports Additional Buttons for Bicycles or Horse Crossings
- 🔊 Second Audio Output (Option): Supports Beaconsing (Ping-Pong is a standard option)
- 🔊 False Walk Detection: Built-in

- ⌚ Program Selection Options: Time of Day, Week, Month, Holidays & Daylight Savings Time
- ⌚ Programs (Configurations): 1 Default plus 3 Alternate programs
- ⌚ Multiple Languages: Maximum of Two Languages Selected via Extended Push

Design Compliance (EN2 and EN4 PBS Systems):

- ⌚ Functionality: MUTCD 2009 - 4E
- ⌚ Temperature and Humidity: NEMA TS 2
- ⌚ Transient Voltage Protection: NEMA TS 2
- ⌚ Transient Suppression: IEC 61000-4-4, IEC 61000-4-5
- ⌚ Electronic Noise: FCC Title 47, Part 15, Class A
- ⌚ Mechanical Shock and Vibration: NEMA TS 2
- ⌚ EN4 PBS Enclosure: NEMA 250 - Type 4X
- ⌚ Electrical Reliability: NEMA TS 4

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Attachment: Re-bid bid document (1400 : Bid for Audible Pedestrian Signal Upgrade Project)

SC-5

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BID TABULATION

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Audible Pedestrian Signal Installation (entire intersection = 8 units, cabinet and controller modifications), installed and in service	1	LS		
2	Spare Audible Pedestrian Signal Unit, delivered	1	EA		

TOTAL FOR PROJECT \$ _____

Total for Project in words _____

Expected Delivery time after approval of submittals _____ days

Contractor_____
Telephone Number_____
Authorized Representative_____
Date

Print Name _____

Bidform Footnote: The audible pedestrian signal shall be an EZ Communicator Navigator manufactured by Polara Engineering, Inc. or approved equal. The EZ Communicator Navigator system shall also include the pushbutton, sign and all other hardware and connections to complete the installation of a fully functional audible pedestrian system.

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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. Drug and Alcohol Affidavit—DAA-1
3. Bid Form—BT-1
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
6. Contract Monitoring —CM-1
7. IMSA Certification—IMSAC-1

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

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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 _____
(Owner)

_____ of _____ herein-after called
"Owner"
(City and State)

in the penal sum of _____ 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 Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction:

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 Owner, 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 Owner from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and may authorize extension or modifications thereof, including all amounts due for materials, used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between the Owner 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

Attachment: Re-bid bid document (1400 : Bid for Audible Pedestrian Signal Upgrade Project)

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.

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NOTICE OF AWARD

To:

PROJECT Description: Audible Pedestrian Signal Upgrade Project

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, 2014 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 and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER 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 OWNER. Dated this ____ day of _____, 201__.

CITY OF BARTLETT
OWNER

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

NA-1

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NOTICE TO PROCEED

TO:

PROJECT: Audible Pedestrian Signal Upgrade Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 201_, on or before _____, 201_ and you are to complete the WORK within 30 consecutive calendar days thereafter, based on the delivery time provided on BT-1. The date of completion of all WORK is therefore _____, 201_.

CITY OF BARTLETT
Owner

By: _____

Print Name: A. Keith McDonaldTitle: 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: _____

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____) S.S.
County of _____)

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

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

(Signed) _____

(Title) _____

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

(Title) _____

My commission expires _____ 20____.

NCA-1

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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.

BB-1

Attachment: Re-bid bid document (1400 : Bid for Audible Pedestrian Signal Upgrade Project)

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.

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 201__ by and between City of Bartlett, hereinafter called "OWNER" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of Countdown Pedestrian Signal Installation Project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 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) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by _____, numbered 1 through _____, and dated _____, 201 .

(N) SPECIFICATIONS prepared or issued by _____ dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

6. The OWNER 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 contractor with up to (3) three sets of plans and specifications. 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
OWNER

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL)

ATTEST:

NAME: _____
(Please Type

TITLE: _____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL)

ATTEST:

NAME: _____
(Please Type

TITLE: _____

Audible Pedestrian Signal Upgrade Project (Re-bid) Bid results

Item	Description	Quantity	Unit	McCrary Electric		Shelby Electric	
				Unit Price	Total Price	Unit Price	Total Price
1	Audible Pedestrian Signal Installation (entire intersection = 8 units, cabinet and controller modifications), installed and in service	1	LS	\$9,722.00	\$9,722.00	\$10,400.00	\$10,400.00
2	Spare Audible Pedestrian Signal Unit, delivered	1	EA	\$477.00	\$477.00	\$550.00	\$550.00
Total Base Bid					\$10,199.00		\$10,950.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 01/13/15 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for one Type One ALS Ambulance.

On November 19, 2014, an ad was placed in *The Daily News*. Bid packets were requested and sent to Northwestern Emergency Vehicles (American Emergency Vehicles), Affordable Ambulances (Demers and Marque), Emergency Equipment Professionals (Braun), Emergency Vehicle Specialist (Horton), Southeastern Specialty Vehicles (Osage) and Taylor Made (Taylor Made). On December 11, 2014, the City of Bartlett opened three bids at City Hall.

Bids were received from the following companies:

Taylor Made (Taylor Made)	\$151,780.00
Emergency Vehicle Specialist (Horton)	\$179,094.00
Emergency Equipment Professionals (Braun)	\$204,907.75

We recommend the bid be awarded to Taylor Made (without sliding door option), (with Performance Bond) for a total price of \$151,780.00.

Funds are available in Account 311.48311.785.25615.

Thank you for your consideration of this request.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 01/13/15 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for five Self-Contained Breathing Apparatus, Face Mask, and Spare Bottles.

On December 3, 2014, we received a quote for the attached items requested. This purchase is made thru NAFECO Fire Equipment for the Drager Air Packs that we currently use. NAFECO Fire Equipment is the exclusive distributor and sole source provider for Drager Safety Products in the State of Tennessee.

Bids were received from the following companies:

NAFECO, Inc.	\$33,975.05

We recommend the bid be awarded to NAFECO for a total price of \$33,975.05.

Funds are available in Account 110.42200.939.

Thank you for your consideration.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 01/13/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Sherry Howard

Department Head: Bill Yearwood

Bid for Animal Microchip Implants.

On November 21, 2014, an ad was placed in *The Daily News*. On December 11, 2014, the City of Bartlett received five bids which were opened at City Hall.

Bids were received from the following companies:

Found Animals Registry	\$10,395.00 (4.95/ea)
DataMars - Primary Bid	\$16,905.00 (\$8.05/ea)
DataMars - Alternate Bid	\$14,805.00 (7.05/ea)
Merck (Home Again)	\$20,979.00 (\$9.99/ea)
Pet Care Insurance	\$18,795.00 (\$8.95/ea)

We recommend the bid be awarded to Found Animals Registry for a total price of \$10,395.00.

Funds are available in Account 110.43800.321. This bid is for 2,100 units and is good through June 30, 2016..

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 01/13/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Sherry Howard

Department Head: Bill Yearwood

Bid for 2015 Model XLT Super Cab Pickup w/6.5' Bed.

On November 17, 2014 an ad was placed in *The Commercial Appeal*. On December 4, 2014, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Homer Skelton Chrysler-Millington	\$22,738.00
Country Ford	\$24,832.00
Auto Nation	\$25,364.28

We recommend the bid be awarded to Homer Skelton Chrysler for a total price of \$22,738.00.

Funds are available in Account 311.48311.785.30715.

Thank you for your consideration.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Commercial subdivision contract for Grace Subdivision.

The original contract for this commercial subdivision was executed on June 26, 2007. No work was ever performed as the prospective purchaser of the first lot backed out. Paragon Bank has since foreclosed on the original developer and will now complete the development work for this subdivision as the new developer. No additional fees are required, as the city still has the original fees. A new bond in the amount of \$119,833 is required.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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

COMMERCIAL SUBDIVISION CONTRACT

Rev. – 7/05

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

WITNESSETH:

WHEREAS, the CITY and GRACE LAND DEVELOPMENT, LLC (*original developer*),
entered into a Commercial Subdivision Contract dated June 26, 2007 (the Contract) regarding
conditions, responsibilities, construction, cost, maintenance, and other matters relating to the
approval of the subdivision entitled GRACE SUBDIVISION (the Development); and

WHEREAS, DEVELOPER has previously foreclosed on the *original developer* and now
desires to assume the responsibility for completing the subdivision work for lots 1, 2, and 3, with
the understanding that the CITY has agreed this can be completed in 2 phases (Lots 1 & 2, and Lot
3) if DEVELOPER desires, and

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
December 4, 2006, approved the Construction Plan and established certain conditions
for approval of the Final Plat of said subdivision (which was recorded on July 6, 2007 as Inst #
07104356) 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 premises 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 Plan, 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 installation 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 Plan.

7. That the DEVELOPER shall enter into a contract with the Memphis Light, Gas and Water Division for electrical power service to each lot within said subdivision. All primary feeders to the subdivision and within the subdivision shall be underground to pad-mounted transformers discreetly located to the side or rear of individual buildings with appropriate developer installed screening. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located in the same manner as the pad mounted transformers.

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 installations 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 Commercial 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, Commercial 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 degradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department).

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 incidents 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 requiring approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasket 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 apart of this contract as if specifically set out. Said plans and development plat shall bear 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 approved 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:

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved, a 2 inch wearing surface of asphalt will be applied. This course will be paid for 100% by the DEVELOPER prior to placing the asphalt. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements)

2. That the DEVELOPER shall install, at his expense, permanent street name sign markers.

All street name signs and posts, to be fabricated in accordance with the standards and specifications of the CITY, shall be in place before final acceptance of the subdivision.

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.

Option 1: That in lieu of construction and installation of sidewalks and handicap ramps, the DEVELOPER, upon approval by the PLANNING COMMISSION, shall deposit funds with the CITY in an amount equal to one-hundred and ten percent (110%) of the current installation cost as determined by the CITY ENGINEER. In consideration for such deposit of funds, the CITY will assume responsibility for

installation of sidewalks and handicap ramps upon completion of building construction in all or part of the subdivision; said installation by the CITY to be completed of all building construction within the subdivision.

Option 2: That with approval of the PLANNING COMMISSION, 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 grad and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and pave to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and pave 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 that required by the Subdivision Regulations and the 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)

8. That the CITY is not responsible for street repairs within private streets. The responsibility of repairing said streets will be that of the owners and/or owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision. (OPTION 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 will not be installed until 75% of the lots in the subdivision are built upon. Bond will be held until such time as the final surface is applied.

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 cost 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 sewer system, water service system and with a qualified contractor licensed in the State of Tennessee, provided however, the 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.

3. The DEVELOPER to pay \$1,500.00 per lot water connection fee.

V

WATER SERVICE EXPANSION FEE

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.

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 City of Bartlett approved sewage 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. 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.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$25.00 per front footage for each lot or \$1,750.00 per acre in said subdivision and such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

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 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 excavated 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 or 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. 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 sites 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 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 channeled 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 DEVELOPER'S 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.

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 written 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 one (1) year warranty period 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.

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

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 and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated _____.

XV

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:

1. **Assumption:** This contract is executed in lieu of an assumption agreement as a result of Paragon Bank foreclosing on the original developer covering the entire subdivision. This new contract supersedes the Commercial Subdivision Contract dated June 26, 2007 between GRACE LAND DEVELOPMENT, LLC, and CITY OF BARTLETT.
2. **Fees:** All fees from the original subdivision contract with Grace Land Development, LLC will be carried forward to this contract, based upon the representation by Developer that it is legally entitled to such funds. Developer agrees to indemnify, defend and hold harmless the City, its agents, representatives, employees, attorneys, successors and assigns from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorneys' fees and litigation costs), for any type of claim arising out of or relating to the fees from the original subdivision contract.
3. **Bond:** A new Letter of Credit or other approved bond form on behalf of the new developer is required in the new bond amount noted in the Fee Schedule. Cost estimates within the bond have been re-evaluated/re-calculated by the City Engineer, resulting in the new bond amount.
4. **Remaining Work:** to date, no development improvements have been constructed. All remaining work in this subdivision shall be completed per the contract terms, unless otherwise noted herein. During a recent review of the drawings, it is noted that the Developer shall
 - a. re-evaluate the access provisions for Lot 1;
 - b. add sidewalks to the drawings along both street frontages
5. **Carry-Over Special Conditions:**
 - a. Per owner/developer, the existing 4-sign billboard shall be removed when either the Lot 1 or Lot 2 site plans begin improvements, whichever comes first. The billboard is in the way of the proposed/required detention basin and landscape screen.
 - b. The property owners association required in the original contract was superseded by delineating on the plat the maintenance responsibilities of each lot owner.

XVI

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

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

1. Water Plant Expansion (15% of Water Main Cost @ \$18,106.00)	\$ 2,716.00 .
2. a. Water System Engineering (6% of Water Main Cost @ \$)	\$ 1,086.00 .
b. Subdivision and site plan review fee @ \$175.00 per lot or 1.5% of public improvement cost, whichever is greater.	\$ 547.00 .
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.	\$ 39.00 .
4. Water Connection Fee @ \$2,300.00 per lot	\$ 6,900.00 .
5. City Subdivision Inspection (3%) of Development Cost or \$300.00 per lot which ever is greater	\$ 1,960.00 .
6. Cost of Water and Sewer Mains to the Subdivision	\$ -0- .
SEWER BASIN: SOUTH	
7. Sewer Connection Charge at Greater of either @ \$1750.00 per acre or \$25.00 Per Front Foot	\$ 9,950.00 .
8. Drainage Control Fee for those Lots not served by	
a Drainage control fee for those lot not served by a detention basin @ \$500.00 per half acre or fraction thereof.	\$ -0- .
b. Drainage control fee: FLETCHER for those lots served by a detention basin @ \$250.00 per half acre or fraction thereof.	\$ 2,750.00 .
SUBTOTAL	\$ 25,948.00 .
AMOUNT PAID IN ORIGINAL CONTRACT	\$ 25,948.00 .
TOTAL DUE I -	\$ 0.00 .

II. Due One Year After Date of Subdivision Contract or Before First Occupancy of Housing or Building.

1. Asphalt Paving Cost (Estimated Construction Cost) \$ -0-.2. Street Lights (Estimated at \$450.00 per Lot) \$ -0-.**TOTAL DUE II** \$ -0-.III. Upon Execution of Subdivision Contract and
Before Construction Begins (BOND AMOUNT) \$ **119,833.00**.

Attachment: forme886 -Grace Subdivision rev Dec 2014 (1410 : Grace Subdivision Contract)

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

CITY OF BARTLETT

DEVELOPER

TYPED OR PRINTED

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: forme886 -Grace Subdivision rev Dec 2014 (1410 : Grace Subdivision Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Bartlett Logistics Center Lot I Site Plan Contract.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and **WOLF LAKE LOGISTICS GP** hereinafter referred to as the
DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
June 2, 2014, approved the Site Plan, Grading, and Erosion Control Plans for **Bartlett Logistics
Center Lot 1 (Gordon Foods)** and established certain conditions for approval of this Site Plan,
Grading, and Erosion Control 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 Site Plan, Grading, and Erosion Control Plans
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 Site Plan, Grading, and Erosion Control Contract is entered into by the
CITY at the insistence 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 Site Plan, Grading, and Erosion

Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, 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 the proposed grading and erosion control measures 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 site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

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

7. 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 BOARD OF MAYOR AND ALDERMEN.

8. 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.

9. 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.

10. 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 site plan in accordance with the approved Master Plan, 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.

11. 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.

12. 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.

13. 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.

14. 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 sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, 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. Said plans 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, 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.

III

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 site plan. 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 and TDEC approval. All freshly excavated 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 site. 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. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures 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 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 property 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 site. 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 Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. 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 Plain 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.

3. 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.

4. 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.

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

6. 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 site plan, grading, and erosion control measures.

7. 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 grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. 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 erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents 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. 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.

4. That the DEVELOPER shall complete all improvements in this contract within 360 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.

VI

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 for said improvements 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 Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII**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:

1. The Developer has provided the City with a copy of their signed agreement relative to the Texas Gas Easement and improvement within it, and by acknowledgement on the plat (Owner's signature certification), the Developer has agreed to indemnify and hold the City of Bartlett harmless from any and all claims, actions, and judgments arising from and relating to the construction/improvements on and usage by us or our tenants relative to the area within the Texas Gas Easement and the 40' wide sanitary sewer easement on lot 1.

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
BARTLETT LOGISTICS CENTER, LOT 1 (GORDON FOODS)

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract
and before Construction Begins:

1 Water Plant Expansion (15% of Water Main Costs = 0)	\$ <u>0</u> .
2. Water System Engineering and Subdivision Review (6% of Water Main Cost)	\$ <u>0</u> .
3. Water Connection Fee @ \$2,000 per lot (residential) @ \$3,000 per lot (commercial)	\$ <u>0</u> .
4. City Water/Subdivision Inspection @ A. 3% of Development Cost \$1632 or B. \$300 per lot \$300 (whichever is greater) Development Cost = \$54,410	\$ <u>1,632</u> .
5. Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175 x 1 = 175 1.5 % x 54410 = 816	\$ <u>816</u> .
TOTAL DUE CITY	\$ <u>2,448</u> .

II. Upon Execution of Subdivision Contract and
Before Construction Begins

TOTAL BOND DUE - III \$ 54,410 .

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

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

CITY OF BARTLETT

DEVELOPER: Wolf Lake Logistics GP

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 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 Day 5K & 10K Runs.

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



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6462 STAGE ROAD
BARTLETT TN 38134
901-385-6425

3465 Kirby Whitten Pkwy
Address

38134
Zip Code

February 14, 2015
Dates of the Event

9:00 a.m. - 12:00 p.m.
Hours of the Event

St Valentine's Day 5K and 10K Run
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett Baptist Church
Property Owner

Shan Criswell (Singleton Community Center) 7266 Third
Special Event Permit Applicant Address of Applicant

385-5593
Phone Number

385-5597
Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

 Total

Shan Criswell (Tawny Walker)
Responsible Person

1/5/15
Date

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

APPROVAL

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

Special Event Checklist

Event: St Valentine's Day 5K and 10K Run
 Location: Bartlett Baptist Church 3465 Kirby Whitten
 Dates: February 14, 2015

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

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

☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.

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

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☒ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

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

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

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

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

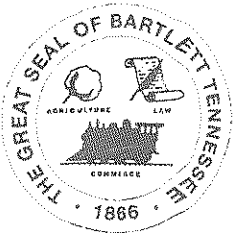
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

	OK ✓ or X	N/A		Comments
39		X	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		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	X		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	X		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44	X		c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45	X		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D. Thompson, Parks Director

TO: David Thompson
FROM: Shan Criswell *SC*
Cc: Mayor and Board of Alderman
DATE: December 10, 2014
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 14, 2015, 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 and 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.

December 10, 2014

Page 2

Couples Sweetheart Awards

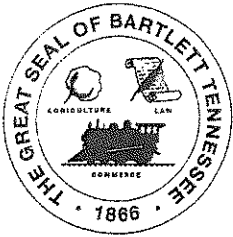
Overall Winner

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.



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D. Thompson, Parks Director

TO: Inspector Cox
Cc: David Thompson
FROM: Shan Criswell
DATE: December 10, 2014
RE: St. Valentine's Day 5K/10K Run

The date of this year's St. Valentine's Day 5K/10K Run is Saturday, February 14th. The race will begin and end in the Bartlett Baptist Church parking lot at 3465 Kirby Whitten Road. The race start time is 9:00 a.m. I am enclosing maps of the two courses. We are going to need traffic control in 7 areas but can possibly do it with six cars because one of the areas early in the 5K can easily move to the last area we need control in the 10K.

5K RACE

1. Yale and Kirby Whitten – Stay
2. Yale and Crossing Cove – Can move to 10K
3. Deermont and Altruria
4. Yale and Altruria – (May need 2)

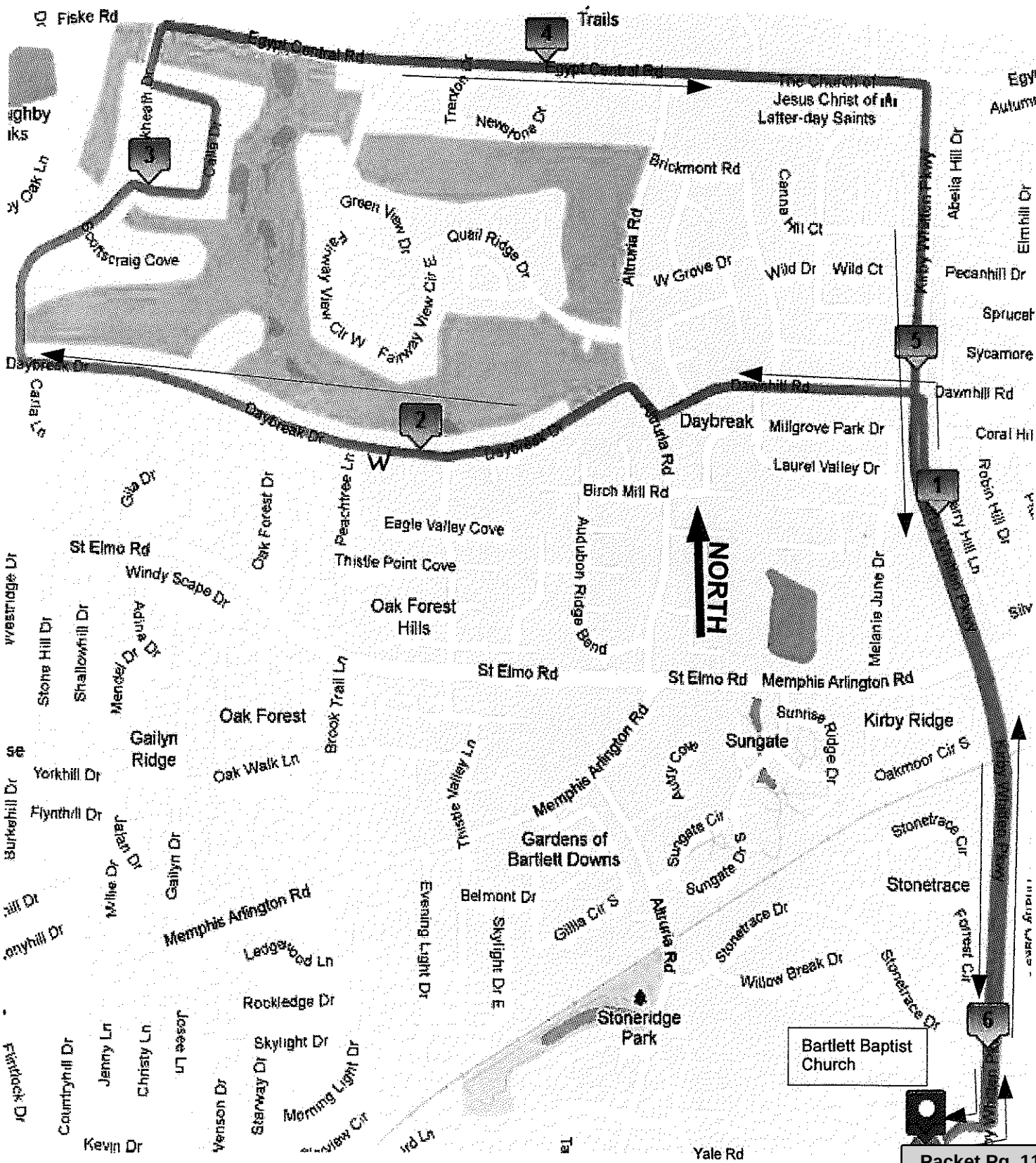
10K RACE

1. Memphis Arlington and Kirby Whitten – Stay – May need 2
2. Daybreak and Altruria
3. Altruria and Egypt Central (the Officer on the 5K at Yale and Crossing Cove can move to Altruria and Egypt Central because it is so early in the 5K. We are going to start the 5K five to ten minutes before the 10K giving the 5K runners plenty of time to clear out.

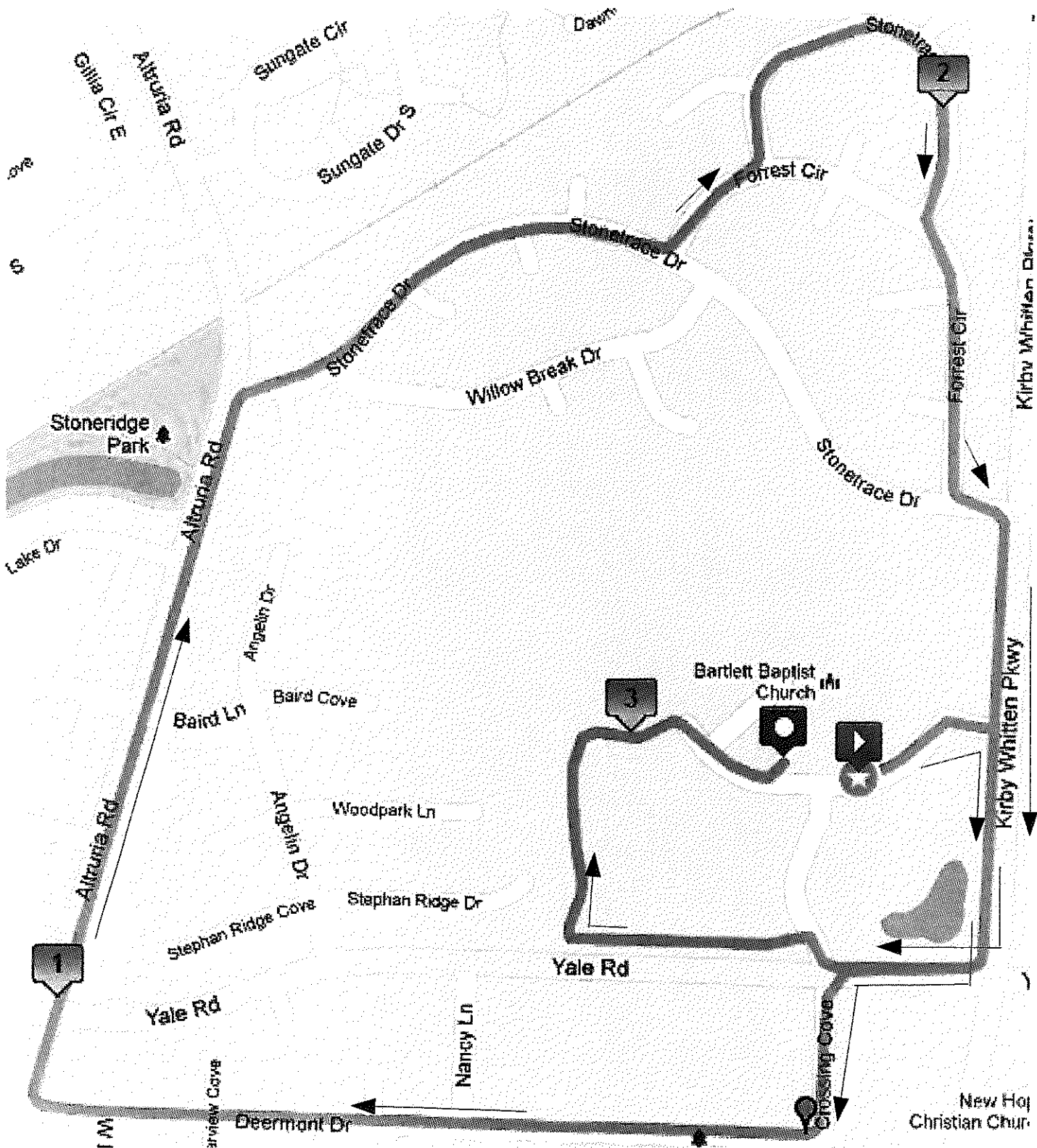
The Bartlett Police Department has always done such a fantastic job for us. I really appreciate your help and support.

Thanks!

**Bartlett Valentine 10K
TN13005MS**



Bartlett Valentine 5K Trial 14



Attachment: St Valentine Day 5K & 10K Run-2015 (1412 : St Valentine's Day 5K & 10K Run)

**Board of Mayor and Aldermen**

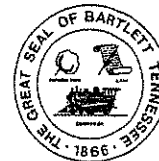
6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Winter Cross Country Series Run.

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



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6462 STAGE ROAD
BARTLETT TN 38134
901-385-6425

5760 Yale Rd Nesbit Park Address 38134 Zip Code

January 25 and February 8 2015 Dates of the Event 2:00 - 4:00 P.M. Hours of the Event

Cross Country Run Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett Property Owner

Memphis Runners Track Club P.O. Box 17981 Memphis, TN Special Event Permit Applicant Address of Applicant 38187-098

(901) 246-1565 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

\$64.00 Total

Michele Weir Responsible Person 12/12/14 Date

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

APPROVAL

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

Special Event Checklist

Event: Winter Cross Country Series
 Location: Nesbit Park 5760 Vale Rd
 Dates: January 25, 2015 and February 8, 2015
 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.	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.	Police notified
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			X	<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		X		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/29/2014

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

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

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C No. Ext): (260) 467-5689 FAX (A/C No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A National Casualty Company	11991
		INSURER B Nationwide Life Insurance Co.	66869
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015 \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		KRO-0000004913300	12/31/2014 12:01 A.M.	12/31/2015 12:01 A.M.	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ Legal Liability to Participate \$2,000,000					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		Abuse and Molestation			GENERAL AGGREGATE \$ UNLIMITED
	☒ POLICY ☐ PROJECT ☐ LOC		Aggregate \$5,000,000			PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		KRO-0000004913300	12/31/2014 12:01 A.M.	12/31/2015 12:01 A.M.	ABUSE & MOLESTATION \$ 500,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
B	Excess Medical & Accident (\$500 Deductible/Claim)		SPX-0000026656100	12/31/2014 12:01 A.M.	12/31/2015 12:01 A.M.	Excess Medical \$10,000
						AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 01/04/15 MRTC Winter Off Road Series, 3k INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: Terri Clarke; PO Box 17981, Memphis, TN 38002

CERTIFICATE HOLDER

CANCELLATION

01/14/15 City of Bartlett
 7266 Third Rd.
 Bartlett, TN 38135

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

AUTHORIZED REPRESENTATIVE

John Lefever/LIO

December 12, 2014

City of Bartlett
Parks Department
Attn: Shan Criswell
Bartlett, TN

Subject: Memphis Runners Track Club Winter Series

Dear Shan,

Memphis Runners Track Club would like to request the use of Nesbit Park to run two of our off-road foot races. The races are as follows:

- 5K Distance – Sunday, January 25 with a start time of 2pm
- 8K Distance – Sunday, February 8 with a start time of 2pm

We kindly request the use of a portion of the park's parking lot to set-up our race finish line, as well as the ability to locate four portable toilets on the gravel next to the parking lot.

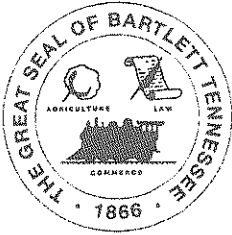
As always we sincerely appreciate your partnership and look forward to using the beautiful natural state park this Winter.

Warmest Regards,

Michele Weir

901-297-2471

Michweir67@gmail.com



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, *Mayor*
David D. Thompson, *Parks Director*

MEMORANDUM

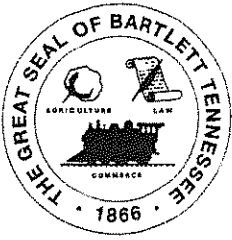
TO: David Thompson
FROM: Shan Criswell
DATE: December 12, 2014
RE: MRTC Winter Cross Country Series

The Memphis Runner's Track Club contacted me about their annual Winter Cross Country runs that are held at Nesbit Park. They are going to be held on Sunday, January 25 and February 8, 2015, at 2:00 p.m. pending board approval.

I am enclosing the contract, memos, maps and check for the Code Department.

Thanks.

Attachment: Winter Cross Country Series Run-2015 (1409 : Winter Cross Country Series Run)



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, *Mayor*
David D. Thompson, *Parks Director*

MEMORANDUM

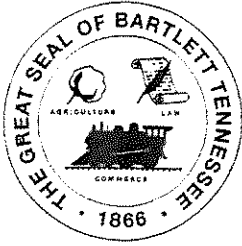
TO: Inspector Cox
FROM: Shan Criswell
DATE: December 12, 2014
RE: MRTC Winter Cross Country Series

The Memphis Runners Track Club will have their annual Winter Cross Country Series 5K and 8K runs on Sunday, January 25 and Sunday, February 8, 2015, at 2:00 p.m. pending board approval.

There are two places where traffic control would be needed. One is at the start of the race for less than 100 yards on Yale Road as they turn onto Memphis Arlington. The other is at Billy Maher and Memphis Arlington to block traffic until all runners enter the trail off Memphis Arlington. I am attaching a map. The officers would need to be there around 1:45 p.m. and should be through by 2:15 p.m.

Thank you in advance for your help.

Attachment: Winter Cross Country Series Run-2015 (1409 : Winter Cross Country Series Run)



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D Thompson, Parks Director

January 6, 2015

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

The Memphis Runners Track Club has requested to use Nesbit Park on Sunday, January 25, 2015, and Sunday, February 8, 2015, for their Cross-country trail event. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

Attachment: Winter Cross Country Series Run-2015 (1409 : Winter Cross Country Series Run)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for November 2014.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Bobby Simmons, Alderman**SECONDER:** Emily Elliott, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

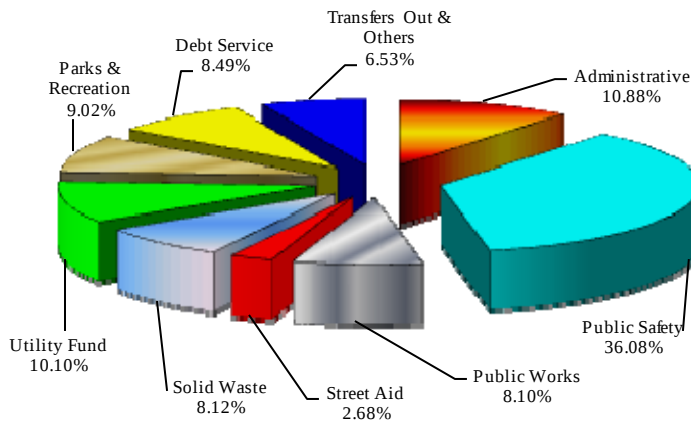


City of Bartlett

FINANCIAL REPORT

November 30, 2014

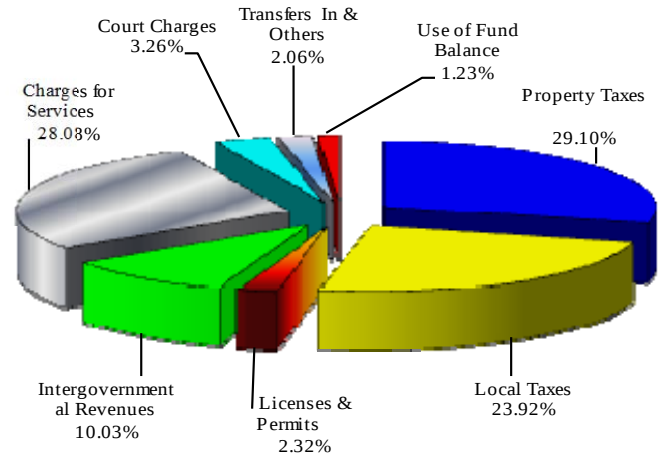
Total Expenditures, FY 2015 Budget: \$67,246,180



BUDGET HIGHLIGHTS

- June 30, 2014 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2014 year-end.
- Property tax bills were mailed in November and are due February 28.
- Delinquent 2013 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2015 Budget: \$67,246,180



FY 2015 YEAR-TO-DATE For The Period Ending November 30, 2014

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,916,138	\$ 2,445,322
Public Safety	23,631,223	9,683,335
Public Works	5,316,808	2,113,382
Parks and Recreation	5,416,283	2,119,751
Performing Arts	601,966	232,162
Transfers & Other Gen. Fund Items	3,628,392	2,208,193
Subtotal	\$ 45,510,810	\$ 18,802,145
General Fund Revenues		
Property Taxes	\$ 19,525,000	\$ 276,264
Local Taxes	12,981,750	3,062,016
Building and Development Fees	1,554,100	656,479
Intergovernmental	5,217,750	1,239,950
Charges for Services	3,882,184	1,325,429
Court Charges	1,950,000	610,568
Other Revenue	400,026	169,613
Subtotal	\$ 45,510,810	\$ 7,340,321
Special Rev. Funds -Expenditures	\$ 9,108,110	\$ 2,797,526
Special Rev. Funds -Revenues	\$ 9,108,110	\$ 3,206,416
Utility Expenses	\$ 8,550,300	\$ 3,374,013
Utility Revenues	\$ 8,550,300	\$ 3,870,232
Debt Service Expenditures	\$ 4,076,960	\$ 3,392,498
Debt Service Revenues	\$ 4,076,960	\$ 735,554
Total Expenditures	\$ 67,246,180	\$ 28,366,182
Total Revenues	\$ 67,246,180	\$ 15,152,522

Note: FY 2015 Adopted Budget includes use of fund balance in Special Revenue Funds and the Debt Service Fund.

Attachment: Nov14FinRpt (1406 : Treasurer's Report for November 2014)



City of Bartlett -- Financial Summary For The Period Ending November 30, 2014



	FY 2014 Unaudited Actual	FY 2015 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2014	Year-to-Date Actual FY 2015	Increase/ Decrease in \$	Percent of FY 2014 Actual	Percent of FY 2015 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,565,404	\$ 6,916,138	\$ 350,734	\$ 2,634,808	\$ 2,445,322	\$ (189,487)	40.13%	35.36%	-4.77%
Public Safety	23,175,343	23,631,223	455,880	9,751,323	9,683,335	(67,988)	42.08%	40.98%	-1.10%
Public Works	5,055,777	5,316,808	261,031	2,099,968	2,113,382	13,414	41.54%	39.75%	-1.79%
Parks and Recreation	4,986,291	5,422,843	436,552	2,153,496	2,119,751	(33,744)	43.19%	39.09%	-4.10%
Performing Arts	622,299	595,406	(26,893)	249,592	232,162	(17,430)	40.11%	38.99%	-1.12%
Transfers & Other Gen. Fund Items	4,194,840	3,628,392	(566,448)	1,466,783	2,208,193	741,410	34.97%	60.86%	25.89%
Total General Fund Expenditures	\$ 44,599,954	\$ 45,510,810	\$ 910,856	\$ 18,355,970	\$ 18,802,145	\$ 446,175	41.16%	41.31%	0.16%
General Fund Revenues									
Property Taxes	\$ 19,464,995	\$ 19,525,000	\$ 60,005	\$ 654,200	\$ 276,264	\$ (377,936)	3.36%	1.41%	-1.95%
Local Taxes	12,419,035	12,981,750	562,715	3,058,792	3,062,016	3,224	24.63%	23.59%	-1.04%
Building and Development Fees	1,575,298	1,554,100	(21,198)	574,967	656,479	81,512	36.50%	42.24%	5.74%
Intergovernmental	4,929,659	5,217,750	288,091	1,116,848	1,239,950	123,102	22.66%	23.76%	1.11%
Charges for Services	3,628,857	3,882,184	253,327	1,348,463	1,325,429	(23,034)	37.16%	34.14%	-3.02%
Court Charges	1,726,486	1,950,000	223,514	630,808	610,568	(20,240)	36.54%	31.31%	-5.23%
Other Revenue	364,176	400,026	35,850	125,810	169,613	43,804	34.55%	42.40%	7.85%
Total General Fund Revenues	\$ 44,108,506	\$ 45,510,810	\$ 1,402,304	\$ 7,509,888	\$ 7,340,321	\$ (169,568)	17.03%	16.13%	-0.90%
Special Revenue Funds									
Street Aid Fund	\$ 1,841,831	\$ 1,795,000	\$ (46,831)	\$ 714,835	\$ 511,630	\$ (203,205)	38.81%	28.50%	-10.31%
Solid Waste Fund	5,423,103	5,948,729	525,626	1,765,649	1,873,570	107,921	32.56%	31.50%	-1.06%
General Improvement Fund	609,039	640,000	30,961	227,591	283,114	55,522	37.37%	44.24%	6.87%
Drug Enforcement Fund	215,214	418,300	203,086	59,903	52,995	(6,908)	27.83%	12.67%	-15.17%
DEA Enforcement Fund	24,194	151,900	127,706	2,033	66,623	64,589	8.40%	43.86%	35.45%
Drainage Control Fund	100,468	119,181	18,713	38,010	48,473	10,462	37.83%	40.67%	2.84%
Park Improvement Fund	4,434	35,000	30,566	0	2,490	2,490	0.00%	0.00%	0.00%
Grant Funds	803,720	0	(803,720)	539,546	(41,366)	(580,912)	67.13%	0.00%	-67.13%
Special Revenue Funds - Expenditures	\$ 9,022,003	\$ 9,108,110	\$ 86,107	\$ 3,347,568	\$ 2,797,526	\$ (550,042)	37.10%	30.71%	-6.39%
Special Revenue Funds - Revenues	\$ 9,880,024	\$ 9,108,110	\$ (771,914)	\$ 3,722,321	\$ 3,206,416	\$ (515,905)	37.68%	35.20%	-2.47%
Utility Fund									
Total Utility Operations	\$ 5,475,801	\$ 6,773,156	\$ 1,297,355	\$ 2,268,688	\$ 1,987,778	\$ (280,910)	41.43%	29.35%	-12.08%
Total Utility Debt Expenses	1,585,829	1,616,206	30,377	1,286,901	1,386,235	99,333	81.15%	85.77%	4.62%
Contribution to Fund Balance	0	160,938	160,938	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,061,630	\$ 8,550,300	\$ 1,488,670	\$ 3,555,589	\$ 3,374,013	\$ (181,576)	50.35%	39.46%	-10.89%
Total Utility Revenues	\$ 8,475,689	\$ 8,550,300	\$ 74,611	\$ 3,850,608	\$ 3,870,232	\$ 19,624	45.43%	45.26%	-0.17%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,186,547	\$ 4,076,960	\$ (109,587)	\$ 3,462,477	\$ 3,392,498	\$ (69,979)	82.70%	83.21%	0.51%
Total Debt Service Revenues	\$ 3,953,958	\$ 4,076,960	\$ 123,002	\$ 705,702	\$ 735,554	\$ 29,852	17.85%	18.04%	0.19%
Total Expenditures	\$ 64,870,134	\$ 67,246,180	\$ 2,376,046	\$ 28,721,605	\$ 28,366,182	\$ (355,423)	44.28%	42.18%	-2.09%
Total Revenues	\$ 66,418,177	\$ 67,246,180	\$ 828,003	\$ 15,788,520	\$ 15,152,522	\$ (635,997)	23.77%	22.53%	-1.24%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 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.

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

BARTLETT ARTS COUNCIL

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Kinard, Christy	4179 Hidden Fern Lane N., 38135	922-8018 Work 428-4233 Cell	9/30/2016	New Appointment (replacing David Weimer)

COUNCIL MEMBER

APPOINTMENT

JANUARY 13, 2015

Attachment: Appointments to Boards--2015--Agenda (1407 : Appoint and re-appoint members to City's Boards and Commissions)

BOARD OF ZONING APPEALS

NAME	ADDRESS	PHONE #	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Abernathy, Russ	3841 Altruria Rd., 38135	372-3482 Home 729-8702 Work 484-2429 Cell	rabernathy@wkno.org Planning Commission Member	12/31/2017	Re-appoint
Jowers, Charles	4245 High Plains Rd., 38135	388-6805 Home 603-3501 Cell	chjjag@comcast.net Citizen Member	12/31/2017	Re-appoint

BPACC ADVISORY BOARD

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Levesque, John	6824 Forrest Circle Dr., 38135	372-8560 Home 854-1647 Work 412-6991 Cell	12/31/2017	Re-appoint
Robbins, Nevin	8740 Brunswick Forest Dr., 38133	372-4830 Home 490-3601 Cell	12/31/2017	Re-appoint
Smith, Shirley	6956 Deerfield Rd., 38135	386-6752 Home 481-5549 Cell	12/31/2017	Re-appoint

CITY BEAUTIFUL COMMISSION

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW / RE-APPOINT
Bledsoe, Joe	3523 Evening Light Dr., 38135	387-8516 Cell 922-8386 Work	12/31/2015	Re-appoint
Burross, Nancy	2448 W. Gemini Cv., 38134	388-9528 Home 493-3310 Cell	12/31/2015	Re-appoint
Crowder, Jim	3345 Venson Dr., 38134	258-8855 Home 867-2283 Work 233-5444 Cell	12/31/2015	New Appointment (replacing Lee Barclay)
Elliott, Denis	3400 Altruria Rd., 38135	373-4628 Home 487-3024 Cell	12/31/2015	Re-appoint
Ervin, Milton	6363 Eagle Valley Cove, 38135	386-0404 Home 327-8803 Work 603-4306 Cell	12/31/2015	New Appointment (replacing Angie Jade)
Horton, Louise	7107 Scepter Dr., 38135	222-2217 Work 833-3152 Cell	12/31/2015	Re-appoint
Keith, Donald	3463 Christy Lane, 38135	382-6295 Home 494-7367 Wife cell	12/31/2015	Re-appoint
Moore, Tommie Jean	6132 Ivanhoe Rd., 38134	937-1636 Home 355-8103 Cell	12/31/2015	Re-appoint
Parks, Kenneth (Chairman)	3757 Mendel, 38135	297-5360 Cell	12/31/2015	Re-appoint
Rieman, Laurie	2534 Honey Bee Ln., 38134	692-2291 Cell	12/31/2015	Re-appoint
Rieman, Tom	2534 Honey Bee Ln., 38134	386-7539 Cell	12/31/2015	Re-appoint
Ross, Debbie	3598 Stonehenge Cv., 38135	386-1749 Home 828-8366 Cell	12/31/2015	Re-appoint
Stanford, Anna	5158 Bluff Springs Cove Arlington, 38002	833-3731 Cell 448-8264 Work	12/31/2015	Re-appoint
Sykes, Jason	4118 Fairway View Cr. W., 38135	529-6351 Work 412-6852 Cell	12/31/2015	Re-appoint
Thompson, Danny	3808 Broadway Rd., 38135	388-4349 Home 573-3103 Cell	12/31/2015	New Appointment (replacing Juanita Long)
Ward-Jones, Jean	3918 Peachtree Lane, 38135	388-5382 Home 485-8185 Cell	12/31/2015	Re-appoint

DESIGN REVIEW COMMISSION

NAME	ADDRESS	PHONE #	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Briggs, Casper	7459 Overcreek Lane, 38133	870-2246 Cell 208-0755 Work Cell 683-3900 Work	Mechanical Engineer	12/31/2016	Re-appoint
Elliott, Emily Alderman Chairman	3400 Altruria Road Bartlett, TN 38135	373-4628 Home 372-4545 Work 383-0718 Cell	Alderman	12/31/2018	Re-appoint
Ozegovich, Joe	6851 Forrest Circle, 38135	612-0399 Home 262-4805 Work	Citizen position	12/31/2015	New Appointment (replacing Charles Jowers)
Rudd, Frederic	4993 Ashland Grove Arlington, 38002	266-1022 Home 289-2882 Cell 266-6013 Fax	Citizen Position	12/31/2016	Re-appoint
Triplett, Chris	6627 Clingmans Cove, 38135	373-6452 Home 755-7166 Work 356-9187 Cell	Registered Engineer	12/31/2016	Re-appoint
Whaley, Keith	3313 Hulon St., 38134	382-7673 Home 334-4743 Work 734-5321 Cell	Architect	12/31/2016	Re-appoint

FAMILY ASSISTANCE COMMISSION

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Evans, Vicky	3567 Stonehenge Cove S., 38135	484-7157 Cell	12/31/2017	Re-appoint
Farley, Michael	3918 Tamara Drive, 38135	937-8260 Home 874-4458 Work 413-8818 Cell	12/31/2017	Re-appoint

GRIEVANCE REVIEW BOARD

NAME	ADDRESS	PHONE #	FAX #	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Tawny Walker	12321 Dusty Field Rd. Arlington, TN 38002	385-6478 Work 867-8159 Home 634-4422 Cell	385-6405	Administrative Representative (Admin., Parks, Court, BPACC)	12/31/2015	Re-appoint
Lt. Craig Jones	30 Blackhill Cove Oakland, TN 38060	385-2626 Work 399-9404 Home 831-6722 Cell	385-9917	Public Safety Representative (Fire, EMS, Police, Codes)	12/31/2015	Re-appoint
Becky Bailey	5545 Pine Oak Lane Bartlett, TN 38135	385-6499 Work 338-3737 Cell	385-7021	Public Works/Utilities/Engineering Representative	12/31/2015	Re-appoint
Ted Archdeacon	4471 Sir Galahad Lane, 38135	388-2853 Home 208-1941 Cell		Citizen	12/31/2015	Re-appoint
Ted Rasbach	5964 Bridle Path Dr., 38134	388-0123 Home 335-1573 Cell		Citizen	12/31/2015	Re-appoint
Jack Young Alderman Position 5	3807 Gailyn Drive Bartlett, TN 38135	388-3603 Home 277-1864 Cell		Alderman	12/31/2015	Re-appoint

HISTORIC PRESERVATION COMMISSION

NAME	ADDRESS	PHONE #	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Bell, Carman	3101 Court St., 38134	483-7483 Cell	Member of Bartlett Historical Society	12/31/2019	Re-appoint

INDUSTRIAL DEVELOPMENT BOARD

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Allen, Randy	3443 Patricia Ellen Dr., 38133	388-5227 Home 569-1947 Cell	1/25/2019	Reappoint
Knipper, Joe	5695 Montpelier, 38134	372-3296 Home 372-1866 Work 626-4752 Cell	1/25/2019	Reappoint
Pruitt, Carolyn	5909 Blackwell, 38134	377-2221 Home 428-2221 Cell	1/25/2019	Reappoint

PARKS AND REC. ADVISORY BD.

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Lyon, Dennis	3869 Russell Court, 38135	377-9198 Home 529-2409 Work 299-6222 Cell	12/31/2017	Re-appoint
Young, Bobby	4059 High Plains Rd., 38135	382-1468 Home 490-0167 Cell	12/31/2017	Re-appoint

PENSION BOARD (Defined Benefits Plan)

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Rainey, Jay Retiree	6288 St. Elmo, 38135	388-0422 Home 299-4009 Cell	12/31/2018	Re-appoint
Wray, Darin Fire Dept. B.C.	35 Kent Lane, Eads, TN 38028	870-6510 Home 828-8334 Cell	12/31/2018	Re-appoint

THE RETIREMENT PLAN COMMITTEE
(Cash Balance Plan -- post July 1, 2014)

NAME	ADDRESS	PHONE #	E-MAIL	TERM EXPIRES
Canon, Inspector Dennis Police Dept. Inspector	8910 Jack Bond Rd., Arlington, 38002	829-2171 Home 385-5565 Work	inspdc@bartlettpolice.org	12/31/2016
Davidson, Aaron Public Works Employee	P.O. Box 277, Galloway, TN 38036	867-8305 Home 385-6489 Work	adavidson@cityofbartlett.org	12/31/2016
Lyon, Cathy Parks & Recreation Employee	3563 Cowdan Ave., Memphis, TN 38111	454-5891 Home 385-6469 Work	clyon@cityofbartlett.org	12/31/2016
Phebus, Dick Director of Finance	7585 Madison Woods Lane, Arlington, 38002	385-1060 Work 326-0926 Cell	dphebus@cityofbartlett.org	Permanent
Rainey, Jay Retiree	6288 St. Elmo, 38135	388-0422 Home 299-4009 Cell	JandJrainey@yahoo.com	12/31/2018
Voss, Peter Director of Personnel	4139 Blackheath Dr., 38135	385-5515 Work 388-6370 Home	pvooss@cityofbartlett.org	Permanent
Wray, Darin Fire Dept. B.C.	35 Kent Lane, Eads, TN 38028	870-6510 Home 828-8334 Cell	darinwray@cityofbartlett.org	12/31/2018
ADVISORS:				
Mr. Richard Ellis Pension Actuary	Ellis & Ward Consulting Group 985 Cordova Station #102 Cordova, TN 38018	756-9925	rellis@ellisbenefits.com	
Frank N. Stockdale Carney Pension Board Attorney	Evans/Petree, PC 1000 Ridgeway Loop Rd., Suite 200 Memphis, TN 38120	525-6781	fcarney@evanspetree.com	
Lauren Lowe/John Spagnola Financial Consultant	Public Financial Management, Inc. 530 Oak Court Dr., Suite 160 Memphis, TN 38117	682-8356	SpagnolaJ@pfm.com	

PLANNING COMMISSION

NAME	ADDRESS	PHONE #	TERM EXPIRES	NEW/ RE-APPOINT
Caughman, III James (Jay)	4140 Persimmon Hill Cv., 38135	377-5337 Home 261-4710 Work 262-8686 Cell	12/31/2017	Re-appoint
Kaiser, Paul	3323 Marcus Cove, 38134	382-6176 Home 385-8500 Work 409-3920 Cell	12/31/2017	Re-appoint
Lamb, James D.	4060 Bartlett Country Rd., 38135	388-7893 Home 409-7541 Cell	12/31/2017	Re-appoint



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/13/15 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Participate in FEMA's Hazardous Mitigation Program.

In May of 2010 and September of 2014, the City of Bartlett was impacted by flood events exceeding the 100 year storm intensity. These heavy rains caused flooding throughout the City. Two houses had flood insurance and flooded resulting in claims to the FEMA flood program. This FEMA Program is only open to homeowners with flood insurance and repetitive instances of flooding.

Because of the size of claims and the fact that there were repetitive losses in a 10-year period, the properties qualify for voluntary buyout by a federal hazardous mitigation program. This program will cover 75 percent of the cost, and the State will cover 12.5 percent of the cost. The remaining 12.5 percent would be a local match.

This local match can be paid by local governments, or like Lakeland and Williamson County, the local match could be deducted from the homeowner's equity payout.

There are two properties which currently qualify for this voluntary program buyout in which the City will be making applications to FEMA. They are:

<u>OWNER</u>	<u>ADDRESS</u>	<u>LOCAL MATCH</u>
Judy Bricknell	2810 Alfaree	\$18,562.50
William & Linda Ricci, Ph I	3673 Thistle Valley (phase I)	\$23,075.00

See map of home locations cross hatched.

The City will also be making application to modify the Ricci site, Phase 2, and construct a detention basin on that site once the house is torn down. The 12.5 percent local match for Phase 2 is estimated at \$12,500. This amount would be paid 100 percent by the City.

The Board has two decisions to make concerning these applications.

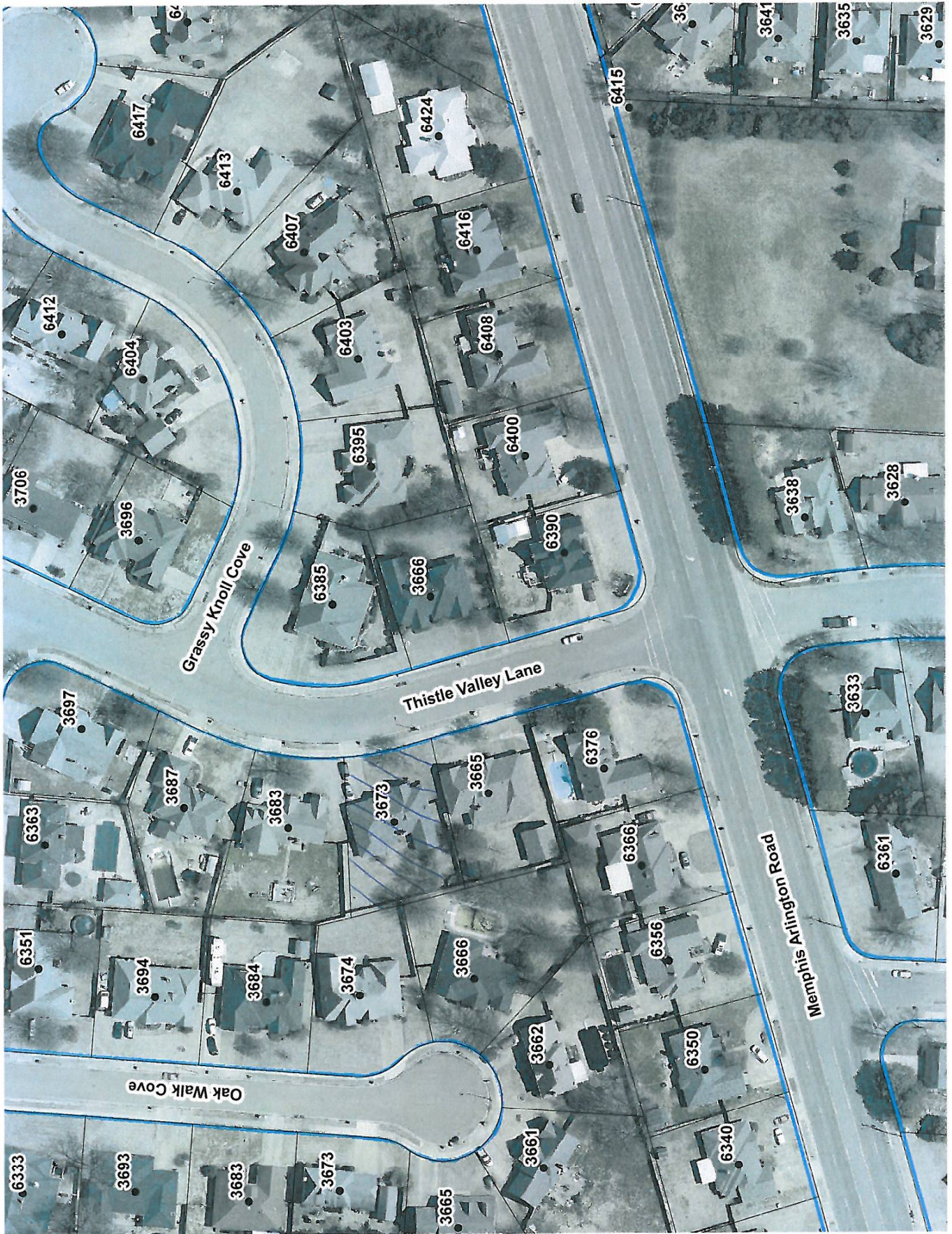
A commitment letter is required stating either the City will fund the 12.5 percent match or require the homeowners to fund the match from their equity. The combined 12.5 percent match would cost the City \$41,637.50, which is not a budgeted cost.

1) Choose to fund the match with City funds or require the owners to absorb the match with their equity.

2) The second requirement is to fund the \$12,500 match with City funds to construct the detention basin on the Ricci property purchased under Phase I of the grant. Please choose to

fund this or not.

RESULT: NO VOTE REQUIRED



Attachment: SKMBT_28315010614100.pdf (1411 : Repetitive Loss Grant)



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Appointment of City Officials.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

CITY OF BARTLETT APPOINTEES

7.3.a

Mark Brown	Chief Administrative Officer
Stefanie McGee	City Clerk
Jeanie Underwood	Mayor's Administrative Assistant
Jacque Gore	Director of Citizen Services
Debbie Gelineau	Director of Community Relations
Jim Brown	Director of Code Enforcement
Dick Phebus	Director of Finance
Peter Voss	Director of Personnel
Terry Emerick	Director of Planning & Economic Dev.
Kim Taylor	Deputy Director of Planning & Economic Dev.
Terry Wiggins	Fire Chief
Danny Baxter	Assistant Fire Chief
Gary Rikard	Police Chief
Glen Williamson	Assistant Police Chief
Steve Todd	Inspector
Dennis Canon	Inspector
Jeff Cox	Inspector
Bill Lloyd	Court Clerk
David Lakin	City Prosecutor
Rhea Clift	Assistant City Prosecutor
Ed McKenney	City Attorney
Bill Yearwood	Director of Public Works
Mike Adams	Assistant Director of Public Works
Rick McClanahan	Director of Engineering
Wade Towles	Assistant Director of Engineering
David Thompson	Director of Parks & Recreation
Shan Criswell	Assistant Director of Parks & Recreation
Ron Jewell	Director of Bartlett Performing Arts & Conf. Center

Attachment: Microsoft Word - Appointees (1413 : Appointment of City Officials.)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Swear-in City Officials.

RESULT: NO VOTE REQUIRED

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Appoint Vice Mayor.

RESULT: NO VOTE REQUIRED

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 01/13/15 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Stefanie McGee
Department Head: A. Keith McDonald

Elect Register.

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