



ORDINANCE NO: **5506**

AN ORDINANCE TO AMEND CHAPTER 2, CODE OF ORDINANCES, CITY OF MEMPHIS, BY AMENDING SECTION 2-228 (ASPHALTIC BINDER PAVING OF STREETS CONSTRUCTED AS PART OF STANDARD IMPROVEMENT CONTRACTS; COSTS.)

WHEREAS, the Memphis City Council adopted Ordinance #5271 on September 26, 2008, requiring that the Developer of lands within the City of Memphis shall be responsible for the costs of placing the asphaltic binder paving, surface course paving and street striping on streets constructed as part of a standard improvement contract; and

WHEREAS, it is necessary to modify the required minimum bond amount and warranty period to be provided by the Developer as originally adopted so as to be consistent with the bond amounts and warranty periods required by Shelby County.

NOW THEREFORE,

SECTION 1: BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS,

That Chapter 2, Code of Ordinances, City of Memphis, be and the same is hereby amended as follows:

By replacing Section 2-228(a), Asphaltic Binder Pavement of streets constructed as part of standard improvement contracts; costs, with the following language:

- (a) The Developer entering into a standard improvement contract with the City of Memphis shall be responsible for bearing the full expense of the asphaltic binder, surface course paving and striping on all streets located within the city limits of Memphis which are required to be constructed, widened, improved, modified or adjusted by the Developer as a part of the standard improvement contract as prescribed below.
 - (1) All paving materials, pavement markings and construction methods shall meet the requirements of the standard construction specifications of the City of Memphis and the plans approved by the City Engineer.
 - (2) The thickness, width and type of base material shall meet the requirements of the Memphis and Shelby County Unified Development Code and the Standard Construction Specifications of the City of Memphis Division of Engineering for each type and

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classification of street unless an alternative base material is approved by the City Engineer.

- (3) a. Upon satisfactory completion of all other work required in the standard improvement contract, and after supplying the City Engineer with standard density test data provided by an independent soils testing laboratory, the Developer shall pave each street specified in the contract with an asphaltic binder, one and one-half (1 ½) inches thick.
 - b. Upon satisfactory inspection of the asphaltic binder course by the City of Memphis, the Developer shall pave each street specified in the contract with the surface course, one and one-half (1 ½) inches thick; unless otherwise specified by the approved engineering plans.
 - c. If a pavement marking plan is required by the City Engineer, the developer shall install all pavement markings on each street in accordance with the approved engineering plans.
- (4) No contract for subdivision development improvements shall be accepted by the Memphis City Council until such time as the Developer has posted a performance bond for ten percent (10%) of the value of the public infrastructure improvements required herein. Said performance bond shall remain in force through the Warranty Period, as described in Section 5.
- (5) All standard improvement contracts and other contracts providing for the construction of roads to be maintained by the City of Memphis shall require the Developer to provide a one-year bonded warranty for ten percent (10%) of the value of all labor and materials installed within the dedicated right-of-way for roadway pavement, drainage structures, sanitary sewer house connections and other improvements provided by the Developer. The warranty is to be provided for the purpose of repairing failures to listed improvements that occur during the Warranty Period due to construction damage, defects in materials and workmanship, including, but not limited to, backfill and sub-grade compaction. All such repairs shall be at the Developer's sole expense. The warranty to be provided pursuant to this section shall not extend to deficiencies arising from earthquake, flood and other natural catastrophes, acts of God or any other occurrences for which the Developer cannot reasonably be held responsible. The one-year period (the Warranty Period) will begin upon acceptance by the Memphis City Council of all improvements completed by the Developer. The value of the bond supplied during the Warranty Period shall be equal to ten percent (10%) of the value all labor and materials installed within the dedicated right-of-way for roadway pavement, drainage structures, sanitary sewer house connections and other improvements provided by the Developer (the Warranty Bond). The warranty shall require the Developer to rectify all deficiencies that subsequently occur in the pavement, sub-grade compaction or utilities construction within the right-of-way within seven (7) working

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days of having been notified by the City of Memphis Division of Public Works that deficiencies exist. Developer shall immediately repair and otherwise rectify any and all deficiencies to the satisfaction of the City Engineer. Upon expiration of the Warranty Period, the Developer shall request a final inspection from the City Engineer. A written report of such inspection, outlining items to be repaired, shall be delivered to the Developer within seven (7) working days after the Developer's request. Developer will promptly make any and all corrections required to the work and notify the City Engineer when such work is ready for re-inspection. When the City Engineer determines by such inspection that the roadway system and all appurtenances are in good condition, the Paving Bond shall be released.

- (6) The following timetable shall apply to the implementation of the paving requirements set forth herein:
- (a) For all unexpired standard improvement contracts entered into between the City of Memphis and the Developer before the effective date of this Ordinance, pavement standards stated in such contract shall remain in force.
 - (b) For all standard improvement contracts entered into between the City of Memphis and Developer before the effective date of this Ordinance, but which contracts have expired, a contract extension will not be approved without an accompanying amendment that complies with the requirements outlined herein.
 - (c) For all subdivision improvement contracts entered into between the City of Memphis and Developer after the effective date of this Ordinance, the requirements herein apply in full.

SECTION 2: BE IT FURTHER ORDAINED, That the remaining provisions of Section 2-228 shall remain in full force and effect.

SECTION 3: BE IT FURTHER ORDAINED, That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 4: BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

THE FOREGOING ORDINANCE

5506 PASSED

1st Reading 4-16-2013

2nd Reading 5-27-2013

3rd Reading 5-21-2013

Approved *Edmunds*

Chairman of Council

Date Signed: 4/4/2013

Approved: *[Signature]*

Mayor, City of Memphis

Date Signed: 6/17/13

I hereby certify that the foregoing is a true

copy, and said document was adopted by the

Council of the City of Memphis as above in-

dictated and approved by the Mayor.

Valerie C. Sipes

Comptroller