



*City of Bartlett*  
A. Keith McDonald, Mayor

## **BOARD OF MAYOR AND ALDERMEN MEETING AGENDA**

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

### **INVOCATION**

Opening Prayer by David Smith, New Hope Christian Church

### **FUTURE MEETINGS**

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

Planning Commission, December 2 at 7 p.m.

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

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

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

### **RECOGNITIONS**

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

### **MINUTES ACCEPTANCE**

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

### **CONSENT AGENDA**

**1 Bid for paving several park walking trails. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting Gibson Paving as the most responsive and responsible bidder at a total cost of \$164,801.40.

Funds are available in Account 311.48311.780.51420.

**2 Bid for Bartlett Station Municipal Center Chapel Window Restoration. (Mark Brown, Chief Administrative Officer)**

Recommend accepting the lowest bid from Terry Bell Construction at a cost of \$102,777.00. Funds are available in Account 311.48311.780.10219.

**3 Commercial subdivision contract for Appling Crossing Re-subdivision of Lot 3. (John Horne, Assistant Director of Engineering)**

The developer, Boos Development Group Inc. will pay \$15,431.28 in City fees. The bond is set at \$135,421.00.

**4 Site plan contract for Pinnacle Bank - Bartlett. (John Horne, Assistant Director of Engineering)**

The developer, Pinnacle Financial Partners, will pay \$0.00 in City Fees. The Bond is set at \$25,241.21.

**NEW BUSINESS**

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

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

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

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

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

**OPEN DISCUSSION**

**ADJOURNMENT**



# *City of Bartlett*

*A. Keith McDonald, Mayor*

## **BOARD OF MAYOR AND ALDERMEN MEETING MINUTES**

**TUESDAY, NOVEMBER 12, 2019 - BARTLETT CITY HALL - 7:00 PM**

### **ATTENDANCE**

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

### **INVOCATION**

Opening Prayer by Mark Gates, Bartlett Baptist Church

### **FUTURE MEETINGS**

Parks and Recreation Advisory Board, November 14 at 7 p.m.

Historic Preservation Commission, November 18 at 7 p.m.

Bartlett Arts Council, November 19 at 6 p.m.

BPACC Advisory Board, November 19 at 6 p.m.

Design Review Commission, November 19 at 6:30 p.m.

Board of Education, November 21 at 7 p.m.

### **RECOGNITIONS**

#### **Shelby County Bicentennial Proclamation**

Shelby County Commissioner, Mick Wright read the Shelby County Government Joint Proclamation for Shelby County's Bicentennial Celebration to be held Sunday, November 24, 2019 at Hyde Lake in Shelby Farms Park. Mayor McDonald stated that the City of Bartlett would have a tent and encouraged all to attend.

#### **Fire Department Check Presentation to West Institute for Cancer Research**

Bartlett's Pink Heals Campaign raised \$4000 and Chief Wiggins presented Keri Burnette, Ruby Maclin and Valerie Matthews with the West Institute for Cancer Research with a check.

#### **Healthier Bartlett Marathon in a Month Presentation**

Sharon Fryman, Chairman of the Healthier Bartlett Foundation presented the City of Bartlett with a second place award for Marathon in a Month. The City had 281 participants and carried the State of Tennessee with 68 percent and won second place in the nation.

Minutes Acceptance: Minutes of Nov 12, 2019 7:00 PM (MINUTES ACCEPTANCE)

## **Historic Preservation Commission presentation of Community Arts and Culture Awards for Sue Griffith Coleman, Eva Webb Donaldson, and Jonathan K.T. Smith**

Kevin Quinn, Chairman of the Historic Preservation Commission presented the Community Arts and Culture Awards to Sue Coleman, Eva Webb Donaldson and posthumously to Jonathan K.T. Smith. Jack Coleman accepted the award for Mr. Smith.

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

### **MINUTES ACCEPTANCE**

#### **Minutes of the October 22, 2019 Board of Mayor and Aldermen Regular Meeting**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |
| <b>SECONDER:</b> | Emily Elliott, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

### **CONSENT AGENDA**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | W.C. Pleasant, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

- 1 Purchase of replacement desktop computers and monitors for Bartlett Library. (Dick Phebus, Director of Finance)**  
The IT Department has recommended purchasing replacement desktop computers and monitors for the Bartlett Library. Contract is with State of Tennessee. Purchase of 43 computers and 48 monitors for a total cost of \$40,420.00. Funds are available in the General Improvement Fund.
- 2 Bartlett Recreation Center Splash Pad repair. (Shan Criswell, Director of Parks and Recreation)**  
Recommend the selection of Great Southern Recreation as a sole source provider to repair the BRC Splash Pad at a cost of \$29,217.00. Funds are available in Account 311.48311.785.54320.
- 3 Bid for one Sport Utility Vehicle. (Terry Wiggins, Fire Chief)**  
Recommend accepting the lowest, qualified bid from Freeland Chevrolet at a cost of \$40,650.00. Funds are available in Account 311.48311.785.25720.

Minutes Acceptance: Minutes of Nov 12, 2019 7:00 PM (MINUTES ACCEPTANCE)

**4 Proposal for Installation of Electronic Card Reader Access and Security Camera Equipment in Jail and Communications. (Glen Williamson, Chief of Police)**

Recommend accepting the proposal from Interactive Security for Jail and Communications card reader door access and camera equipment at a cost of \$27,542. The City of Bartlett has a contract with Interactive Security. Funds are available in 311.48311.780.20520.

**5 Bid for three trailer mounted leaf collectors. (Matt Crenshaw, Assistant Director of Public Works)**

Recommend accepting the lowest bid from Southern Vac at a total cost of \$210,555.00. Funds are available in Account 122.48122.939.

**6 Bid for two automated side load refuse collection trucks. (Matt Crenshaw, Assistant Director of Public Works)**

Recommend accepting the lowest bid from Sansom Equipment Co. at a total cost of \$509,968.00. Funds are available in Account 122.48122.935.

**7 Bid for side load mini packer refuse truck. (Matt Crenshaw, Assistant Director of Public Works)**

Recommend accepting the sole bid from Sansom Equipment Co. at a total cost of \$155,924.30. Funds are available in Account 122.48122.935.

**8 Bid for tractor with front loader. (Matt Crenshaw, Assistant Director of Public Works)**

Recommend accepting the lowest bid from Wooten Tractor at a total cost of \$28,224.00. Funds are available in Account 311.48311.785.30720.

**9 Bid for two knuckleboom trash haulers. (Matt Crenshaw, Assistant Director of Public Works)**

Recommend accepting the lowest bid from River City Hydraulics at a total cost of \$288,452.00. Funds are available in Account 122.48122.935.

**10 Treasurer's Report for September 2019. (Dick Phebus, Director of Finance)**

|                           |              |
|---------------------------|--------------|
| Budgeted Expenditures     | \$84,600,177 |
| Year-to-date Expenditures | \$25,098,405 |
| Budgeted Revenues         | \$84,600,177 |
| Year-to-date Revenues     | \$ 9,688,841 |

**NEW BUSINESS****I Appoint Anna Brown to Beer Board. (A. Keith McDonald, Mayor)**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | David Parsons, Alderman                              |
| <b>SECONDER:</b> | W.C. Pleasant, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**2 Rebid to construct Fletcher Creek Greenway trail, Phase 2. (Rick McClanahan, Director of Engineering)**

Recommend accepting the lowest qualified bid for construction from Bell & Associates in the amount of \$935,662, plus a contingency of \$75,000, for a cost of \$1,010,662.00. Barge and Associates will perform the project's engineering and inspection for \$198,000. Phase 2's total cost should not exceed \$1,208,662.00. Funding is available in Account 311.48311.780.4512 and Account 311.48311.780.442.

Director of Engineering, Rick McClanahan explained that the Tennessee Department of Transportation had rejected the initial bid for failure to meet specifications thus the project had to be rebid.

Mayor McDonald reiterated that this was a rebid required by TDOT.

Alderman Parsons mentioned the \$1 million expense but stated that the cost to keep our city looking good and clean is necessary.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |
| <b>SECONDER:</b> | Emily Elliott, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**OPEN DISCUSSION**

Suzanne Coleman, 2454 Lacosta Dr., invited all to attend Small Business Saturday in conjunction with the Bartlett Station Commission on November 30, 2019. There will be a Candy Cane Run and prizes for those who visit participating shops.

**ADJOURNMENT**

Meeting adjourned at 7:25 PM

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

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A. Keith McDonald  
Mayor

Minutes Acceptance: Minutes of Nov 12, 2019 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 11/26/19 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

## Bid for paving several park walking trails.

On October 29, 2019, an ad was placed in *The Daily News*. On November 14, 2019, the City of Bartlett received three bids, which were opened at City Hall.

Recommend accepting Gibson Paving as the most responsive and responsible bidder at a total cost of \$164,801.40.

Bids were received from the following companies:

|                |              |
|----------------|--------------|
| Gibson Paving  | \$164,801.40 |
| Enscor         | \$157,177.81 |
| Wagner General | \$223,861.45 |

We recommend the bid be awarded to Gibson Paving for a total price of \$164,801.40.

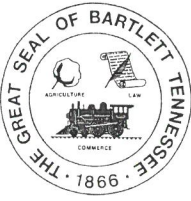
Funds are available in Account 311.48311.780.51420.

Thank you for your consideration.

| Item #          | Description              | Unit | Qty.     | Ensor     |            | Gibson Paving |            |
|-----------------|--------------------------|------|----------|-----------|------------|---------------|------------|
|                 |                          |      |          | Unit Cost | Total Cost | Unit Cost     | Total Cost |
| Municipal Park  |                          |      |          |           |            |               |            |
| 1               | Asphalt Paving (8' wide) | LF   | 3,134    | 11.50     | 36,041.00  | 11.60         | 36,354.40  |
| 2               | Crack Sealing            | LF   | 470      | 4.50      | 2,115.00   | 3.00          | 1,410.00   |
|                 |                          |      | Subtotal |           | 38,156.00  |               | 37,764.40  |
| Japanese Garden |                          |      |          |           |            |               |            |
| 1               | Asphalt Paving (6' wide) | LF   | 780      | 10.60     | 8,268.00   | 10.00         | 7,800.00   |
| 1               | Asphalt Paving (9' wide) | LF   | 20       | 36.00     | 720.00     | 12.00         | 240.00     |
| 2               | Crack Sealing            | LF   | 150      | 4.50      | 675.00     | 4.00          | 600.00     |
|                 |                          |      | Subtotal |           | 9,663.00   |               | 8,640.00   |
| Stoneridge Park |                          |      |          |           |            |               |            |
| 1               | Asphalt Paving (8' wide) | LF   | 4,569    | 10.60     | 48,431.40  | 12.00         | 54,828.00  |
| 2               | Crack Sealing            | LF   | 210      | 4.50      | 945.00     | 4.00          | 840.00     |
|                 |                          |      | Subtotal |           | 49,376.40  |               | 55,668.00  |
| Quailridge Park |                          |      |          |           |            |               |            |
| 1               | Asphalt Paving           | LF   | 2,193    | 12.50     | 27,412.50  | 13.00         | 28,509.00  |
| 2               | Crack Sealing            | LF   | 130      | 4.50      | 585.00     | 4.00          | 520.00     |
|                 |                          |      | Subtotal |           | 27,997.50  |               | 29,029.00  |
| Rivercrest Park |                          |      |          |           |            |               |            |
| 1               | Asphalt Paving (9' wide) | LF   | 41       | 52.00     | 2,132.00   | 85.00         | 3,485.00   |
| 2               | Crack Sealing            | LF   | 0        | 4.50      | 0.00       | 0.00          | 0.00       |
|                 |                          |      | Subtotal |           | 2,132.00   |               | 3,485.00   |
| Rockyford Park  |                          |      |          |           |            |               |            |
| 1               | Asphalt Paving (8' wide) | LF   | 1,941    | 13.26     | 25,737.66  | 13.00         | 25,233.00  |
| 1               | Asphalt Paving (4' wide) | LF   | 150      | 9.60      | 1,440.00   | 16.00         | 2,400.00   |
| 1               | Asphalt Paving (6' wide) | LF   | 153      | 14.25     | 2,180.25   | 14.00         | 2,142.00   |
| 2               | Crack Sealing            | LF   | 110      | 4.50      | 495.00     | 4.00          | 440.00     |
|                 |                          |      | Subtotal |           | 29,852.91  |               | 30,215.00  |
| Grand Total     |                          |      |          |           | 157,177.81 |               | 164,801.40 |

Wagner General  
**Unit Cost    Total Cost**

|       |                   |
|-------|-------------------|
| 15.80 | 49,517.20         |
| 9.96  | 4,681.20          |
|       | 54,198.40         |
| 18.56 | 14,476.80         |
| 17.72 | 354.40            |
| 11.38 | 1,707.00          |
|       | 16,538.20         |
| 15.58 | 71,185.02         |
| 10.84 | 2,276.40          |
|       | 73,461.42         |
| 16.73 | 36,688.89         |
| 10.44 | 1,357.20          |
|       | 38,046.09         |
| 75.19 | 3,082.79          |
| 0.00  | 0.00              |
|       | 3,082.79          |
| 16.70 | 32,414.70         |
| 15.95 | 2,392.50          |
| 15.95 | 2,440.35          |
| 11.70 | 1,287.00          |
|       | 38,534.55         |
|       | <b>223,861.45</b> |



# City of Bartlett

A. Keith McDonald, Mayor  
Shan Criswell, Parks Director

## MEMORANDUM

**TO:** Mayor A. Keith McDonald  
**CC:** Mark Brown  
**FROM:** Shan Criswell *SC*  
**RE:** Walking Path Re-Paving  
**DATE:** November 15, 2019

*Request approved  
A. Keith McDonald*

I would like to recommend the re-paving of the walking paths be awarded to Gibson Paving in the amount of \$164,801.40. Gibson Paving was not the low bid but past experience with asphalt paving from Ensco (the low bid), has made both Parks and Engineering not comfortable with awarding them the contract for the following reasons.

1. Ensco did not shoot proper grades or follow the plans on the parking lot for Freeman Park Phase II causing water to pool in numerous places. There were several areas upon inspection where the asphalt separated. Ensco did attempt to repair it but it barely passed.
2. On both of the walking paths between the field, grades were once again not shot accordingly to the plans. Both of them were wavy and did not drain to the trench drains. They did not meet ADA standards on any of the cross slopes. Ensco had to tear both of them out and re-do them. They were also very argumentative to Rick, Dean and myself when asked to fix any problems throughout the project. Gibson Paving did the walking path re-paving on our walking paths last year and did an exceptional job.

Funds for this project are available in 311.48311.780.51420.

I am including a few emails, pictures and one of the substantial completion reports. Thank you for your consideration.

Attachment: Walking paths (2729 : Asphalt Paving - Various Walking Paths)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 11/26/19 07:00 PM  
Department: Administration  
Category: Bid  
Prepared By: Penny Medlock  
Department Head: Mark Brown

## Bid for Bartlett Station Municipal Center Chapel Window Restoration.

On October 10, 2019 an ad was placed in *The Daily News*. On November 7, 2019, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

|                                  |              |
|----------------------------------|--------------|
| Terry Bell Construction          | \$102,777.00 |
| Wagner General Contractors, Inc. | \$104,000.00 |
| Barnes & Brower, Inc.            | \$162,793.00 |

We recommend the bid be awarded to Terry Bell Construction for a total price of \$102,777.00.

Funds are available in Account 311.48311.780.10219.

Thank you for your consideration.



November 18, 2019

Honorable Keith McDonald, Mayor,  
City Of Bartlett  
6400 Stage Road  
Bartlett, Tennessee 38134

RE: FY2020-10-030 Chapel Window Restoration

**A2H # 16328.07**

To The Honorable Keith McDonald, Mayor,

This is to inform you that the bids for the **FY2020 – 10 – 030 - Chapel Window Restoration** have been reviewed for completeness. We are recommending that **Terry Bell Construction. of Covington, Tennessee** be awarded the contract for the Total amount of **\$102,777.00**.

I am attaching the bid tabulation for your convenience.

Sincerely,

**A2H, Inc.**

A handwritten signature in blue ink, appearing to read 'Stan W. Rowland II', is written over the printed name.

Stan W. Rowland II, RA

Project Architect

Enclosure : Bid Opening Tabulation

Attachment: 2019.11.07-16384.07-Chapel Window Restoration Letter of Recommendation (2728 : BSMC Chapel Restoration)



## PROJECT

Name: Chapel Window Restoration - Bartlett Station  
Municipal Center  
A2H #: 16328.07  
A2H PM: Stan W. Rowland, II

November 7, 2019

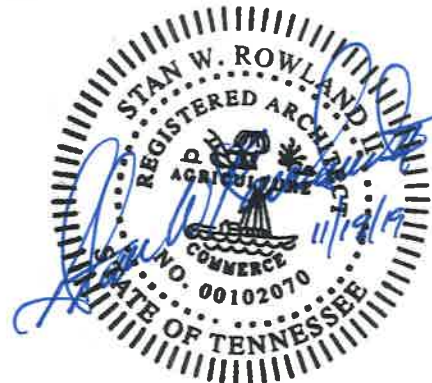
2:00 PM

City of Bartlett  
6400 Stage Road  
Bartlett, TN 38134-1148

|                     |                                                                 | BARNES & BROWER |             |              | TERRY BELL CONSTRUCTION |             |             | WAGNER GENERAL |             |             |
|---------------------|-----------------------------------------------------------------|-----------------|-------------|--------------|-------------------------|-------------|-------------|----------------|-------------|-------------|
| Item                | Description                                                     | Labor           | Material    | Sub-Total    | Labor                   | Material    | Sub-Total   | Labor          | Material    | Sub-Total   |
| 1                   | Carpentry / Repair                                              | \$42,462.00     | \$5,644.00  | \$48,106.00  | \$5,000.00              | \$1,000.00  | \$6,000.00  | \$6,500.00     | \$1,630.00  | \$8,130.00  |
| 2                   | Supply and Install Aluminum Clad Wood Window System             | \$18,172.00     | \$30,381.00 | \$48,553.00  | \$2,500.00              | \$18,500.00 | \$21,000.00 | \$2,560.00     | \$26,000.00 | \$28,560.00 |
| 3                   | Remove Interior Wood Trim, if required                          | \$2,863.00      | \$0.00      | \$2,863.00   | \$2,500.00              | \$0.00      | \$2,500.00  | \$800.00       | \$250.00    | \$1,050.00  |
| 4                   | Install Interior Wood Trim, if required                         | \$6,737.00      | \$21,966.00 | \$28,703.00  | \$5,000.00              | \$5,000.00  | \$10,000.00 | \$2,000.00     | \$1,060.00  | \$3,060.00  |
| 5                   | Remove Stained Glass Windows                                    | \$6,370.00      | \$1,111.00  | \$7,481.00   | \$5,000.00              | \$1,000.00  | \$6,000.00  | \$15,000.00    | \$600.00    | \$15,600.00 |
| 6                   | Repair Stained Glass Windows                                    | \$23,018.00     | \$0.00      | \$23,018.00  | \$22,500.00             | \$0.00      | \$22,500.00 | \$27,000.00    | \$5,000.00  | \$32,000.00 |
| 7                   | Install Repaired Stained Glass Windows                          | \$4,069.00      | \$0.00      | \$4,069.00   | \$5,000.00              | \$1,000.00  | \$6,000.00  | \$15,000.00    | \$600.00    | \$15,600.00 |
|                     | Miscellaneous Items                                             |                 |             |              |                         |             | \$28,777.00 |                |             |             |
| TOTALS              |                                                                 |                 |             | \$162,793.00 | \$102,777.00            |             |             | \$104,000.00   |             |             |
| DEDUCTIVE ALTERNATE |                                                                 |                 |             |              |                         |             |             |                |             |             |
| Item                | Description                                                     | Labor           | Material    | Total        | Labor                   | Material    | Total       | Labor          | Material    | Total       |
| 1                   | Leave existing interior wood trim in place (above items #3 & 4) | \$9,600.00      | \$21,966.00 | \$31,566.00  | \$7,500.00              | \$5,000.00  | \$12,500.00 | \$2,800.00     | \$1,310.00  | \$4,110.00  |
|                     | TOTALS WITH DEDUCTIVE ALTERNATE                                 | \$131,227.00    |             |              | \$90,277.00             |             |             | \$99,890.00    |             |             |

I hereby certify that the above Lump Sum Bid Tabulation is true and correct to the best of my knowledge.

Stan W. Rowland II, RA  
Project Architect



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED**

Meeting: 11/26/19 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

**AGENDA ITEM**

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**Commercial subdivision contract for Applying Crossing Re-subdivision of Lot 3.**

## COMMERCIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and BOOS DEVELOPMENT GROUP INC. hereinafter referred to as the DEVELOPER.

### WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of AUGUST 5, 2019, approved the Commercial Subdivision for APPLING CROSSING RE-SUBDIVISION OF LOT 3, and established certain conditions for approval of this Commercial Subdivision 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 Regulation 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 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 Construction Plans, 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:

**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 Construction 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-gradable 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 Constructions 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.

**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. 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. This subdivision is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.

## VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR: **BOOS DEVELOPMENT GROUP INC.**

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

- |    |                                                                                                                                                                                                     |                          |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1. | Water Plant Expansion<br>@ 15% of Water Main Cost<br>( Water Main Cost = \$15,773.00 )                                                                                                              | <b><u>\$2,365.95</u></b> |
| 2. | a. 'Water System Engineering and<br>Subdivision Review @)<br>6% of Water Main Cost \$15,773.00                                                                                                      | <b><u>\$946.38</u></b>   |
|    | b. Subdivision and Site Plan Review Fee<br>@ \$175 per lot or 1.5% of Public<br>Improvement Cost, whichever is greater<br>\$175 x 2 = \$ 350.00<br>1.5% of \$135,421.00 \$2,031.32                  | <b><u>\$2,031.32</u></b> |
| 3  | Sewer Review Fee - \$10 per lot or \$25 per 250 feet<br>of sewer line extension (whichever is greater)<br>Minimum charge of \$25 per contract<br>\$10.00 implies \$20.00<br>\$25.00 implies \$25.00 | <b><u>\$25.00</u></b>    |
| 4  | Water Connection Fee<br>@ \$3,000.00 per service (1) Domestic, (1) Irrigation<br>2                                                                                                                  | <b><u>\$6,000.00</u></b> |
| 5  | City Site Plan Inspection @<br>A: 3% of Development Cost \$4,062.63<br>or B: \$300.00 per Lot, \$600.00<br>Whichever is greater<br>Development Cost = \$135,421.00                                  | <b><u>\$4,062.63</u></b> |
| 6  | Cost of Water and Sewer Mains to the Subdivision                                                                                                                                                    |                          |

## SEWER BASIN: SOUTH

|   |                                                                   |                         |
|---|-------------------------------------------------------------------|-------------------------|
| 7 | Sewer Connection Charge at Greater<br>of either @ \$2333 per acre | 2.12 Acres (Total Site) |
|   | \$ 4,945.96                                                       | \$4,945.96              |
|   | (or) \$33 per Front Foot x 610'                                   | \$20,130.00             |

**Previously Paid \***

## DRAINAGE BASIN: SOUTH

- 8 a. 'Drainage Control Fee for those lots  
not served by a Detention Basin at \$500.00 per half acre or fraction thereof  
(in multiples of \$500)

- b. 'Drainage Control Fee for those lots  
served by a Detention Basin at \$250 per half acre or fraction thereof  
(in multiples of \$250)

2.52 Acres Detained \$ 1,500.00

**Previously Paid \***

- 9 City portion of Water Improvements N/A

**TOTAL DUE CITY \$15,431.28**

II. Due after date of Subdivision Contract and within 30 days  
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost) \$ -

2. Street Light (Estimated) \$ -

**TOTAL DUE II \$ -**

III. Upon Execution of Subdivision Contract and  
Before Construction Begins 100% of Development Cost

**BOND \$135,421.00**

\* Fee previously paid under the development of Appling Crossing Subdivision.

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

Bartlett, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
A. Keith McDonald  
MAYOR, CITY OF BARTLETT

DEVELOPER: BOOS DEVELOPMENT GROUP INC.

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

**SCHEDULED****AGENDA ITEM**

Meeting: 11/26/19 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

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**Site plan contract for Pinnacle Bank - Bartlett.**

## SITE PLAN CONTRACT

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to  
as the CITY and PINNACLE FINANCIAL PARTNERS hereinafter referred to as the  
DEVELOPER.

### W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of  
AUGUST 5, 2019, approved the Site Plan for PINNACLE BANK - BARTLETT, and  
established certain conditions for approval of this Site Plan 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 Plans, 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-gradable 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 Constructions 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.

**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. 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. This subdivision is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.

## VIII

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

## PINNACLE FINANCIAL PARTNERS

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

- |    |                                                                                                                                                                                                     |                          |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1. | Water Plant Expansion<br>@ 15% of Water Main Cost<br>( Water Main Cost = \$0.00 )                                                                                                                   | <u>Previously Paid *</u> |
| 2. | a. 'Water System Engineering and<br>Subdivision Review @)<br>6% of Water Main Cost \$0.00                                                                                                           | <u>Previously Paid *</u> |
|    | b. Subdivision and Site Plan Review Fee<br>@ \$175 per lot or 1.5% of Public<br>Improvement Cost, whichever is greater<br>\$175 x 2 = \$ 350.00<br>1.5% of \$25,241.21 \$378.62                     | <u>Previously Paid *</u> |
| 3  | Sewer Review Fee - \$10 per lot or \$25 per 250 feet<br>of sewer line extension (whichever is greater)<br>Minimum charge of \$25 per contract<br>\$10.00 implies \$20.00<br>\$25.00 implies \$25.00 | <u>Previously Paid *</u> |
| 4  | Water Connection Fee<br>@ \$3,000.00 per service (1) Domestic, (1) Irrigation<br>2                                                                                                                  | <u>Previously Paid *</u> |
| 5  | City Site Plan Inspection @<br>A: 3% of Development Cost \$757.24<br>or B: \$300.00 per Lot, \$600.00<br>Whichever is greater<br>Development Cost = \$25,241.21                                     | <u>Previously Paid *</u> |
| 6  | Cost of Water and Sewer Mains to the Subdivision                                                                                                                                                    |                          |

Attachment: PINNACLE- SITE PLAN CONTRACT 11-18-19 (2727 : Pinnacle Bank- Bartlett Site Plan Contract)

## SEWER BASIN: SOUTH

|   |                                                                   |                         |
|---|-------------------------------------------------------------------|-------------------------|
| 7 | Sewer Connection Charge at Greater<br>of either @ \$2333 per acre | 1.13 Acres (Total Site) |
|   | \$ 2,636.29                                                       | \$2,636.29              |
|   | (or) \$33 per Front Foot x 180'                                   | \$5,940.00              |

**Previously Paid \***

## DRAINAGE BASIN: SOUTH

- 8 a. 'Drainage Control Fee for those lots  
not served by a Detention Basin at \$500.00 per half acre or fraction thereof  
(in multiples of \$500)

- b. 'Drainage Control Fee for those lots  
served by a Detention Basin at \$250 per half acre or fraction thereof  
(in multiples of \$250)

1.13 Acres Detained \$ 750.00

**Previously Paid \***

- 9 City portion of Water Improvements N/A

**TOTAL DUE CITY \$0.00**

II. Due after date of Subdivision Contract and within 30 days  
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost) \$ -

2. Street Light (Estimated) \$ -

**TOTAL DUE II \$ -**

III. Upon Execution of Subdivision Contract and  
Before Construction Begins 100% of Development Cost

**BOND\*\* \$25,241.21**

\* Fee previously paid under the development of Whitten Lakes Re-Subdivision of Lot 3.

\*\* Bond based on cost of sewer lift station.

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

Bartlett, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
A. Keith McDonald  
MAYOR, CITY OF BARTLETT

DEVELOPER: PINNACLE FINANCIAL PARTNERS

By: \_\_\_\_\_

Printed Name: Michelle Sweeney

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BONDING COMPANY

\_\_\_\_\_  
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: \_\_\_\_\_  
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN \_\_\_\_\_

Attachment: PINNACLE- SITE PLAN CONTRACT 11-18-19 (2727 : Pinnacle Bank- Bartlett Site Plan Contract)

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/26/19 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

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**Appoint Steve Sones as Assistant Police Chief, effective  
January 4, 2020.**

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/26/19 07:00 PM  
Department: Board of Mayor and Aldermen  
Category: Appointment  
Prepared By: Penny Medlock  
Department Head: A. Keith McDonald

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## **Appoint Chris Page as Chief Inspector for Police, effective January 4, 2020.**

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/26/19 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

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## **Appoint Paul Wright as Assistant Director of Parks and Recreation, effective January 1, 2020.**



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

## SCHEDULED

### RESOLUTION (ID # 2721)

Meeting: 11/26/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2721

## Resolution 36-19, a resolution to amend the Fiscal Year 2020 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund.

**WHEREAS**, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund budget and other School Special Revenue Fund budgets, as amended; and

**WHEREAS**, the Bartlett City Board of Education, using Resolution 7-2, has approved a budget amendment to its FY2020 Education Capital Projects Fund and its FY2020 General Purpose School Fund on October 24, 2019 by \$31,000 for the purpose of turf and netting at the indoor hitting facility at Freeman Park; and

**WHEREAS**, resolution 7-2 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

**NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that** the amendments to the FY2020 Education Capital Projects Fund Budget and the FY2020 General Purpose School Fund of the Bartlett City Board of Education are approved.

**Adopted this day of November 26, 2019**

\_\_\_\_\_  
W.C. Pleasant, Register to the

\_\_\_\_\_  
A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: \_\_\_\_\_

Penny Medlock, City Clerk



## RESOLUTION 7-2

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2019-2020 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the General Purpose Fund Budget and Education Capital Projects Fund Budget change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the Education Capital Projects Fund Budget for the 2019-2020 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

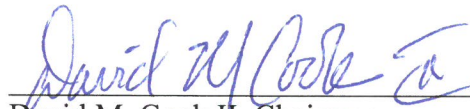
|                                                                                                    |                        |
|----------------------------------------------------------------------------------------------------|------------------------|
| <b>2019-20 GENERAL PURPOSE FUND BUDGET FUND BALANCE</b>                                            | <b>\$34,788,837.93</b> |
| General Purpose Fund balance is amended in the following category:                                 |                        |
|                                                                                                    |                        |
| 141-34555-00000-000-0000-0000 Fund Balance is amended from \$34,788,837.93 to \$34,757,837.93      | (\$31,000)             |
|                                                                                                    |                        |
| <b>Amended General Purpose Fund Balance</b>                                                        | <b>\$34,757,837.93</b> |
|                                                                                                    |                        |
| <b>2019-20 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES</b>                                     | <b>\$2,288,500</b>     |
| Revenues are amended in the following categories:                                                  |                        |
|                                                                                                    |                        |
| 177-49800-00000-000-0000-5019 Transfer In from General Fund is amended from \$500,000 to \$531,000 | \$31,000               |
|                                                                                                    |                        |
| <b>Amended 2019-20 Education Capital Projects Fund Budget Revenues</b>                             | <b>\$2,319,500</b>     |
|                                                                                                    |                        |
| <b>2019-20 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES</b>                                 | <b>\$2,288,500</b>     |
| Expenditures are amended in the following categories:                                              |                        |

|                                                                                |                    |
|--------------------------------------------------------------------------------|--------------------|
| 177-91300-72400-000-0000-5019 Site Development is amended from \$0 to \$31,000 | \$31,000           |
| <b>Amended 2019-20 Education Capital Projects Fund Budget Expenditures</b>     | <b>\$2,319,500</b> |

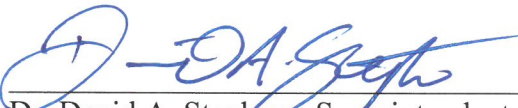
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective October 24, 2019 from and after its adoption by the Bartlett City Board of Education.

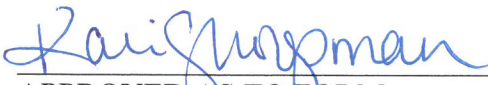
Adopted this 24 day of October, 2019.



David M. Cook II, Chairman  
Bartlett City Board of Education



Dr. David A. Stephens, Superintendent  
Bartlett City Board of Education



APPROVED AS TO FORM:  
Kari Shoopman, General Counsel



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### RESOLUTION (ID # 2730)

Meeting: 11/26/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2730

## Resolution 37-19, a resolution authorizing the City of Bartlett to participate in the Public Entity Partners' property conservation matching grant program.

**WHEREAS**, the citizens of the City of Bartlett have entrusted this administration with the care and custody of city-owned property; and

**WHEREAS**, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Bartlett; and

**WHEREAS**, Public Entity Partners seeks to encourage with property coverage to develop and implement a property conservation program by offering the *Property Conservation Matching Grant Program*; and

**WHEREAS**, the City of Bartlett now seeks to participate in this important program.

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

SECTION 1. That the City of Bartlett is hereby authorized to submit application for the *Property Conservation Matching Grant Program* through the loss control department of Public Entity Partners.

SECTION 2. That the City of Bartlett is further authorized to provide a matching sum for any monies provided by this grant.

**Adopted this day of November 26, 2019**

\_\_\_\_\_  
W.C. Pleasant, Register to the

\_\_\_\_\_  
A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: \_\_\_\_\_

Penny Medlock, City Clerk