



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, NOVEMBER 10, 2020 - CONFERENCE CALL - 6:00 PM

Due to the COVID-19 Global Pandemic, the Board of Mayor and Aldermen will meet electronically in November and December of 2020. These meetings will follow T.C.A. 8-44-102, and Governor Bill Lee's Executive Order No. 65, extending Order No. 16 regarding the Tennessee Open Meetings Act. To submit a comment to be read at the meeting, please email Penny Medlock at pmedlock@cityofbartlett.org and provide your name and address by Monday, 5 p.m. prior to the Tuesday meetings. These meetings will be broadcast live on the City's Facebook page. Minutes and recordings will be posted within two days of the meeting on the City's website.

INVOCATION

Opening Prayer by Alderman Jack Young

FUTURE MEETINGS

Parks and Recreation Advisory Board, November 12 at 7 p.m.

Bartlett Arts Council, November 17 at 6 p.m.

Beer Board, December 1 at 6 p.m.

Bartlett Station Commission, December 2 at 7:30 a.m.

City Beautiful Commission, December 3 at 6:30 p.m.

Family Assistance Commission, December 7 at 6 p.m.

RECOGNITIONS

Official Business of the Day

VIRTUAL MEETINGS CONTINUATION

Virtual Board of Mayor and Aldermen meetings and Boards and Commissions meetings during the months of November and December. (A. Keith McDonald, Mayor)

MINUTES ACCEPTANCE

Minutes of the October 27, 2020 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

1. Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road.
2. Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee.
3. Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road. (Kim Taylor, Director of Planning and Economic Development)**
- 2 **Third Reading of Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**
- 3 **Third Reading of Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**
- 4 **Second Reading of Ordinance 20-08, an ordinance amending Title 20, Chapter 1, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer).** The public hearing is set for December 8, 2020.

CONSENT AGENDA

- 1 **Special event permit for Christmas in Bartlett, Market & Festivities. (Jim Brown, Director of Code Enforcement)**

The event will be held on Friday, December 11 from 4:00 p.m. to 8:00 p.m. and Saturday, December 12 from 8:00 a.m. to 5:00 p.m. at Freeman Park.

2 Change order for W. J. Freeman Park Project Phase 3. (Shan Criswell, Director of Parks and Recreation)

Respectfully recommend accepting Change Order #5 from the B & B Specialty Contractors, Inc. to complete the installation of the multipurpose field lighting for W. J. Freeman Park Project Phase 3. The change order will increase the amount of the project \$29,920.52. Funds are available in Account 311.48311.780.51401.

3 Bid for one super cab pickup truck. (Rick McClanahan, Director of Engineering)

Recommend accepting the lower bid from Lonnie Cobb Ford at a cost of \$29,190.00. Funds are available in Account 510.51400.935.

4 Minimum bond subdivision contract for Walker Farms Phase 2. (John Horne, Assistant Director of Engineering)

The developer, Regency Homebuilders LLC., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Alderman gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$55,072.75 in City fees. The minimum bond is set at \$251,105.02.

5 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Twelve items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

NEW BUSINESS

1 Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance). The public hearing is to be set for December 8, 2020.

2 Resolution 37-20, a resolution to amend the Fiscal Year 2021 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)

OPEN DISCUSSION

ADJOURNMENT



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 11/10/20 06:00 PM

Department: Board of Mayor and Aldermen

Category: Agreement

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Virtual Board of Mayor and Aldermen meetings and Boards and Commissions meetings during the months of November and December.

Determination of meeting by electronic means is necessary to protect the public, health, safety and welfare of citizens in light of the COVID-19 pandemic. Pursuant to Tennessee Code Annotated, Section 8-44-102 and Gubernatorial Executive Order No. 65, extending Executive Order No. 16, these meetings will provide real-time, live stream viewing on the City's Facebook page. Previously submitted written public comments received prior to the meeting can be read into the record during the meeting. The minutes and recording of the meetings will be made available within two days of the meeting.



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 27, 2020 - CONFERENCE CALL - 6:00 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 Alderman Emily Elliott

FUTURE MEETINGS

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

Planning Commission, November 2 at 7 p.m.

Beer Board, November 3 at 6 p.m.

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

RECOGNITIONS

Pulmonary Hypertension Awareness Month Proclamation

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

MINUTES ACCEPTANCE

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

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

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**

Minutes Acceptance: Minutes of Oct 27, 2020 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 11/10/2020 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

- 2 **Second Reading of Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 11/10/2020 7:00 PM
MOVER:	Emily Elliott, Alderman	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

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

- 1 **Proposal for design and construction administration services for the Ellendale ADA Restroom Renovation Project. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting the proposal from Ross/Witt PLLC for design and construction administration services for the Ellendale ADA Restroom Renovation project at a cost of \$39,480.00.

Funds are available in Account 126.48126.922.

- 2 **Treasurer's Report for September 2020. (Dick Phebus, Director of Finance)**

Budgeted Expenditures	\$85,525,146
Year-to-date Expenditures	\$23,620,437
Budgeted Revenues	\$85,525,146
Year-to-date Revenues	\$13,220,620

NEW BUSINESS

- 1 **Appoint Phillip R. Walker as Assistant City Prosecutor effective November 1, 2020. (A. McDonald, Mayor)**

Upon approval, Phillip R. Walker, was sworn in as Assistant City Prosecutor.

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

- 2 Resolution 32-20, an initial resolution authorizing the incurrence of indebtedness by the City of Bartlett, Tennessee, of not to exceed \$8,000,000, by the execution with the Public Building Authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain public works projects, and to fund the incidental and necessary expenses related thereto. (Dick Phebus, Director of Finance)**

Director of Finance, Dick Phebus, explained that this bond is a 20 year bond rather than the typical seven year bond the City obtains. It is a fixed rate of 1.98 percent for 10 years with an option to pay off in five years, but with a 20 year amortization. The State of Tennessee and the Tennessee Municipal League require an initial resolution for a 20 year bond. This resolution will be published in the newspaper and undergo a 20 day waiting period prior to execution.

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

- 3 Resolution 33-20, a resolution authorizing a loan pursuant to a loan agreement between the City of Bartlett, Tennessee, and the Public Building Authority of the City of Clarksville, Tennessee, in the principal amount of not to exceed \$8,000,000; authorizing the execution and delivery of such loan agreement and other documents relating to said loan; approving the issuance of a bond by such Public Building Authority; providing for the application of the proceeds of said loan and the payment of such indebtedness; consenting to the assignment of the City's obligation under such loan agreement; and, certain other matters. (Dick Phebus, Director of Finance)**

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

- 4 Resolution 35-20, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice FY20 Programs in the amount of \$12,000.00 and to amend the Fiscal Year 2021 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)**

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

5 First Reading of Ordinance 20-08, an ordinance amending Title 20, Chapter I, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)

Chief Administrative Officer, Mark Brown, explained that the State of Tennessee had amended the Air Quality Ordinance. Rules and regulations state that local ordinance can be no less stringent than the State. This ordinance reflects those changes and brings City into compliance.

RESULT: **APPROVED ON FIRST READING [UNANIMOUS] Next: 11/10/2020 7:00 PM**
MOVER: Jack Young, Vice Mayor
SECONDER: Bobby Simmons, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Alderman Parsons commended Alderman Elliott, the First Responders Memorial Committee, and donors for the opening ceremony and beauty of the monument.

ADJOURNMENT

Meeting adjourned at 6:30 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 27, 2020 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

TABLED

ORDINANCE (ID # 2835)

Meeting: 11/10/20 06:00 PM

Department: Planning and Economic Development

Category: Zoning

Prepared By: Sam Harris

Initiator: Kim Taylor

Sponsors:

DOC ID: 2835

Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road.

WHEREAS, an application has been received to rezone property described herein from O-C to C-L; and

WHEREAS, a public hearing was held before this body on the 22nd day of September, 2020, and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The property described as follows is hereby rezoned from O-C to C-L.

“The Bartlett Retail Center Property, as recorded in instrument number DZ 7010 in the Shelby County Register’s Office, as shown in plat book 147, page 44, in said Shelby County Register’s Office, and being more particularly described as follows:

Beginning at a set iron pin in the west right-of-way line of Elmore Park Road (34.00 feet from the centerline); said iron pin being located south 01 degrees 06 minutes 59 seconds west as measured along said west right-of-way line a distance of 25.18 feet from the tangent intersection of the south right-of-way line of Stage Road (106.00 feet right-of-way) and the west right-of-way line of said Elmore Park Road; thence along said west right-of-way line of Elmore Park Road south 01 degrees 06 minutes 59 seconds west a distance of 110.74 feet to a set iron pin; thence continuing along said west right-of-way line south 02 degrees 37 minutes 49 seconds east a distance of 80.09 feet to a found iron pin in the north property line of the Paul Seward property, as recorded in instrument number P9 9247 in the Shelby County Register’s Office; thence north 89 degrees 51 minutes 27 seconds west along said north line a distance of 207.06 feet to a found iron pin with cap, said iron pin being in the east line of Lot 5, Phase II, Stage Road Business Park as recorded in plat book 119, page 32 in said Register’s Office; thence north 01 degrees 05 minutes 39 seconds west along said east line and along the east line of Lot 1, Phase I, Stage Road Business Park as recorded in plat book 112, page 53 in said Register’s Office a distance of 223.90 feet to a set chisel mark in the south right-of-way line of said Stage Road; thence eastwardly along said south right-of-way line of Stage Road and along a curve to the left having a radius of 2917.79 feet, an arc length of 185.34 feet (chord = south 87 degrees 20 minutes 29 seconds east, 185.31 feet) to a point of reverse curvature; thence southwardly along a curve to the right having a radius of 25.00 feet, an arc length of 39.45 feet (chord = south 44 degrees 05 minutes 20 seconds east, 35.48 feet) to the point of the beginning.”

SECTION 2. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: August 25, 2020

Second Reading: September 8, 2020

Third Reading: November 10, 2020

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

A. Keith McDonald, Mayor

Penny Medlock, City Clerk

HISTORY:

08/25/20 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 09/08/20

Director of Planning, Kim Taylor provided a recommendation to approve to the Board of Mayor and Aldermen from the Planning Commission. She explained that this location is for a proposed Zaxby's. The ordinance is to rezone from O-C (Office) to C-L (Neighborhood Business). The location has been used as a retail center and more recently, Shelby County Charter School. The surrounding zoning to the north is SC-1 (Planned Commercial); east, C-L (Neighborhood Business); west, CG-MS (General Business Mainstreet Overlay) and RS-10 to the south. She stated that three residents had spoken against the rezoning at the Planning Commission's public hearing on the matter. Their concerns were an increase in traffic, trash and loss of property value.

Mayor McDonald mentioned that the location has remained vacant more occupied in its current form; and that the Planning Commission has presented the ordinance as favorable to the Board of Mayor and Aldermen.

Alderman Parsons inquired of a site plan regarding ample parking. Ms. Taylor stated that this ordinance was only for rezoning and that Zaxby's would have to submit a site plan for further approval.

09/08/20 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 09/22/20

Alderman Elliott stated she had received inquiries as to what research had been conducted by the City's traffic engineer in regard to traffic congestion of the proposed Zaxby's location emptying on the two-lane road, Elmore Park. Kim Taylor said that she would contact Director of Engineering, Rick McClanahan, prior to the final reading of the ordinance.

Alderman Young noted that this ordinance is for the rezoning of this location and a site plan has not been submitted.

09/22/20

Board of Mayor and Aldermen **TABLED**

Next: 11/10/20

The petitioner for this rezoning requested this vote be tabled until the November 10, 2020 meeting.

July 7, 2020

Ms. Kim Taylor
Director, Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Application for Rezoning – Office Center (O-C) to Neighborhood Business District (C-L)
Proposed Zaxby's - 6165 Stage Road Bartlett, TN

Dear Kim,

Solomito Land Planning is pleased to submit on behalf of Mr. Tom Scott of Dixie Chicken, LLC, the applicant, and Mr. Marshall Gordon of Gordon Bartlett Center Grantor Trust, property owner, an application for a Rezoning for the property located at 6165 Stage Road. Located at the southwest corner of Stage Road and Elmore Park Road, the property is currently zoned Office Center (O-C) and is developed as an office building. The existing 9,360 square foot office building was once home to a Charter School but has been vacant for approximately three (3) years.

This application seeks to rezone the subject property to Neighborhood Business District (C-L) to accommodate a 3,652 square foot Zaxby's Restaurant with a drive thru, a use that is permitted by right in the requested zoning district. In conformance with the City of Bartlett Zoning Ordinance, the proposed development is designed to meet the needs of the immediate neighborhood and various pass by customers. As on the existing zoning exhibit, this area is comprised of a mixture of zoning districts. This rezoning to C-L will complement and match what is across Elmore Park Road to the east.

This rezoning will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans. The surrounding area is fully developed as is the existing site. The redevelopment of this site will complement the existing uses in the neighborhood.

An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are existing and are adequate to serve the proposed development have been or will be provided concurrent with the development.

The location and arrangement of the building, parking areas, walks, lighting and other service facilities are compatible with the surrounding land uses. The original setbacks, and buffer dimensions will be honored.

The granting of the Rezoning request will permit the redevelopment of a contributing property that is not likely to develop as another office building. Surrounded by other commercial uses, this proposal is compatible with other properties in the district.

Thank you for your time and attention in this matter. Please do not hesitate to contact me with any questions you may have.

Sincerely,

SOLOMITO LAND PLANING

Brenda

Land Planner



SOLOMITO
LAND PLANNING

brenda@solomitolandplanning.com | 901.755.7495

Attachment: Zaxby's rezoning compressed (2835 : Ord. 20-05 rezone 6165 Stage from O-C to C-L for Zaxby's)

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Bartlett Planning Commission Application for Rezoning

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Zoning Neighborhood Business District (C-L)
 Property Address 6165 Stage Road
 Present Zoning Office Center (O-C)
 Owner/Developer Contact Marshall Gordon jdmarks1@comcast.net Phone 901-870-8976
 Company Name Gordon Bartlett Center Grantor Trust Fax _____
 Address 3822 Summer Avenue Memphis, TN 38122
 Planner
 XXXXX Contact Brenda Solomito Basar Phone 901-569-0310
 Company Name Solomito Land Planning Fax _____
 Address 1779 Kirby Parkway #1-323
 Engineer Contact Jeff Carter, PE jeff@carterengineering.net Phone 770-725-1200
 Company Name Carter Engineering Fax _____
 Address 3651 Mars Hill Road, Suite 2000 Watkinsville, GA 30677

Submitted by Brenda Solomito Basar Brenda Solomito Basar
 (printed name) (signature) (date)
 Email Address brenda@solomitolandplanning.com Phone 901-569-0310 Fax _____

- ✓ Attach a checked-off "Rezoning Checklist" and all items required therein.
BSB Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
BSB Provide 18-folded ($\pm 10"x13"$) sets of plans with a copy of the signed application attached to each set.
BSB Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
BSB Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

I, the property owner(s) hereby authorize the filing of this application.

MARSHALL GORDON [Signature] 7/2/20
 (print name) (signature) (date)

Applicant: Tom Scott
Dixie Chicken, LLC
1550 Timothy Road, Suite 203
Athens, GA 30606

706-389-7767

tom@twspc.com

Attachment: Zaxby's rezoning compressed (2835 : Ord. 20-05 rezone 6165 Stage from O-C to C-L for Zaxby's)

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Rezoning Checklist

Plot Plan And Legal Description (each parcel, if more than one)

- ✓ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
 - ✓ Adjoining public street rights-of-way
 - ✓ Area (acres)
 - ✓ Present zoning
 - ✓ Requested zoning, including purpose (attach statement, one page maximum)
 - ✓ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - ✓ Drainage
 - ✓ Driveways
 - ✓ Parking area
 - ✓ Buffer planting areas
 - ✓ Type and location of any easements
 - ✓ Other pertinent information as required through staff consultation.
- ✓ Legal description (may be attached to plot plan).
- ✓ One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

- ✓ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

- ✓ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

- ✓ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.
- ✓ Self-adhesive mailing labels for the list of property owners (two sets).

Sign to be Erected

The party requesting the rezoning must place a 4' x 4' sign on the property at least fifteen (15) days before a public hearing at the Planning Commission level and Board of Mayor and Aldermen level.

The sign shall clearly state

- the existing and proposed zoning of the tract;
- the name, address, and phone number of the party requesting the rezoning;
- the time and date of the public hearing; and
- the telephone number of the Bartlett Planning Department.

The location of the sign on the property is subject to approval by the Planning Department.

Re-application

When an application for rezoning is rejected, no re-application may be made on the same property for at least twelve months after the date of rejection.

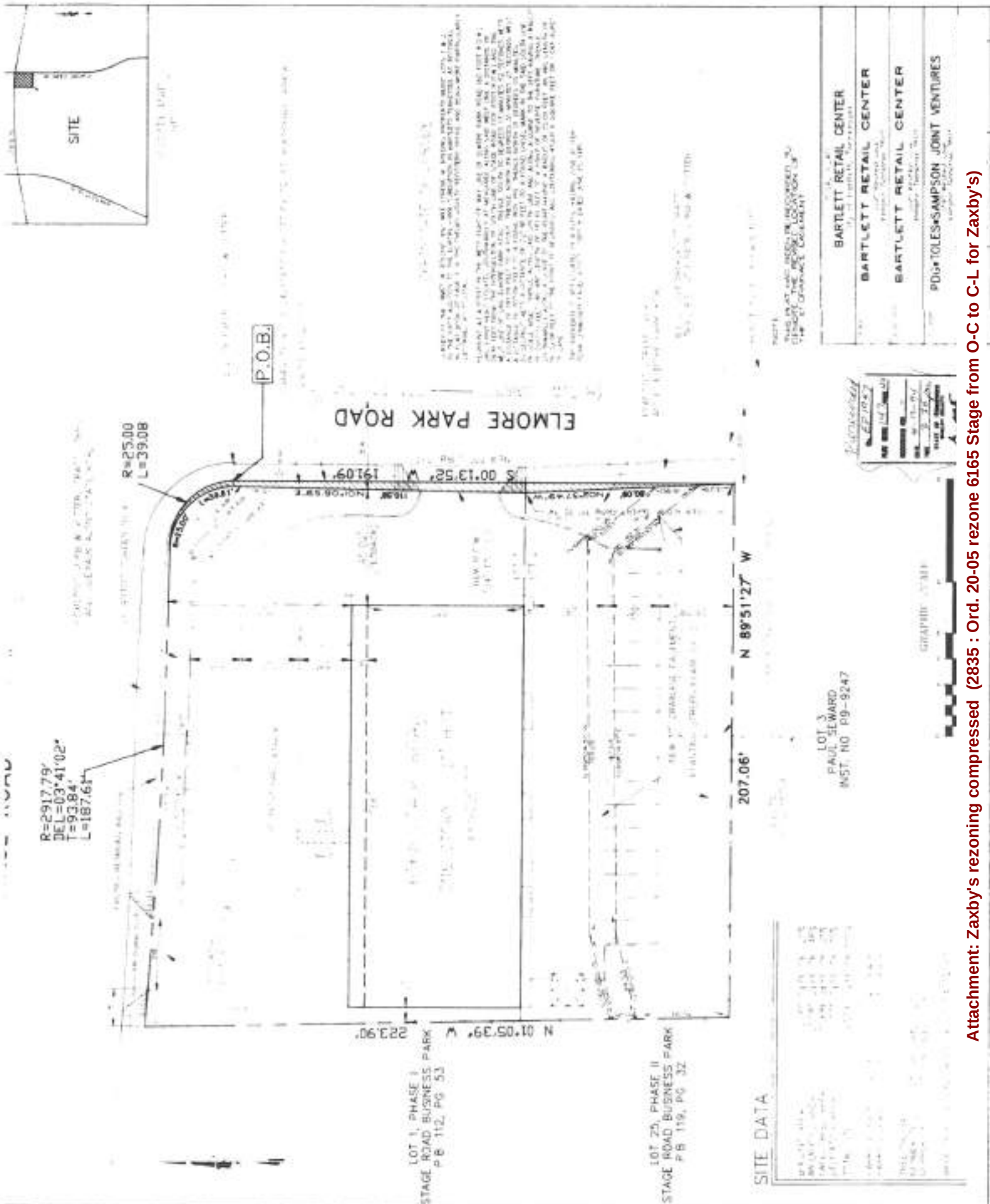
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

LEGAL DESCRIPTION:

(per recorded plat by PDG-TOLES-SAMPSON JOINT VENTURES. 10.08.93)

"SURVEY OF THE JAMES W. BOLDING AND WIFE LORENE M. BOLDING PROPERTY BEING LOTS 1 & 2 IN THE FIRST ADDITION TO THE ELMORE PARK SUBDIVISION IN BARLETT TENNESSEE AS RECORDED IN PLAT BOOK 20 PAGE 9 IN THE SHELBY COUNTY REGISTERS OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

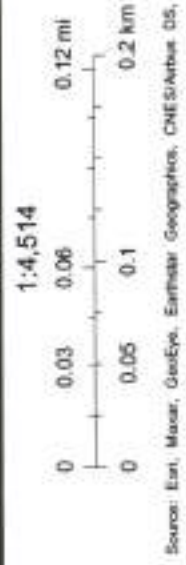
BEGINNING AT A POINT IN THE WEST RIGHT OF WAY LINE OF ELMORE PARK ROAD (60 FOOT R.O.W.), SAID POINT BEING LOCATED SOUTHWARDLY AS MEASURED ALONG SAID WEST LINE A DISTANCE OF 24.81 FEET FROM THE INTERSECTION OF SOUTH LINE OF STAGE ROAD (106 FOOT R.O.W.) AND THE WEST LINE OF SAID ELMORE PARK ROAD; THENCE SOUTH 00 DEGREES 13 MINUTES 52 SECONDS WEST A DISTANCE OF 191.09 FEET TO A POINT; THENCE NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST A DISTANCE OF 207.06 FEET TO A FOUND IRON PIN; THENCE NORTH 01 DEGREES 05 MINUTES 39 SECONDS WEST A DISTANCE OF 223.90 FEET TO A FOUND CHISEL MARK IN THE SAID SOUTH LINE OF STAGE ROAD; THENCE ALONG SAID SOUTH LINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS SOUTHWARDLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 45,691.6 SQUARE FEET OR 1.048 ACRES OF LAND."



Existing Zoning



July 6, 2020





CONCEPTUAL SITE PLANS AND DETAILS

SITE DEVELOPMENT PLANS FOR

ZAXBY'S



CLIENT
DIXIE CHICKEN, LLC.

PROJECT LOCATION
**6165 STAGE ROAD
SHELBY COUNTY, BARTLETT, TENNESSEE 38134**

TAX PARCEL ID # B0157 B00070C

CONSTRUCTION ENTRANCE/EXIT

LATITUDE 35.204140

LONGITUDE -89.857556



LOCATION MAP
SCALE IN U.S.

SHEET NO.	DATE
1	07/24/20
2	
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SHEET INDEX

SHEET NO.	DESCRIPTION
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1	COVER SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	SITE PLAN
4	UTILITY PLAN
5	GRADING & DRAINAGE PLAN
6	SWAMP - PHASE 1
7	SWAMP - PHASE II
8	SWAMP - PHASE III
9	SWAMP DETAILS
10	STANDARD DETAILS
11	STANDARD DETAILS
12	STANDARD DETAILS
13	STANDARD DETAILS
14	STANDARD DETAILS
15	STANDARD DETAILS
16	STANDARD DETAILS
17	STANDARD DETAILS
18	STANDARD DETAILS
19	STANDARD DETAILS
20	STANDARD DETAILS

REVISION BLOCK

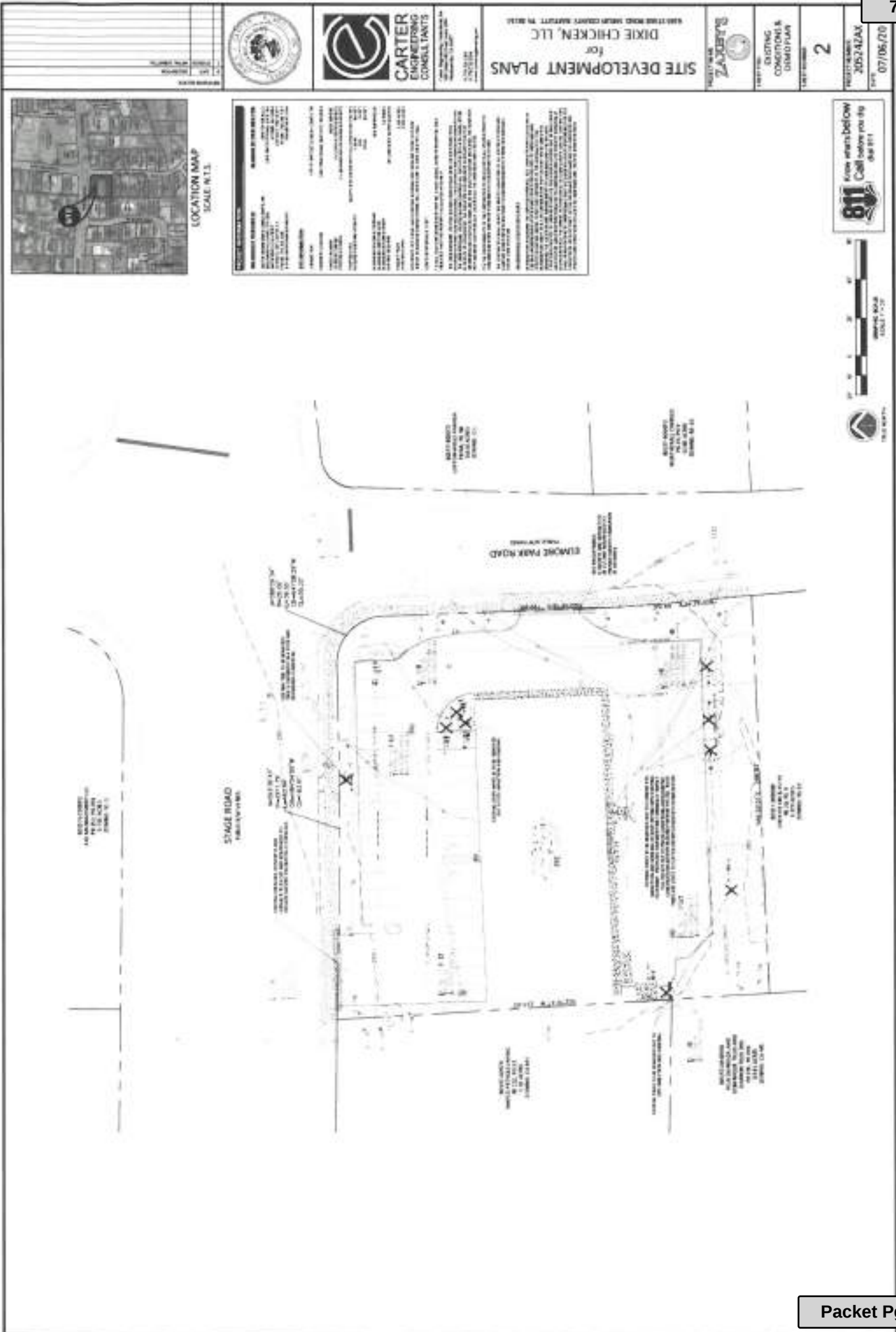
REV. NO.	DATE	DESCRIPTION
1	07/24/20	INITIAL SUBMITTAL



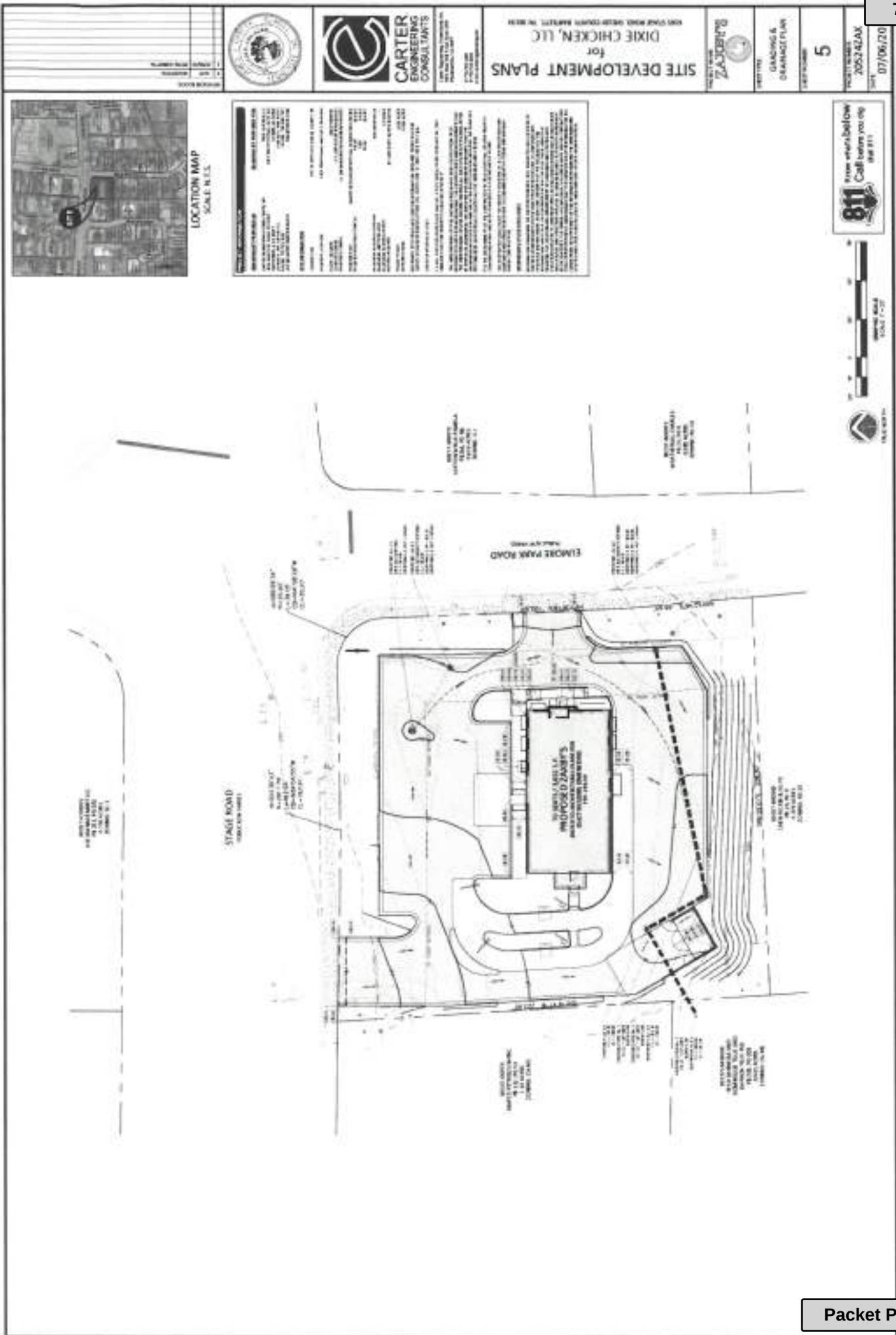
Carter Engineering Consultants, Inc.
3403 South Main Road
Bartlett, TN 38134
Phone: 615-387-7777
Fax: 615-387-7778
www.carterengineering.net

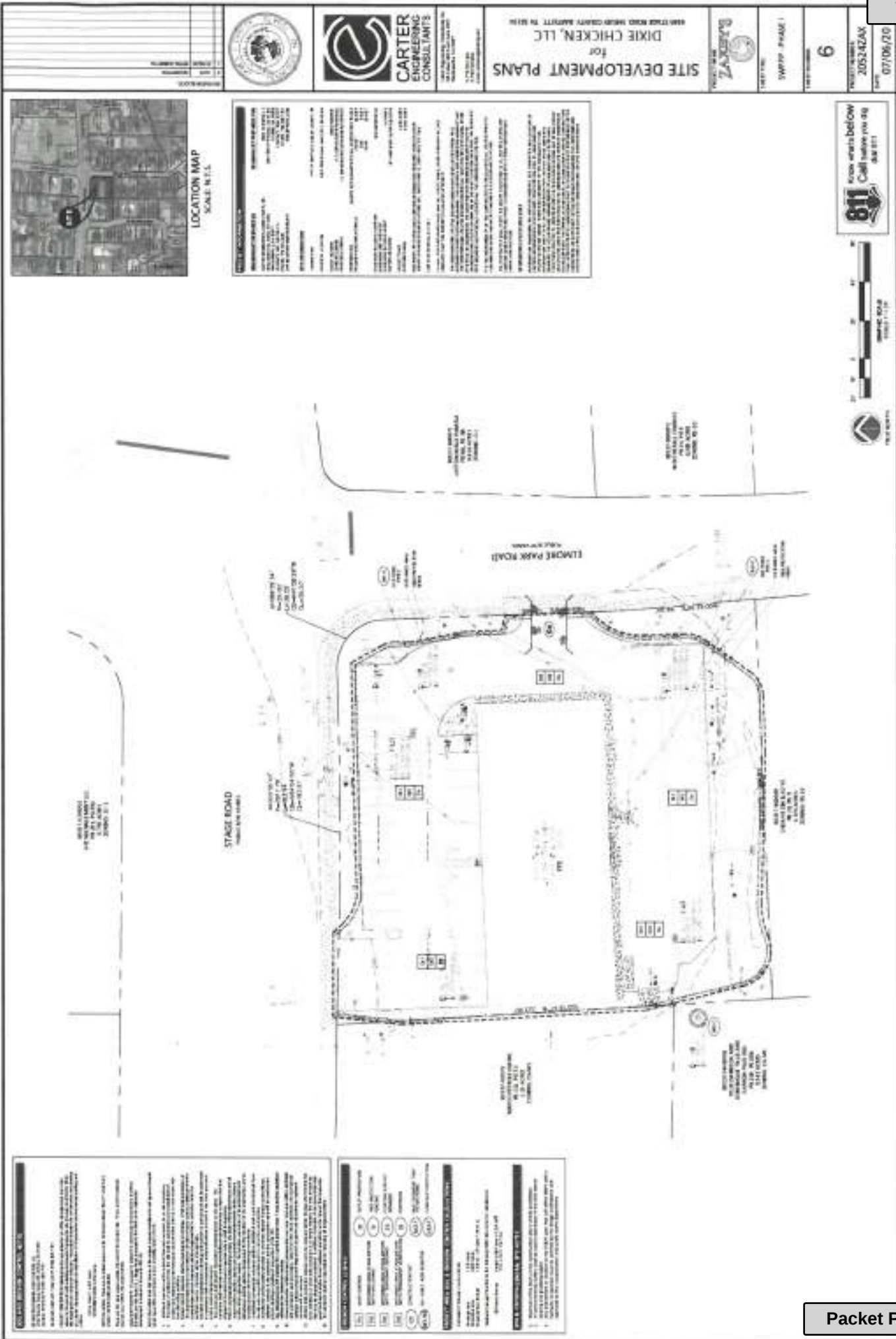
24-HOUR CONTACT:
Tom Scott (706) 389-7767



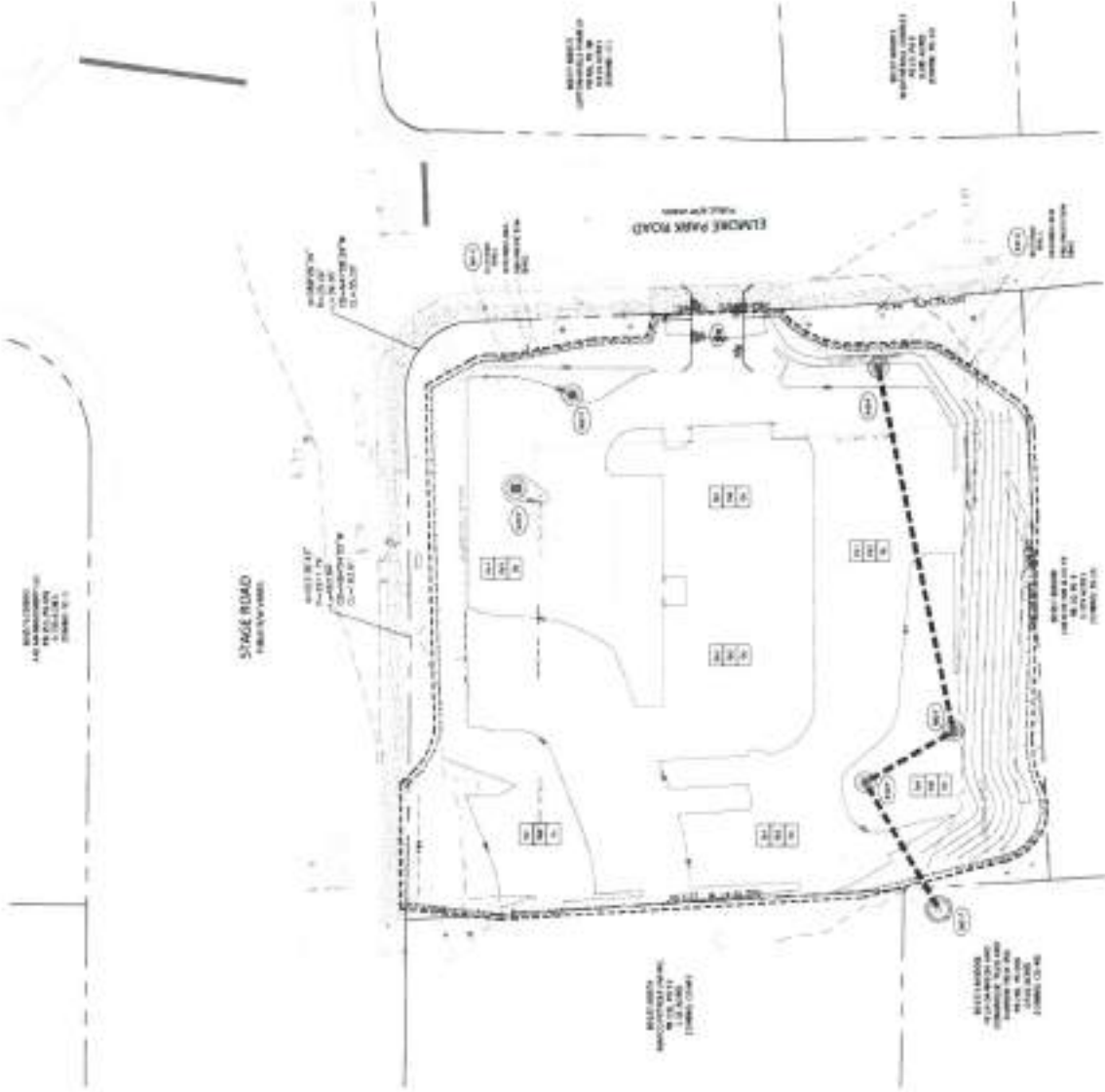


[illegible]





Attachment: Zaxby's rezoning compressed (2835 : Ord. 20-05 rezone 6165 Stage from O-C to C-L for Zaxby's)



NAME _____ **DATE** _____

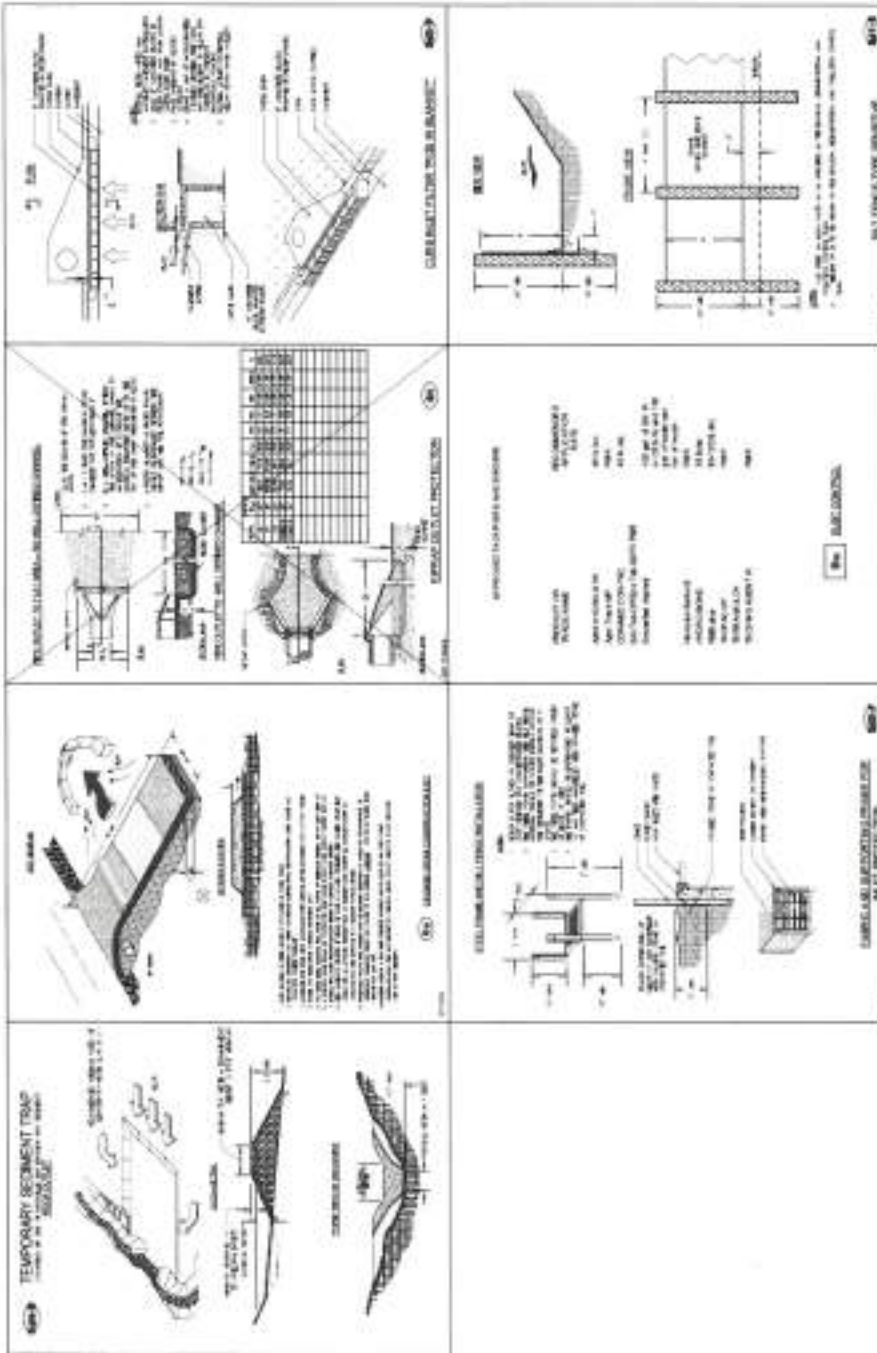
QUESTIONS

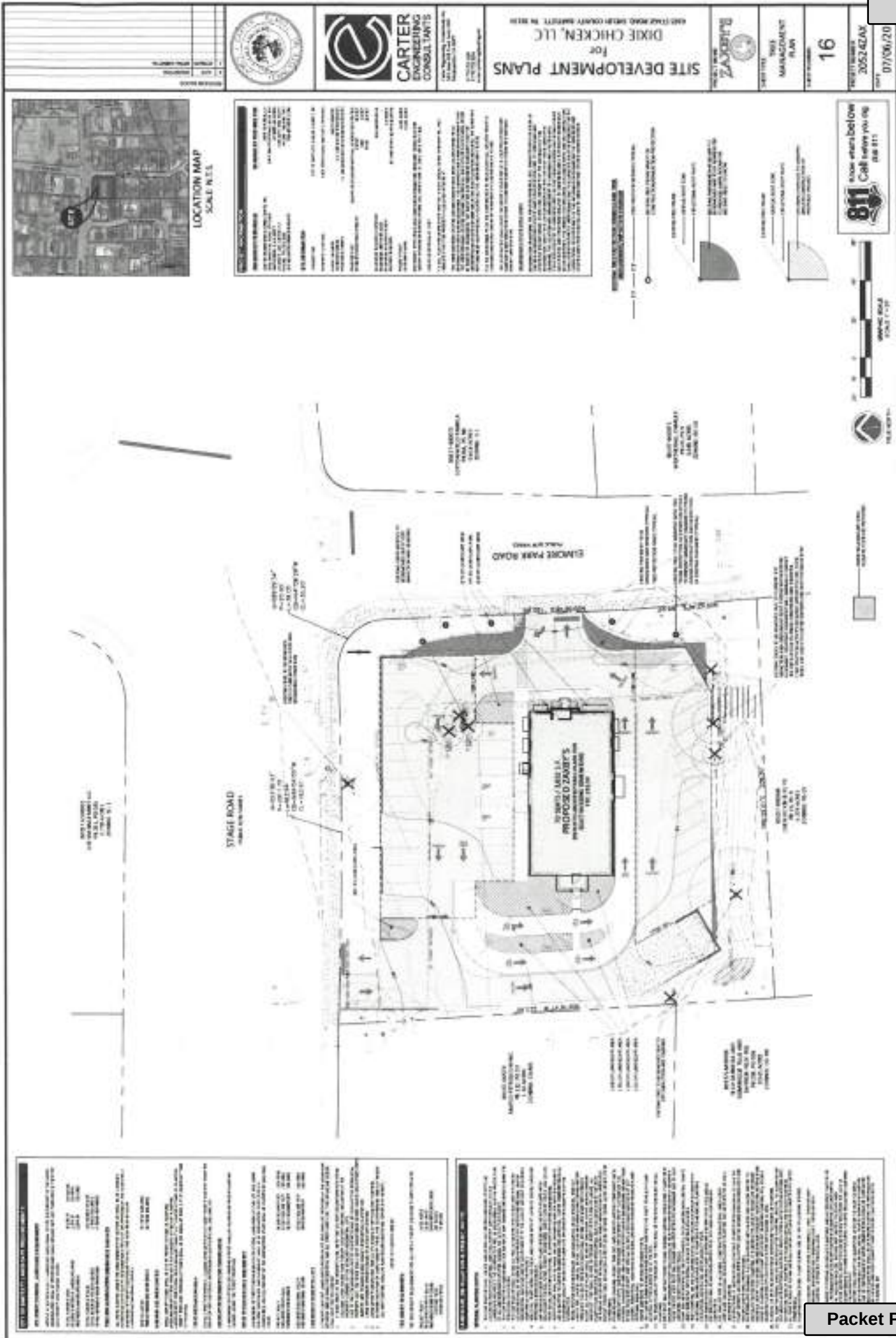
1. What is the main purpose of the passage?
2. What is the author's attitude towards the subject?
3. What is the main idea of the passage?
4. What is the author's purpose in writing the passage?
5. What is the main theme of the passage?

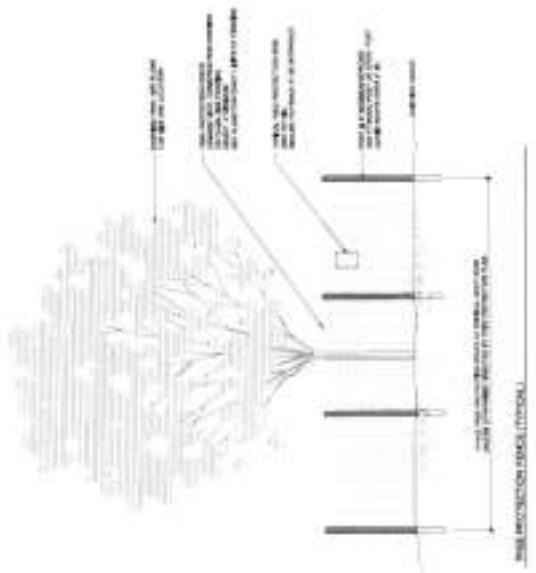
ANSWERS

1. (A) To inform the reader about the subject.
2. (B) The author is positive about the subject.
3. (C) The main idea is that the subject is important.
4. (D) The author wants to persuade the reader to take action.
5. (E) The main theme is the importance of the subject.

[illegible]







LOCATION MAP
SCALE: 1" = 100'

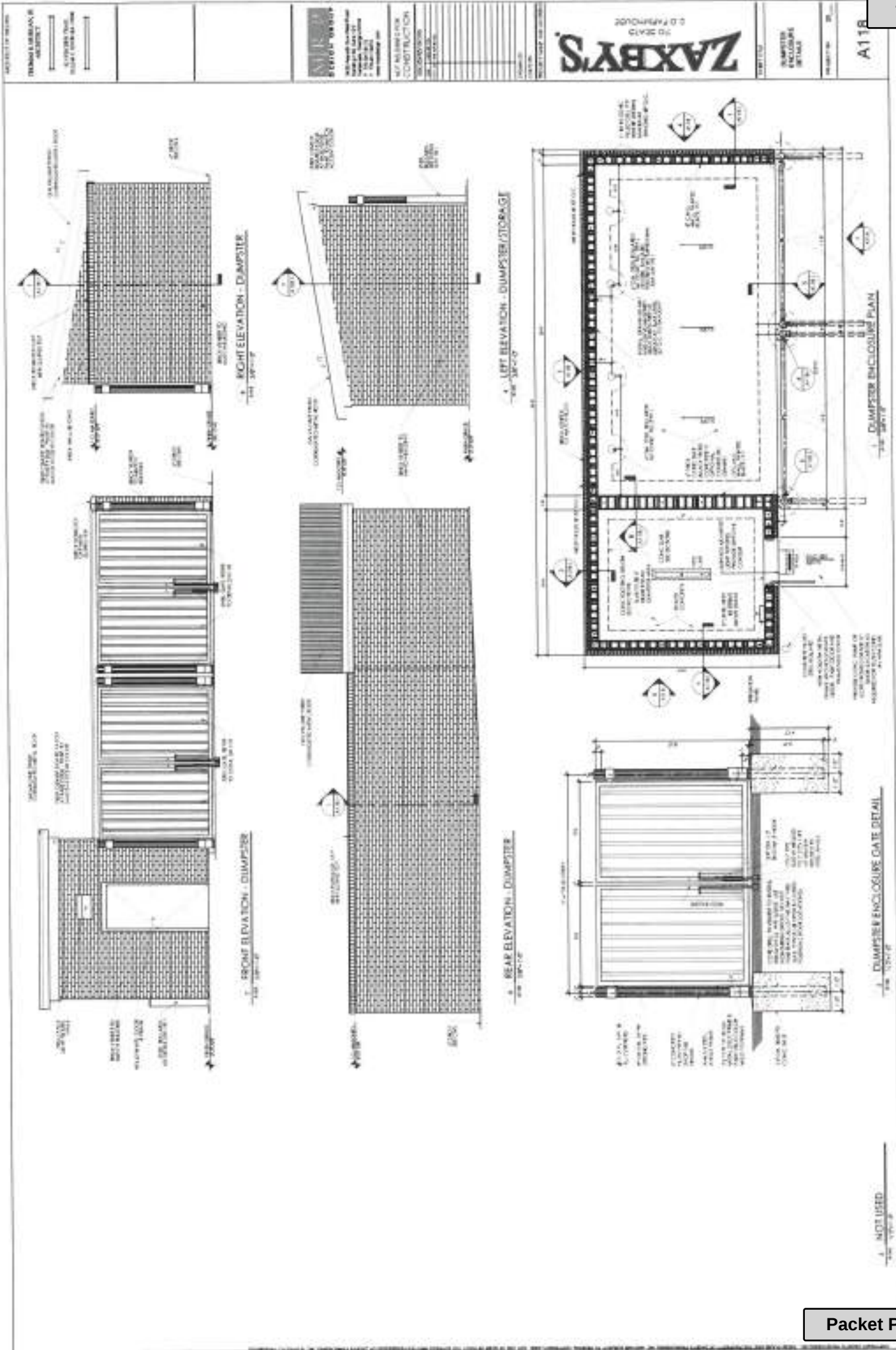
STAGES ROAD
100' WIDE

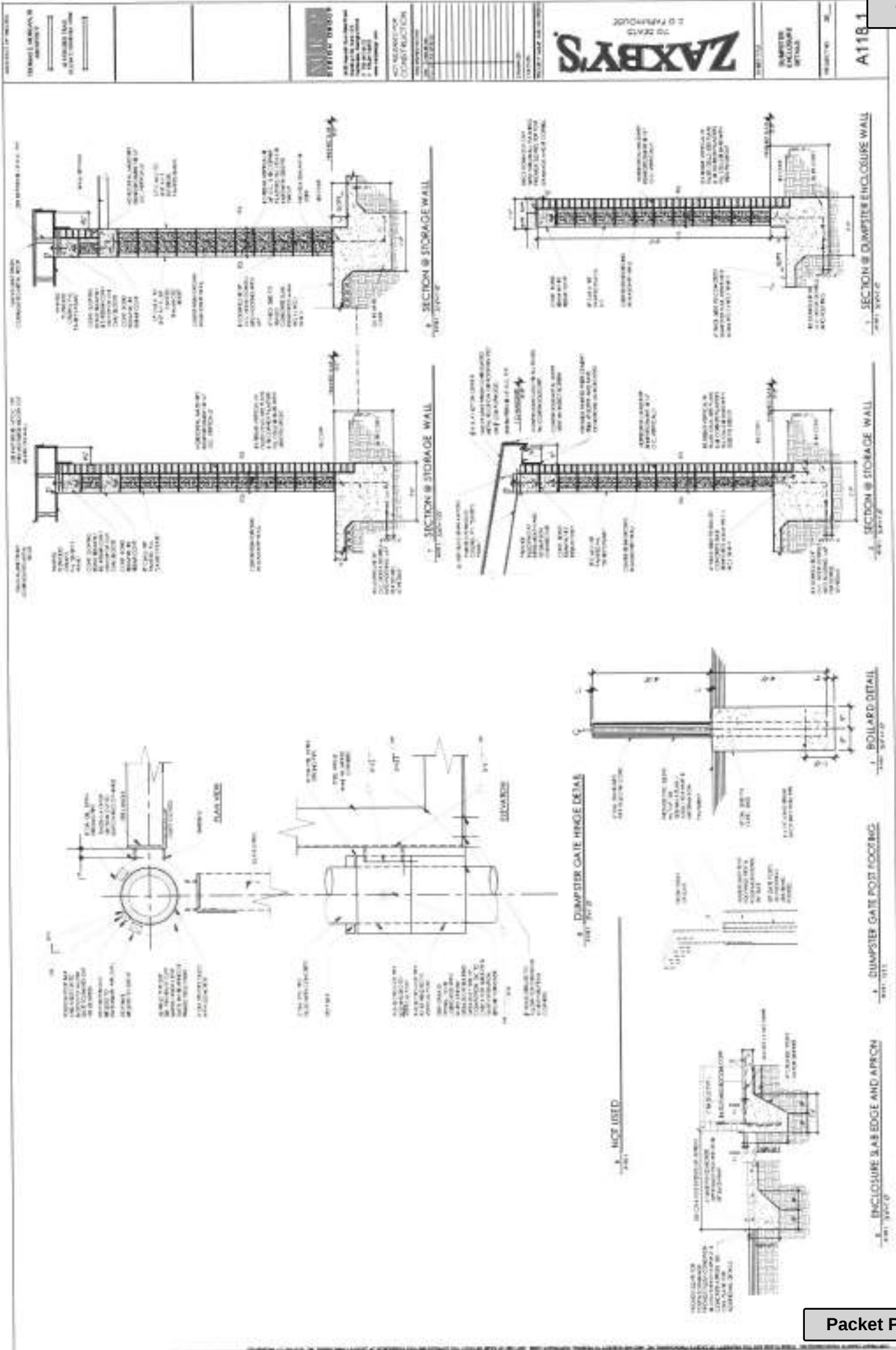
ELMWOOD PARK ROAD
100' WIDE

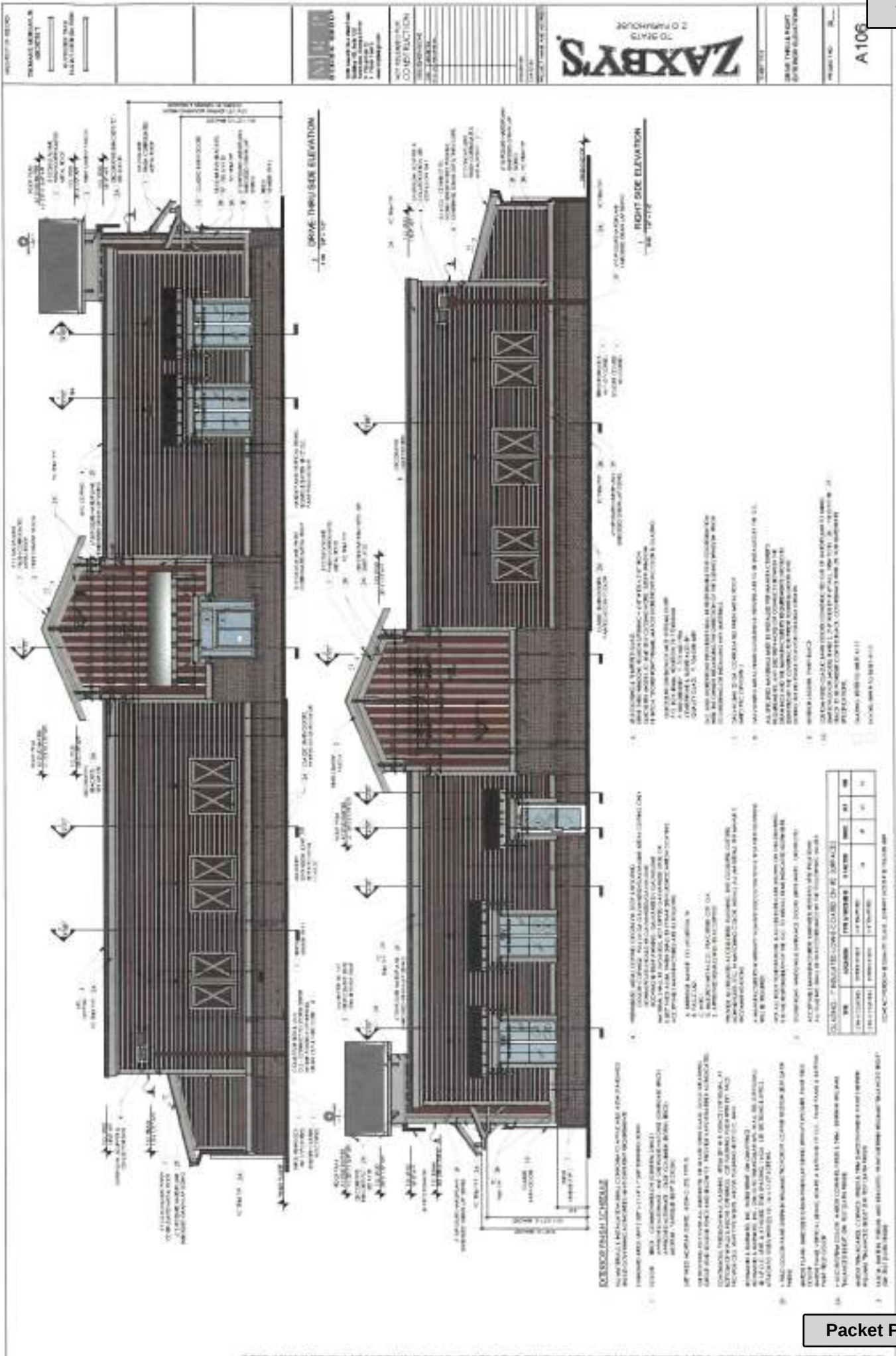
SLABWORK & BLOCKWORK
100' WIDE

TABLE 1: SITE DATA

NO.	DESCRIPTION	AREA (SQ. FT.)	VOLUME (CU. YD.)	REMARKS
1	EXISTING GRADE	10,000	0.00	
2	EXISTING GRADE	10,000	0.00	
3	EXISTING GRADE	10,000	0.00	
4	EXISTING GRADE	10,000	0.00	
5	EXISTING GRADE	10,000	0.00	
6	EXISTING GRADE	10,000	0.00	
7	EXISTING GRADE	10,000	0.00	
8	EXISTING GRADE	10,000	0.00	
9	EXISTING GRADE	10,000	0.00	
10	EXISTING GRADE	10,000	0.00	
11	EXISTING GRADE	10,000	0.00	
12	EXISTING GRADE	10,000	0.00	
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14	EXISTING GRADE	10,000	0.00	
15	EXISTING GRADE	10,000	0.00	
16	EXISTING GRADE	10,000	0.00	
17	EXISTING GRADE	10,000	0.00	
18	EXISTING GRADE	10,000	0.00	
19	EXISTING GRADE	10,000	0.00	
20	EXISTING GRADE	10,000	0.00	
21	EXISTING GRADE	10,000	0.00	
22	EXISTING GRADE	10,000	0.00	
23	EXISTING GRADE	10,000	0.00	
24	EXISTING GRADE	10,000	0.00	
25	EXISTING GRADE	10,000	0.00	
26	EXISTING GRADE	10,000	0.00	
27	EXISTING GRADE	10,000	0.00	
28	EXISTING GRADE	10,000	0.00	
29	EXISTING GRADE	10,000	0.00	
30	EXISTING GRADE	10,000	0.00	
31	EXISTING GRADE	10,000	0.00	
32	EXISTING GRADE	10,000	0.00	
33	EXISTING GRADE	10,000	0.00	
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66	EXISTING GRADE	10,000	0.00	
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72	EXISTING GRADE	10,000	0.00	
73	EXISTING GRADE	10,000	0.00	
74	EXISTING GRADE	10,000	0.00	







Attachment: Zaxby's rezoning compressed (2835 : Ord. 20-05 rezone 6165 Stage from O-C to C-L for Zaxby's)

This instrument prepared by:
FEARNLEY & CALIFF, PLLC
 6389 Quail Hollow, Suite 202
 Memphis, Tennessee 38120
 Phone Number (901) 767-6200
 Facsimile Number (901) 682-8345

RETURN TO:
BRUCE L. FELDBAUM, ATTORNEY
 100 N. Main Building, #3020
 Memphis, TN 38103
 901-525-5744
 901-526-3711/Fax Number

WARRANTY DEED

THIS INSTRUMENT made and entered into this 25 day of December, 2000, by and between BARTLETT RETAIL CENTER, a Tennessee General Partnership, composed of Irvin D. Califf, Cary R. Califf, Mark C. Johnson, and Matthew C. O'Sullivan, party of the first part, and MARSHALL D. GORDON AND BRENDA Y. GORDON, CO-TRUSTEES, u/e/a GORDON-BARTLETT CENTER GRANTOR TRUST DATED 12-29-00, Party of the Second Party

WITNESSETH: That for and in consideration of Ten and no/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the City of Bartlett, County of Shelby, State of Tennessee, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

Being the same real property conveyed to party of the first part herein by Warranty Deed of record at instrument number DX-7010 in the Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

Said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons, and that the same is unencumbered except for City of Bartlett and County of Shelby real property taxes for the year 2000, which the party of the second part assumes and agrees to pay; subdivision restrictions, building lines, and easements of record at Plat Book 147, page 44, subject to the Deed of Trust of record at instrument No. ER-0404, all in the Register's Office of Shelby County, Tennessee.

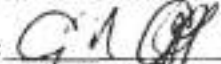
The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed the day and year first above written.

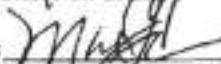
BARTLETT RETAIL CENTER
 A Tennessee General Partnership

By: 

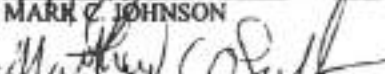
IRVIN D. CALIFF

By: 

CARY R. CALIFF

By: 

MARK C. JOHNSON

By: 

MATTHEW C. O'SULLIVAN

This instrument is being re-recorded to correct the legal name of the party of the second part and to vest title in said Co-Trustees of the Gordon-Bartlett Center Grantor Trust which was shown as the original party of the second part in the Warranty Deed and which resulted as an inadvertent typographical error therein.

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared IRVIN D. CALIFF, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of BARTLETT RETAIL CENTER, the within named bargainor, a partnership, and they as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such partner.

WITNESS my hand and seal this 24 day of December, 2000.



Shirley Jones
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared CARY R. CALIFF, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of BARTLETT RETAIL CENTER, the within named bargainor, a partnership, and they as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such partner.



WITNESS my hand and seal this 24 day of December, 2000.

Shirley Jones
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared MARK C. JOHNSON, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of BARTLETT RETAIL CENTER, the within named bargainor, a partnership, and they as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such partner.

WITNESS my hand and seal this 24 day of December, 2000.



Shirley Jones
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared MATTHEW C. O'SULLIVAN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a partner of BARTLETT RETAIL CENTER, the within named bargainor, a partnership, and they as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such partner.

WITNESS my hand and seal this 24 day of December, 2000.



Shirley Jones
NOTARY PUBLIC

For recording information only:

Property Address & Property Owner:
GORDON-BARTLETT CENTER GRANTOR TRUST
6165 Stage Road
Bartlett, TN 38134

Mail Tax Notices to:
Gordon-Bartlett Center Grantor Trust
P. O. Box 22422
Memphis, TN 38122

Tax Parcel No.:
B01 057B-00070C

State Tax: \$ _____
Register's Fee \$ _____
Recording Fee \$ _____
TOTAL: \$ _____

I, or we, hereby swear or affirm to the best of Affiant's knowledge, information, and belief the actual consideration for this transfer of value of property transferred, whichever is greater is \$ 1,360,000. Amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

[Signature]
AFFIANT

SUBSCRIBED AND SWORN to before me this 24 day of December, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires:
12-1-2002



EXHIBIT "A"

The Bartlett Retail Center Property, as recorded in instrument number DZ 7010 in the Shelby County Register's Office, as shown in plat book 147, page 44, in said Shelby County Register's Office, and being more particularly described as follows

Beginning at a set iron pin in the west right-of-way line of Elmore Park Road (34.00 feet from centerline); said iron pin being located south 01 degrees 06 minutes 59 seconds west as measured along said west right-of-way line a distance of 25.18 feet from the tangent intersection of the south right-of-way line of Stage Road (106.00' right-of-way) and the west right-of-way line of said Elmore Park Road; thence along said west right-of-way line of Elmore Park Road south 01 degrees 06 minutes 59 seconds west a distance of 110.74 feet to a set iron pin; thence continuing along said west right-of-way line south 02 degrees 37 minutes 49 seconds east a distance of 80.09 feet to a found iron pin in the north property line of the Paul Seward property, as recorded in instrument number P9 9247 in the Shelby County Register's Office; thence north 39 degrees 51 minutes 27 seconds west along said north line a distance of 207.06 feet to a found iron pin with cap, said iron pin being in the east line of Lot 5, Phase II, Stage Road Business Park as recorded in plat book 119, page 32 in said Register's Office; thence north 01 degrees 05 minutes 39 seconds west along said east line and along the east line of Lot 1, Phase I, Stage Road Business Park as recorded in plat book 112, page 53 in said Register's Office a distance of 223.90 feet to a set chisel mark in the south right-of-way line of said Stage Road; thence eastwardly along said south right-of-way line of Stage Road and along a curve to the left having a radius of 2917.79 feet, an arc length of 185.34 feet (chord = south 87 degrees 20 minutes 29 seconds east, 185.31 feet) to a point of reverse curvature; thence southwardly along a curve to the right having a radius of 25.00 feet, an arc length of 39.45 feet (chord = south 44 degrees 05 minutes 20 seconds east, 35.48 feet) to the point of beginning.

REREC.



KY 4362

04/08/2001-08:26:35

Title Transfer: Warranty Deed		11
D/C: 22 - HARRY PLUMB		
VALUATION	N/A	
TN MORTGAGE TAX	N/A	
TN TRANSFER TAX	N/A	
RECORDING FEE		20.00
DP FEE		2.00
REGISTER'S FEE	N/A	
WALK THRU FEE	N/A	
TOTAL AMOUNT		22.00
PAGE COUNT: 5 PAGE ADDED: No GROUP ID: X000004112		
STATE of TENNESSEE, COUNTY of SHELBY Tom Leatherwood, REGISTER		



KT 5405

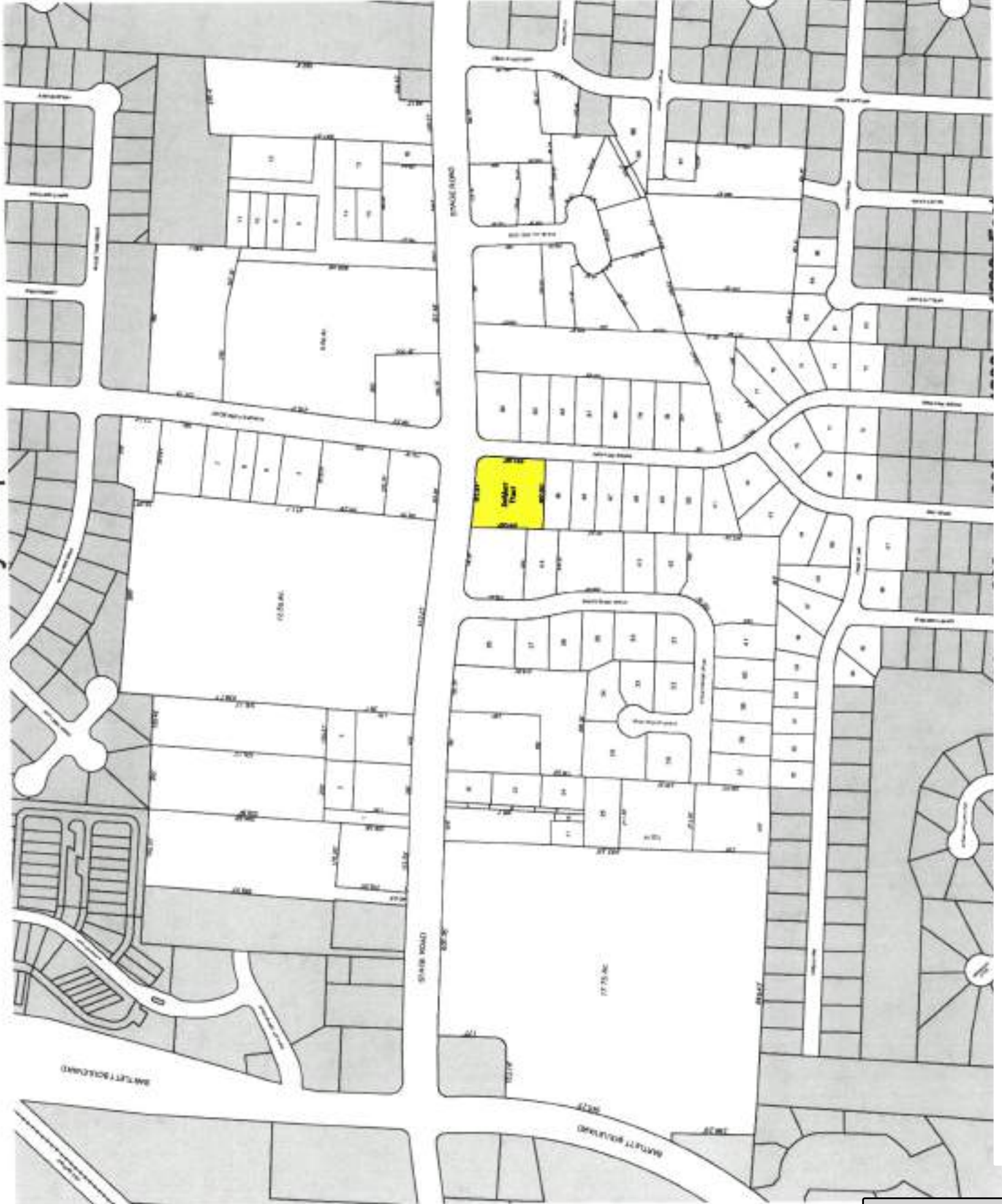
12/28/2000-08:35:28

Title Transfer: Warranty Deed		11
D/C: 3 - MAX HAYES		
TRANSFER VALUATION		1,350,000.00
TN MORTGAGE TAX	N/A	
TN TRANSFER TAX		9,832.00
RECORDING FEE		20.00
DP FEE		2.00
REGISTER'S FEE		1.00
WALK THRU FEE		20.00
TOTAL AMOUNT		9,875.00
PAGE COUNT: 5 PAGE ADDED: No GROUP ID: X000004112		
STATE of TENNESSEE, COUNTY of SHELBY Tom Leatherwood, REGISTER		

Vicinity Map



Vicinity Map



7.1.a

Date: 06/29/20
Prepared By: [illegible]
[illegible]

Attachment: Zaxby's rezoning compressed (2835 : Ord. 20-05 rezone 6165 Stage from O-C to C-L for Zaxby's)

Lot #	Owners Name	Lot #	Owners Name
1	Winkal Holdings LLC	48	Harnage James & Lisa
2	Jackson Bobby P	49	Collier David E And Gary Rheume (RS)
3	DMB Holding I LLC	50	Gill Walter And Jean R Gill
4	James R Pearce Revocable Trust	Lot #	Owners Name
5	Kellon James & Laverne	51	Wilks Bruce
6	Halby John R & Michelle	52	Beloshapka Brent A & Shelbie
7	Gerlach Paul A	53	Turner Carolyn J
8	Chasse LLC	54	Meeks David E & June R
9	Bartholomy Andy	55	Springs Michael T
10	Bartholomy Andy	56	Lokey James N & Sharon J
11	Bartholomy Andy	57	Dailey Stacy H
12	McSwain William LLC	58	Hardin Terrance D
13	Alea Properties (USA) LLC	59	Powell Raymond L & Betty A C
14	Home Assistance LLC	60	Robbins Steven & Donna M
15	Huynh Andy	61	Cicero Charles P & Susan L
16	Dattel Samuel	62	Gray Ronald E & Judy J
17	Mock Talmadge W And Martha J Mock	63	Galdonez Brian K
18	Bartlett Office Park Assoc. Inc.	64	Barlow Diane C And Brittney J Barlow
19	Bartlett Office Park Assoc. Inc.	65	Taylor Ira T & Peggy J
20	Bartlett Office Park Assoc. Inc.	66	Johnson Jonathan M
21	Bartlett Office Park Assoc. Inc.	67	City Of Memphis
22	Naini Jamie B	68	Clark Leslie R E
23	Lucius David	69	Ingram Zwemer E Jr & Shelia J
24	Communications Workers Of America	70	House L M & Betty C
25	Issa Mohammad	71	Marsh Patricia T
26	Conwill Properties LLC	72	Berretta Louis A III & Vicky P
27	Hs Memphis Investments LLC	73	Taylor Gladys D
28	Ben R Williams Properties Incorporated	74	Clanton Jon W & Katherine
29	Cedors LLC	75	Gubala Paul & Debbie C
30	Butler Maurice	76	Carpenter Lance W & Gwen A
31	King Anthony E	77	Jones David S
32	King Anthony E	78	Smith Elizabeth A
33	Shephard Jim I And Charlotte R Shephard	79	McKee Lance & Anita
34	Cohen Mario	80	Denton Susan H
35	Hertter Properties LLC	81	Kessling Robert R & Whitney M
35	Master's Equity Group LLC	82	Webb Rachel
37	Two Sisters Ministry Incorporated	83	Weatherall Charles
38	Shearer Stanley L	84	Lofton-Wells Pamela
39	Williams Stephen S & Wency C	85	Thoni Ronald E And Maureen T
40	McKinney Michael D	86	Watts Curtis L & Aluren E Ballo
41	Aremco Incorporated	87	Bonicelli Charles Michael
42	Mid-South Independent Electrical	88	Matsuo Hiromune
43	Middle Michael LLC	89	Clemons Harriet K (LE) And Debra Simcox
44	Felix Darnecia And Dominique Tillis	90	Neal Robert L & Sue N
45	Chen He Xin & Xu Ye	91	True Mem2016 1 LLC
46	Preuett Austin D	92	Pearson Gary L & June C
47	Putman Jerry W		

AKZ Management LLC
P O Box 343318
Memphis, TN 38184-3318

Alea Properties (USA) LLC
8426 Horton Highway
College Grove, TN 37046

Allied Ventures LLC
11673 Belle Manor Drive
Arlington, TN 38002-4496

Aremco Incorporated
2808 Stage Center Drive
Memphis, TN 38134-4698

Ash Holdings GP
6423 Eagle Valley Cove
Bartlett, TN 38135-7429

Bank Of Bartlett
6281 Stage Road
Memphis, TN 38134

Barlow Diane C And Brittney J Barlow
6113 Camelia Lane
Memphis, TN 38134

Barnett T O & Mary
5645 Murray Road
Memphis, TN 38119-3831

Bartholomy Andy
1200 E. Woodhurst, Ste. L100
Springfield, MO 65804-4260

Bartlett Area Chamber Of Commerce Inc.
2969 Elmore Park Road
Bartlett, TN 38134-8309

Bartlett Colored Cemetery (TR)
2775 Shelby Street
Memphis, TN 38134-4509

Bartlett Heights LLC
744 S. White Station Road
Memphis, TN 38117-4577

Bartlett Lanes LLC
1200 E. Woodhurst Drive, Ste. L100
Springfield, MO 65804-4260

Bartlett Mortgage Incorporated
2860 Stage Village Cove
Memphis, TN 38134-4663

Bartlett Office Park Assoc. Incorporated
6075 Stage Road
Memphis, TN 38134-8313

Beloshapka Brent A & Shelbie
2799 Bragg Lane
Bartlett, TN 38134-4656

Ben R Williams Properties Incorporated
2863 Stage Center Drive
Memphis, TN 38134

Berretta Louis A III & Vicky P
2771 Elmore Park Road
Memphis, TN 38134-4617

Bonicelli Charles Michael
6267 Constance Avenue
Memphis, TN 38134-4613

Bonicelli Charles P & Rose V
2812 Galaxie Street
Memphis, TN 38134-4688

Branch Bartlett Associates LP
3340 Peachtree Road, Ste. 600
Atlanta, GA 30326-1065

Butler Maurice
P O Box 280
Cordova, TN 38088

Carpenter Lance W & Gwen A
2000 Rutger Street
St. Louis, MO 63104-2431

Cedors LLC
2851 Stage Center Drive
Memphis, TN 38134-4679

Chasse LLC
6240 Stage Plaza
Bartlett, TN 38134

Chen He Xin & Xu Ye
2863 Elmore Park Road
Memphis, TN 38134

Cicero Charles P & Susan L
6096 Camelia Lane
Bartlett, TN 38134-4657

City Of Memphis
125 N. Main Street
Memphis, TN 38103

Clanton Jon W & Katherine
45432 Bison Court
Temecula, CA 92592-4805

Clark Leslie R E
2770 Bragg Lane
Bartlett, TN 38134-4612

Clemons Harriet K (LE) And Debra Simcox
6230 Venus Avenue
Memphis, TN 38134-4647

Clinton Kris & Richard
2854 Stage Village Cove
Bartlett, TN 38134

Cohen Mario
1715 Glen Bean Court
Knoxville, TN 37919

Collier David E And Gary Rheauume (RS)
2831 Elmore Park Road
Bartlett, TN 38134-4619

Communications Workers Of America
2860 Price Road
Bartlett, TN 38135

Conwill Properties LLC
6115 Stage Road
Memphis, TN 38134

Dailey Stacy H
6130 Camelia Lane
Bartlett, TN 38134-4690

Dattel Samuel
250 Riverchase Parkway
Birmingham, AL 35244

Dattel Samuel Marital Trust B
505 S. Perkins Road, Ste. 103
Memphis, TN 38117-3937

Denton Susan H
2340 Pagely Place
Bartlett, TN 38134

DMB Holding I LLC
4198 Loch Meade Drive
Lakeland, TN 38002-3995

Do It LLC
1779 Kirby Parkway, Ste. 1-310
Germantown, TN 38138-3666

EBTF Incorporated
6025 Stage Road, Ste. 42308
Bartlett, TN 38134-8374

Exline Walter L Jr Living Trust
210 Golf Club Drive
New Smyrna Beach, FL 32168-2123

Felix Darnecia And Dominique Tillis
235 Choctaw Drive
Oakland, TN 38060-5298

Galdonez Brian K
6078 Camelia Lane
Bartlett, TN 38134-4657

Gebremichael Assefa
1129 Holmes Avenue
Campbell, CA 95008-7107

Gerlach Paul A
2963 Elmore Park Road
Memphis, TN 38134-8371

Gill Walter And Jean R Gil
7256 Andrews Road
Bartlett, TN 38135-2634

Gray Ronald E & Judy J
6088 Camelia Lane
Memphis, TN 38134-4657

Gubala Paul & Debbie C
2786 Elmore Park Road
Memphis, TN 38134-4618

Gubala Paul J And Deborah Fave
2786 Elmore Park Road
Memphis, TN 38134-4618

Hackmeyer/Hailey Properties
2502 Mt. Moriah Road, Ste. A110
Memphis, TN 38115-1515

Halby John R & Michelle
5361 Egypt Central Road
Bartlett, TN 38135

Hardin Terrance D
6118 Camelia Lane
Memphis, TN 38134-4690

Harnage James & Lisa
2839 Elmore Park Road
Memphis, TN 38134-4619

Hertter Properties LLC
3668 Castle Point Drive
Southaven, MS 38672-6651

Home Assistance LLC
4536 Marble Hill Lane
Bartlett, TN 38134-1273

House John C
1961 Brigance Cove
Germantown, TN 38139-5685

House L M & Betty C
2798 Bragg Lane
Bartlett, TN 38134-4612

HS Memphis Investments LLC
7846 Pips Ridge Lane
Bartlett, TN 38133-5816

Huynh Andy
7126 Santa Cruz Drive
Memphis, TN 38134

Ingram Zwemer E Jr & Shelia J
2784 Bragg Lane
Memphis, TN 38134-4612

Issa Mohammad
1349 Winoka Road
Collierville, TN 38017-3353

Jackson Bobby P
6068 Stage Road
Memphis, TN 38134

James R Pearce Revocable Trust
4359 Stage Road
Memphis, TN 38128-5708

Johnson Jonathan M
2764 Surrey Park Drive
Bartlett, TN 38134-4650

Jones David S
2796 Elmore Park Road
Bartlett, TN 38134-4618

Kellon James & Laverne
2951 Elmore Park Road
Memphis, TN 38134-8309

Kessling Robert R & Whitney M
2854 Elmore Park Road
Bartlett, TN 38134-4689

King Anthony E
1507 Brentwood Drive
West Memphis, AR 72301-1878

Landers Michael J & Karen R
2822 Elmore Park Road
Memphis, TN 38134-4689

Ledbury Cary A & Gloria K
6207 Stage Road
Memphis, TN 38134-3725

Lofton-Wells Pamela
6187 Stage Road
Bartlett, TN 38134-3725

Lokey James N & Sharon J
6140 Camelia Lane
Memphis, TN 38134

Lucius David
2874 Price Drive, Ste. 3
Bartlett, TN 38134-4695

Mapco Petroleum Incorporated
1900 Dalrock Road
Rowlett, TX 75088-5526

Marsh Patricia T
2783 Elmore Park Road
Bartlett, TN 38134-4617

Master's Equity Group LLC
2845 Stage Center Cove
Bartlett, TN 38134-4603

Matsuo Hiromune
6240 Venus Avenue
Memphis, TN 38134-4647

McKee Lance & Anita
2838 Elmore Park Road
Memphis, TN 38134-4689

McKinney Michael D
8893 Valley Creek Drive
Arlington, TN 38002-4483

McSwain William LLC
2066 Satinwood Drive
Memphis, TN 38119

McWaters William A Jr Living Trust
2851 Stage Village Cove, Ste. 2
Memphis, TN 38134

Meeks David E & June R
6103 Camelia Lane
Bartlett, TN 38134

Mid South Independent Electrical
2814 Stage Center Drive
Bartlett, TN 38134

Middle Michael LLC
2854 Stage Center Drive, Ste. 104
Bartlett, TN 38134-4200

Mid-South Independent Electrical
2814 Stage Center Drive
Bartlett, TN 38134-4677

Mock Talmadge W And Martha J Mock
3939 Robin Hill Drive
Memphis, TN 38135

Naini Jamie B
8504 Mysen Cove
Cordova, TN 38018

Neal Robert L & Sue N
6224 Venus Avenue
Memphis, TN 38134-4647

Norman And Long And Jennings Realty
7066 Highway 70
Bartlett, TN 38133-3812

Pearson Gary L & June C
2771 Satellite Street
Memphis, TN 38134-4643

Powell Raymond L & Betty A C
6112 Camelia Lane
Memphis, TN 38134-4690

Preuett Austin D
2855 Elmore Park Road
Bartlett, TN 38134-4619

Putman Jerry W
2847 Elmore Park Road
Memphis, TN 38134-4619

Realty Income Properties 17 LLC
11995 El Camino Real
San Diego, CA 92130-2539

Robbins Steven & Donna M
6104 Camelia Lane
Memphis, TN 38134-4690

Security Enterprises Inc And Jeffrey B
2870 Stage Village Cove
Memphis, TN 38134

Shearer Stanley L
P O Box E
Eads, TN 38028

Shephard Jim L And Charlotte R Shephard
3046 Elmore Park Road
Bartlett, TN 38134-3606

Simpson Wally J & Iris M
2806 Elmore Park Road
Bartlett, TN 38134-4689

Siu Management Company LLC
16141 Cleveland Street, Unit 315
Redmond, WA 98052-4354

Smith Elizabeth A
2830 Elmore Park Road
Bartlett, TN 38134

Spirit Master Funding LLC
5555 Glenridge Connector, Ste. 300
Atlanta, GA 30342-4741

Springs Michael T
2777 Bragg Lane
Memphis, TN 38134

Sta Ana Rozen S & Janette
2775 Stage Center Drive
Memphis, TN 38134

Stage Road Corporation
P O Box 34098
Memphis, TN 38184

Taylor Gladys D
2770 Elmore Park Road
Memphis, TN 38134-4618

Taylor Ira T & Peggy J
2765 Surrey Park Drive
Memphis, TN 38134-4654

Thoni Ronald E And Maureen T
9309 Charly Hill Lane
Cordova, TN 38016-2300

True Mem2016 1 LLC
1024 Bayside Drive, Ste. 205
Newport Beach, CA 92660-7462

Turner Carolyn J
6697 Booth Forrest Drive
Bartlett, TN 38135-9145

Two Sisters Ministry Incorporated
1901 Woodchase Glen Drive
Cordova, TN 38016-2605

Union Planters National Bank
250 Riverchase Parkway, 6th Floor
Birmingham, AL 35244

United States Postal Service
555 S. 3rd Street
Memphis, TN 38101

Victoria Station Properties LLC
600 Village Trace, Bldg. 23
Marietta, GA 30067-4069

Watts Curtis L & Aluren E Ballo
6276 Constance Avenue
Memphis, TN 38134-6414

Weatherall Charles
5892 Diplomat Place
Bartlett, TN 38134-5585

Webb Rachel
2862 Elmore Park Road
Memphis, TN 38134-4689

Wilks Bruce
2817 Elmore Park Road
Bartlett, TN 38134-4619

Williams Stephen S & Wency C
5112 Stage Road Ste. 4
Memphis, TN 38134

Winkal Holdings LLC
10 Rye Ridge Plaza, Ste. 200
Rye Brook, NY 10573

Solomito Land Planning
1779 Kirby Parkway #1-323
Memphis, TN 38138

Solomito Land Planning
1779 Kirby Parkway #1-323
Memphis, TN 38138

Solomito Land Planning
1779 Kirby Parkway #1-323
Memphis, TN 38138

Tim Scott
Dixie Chicken, LLC
1550 Timothy Road, Suite 203
Athens, GA 30606

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Athens, GA 30606

Carter Engineering
3651 Mars Hill Road, Suite 2000
Watkinsville, GA 30677

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Watkinsville, GA 30677

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Watkinsville, GA 30677

Gordon-Bartlett Center Grantor Trust
P. O. Box 22422
Memphis, TN 38122

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Memphis, TN 38122

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Athens, GA 30606

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Dixie Chicken, LLC
1550 Timothy Road, Suite 203
Athens, GA 30606

Carter Engineering
3651 Mars Hill Road, Suite 2000
Watkinsville, GA 30677

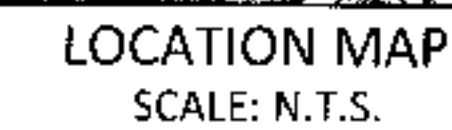
Carter Engineering
3651 Mars Hill Road, Suite 2000
Watkinsville, GA 30677

Carter Engineering
3651 Mars Hill Road, Suite 2000
Watkinsville, GA 30677

Gordon-Bartlett Center Grantor Trust
P. O. Box 22422
Memphis, TN 38122

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Memphis, TN 38122

[illegible]

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Carter Engineering Consultants, Inc.
3651 Mars-Fall Road, Suite 2000
Baltimore, MD 21227

T: 770.725.1200
F: 770.725.1211
WWW.CAROLYNGUNNING.COM

SITE DEVELOPMENT PLANS
for
DIXIE CHICKEN, LLC
6165 STAGE ROAD, SHELBY COUNTY, BARTLETT, TN 38134

PROJECT NAME:
ZAXBY'S

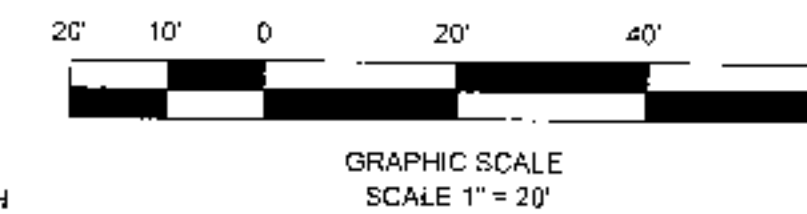
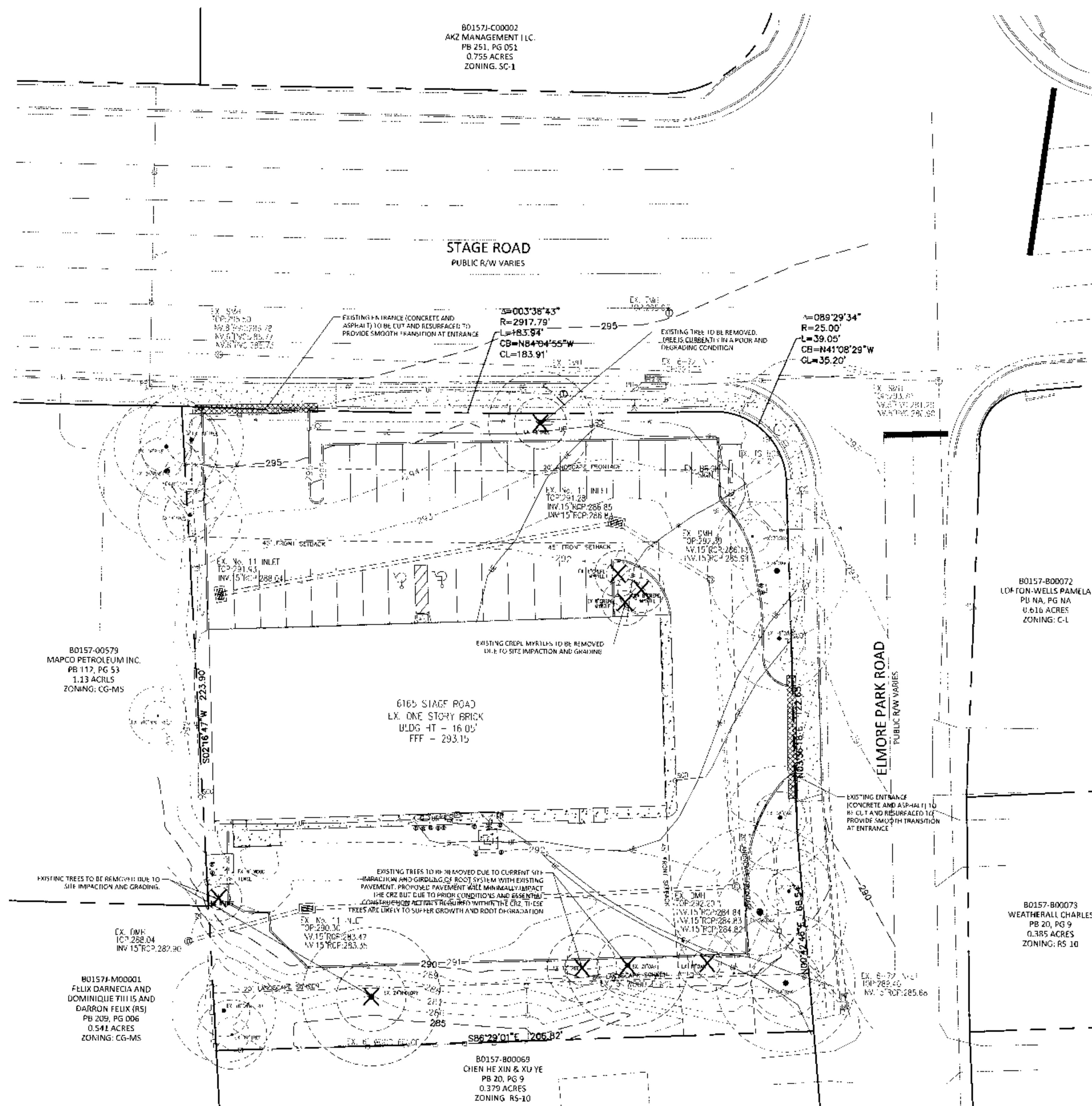
SHEET TITLE:
EXISTING
CONDITIONS &
DEMO PLAN

SHEET NUMBER:
2

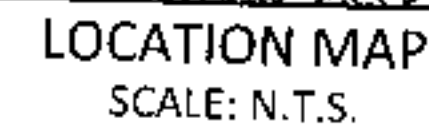
PROJECT NUMBER:
20524ZAX

DATE: 07/06/20

Packet Pg. 54



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F: 770.725.12X4
www.daffernengineering.co.uk

LA 38134

ENIN, BART

HELBY
CH
LO

STAGE 1

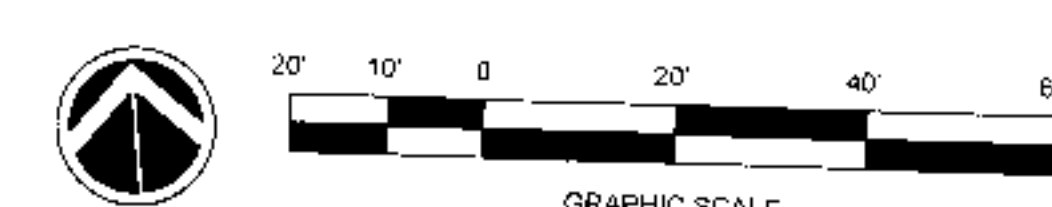
PROJECT NAME:

ET TITLE:

TEST NUMBER: _____

PROJECT NUMBER: _____

Packet Pg. 55



EXIST'NG. ASH DRIVEWAY	21,282 SF	4.484 AC.	46.84%
	29,929 SF	5.546 AC.	57.13%
TOTAL IMPROVED LOT COVERAGE	29,287 SF	5.673 AC.	58.06%
STREET & W/ COVERAGE	3,450 SF	0.283 AC.	38.11%
W/ COVERAGE	24,192 SF	3.555 AC.	34.79%
PULSATRY W/ COVERAGE	873 SF	0.027 AC.	0.24%
IMPROVED BUILD'NG COVERAGE	41,504 SF	0.517 AC.	5.00%
IMPROVED LOT COVERAGE	1,263 SF	0.003 AC.	0.03%
OPEN SPACE PROVIDED	15,721 SF	0.226 AC.	24.94%
V/IMPROVED AREA PROVIDED	29,287 SF	0.571 AC.	58.06%

OBJECT NUMBER: 20524ZAX

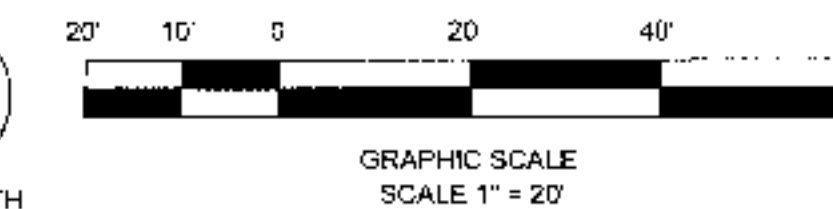


Tel: 730.725.1233
 Fax: 730.725.1244
www.cartersengineering.net

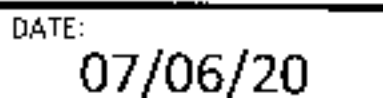
PROJECT NAME:
ZAXBY'S

SHEET NUMBER:
4

DATE: 07/06/20

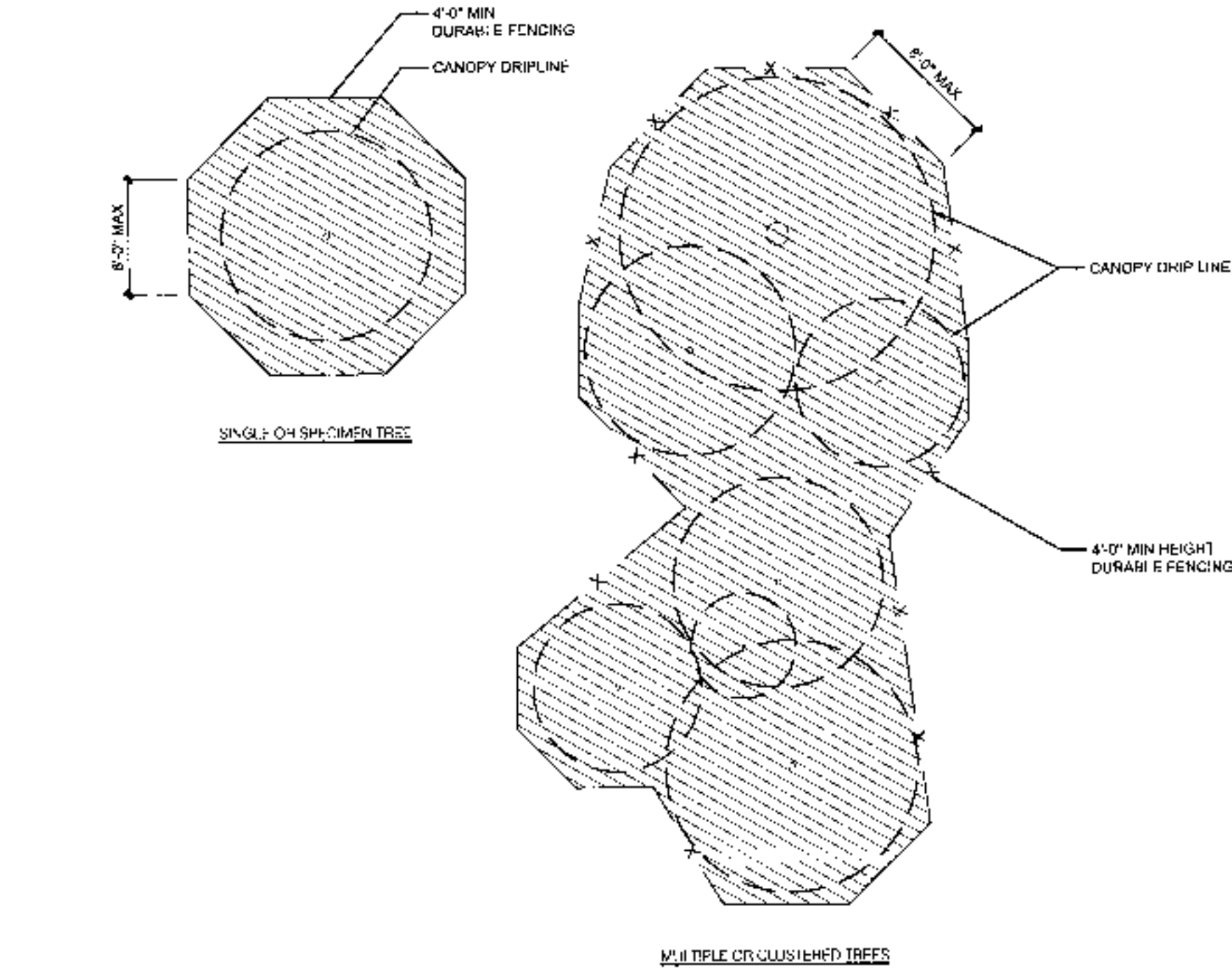


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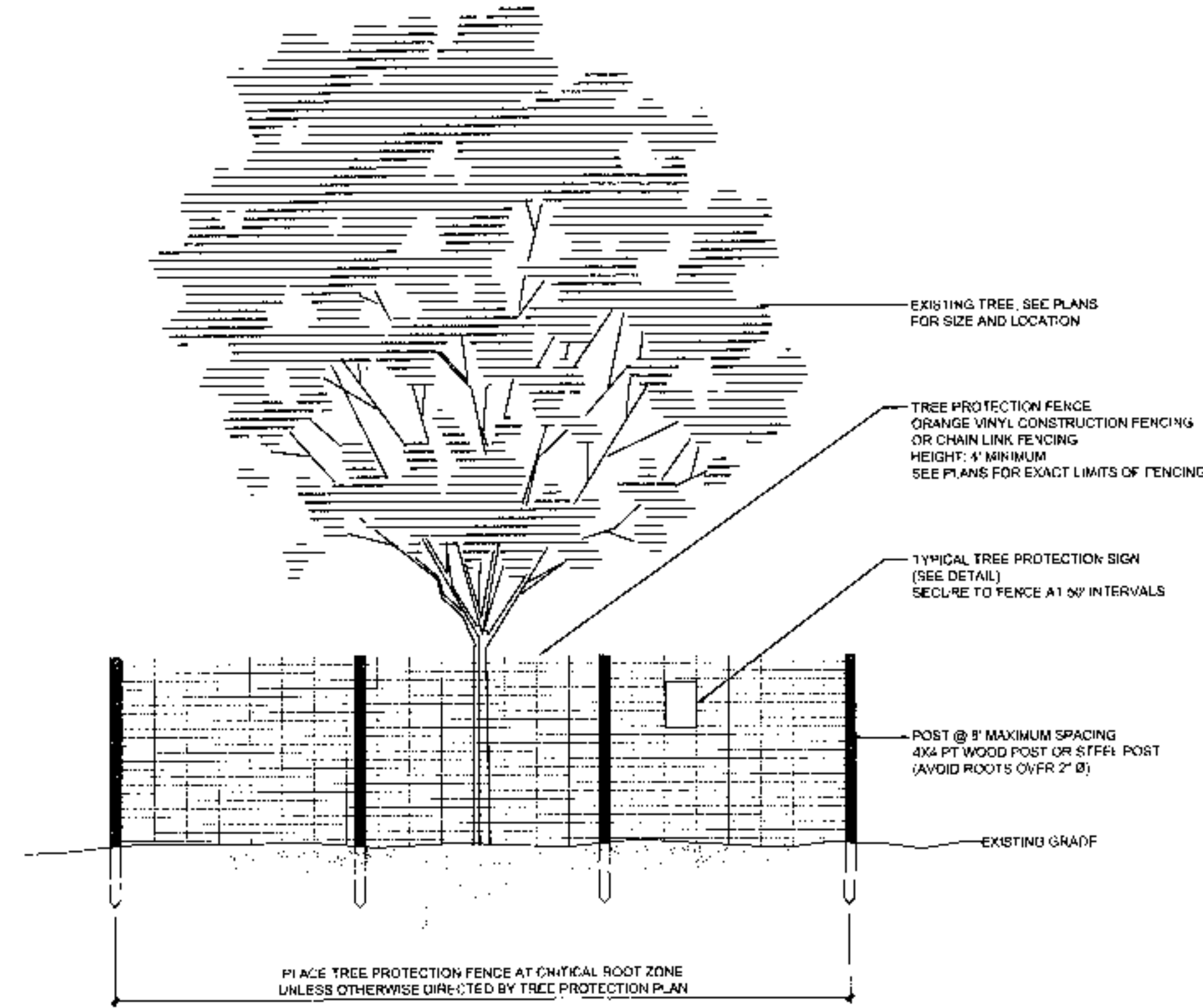
Packet Pg. 60

DATE: 07/06/20 Pack



TREE PROTECTION FENCE - TYPICAL LAYOUT

TREE PROTECTION FENCE DETAILS
3" = 1' - 0"



TREE PROTECTION FENCE (TYPICAL)

TREE PROTECTION FENCE NOTES

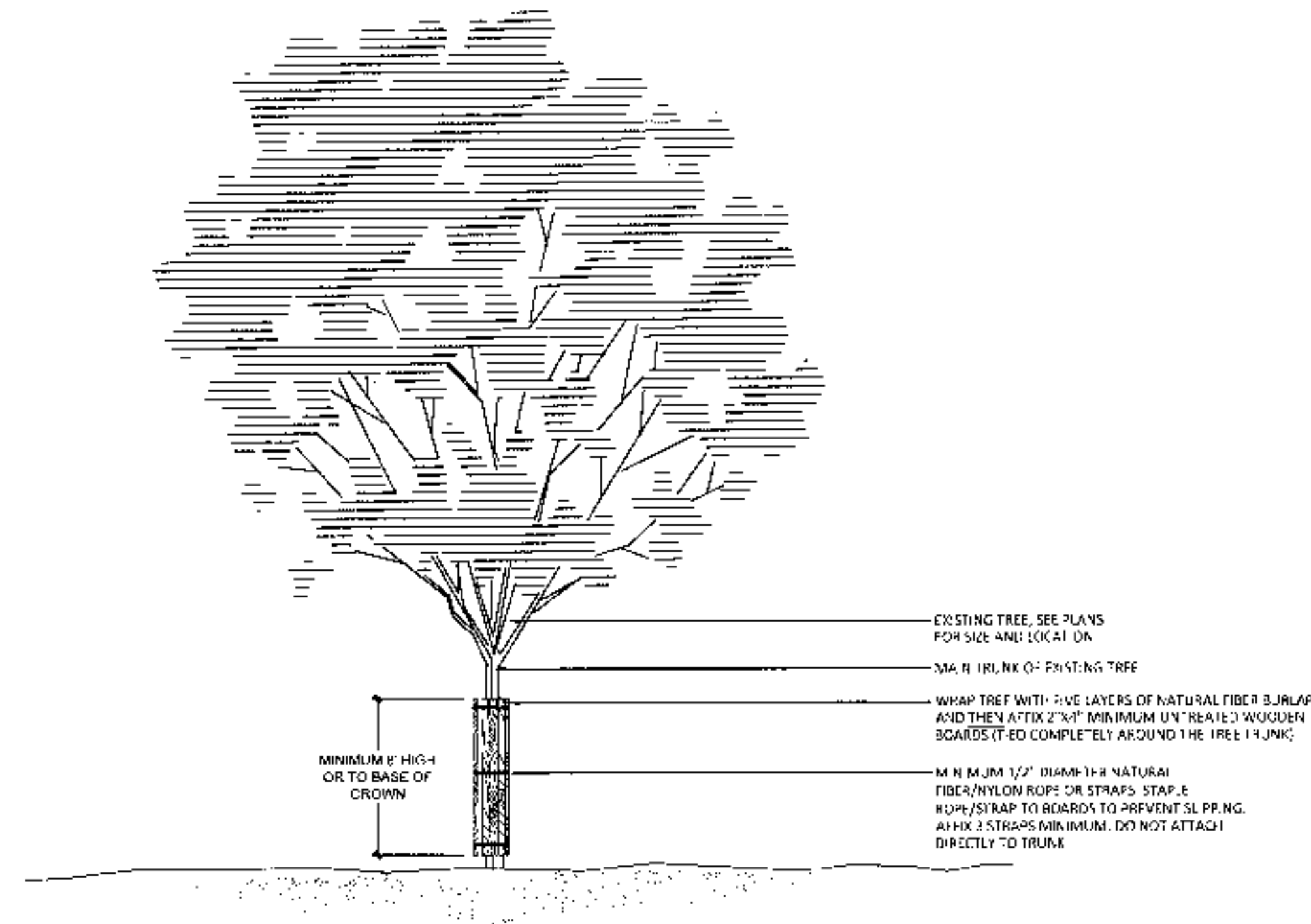
1. TREE PROTECTION FENCE SHALL BE A MINIMUM 4 FEET TALL AND CONSTRUCTED OF STURDY MATERIAL CHAIN LINK OR ORANGE VINYL CONSTRUCTION FENCING.
2. TREE PROTECTION FENCE SHALL BE MOUNTED ON 4X4 WOOD POST OR STEEL POST AT A MAXIMUM SPACING OF 8 FEET ON CENTER & INTO THE GROUND WITH NO GAPS.
3. IN AREAS WHERE SALT CONTROL DEVICES AND TREE PROTECTION FENCE RUN PARALLEL, SALT CONTROL DEVICES MAY NOT BE USED FOR TREE PROTECTION PURPOSES.
4. TREE PROTECTION FENCE SHALL BE ERECTED PRIOR TO ANY PLANTING OR START OF ANY CLEARING AND LOG OR OTHER CONSTRUCTION ACTIVITY.
5. THE CONTRACTOR SHALL INFORM TREE PROTECTION MANAGEMENT PRACTICES REVIEWER AS DEFINED ON THIS SHEET AND IN THE PLANTING PLAN AND PLANTING NOTES FOR AREAS WHERE TREE PROTECTION FENCE CANNOT BE LOCATED AT THE CRITICAL ROOT ZONE, AND FOR AREAS WHERE CONSTRUCTION ACTIVITIES OCCUR WITHIN THE CRITICAL ROOT ZONE OR EXISTING TRAPS.
6. TREE PROTECTION FENCE SHALL NOT BE REMOVED UNTIL COMPLETION OF ALL CONSTRUCTION ACTIVITY.
7. NO EQUIPMENT SHALL OPERATE INSIDE THE TREE PROTECTION FENCE INCLUDING MOUNDING, GRADING, BACKFILLING AND REMOVAL.
8. NO EQUIPMENT OR MATERIALS SHALL BE STORED INSIDE THE TREE PROTECTION FENCE.



NOTE

1. THE CONTRACTOR SHALL ENSURE THAT TREE PROTECTION SIGNAGE REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION ACTIVITY.

TREE PROTECTION FENCE - SIGN
3" = 1' - 0"



NOTE

1. DO NOT DIRECTLY FASTEN PLANKS TO TREES.
2. DO NOT PIN OR STAKE PLANKS INTO THE GROUND.
3. INSTALL PLANKING COMPLETELY AROUND THE TREE. DO NOT PLACE PLANKING BOARDS ON ROOT FLARE OF TREE.
4. TIC BOARDS WITH 1/2" DIAMETER ROPE OR STRAPS SUFFICIENT TO PROTECT THE TREE DURING CONSTRUCTION.
5. WHERE SIGNIFICANT TREE BRANCHES EXIST WHICH PREVENT PLANK INSTALLATION, PLANKING SHALL EXTEND TO THE ELEVATION OF THE LOWEST BRANCH.

TREE TRUNK PROTECTION
3" = 1' - 0"



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2005 Old Hickory Road, Suite 200
Watkinsville, GA 30677
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F: 706.725.1204
www.carterengineering.com

SITE DEVELOPMENT PLANS
for
DIXIE CHICKEN, LLC
6165 STAGE ROAD, SHELBY COUNTY, BARTLETT, TN 38134

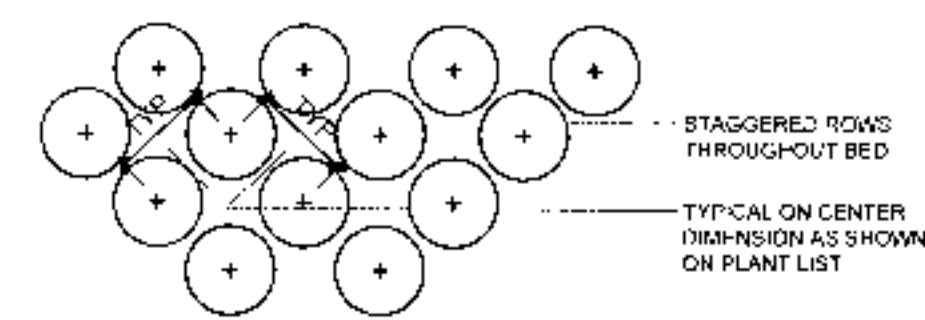
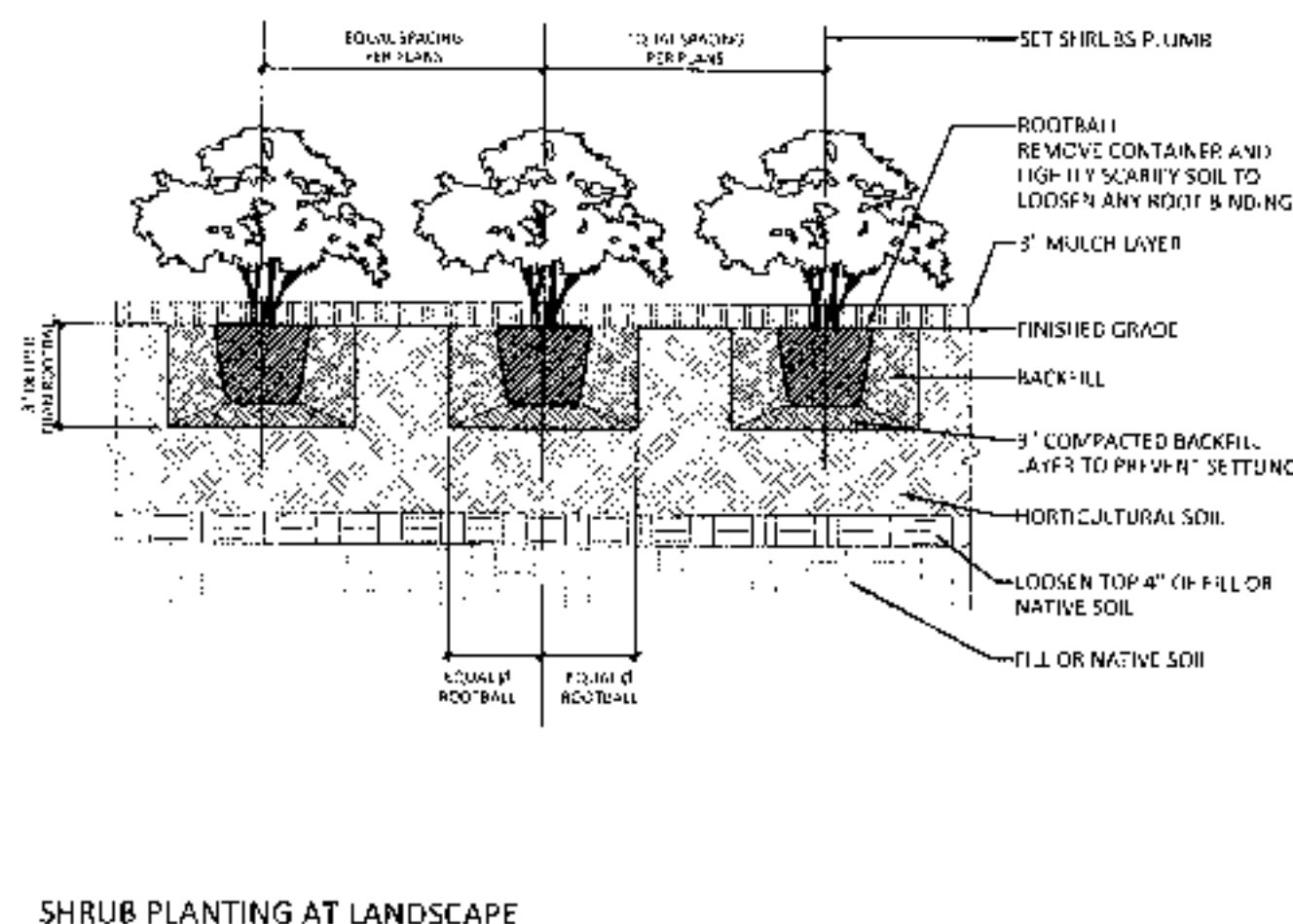
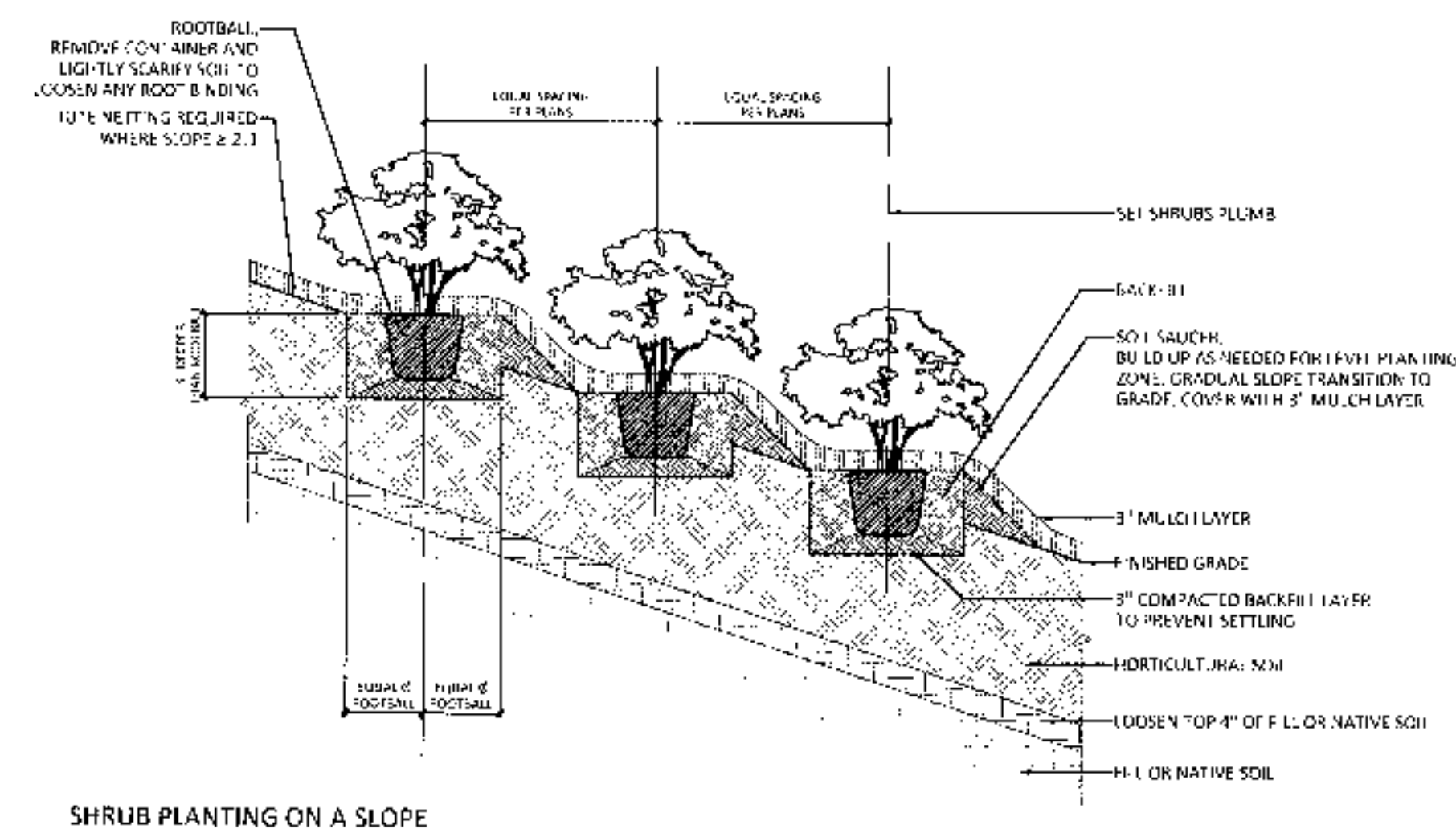
PROJECT NAME:
ZAXEY'S

SHEET TITLE:
**TREE PROTECTION
DETAILS**

SHEET NUMBER:
17

PROJECT NUMBER:
20524ZAX

DATE:
07/06/20



NOTES:

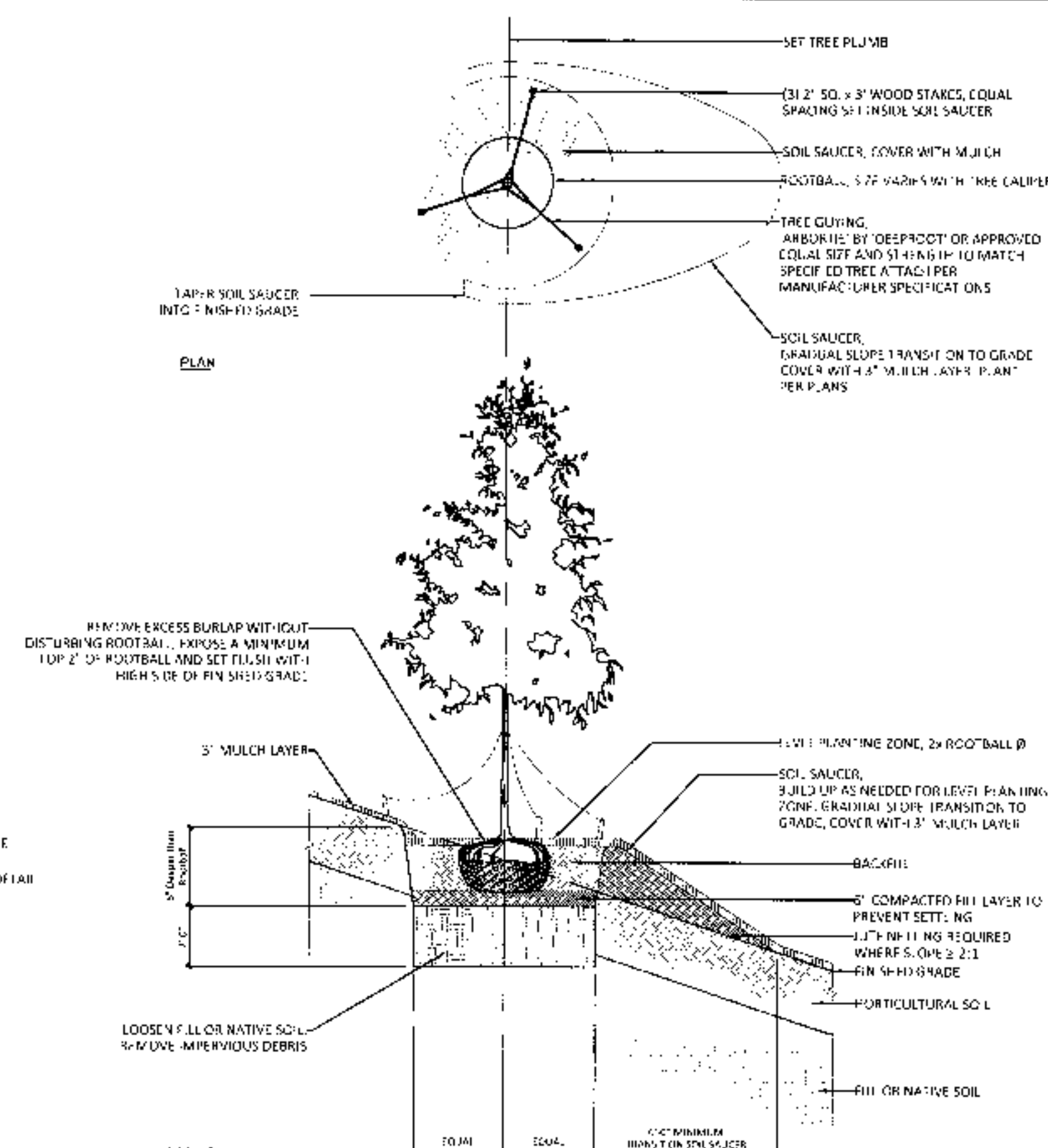
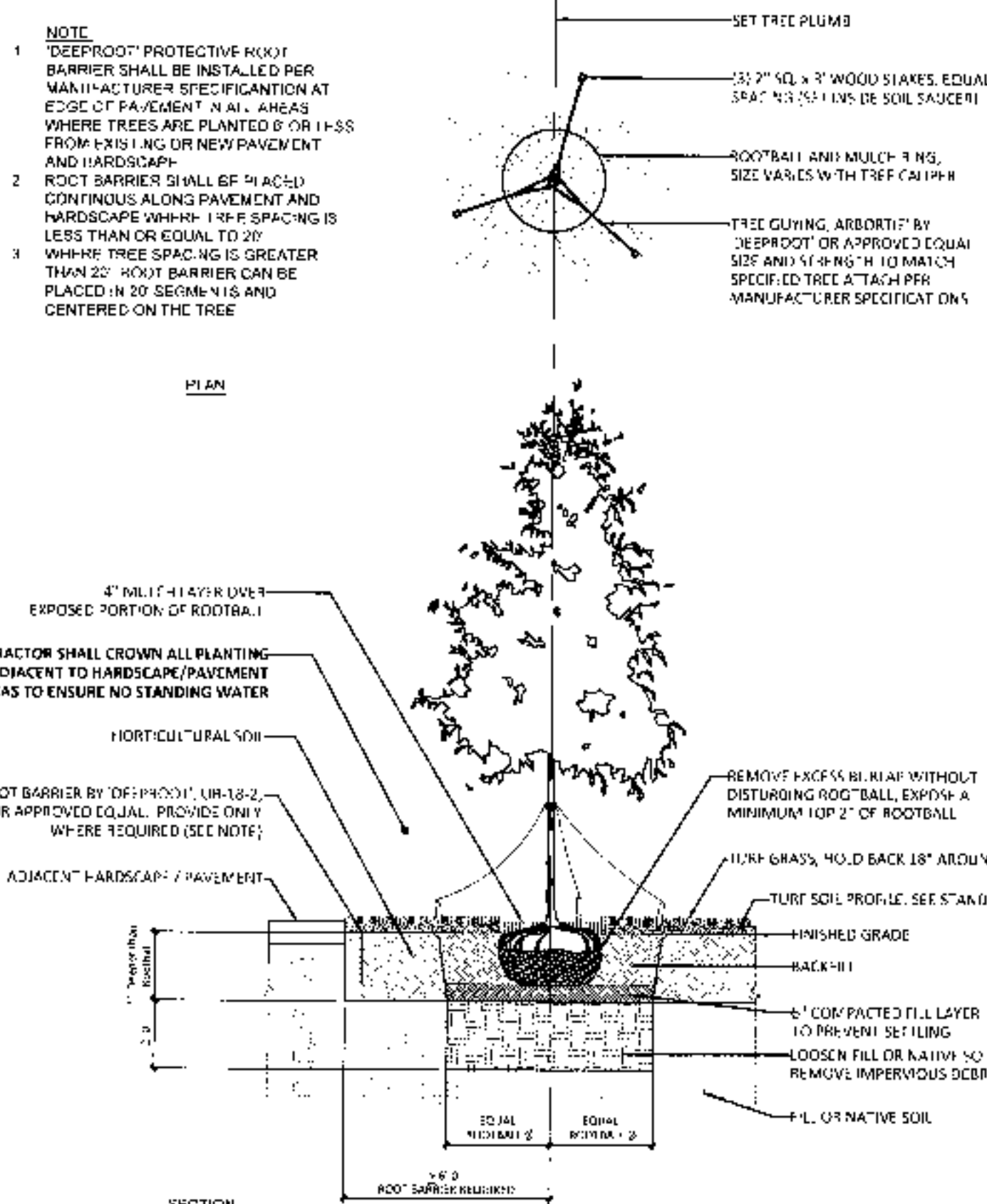
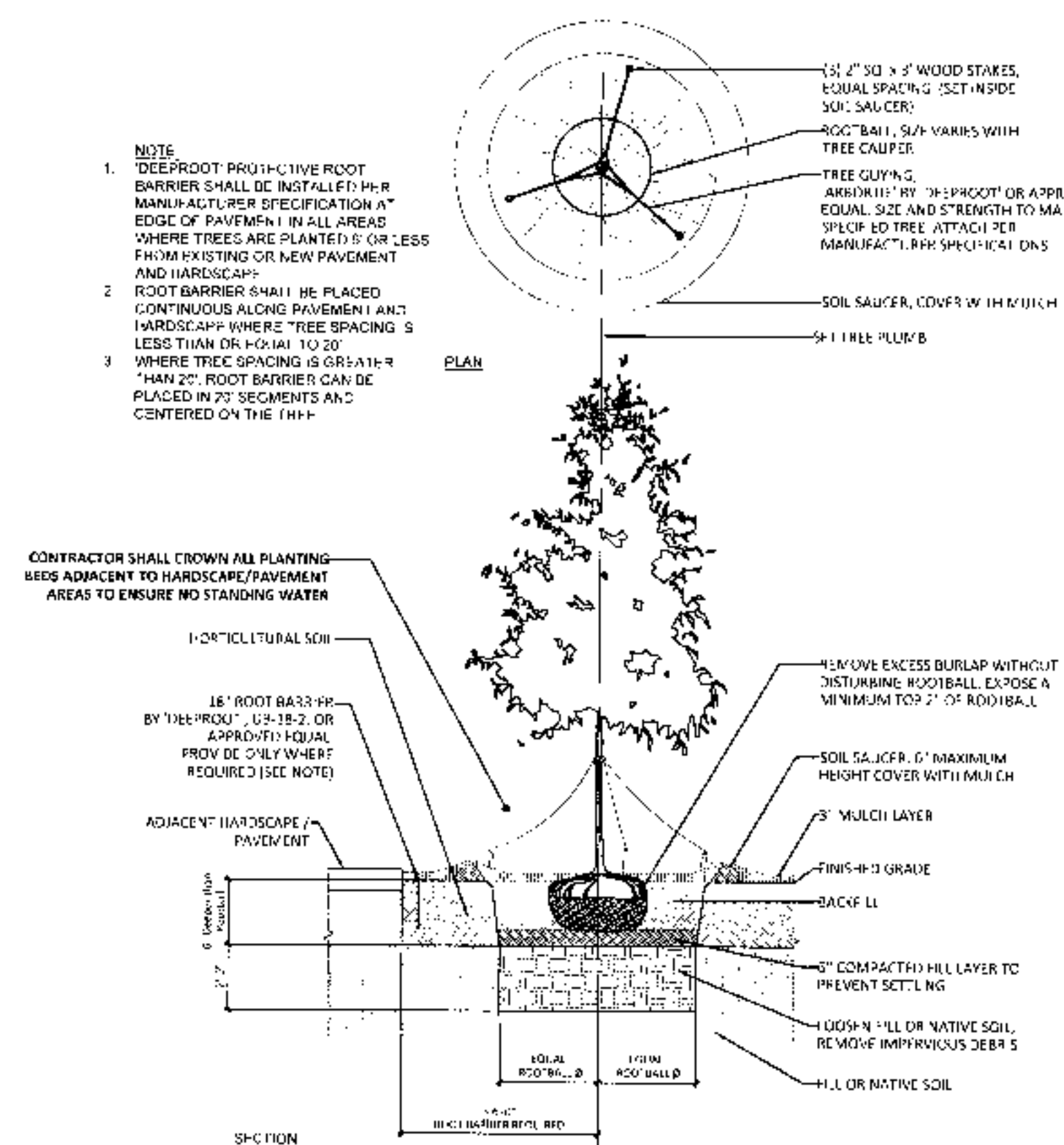
1. SEE PLANTING PLANS FOR SHRUB AND GROUND COVER BED AREAS.
2. ROWS SHALL BE STRAIGHT AND PARALLEL.
3. SH-PLANTING SCHEDULE FOR GROUND COVER SPACING AND QUANTITIES.

SHRUB PLANTING ON A SLOPE

SHRUB PLANTING AT LANDSCAPE

SHRUB & GROUND COVER SPACING

1

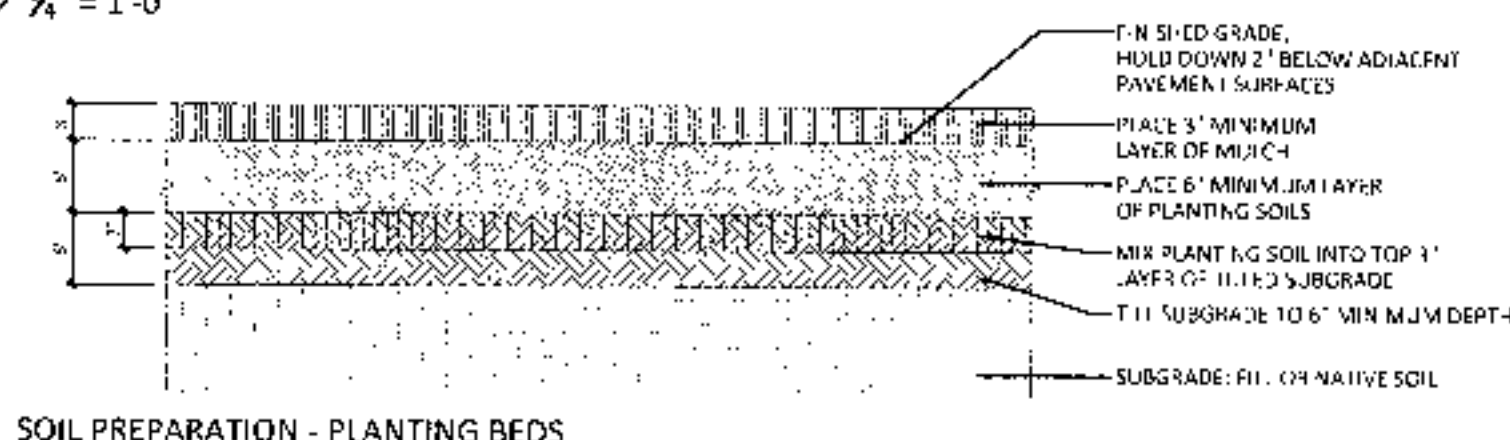
 SHRUB PLANTING DETAILS
 $\frac{1}{2}" = 1'-0"$


TREE PLANTING AT LANDSCAPE

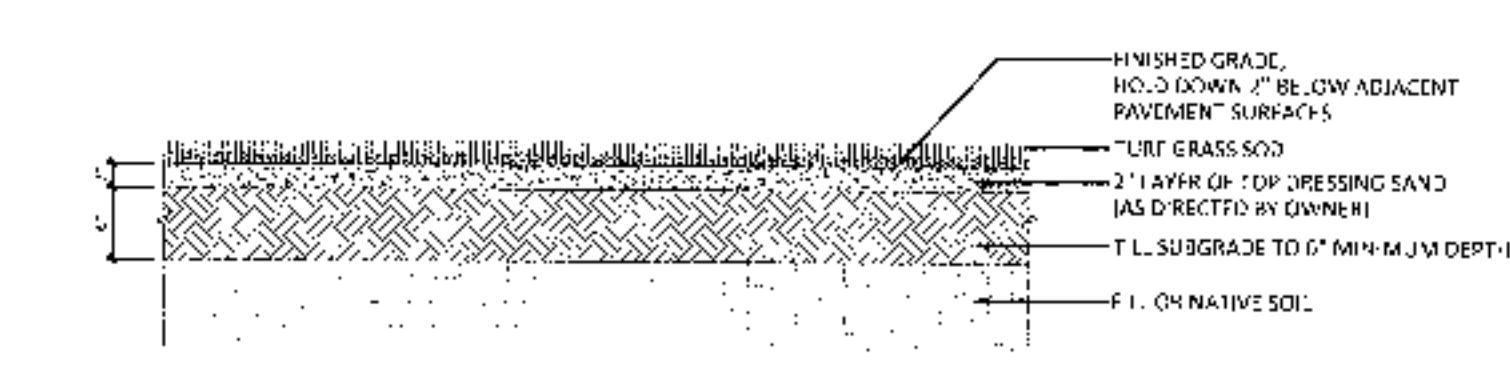
TREE PLANTING AT LAWN

TREE PLANTING ON A SLOPE

2

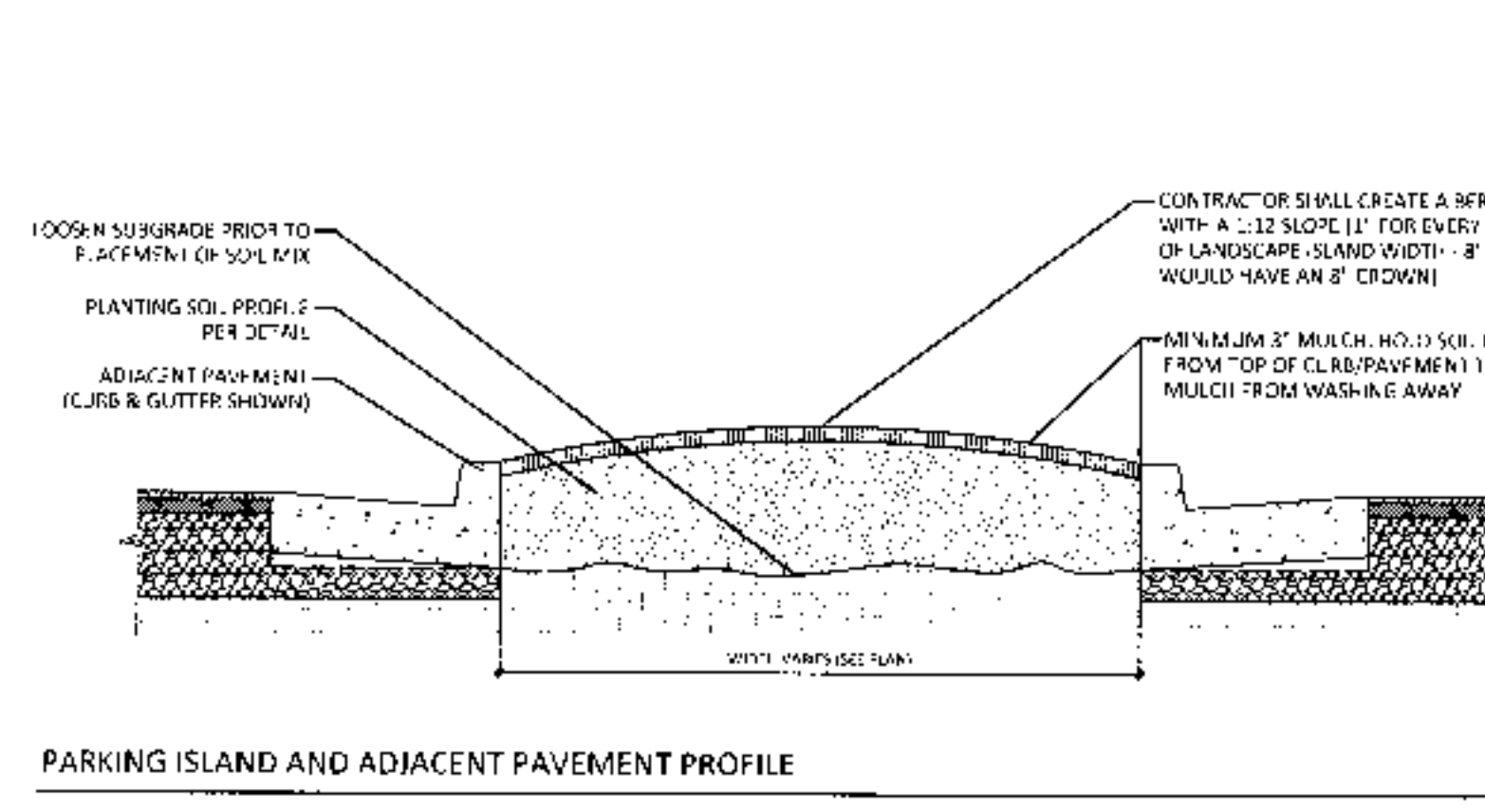
 TREE PLANTING DETAILS
 $\frac{1}{4}" = 1'-0"$


SOIL PREPARATION - PLANTING BEDS

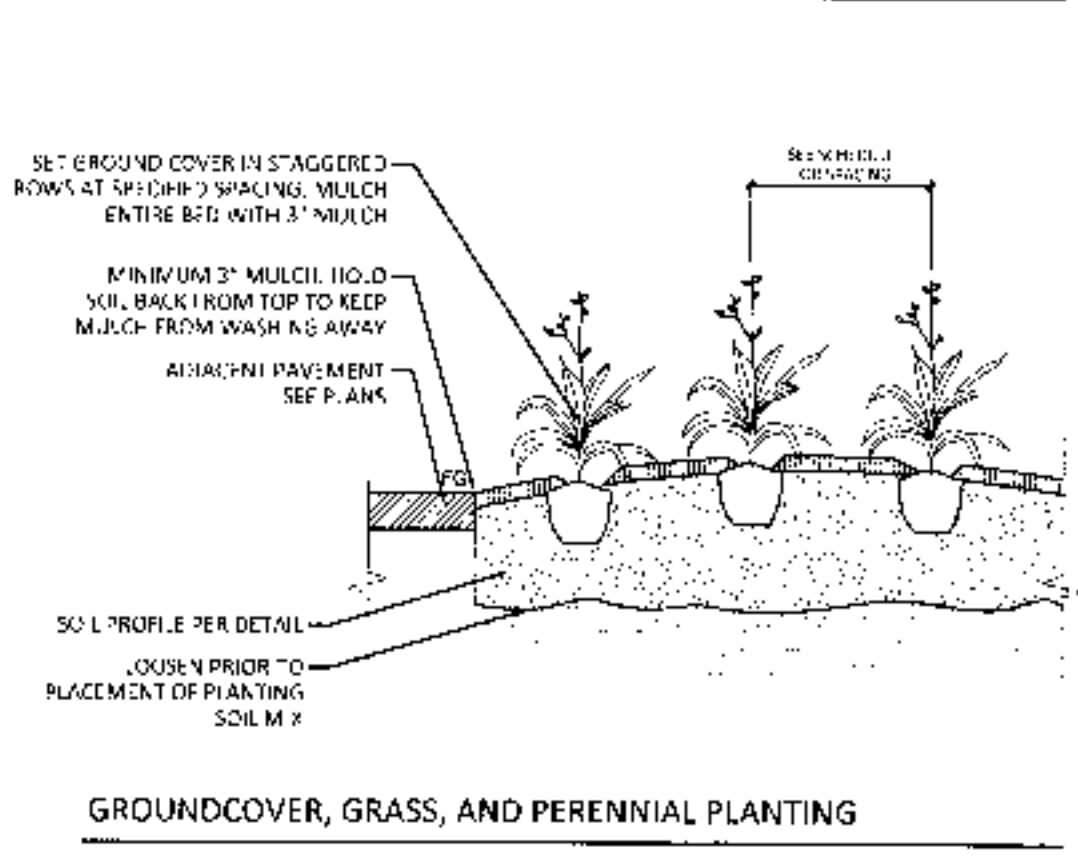


SOIL PREPARATION - TURF GRASS

4

 SOIL PREPARATION DETAILS
 $\frac{1}{4}" = 1'-0"$


PARKING ISLAND AND ADJACENT PAVEMENT PROFILE



GROUND COVER, GRASS, AND PERENNIAL PLANTING

5

 GROUND COVER AND PLANTING BED DETAILS
 NOTES


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475 E. Main St., Suite 200
Nashville, TN 37203

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F: 615.252.1204
www.carterengineering.com

SITE DEVELOPMENT PLANS
for
DIXIE CHICKEN, LLC
6165 STAGE ROAD, SHELBY COUNTY, BARTLETT, TN 38134

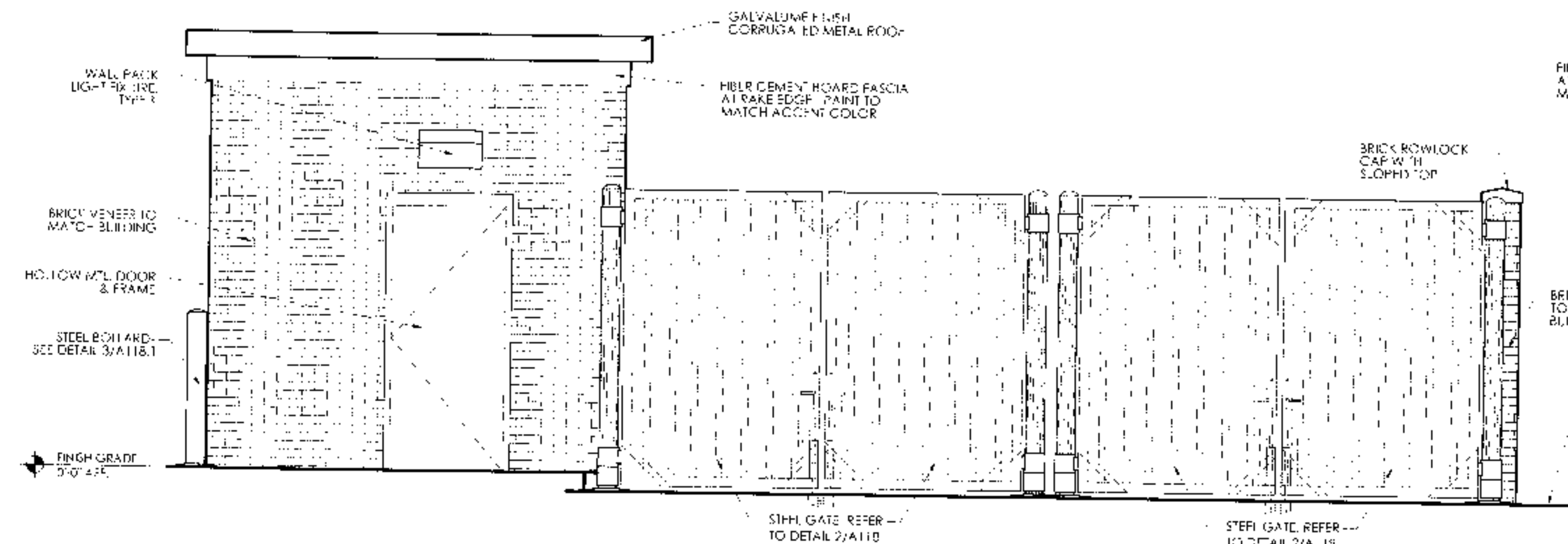
PROJECT NAME:
ZAXBY'S

SHEET TITLE:
**LANDSCAPE
DETAILS**

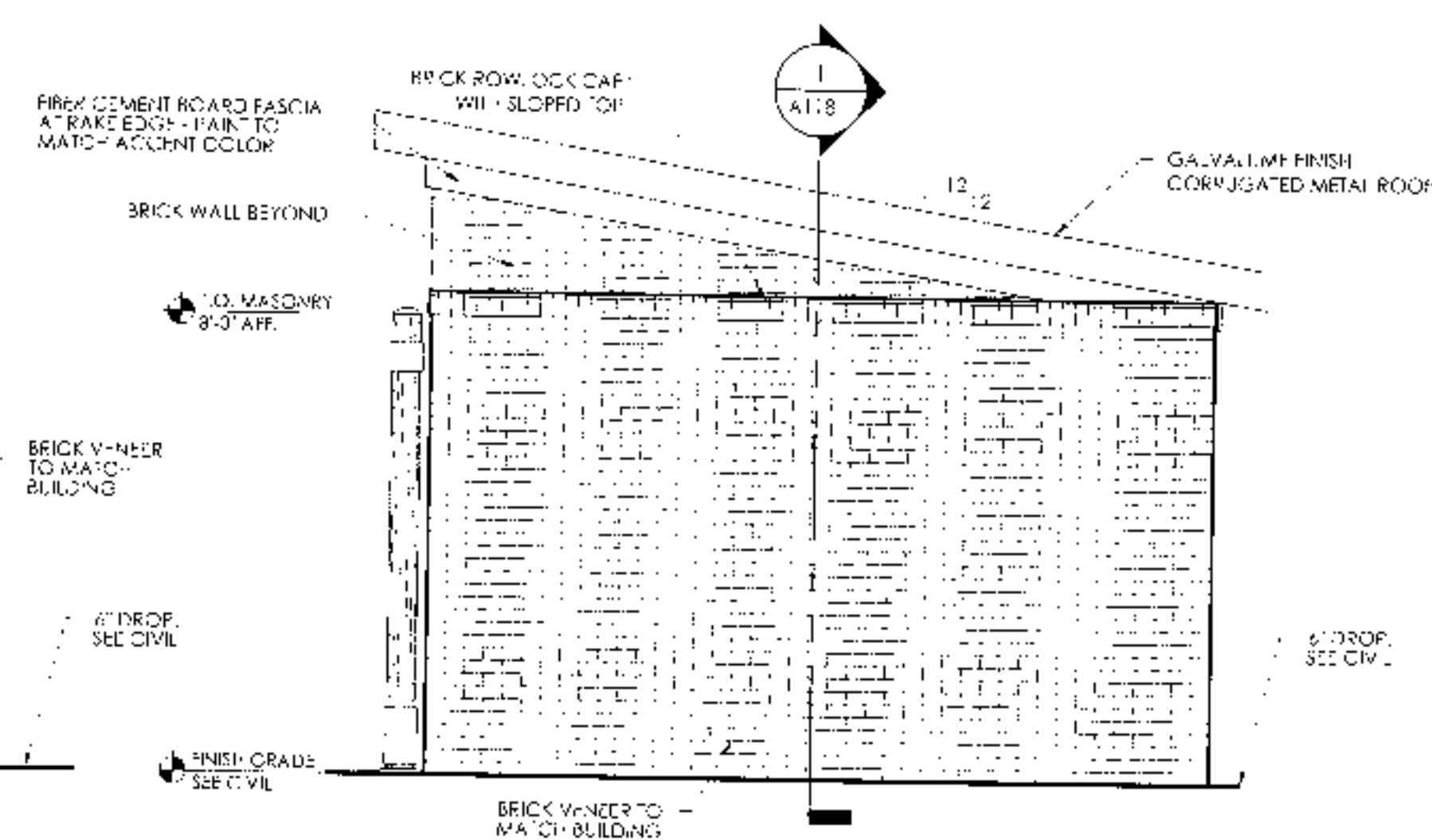
SHEET NUMBER:
19

PROJECT NUMBER:
20524ZAX

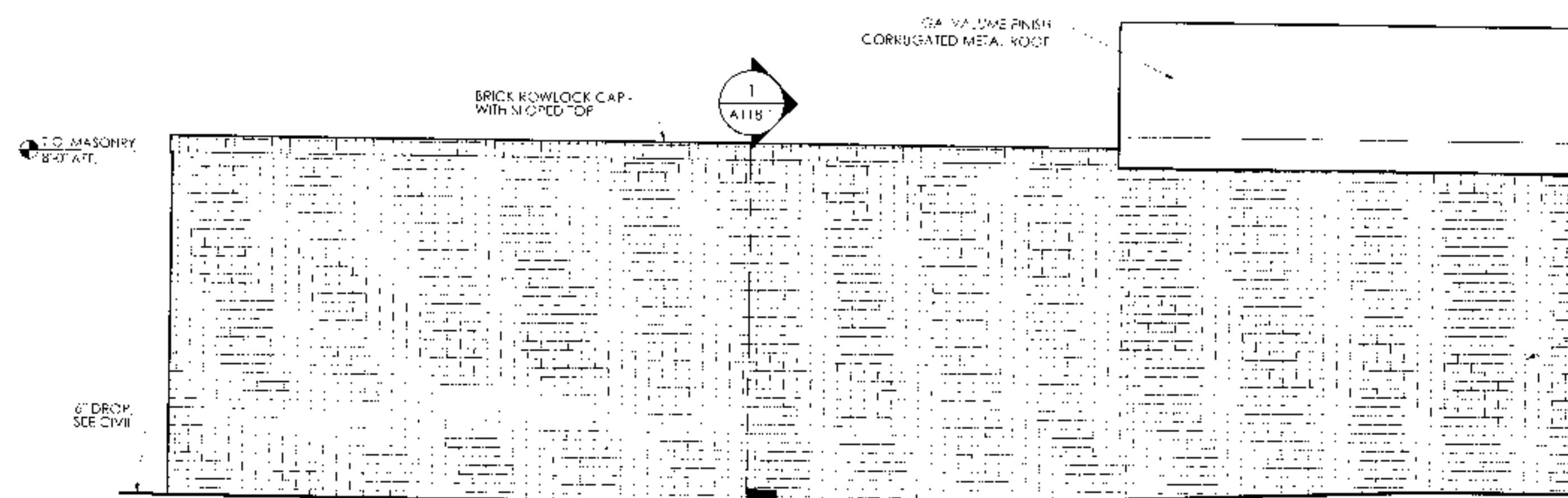
DATE:
07/06/20



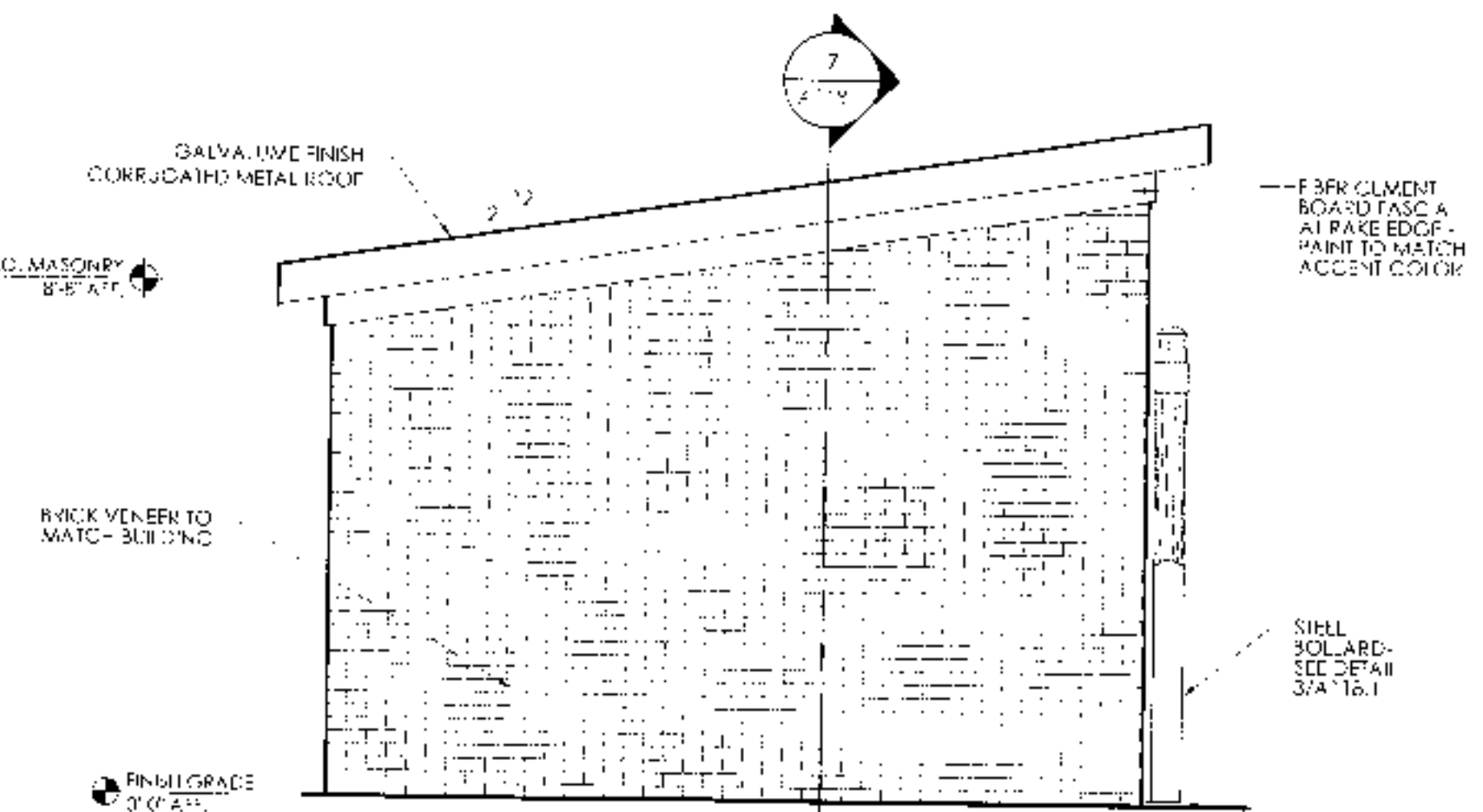
7 FRONT ELEVATION - DUMPSTER
A118 3/8"=1'-0"



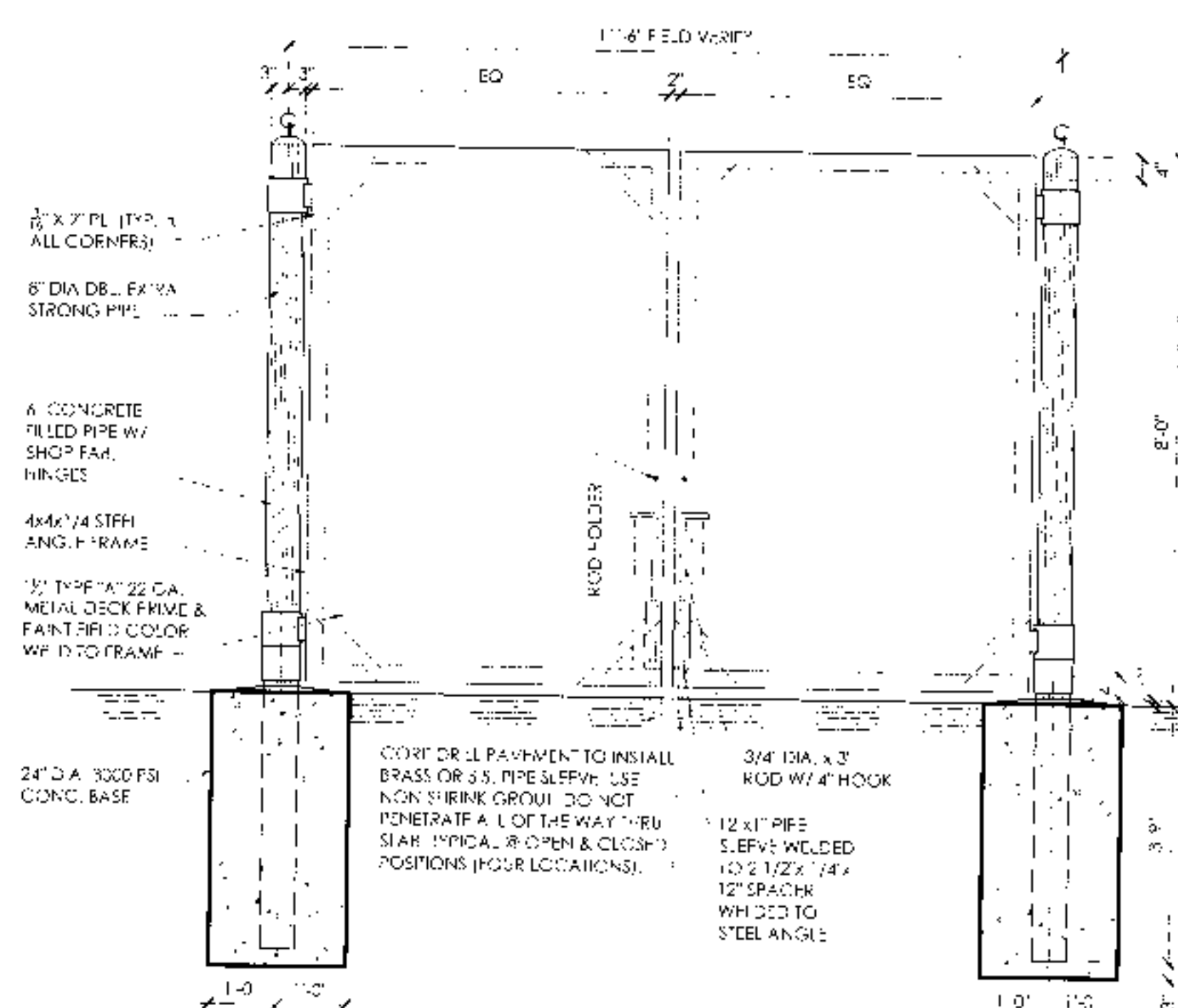
8 RIGHT ELEVATION - DUMPSTER
A118 3/8"=1'-0"



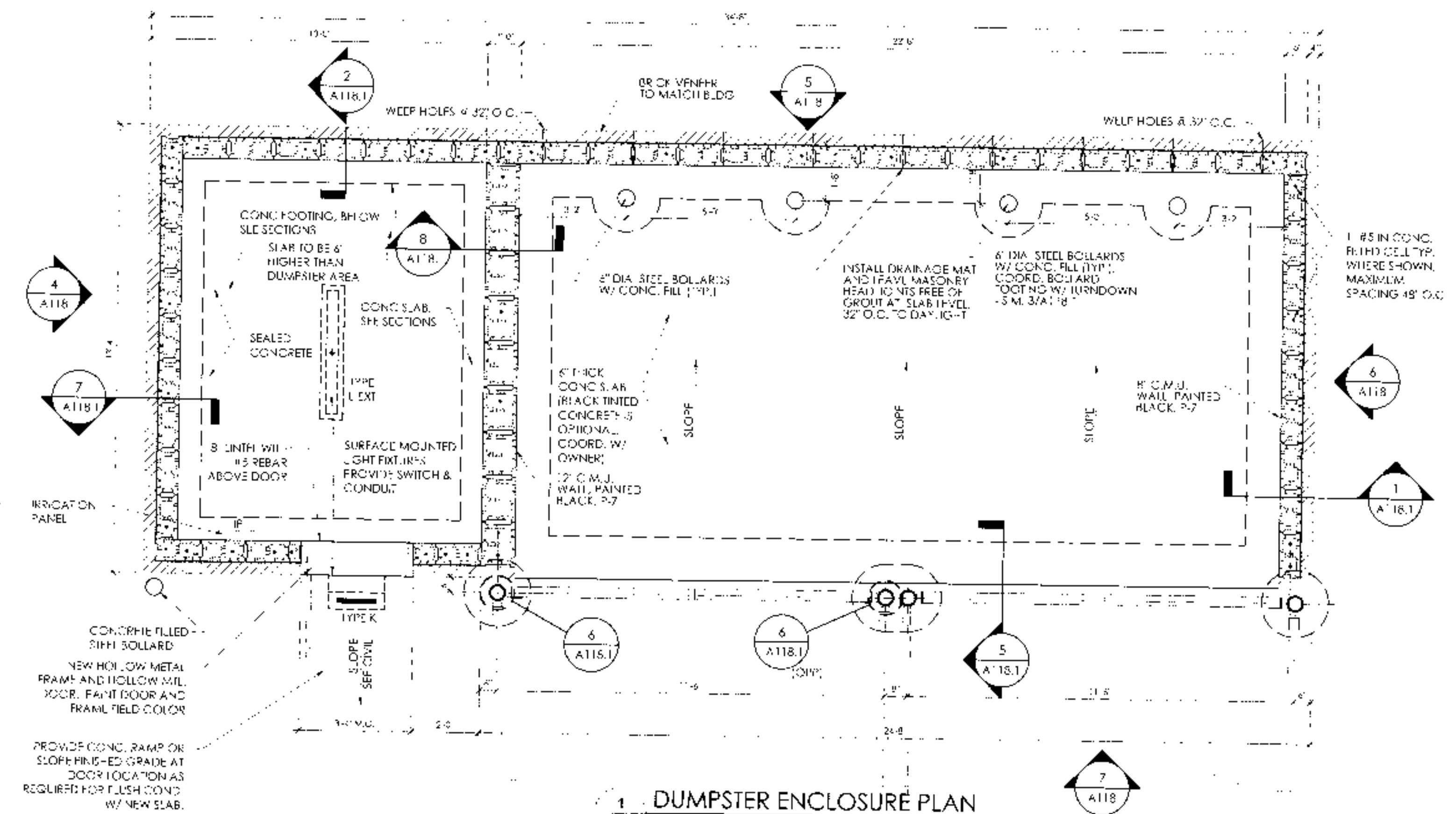
5 REAR ELEVATION - DUMPSTER
A118 3/8"=1'-0"



4 LEFT ELEVATION - DUMPSTER/STORAGE
A118 3/8"=1'-0"



2 DUMPSTER ENCLOSURE GATE DETAIL
A118 1/2"=1'-0"



1 DUMPSTER ENCLOSURE PLAN
A118 3/8"=1'-0"

ARCHITECT OF RECORD
THOMAS E. MORGAN, JR.
ARCHITECT

423 FISCHER TRAIL
ELLIHAY, GEORGIA 30540

MRI
DESIGN GROUP

3450 Acworth Due West Road
Building 100, Suite 120
Kennesaw, Georgia 30144
P. 770-917-9172
F. 770-917-9470
www.mridesign.com

NOT RELEASED FOR
CONSTRUCTION

ISSUE SHEET NO.
1
DATE: 10/1/2008

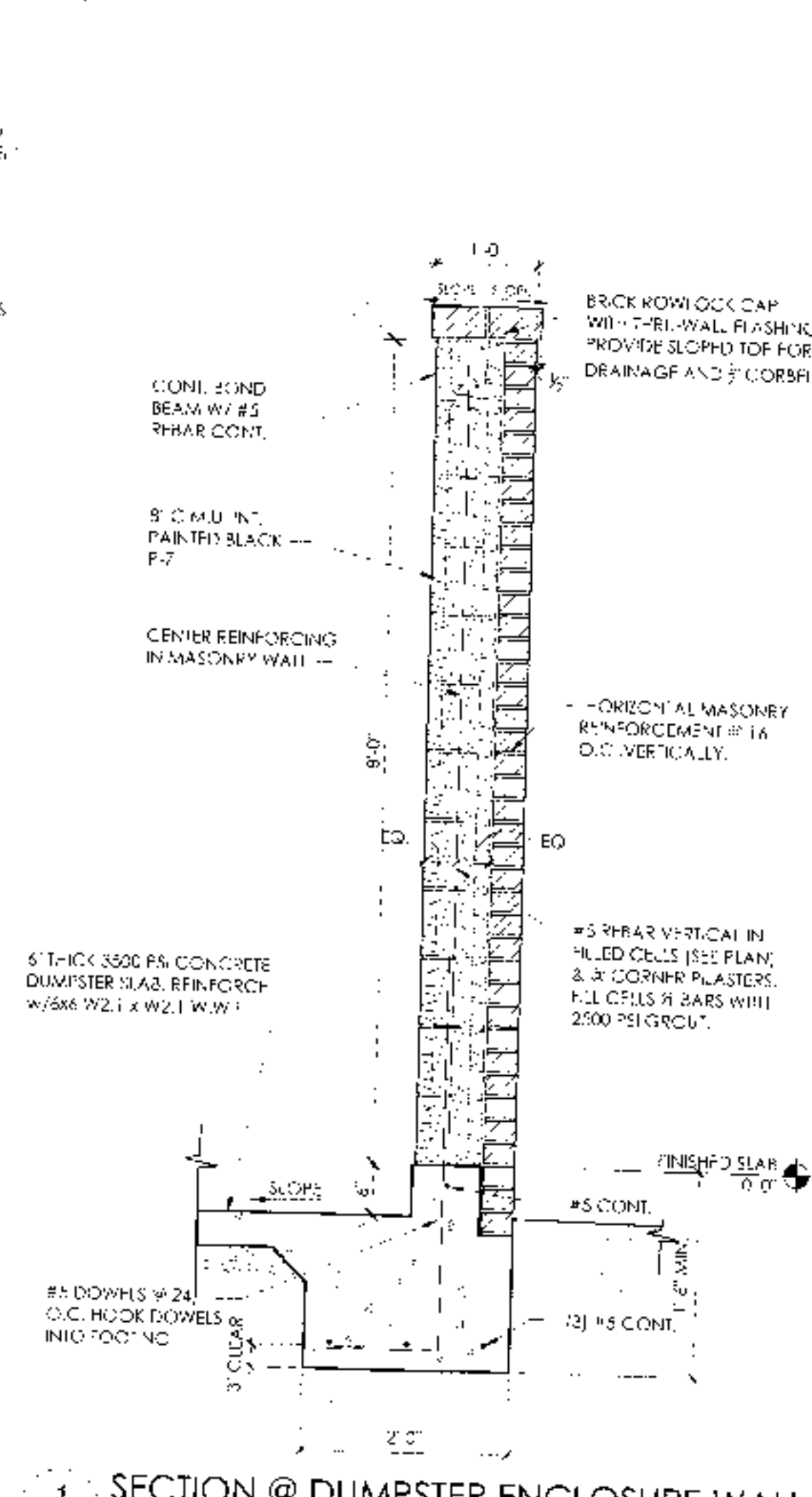
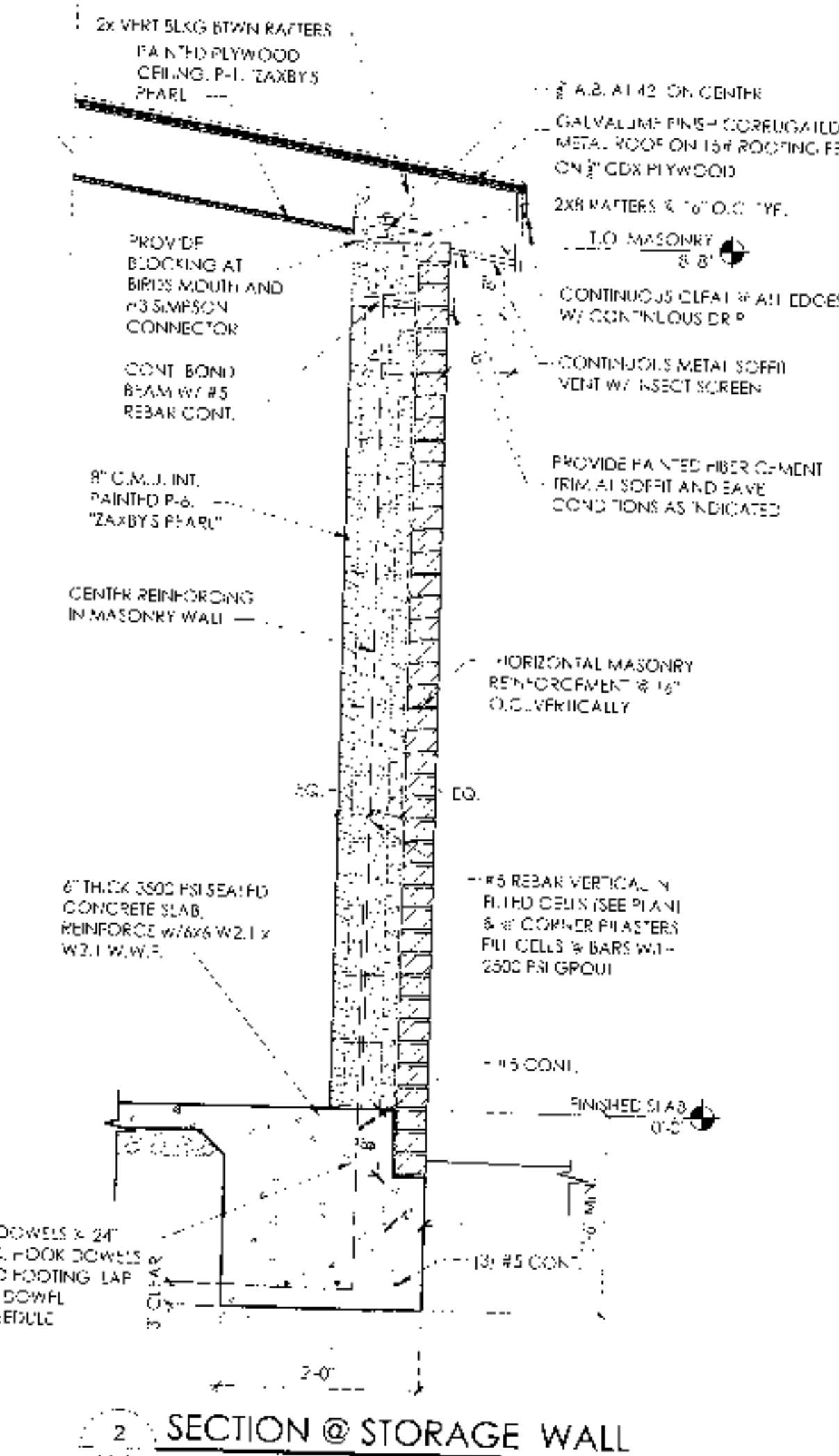
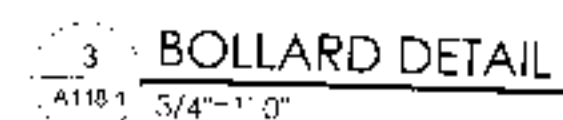
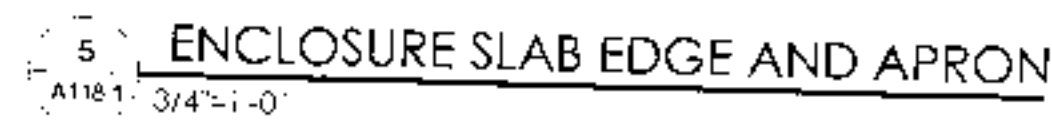
DRAWN BY:
CHK'D BY:
PROJECT NAME AND ADDRESS:

ZAXBY'S
70 SEATS
2.0 FARMHOUSE

DUMPSTER
ENCLOSURE
DETAILS

PROJECT NO: 20

A118



118 Packet Pg. 6

EXTERIOR FINISH SCHEDULE

ALL MATERIALS & INSTALLATION SHALL CONFORM TO APPLICABLE ASTM STANDARDS UNLESS GOVERNING AUTHORITIES HAVE DIFFERENT REQUIREMENTS.

STANDARD BRICK UNIT 3 5/8" x 2 1/4" x 7 5/8" RUNNING BOND

- (1) COLOR: BRICK - COMMONWEALTH (GENERAL SHALE)
APPROVED ALTERNATE - MISCHERKEE NAICHFF (CHEROKEE BRICK)
APPROVED ALTERNATE - OLDE COLUMBIA (BORAL BRICK)
MORTAR - "ANTIQUE BLUE" (COOSA)
- 3/8" THICK MORTAR JOINTS, ASTM C-270, TYPE N.
- 15# ROOFING FELT OVER ALL SUBSTRATES OR STAFFED GLASS. GOLD SHEATHING GROUND VOID SOLID & FENCE AND BELOW F.E. PROVIDE VAPOR BARRIER AS INDICATED.
- CONTINUOUS THROUGH WALL FLASHING, EPDM (BY W.R. GRACE) OR EQUAL, AT BOTTOM OF WALLS & ABOVE OPENINGS. CUT FLASHING FLUSH WITH EXT. FACE. PROVIDE CELL VENT TYPE WELLS ABOVE FLASHING @ 32" O.C. MAX.
- HOHMANN & BARNARD, INC. FLOCK LINE ON CMU FENCE
HOHMANN & BARNARD, INC. DW-10 IS TRIANGULAR MTL. WALL TIES (OR EQUAL) @ 16" O.C. VERT. & AT HORZ. STUD SPACING, 14 GA. SEE SECTIONS & SPECS. ATTACH TO STUDS WITH (2) 16 x 1 1/2" SCREWS.
- (2F) = FIELD COLOR: PAINT SILKWN WILLIAMS "ROYCROFT COPPER KLD" /SW 2839 (SATIN FINISH)
HARDIE PLANK- EMBOSSED GRAIN FINISH- LAP SIDING WITH 6" EXPOSURE. PAINT FIELD COLOR
HARDIE PANEL VERTICAL SIDING, BOARD & BATTEN @ 12" O.C., PAINT PANEL & BATTENS PAINT FIELD COLOR
- (2A) = ACCENT/TRIM COLOR: HARDIE CORNERS, TRIM & TRIM - SHERWIN WILLIAMS "BALANCED BEIGE" /SW 7037 (SATIN FINISH)
HARDIE TRIM BOARDS, CORNICE, FRIEZE & TRIM (SMOOTH FINISH- PAINT SHERWIN WILLIAMS "BALANCED BEIGE" /SW 7037 (SATIN FINISH)
- (3) FASCIA, RAFTERS, PURLINS AND BRACKETS- PAINT SHERWIN WILLIAMS "BALANCED BEIGE" /SW 7037 (SATIN FINISH)
- (4) PREFINISHED METAL COPING OR GRAVEL STOP & ROOFING
C.O. OR COPINGS: FULL 24 GA. GALVANIZED/GALVALUME METAL COPING ONLY
DOWNSPOUTS SHOULD BE GALVANIZED/GALVALUME
ROOFING & REAR AWNING: GALVANIZED/GALVALUME
MATERIAL SHALL BE 24 GAUGE, HOT DIPPED GALVANIZED STEEL OR 0.032 THICK ALUM. FINISH SHALL BE KYNAR 500 FLUOROCARBON COATING. ACCEPTABLE MANUFACTURERS ARE AS FOLLOWS:

A. BERKUSL MANUFACTURING CO., HOUSTON, TX
B. FAC-CLAD
C. MCCI
D. MEELROY METAL CO., PEACHINIL CITY, GA
E. APPROVED EQUIVALENTS WILL BE ACCEPTED

PROVIDE ALL RELATED ACCESSORIES: FLASHING, END CLOSURES, GUTTERS, DOWNSPOUTS, ETC. IN MATCHING CO. OR, INSTALL ALL MATERIALS PER MANUFACTURER'S RECOMMENDATIONS.

A MANUFACTURER'S WARRANTY AGAINST DISCOLORATION & WEATHERING WILL BE REQUIRED.

NOT ALL ROOF PENETRATIONS & ACCESSORIES ARE SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE G.C. TO INSTALL ITEMS INDICATED ELSEWHERE.

- (5) STOREFRONT: WINDOWS & ENTRANCE DOORS (WHITE - ONSI 812/5)

ACCEPTABLE MANUFACTURER: KAWNEER. REFER TO SPECIFICATIONS
ALL GLAZING SHALL BE IN ACCORDANCE WITH THE FOLLOWING VALUES:

GLAZING - 1" INSULATED LOW E COATED ON #2 SURFACES						
TYPE	LOCATION	TYPE & THICKNESS	U FACTOR	SHGC	VLT	VLR
LOW E COATING	EXT. OR SIDE	1/4" TEMPERED	24	.49	.63	.15
LOW E COATING	INTERIOR SIDE	1/4" TEMPERED				

CONTACT PERSON & QUALITY GLASS: JOHNNY DOSTER @ 706 548 4481

- (6) SELF-CLOSING & IMPAIRED GLASS
DRIVE-THRU WINDOW: ROUGH OPENING = 6'-0" WIDE x 5'-8" HIGH
QUICKSERV MCDH SC-4040 SELF-CLOSING FOR 2 SLIDER WINDOW
FIT INTO A "STOREFRONT" FRAME, MATCH STOREFRONT IN CO. OR & GLAZING.

QUICKSERV-D VISION OF MCE SYSTEMS CORP.
P.O. BOX 40466, HOUSTON, TX 77240-0466
P. 800 388-8307 F. 713-462-1936
STOREFRONT & SLIDER ALSO BY:
QUALITY GLASS P. 706-548-4481

G.C. AND STOREFRONT PROVIDER SHALL BE RESPONSIBLE FOR COORDINATION WITH THE OWNER REGARDING THE DIRECTION OF THE SLIDING WINDOW PRIOR TO ORDERING OR INSTALLING ANY MATERIALS.

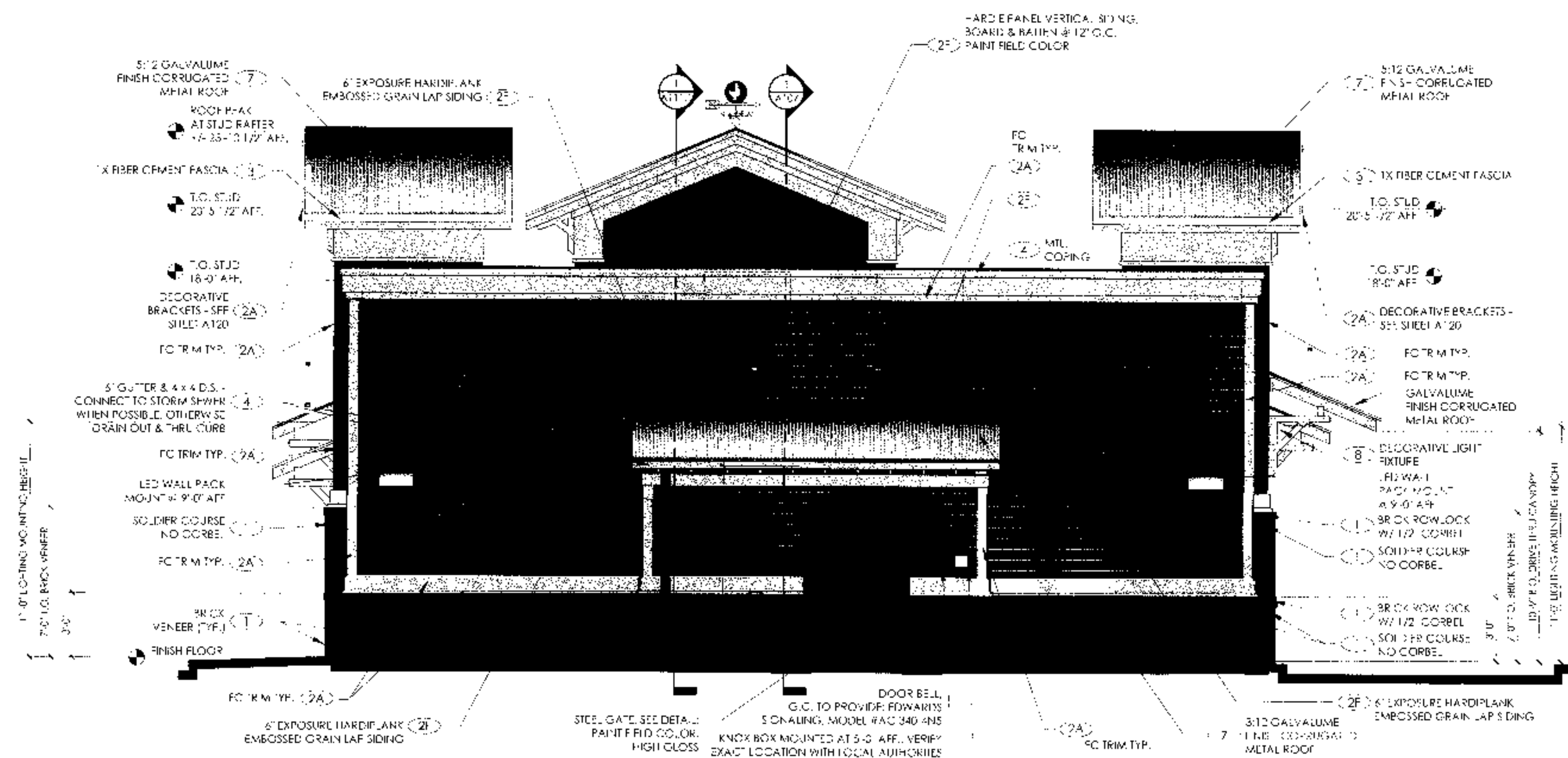
- (7) GALVALUME 22 GA. CORRUGATED FINISH MTL. ROOF (MCCIPBC OR EQUIV.)
- (8) GALVANIZED METAL FINISH GOOSELOCK HITCHES ARE TO BE INSTALLED BY THE G.C.
ALL SPECIFIED MATERIALS MUST BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. ANY DISCREPANCIES OR CONFLICTS BETWEEN THE DRAWINGS AND THE MANUFACTURER'S REQUIREMENTS SHOULD BE IDENTIFIED BY THE CONTRACTOR PRIOR TO INSTALLATION AND DURING THE BID PHASE TO AVOID CHANGE ORDERS.

- (9) INTERIOR LADDER: PAINT BLACK

- (10) CUSTOM FIXED CLASSIC BARN DOORS CONSTRUCTED OUT OF HARDIE PLANK TO MIMIC SIMPSON DOOR, MODEL #49812, 3'-6" WIDE BY 8'-0" TALL TRIM TO BE FIELD TO BE 2" TRACK TO BE POWDER COATED BLACK, COORDINATE WITH FLOOR HARDWARE SPECIFICATIONS

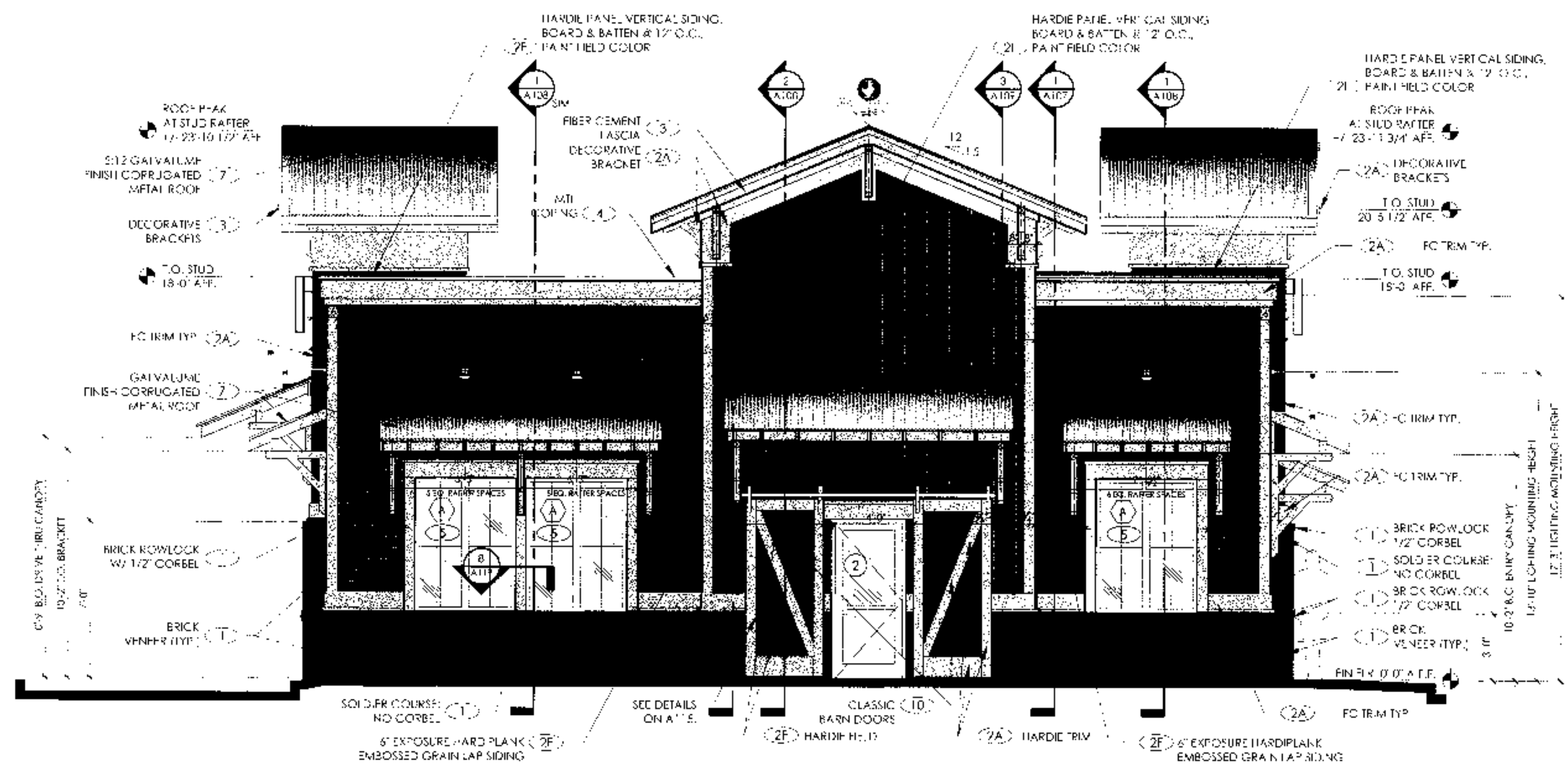
- GLAZING: REFER TO SHEET A117

- DOORS: REFER TO SHEET A115



2 REAR ELEVATION

A105 1/4" = 1'-0"



1 FRONT ELEVATION

A105 1/4" = 1'-0"

ARCHITECT OF RECORD:

THOMAS E. MORGAN, JR.
ARCHITECT

425 FISCHER TRAIL
ELIJAH, GEORGIA 30540

MRP
DESIGN GROUP

3450 Acworth Due West Road
Building 100, Suite 120
Kennesaw, Georgia 30144
P. 770-917-0172
F. 770-917-9470
www.mrpdesign.com

NOT RELEASED FOR
CONSTRUCTION

DATE: 11/11/2015
BY: J. MORGAN, JR.
PROJECT NAME AND ADDRESS

DRAWN: J. MORGAN, JR.

CHD BY:

PROJECT NAME AND ADDRESS

ZAXBY'S
70 SEATS
2.0 FARMHOUSE

SHEET 1/11

FRONT & REAR
EXTERIOR ELEVATIONS

PROJECT NO: 20

A105

ARCHITECT OF RECORD

THOMAS E. MORGAN, JR.
ARCHITECT423 FISCHER TRAIL
ELLIJAY, GEORGIA 305403450 Acworth Drive West Road
Building 100, Suite 120
Kennesaw, Georgia 30144
P. 770-617-6172
F. 770-617-6470
www.mrpdesign.comNOT RELEASED FOR
CONSTRUCTIONQUICKSERV STORE
DRIVE-THRU SERVICE
PROJECT NAME AND ADDRESSDRAWN BY:
CHECKED BY:
PROJECT NAME AND ADDRESS

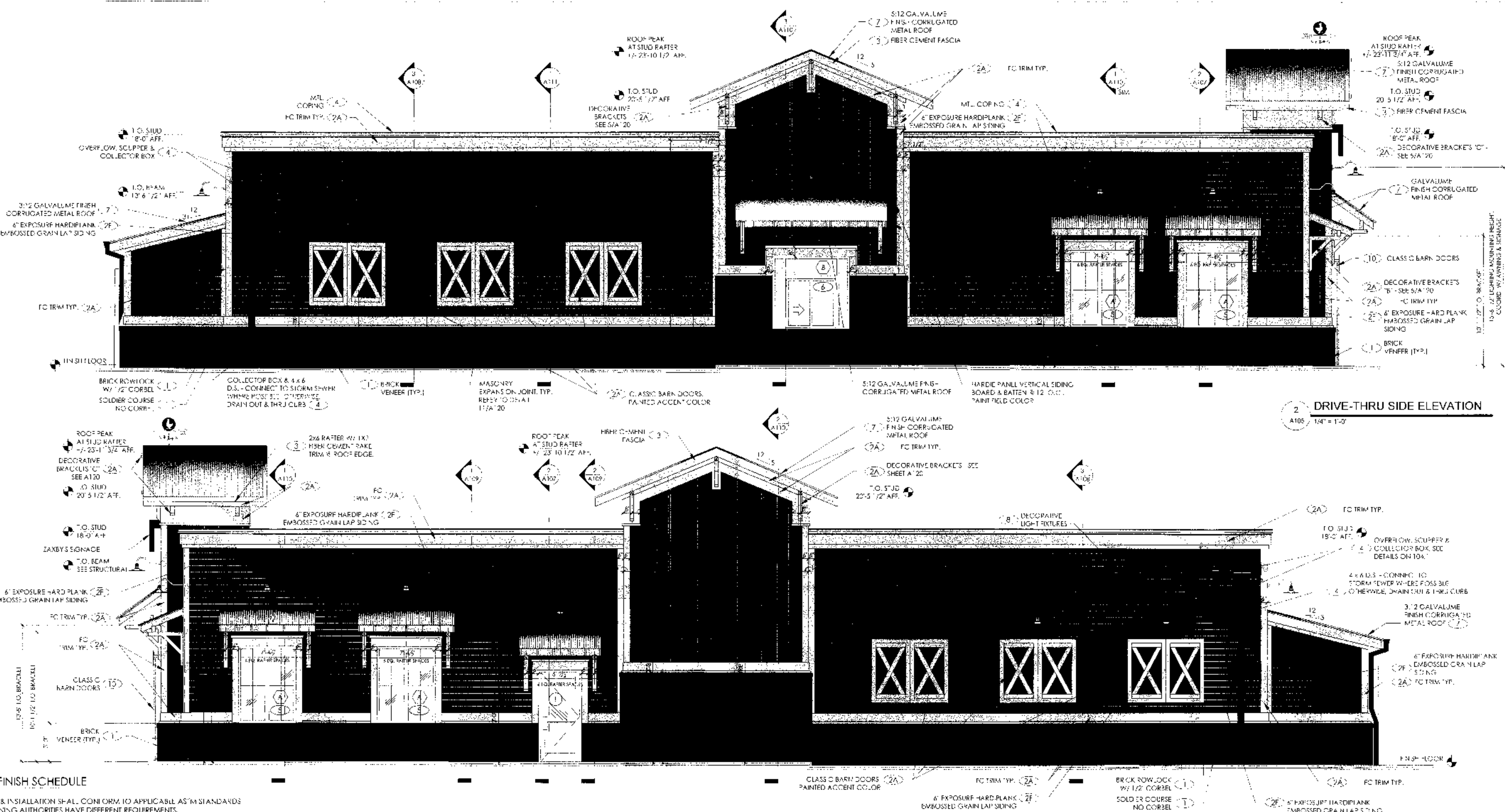
TAXBY'S

70 SEATS
2.0 FARMHOUSE

DRIVE THRU & RIGHT
EXTERIOR ELEVATIONS

PROJECT NO: 20

A106



EXTERIOR FINISH SCHEDULE

ALL MATERIALS & INSTALLATION SHALL CONFORM TO APPLICABLE ASTM STANDARDS UNLESS GOVERNING AUTHORITIES HAVE DIFFERENT REQUIREMENTS.

STANDARD BRICK UNIT 3 5/8\" x 2 1/4\" x 7 5/8\" RUNNING BOND

- (1) COLOR: BRICK - COMMONWEALTH (GENERAL SHADE) APPROVED ALTERNATE - M/S CHLOROKILL NAICHELZ (CHLOROKILL BRICK) APPROVED ALTERNATE - OLDE COLUMBIA (BORAL BRICK) MORTAR - "ANTIQUE BUFF" (COO6A)
- 3/8\" THICK MORTAR JOINTS, ASTM C-270, TYPE N.
- (2) ROOFING FELT OVER ALL SUBSTRATES OR SEALED DENS GLASS. GOLD SHEATHING GROUP VOID SOLID # FENCE AND BELOW F.F. PROVIDE VAPOR BARRIER AS INDICATED.
- CONTINUOUS THROUGH WALL FLASHING, EPDM (BY W.R. GRACE) OR EQUAL AT BOTTOM OF WALLS & ABOVE OPENINGS. CUT FLASHING FLUSH WITH EXL. FACL. PROVIDE CELL VENT TYPE WEEPS ABOVE FLASHING @ 32\" O.C. MAX.
- HOHMANN & BARNARD, INC. HORIZ. REIN. ON CMJ FENCE HOHMANN & BARNARD, INC. DW-10 P5 TRIANGULAR MT. WALL TIES (OR EQUAL) @ 16\" O.C. VERT. & AL-HORIZ. STUD SPACING, 14 GA. SEE SECTIONS & SPECS. ATTACH TO STUDS WITH (2) 10\" - 16 x 1-1/2\" SCREWS.
- (2F) = FILL COLOR: PAINT SHERWIN WILLIAMS "ROYALTY" COPPER REDT/SW 2839 (SATIN FINISH)
- HARDIE PLANK: EMBOSSED GRAIN FINISH LAP SIDING WITH 6\" EXPOSURE. PAINT FIELD COLOR.
- HARDIE PANEL VERTICAL SIDING, BOARD & BATTEN @ 12\" O.C., PAINT PANEL & BATTENS PAINT FIELD COLOR.
- (2A) = ACCENT/TRIM COLOR: HARDIE CORNERS, FREEZE & TRIM - SHERWIN WILLIAMS "BALANCED BLIGHT" /SW 7037 (SATIN FINISH)
- HARDIE TRIM BOARDS, CORNICE, FREEZE & TRIM (SMOOTH FINISH) - PAINT SHERWIN WILLIAMS "BALANCED BLIGHT" /SW 7037 (SATIN FINISH)
- (3) FASCIA, RAFTERS, FURLINS AND BRACKETS: PAINT SHERWIN WILLIAMS "BALANCED BEIGE" /SW 7037 (SATIN FINISH)

- (4) PREFINISHED METAL COPING OR GRAVEL STOP & ROOFING: COLOR: COPINGS: FULL 24 GA. GALVANIZED/GALVALUME METAL COPINGS ONLY DOWNSPOUTS SHOULD BE GALVANIZED/GALVALUME ROOFING & REAR AWNING: GALVANIZED / GALVALUME MATERIAL SHALL BE 24 GAUGE, HOT DIPPED GALVANIZED STEEL, OR 0.032\" THICK ALUM. FINISH SHALL BE CYNAR 501 FLUOROCARBON COATING. ACCEPTABLE MANUFACTURERS ARE AS FOLLOWS:

- A. SPRIDGE MANUF. CO. HOUSTON, TX.
B. PAC-CLAD
C. MFCI
D. MACFLOY METAL CO., PEACHTREE CITY, GA.
E. APPROVED EQUALS WILL BE ACCEPTED

PROVIDE ALL RELATED ACCESSORIES: FLASHING, END CLOSURES, GUTTERS, DOWNSPOUTS, ETC. IN MATCHING COLOR. INSTALL ALL MATERIALS PER MANUF.'S RECOMMENDATIONS.

A MANUFACTURER'S WARRANTY AGAINST DISCOLORATION & WEATHER-TIGHTNESS WILL BE REQUIRED.

NOT A.J. ROOF PENETRATIONS & ACCESSORIES ARE SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE G.C. TO INSTALL ITEMS INDICATED ELSEWHERE.

- (5) STOREFRONT WINDOWS & ENTRANCE DOORS (BRTTE WHITE - ORS781275)

ACCEPTABLE MANUFACTURER: KAWNEER. REFER TO SPECIFICATIONS. ALL GLAZING SHALL BE IN ACCORDANCE WITH THE FOLLOWING TABLE:

GLAZING - 1\" INSULATED LOW-E COATED ON #2 SURFACES

TYPE	LOCATION	TYPE & THICKNESS	U FACTOR	SHGC	VLT	VLR
LOW-E COATING	EXTERIOR SIDE	1/4\" TEMPERED	.24	.49	.63	.6
LOW-E COATING	INTERIOR SIDE	1/4\" TEMPERED				

CONTACT PERSON & QUALITY GLASS: JO-INNY DOSTER @ 706-548-4481

- (6) SELF-CLOSING & TEMPERED GLASS DRIVE-THRU WINDOW: ROUGH OPENING = 6'-0\" WIDE x 5'-8\" HIGH. QUICKSERV MODE, SC 4040 SELF-CLOSING HORIZ. SLIDER WINDOW. FIT INTO A "STOREFRONT" FRAME, MATCH STOREFRONT IN COLOR & GLAZING.

QUICKSERV-DIVISION OF MCF SYSTEMS CORP.
P.O. BOX 40466, HOUSTON, TX 77240-0466
P. 800-788-8307 F. 713-462-1936
STOREFRONT & SLIDER ALSO BY:
QUALITY GLASS P. 706-548-4481

G.C. AND STOREFRONT PROVIDER SHALL BE RESPONSIBLE FOR COORDINATION WITH THE OWNER REGARDING THE DIRECTION OF THE SLIDING WINDOW PRIOR TO ORDERING OR INSTALLING ANY MATERIALS.

- (7) GALVALUME 24 GA. CORRUGATED FINISH METAL ROOF (MRC, PRC, OR EQUIV.)
- (8) GALVANIZED METAL FINISH GOOSENECK FIXTURES ARE TO BE INSTALLED BY THE G.C.
- ALL SPECIFIED MATERIALS MUST BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. ANY DISCREPANCIES OR CONFLICTS BETWEEN THE DRAWINGS AND THE MANUFACTURER'S REQUIREMENTS SHOULD BE IDENTIFIED BY THE CONTRACTOR PRIOR TO INSTALLATION AND DURING THE BID PHASE TO AVOID CHANGE ORDERS.
- (9) INTERIOR LADDER: PAINT BLACK
- (10) CUSTOM FIXED CLASSIC BARN DOORS CONSTRUCTED OUT OF HARDIPLANK TO MIMIC SIMPSON DOOR, MODEL #498/2, 3'-6\" WIDE BY 8'-0\" TALL. TRIM TO BE (2A). FIELD TO BE (2F). TRACK TO BE POWDER COATED BLACK. COORDINATE WITH ZFL FOR HARDWARE SPECIFICATIONS.
- (11) CHAIRING, REFER TO SHEET A117
- (12) DOORS, REFER TO SHEET A115



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2855)

Meeting: 11/10/20 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 2855

Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee.

WHEREAS, the City's court costs are currently contained within Title 3, Chapter 3, Section 3-402 of the Codified Ordinances of the City of Bartlett; and

WHEREAS, the City's court costs are maintained and amended by the Board of Mayor and Aldermen during the annual budget ordinances; and

WHEREAS, annual budget ordinances are not included in codification; therefore, the court costs cannot be updated within the codified volumes, these specified fees should be removed from codification and be located and maintained solely within the City's annual fiscal year budget-adoption ordinance;

WHEREAS, the Board of Mayor and Aldermen for the City of Bartlett, Tennessee wishes to amend Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, to reflect such costs as determined by the Board of Mayor and Aldermen each year in the annual budget ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE that Title 3, Chapter 4, Section 3-402, Court costs; imposition of fines, penalties and costs shall be amended as follows:

Section 1. Section 3-402. Court costs; imposition of fines, penalties and costs. The City of Bartlett court costs for violations of city ordinances will be such amount as is set each year by the Board of Mayor and Aldermen in the annual budget ordinance and the maximum permissible fee under state law for state statutory violations, together with the appropriate state litigation tax and the appropriate city litigation tax. One dollar (\$1.00) of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks. All fines, penalties and costs shall be imposed and recorded by the municipal judge or the municipal court clerk on the municipal court docket. In all cases where a defendant pleads guilty or is tried and found guilty by the court, the municipal judge shall tax the bill of costs the amount set in the annual budget ordinance, the amount determined by the Board of Mayor and Aldermen to be reasonably necessary for operating costs of the municipal court. Said court costs may be waived at the discretion of the municipal judge. (as added

by Ord. #08-01, Feb. 2008; modified).

Section 2. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

Section 3. EFFECTIVE DATE - BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: October 13, 2020

Second Reading: October 27, 2020

Third Reading: November 10, 2020

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

A. Keith McDonald
Mayor

Attest: _____
Penny Medlock, City Clerk

HISTORY:

10/13/20 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 10/27/20

Chief Administrative Officer, Mark Brown, explained that the court fines allowed to be set by the State of Tennessee are listed in the codified ordinances. This ordinance amendment moves the location of the listing of court costs, fines, and penalties to the annually approved budget ordinance.

10/27/20 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 11/10/20



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2856)

Meeting: 11/10/20 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 2856

Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee.

WHEREAS some of the provisions of Ordinance No. 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, are obsolete or otherwise inadequate; and

WHEREAS the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, wishes to amend Ordinance No. 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, to allow parkland development fees to be expended for the purpose of improving city parks in all park districts in the City of Bartlett.

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

Section 1. That Section D, Collection And Disbursement of Payments, of Ordinance No. 92-5, and Title 20, Chapter 3, Section 20-305, Collection and disbursement of payments, of the Codified Ordinances of the City of Bartlett, shall be amended to read as follows:

Any payments under this ordinance shall be made immediately upon execution of the subdivision contract and prior to commencement of construction and shall be deposited in a special account segregated from the general funds of the city. Funds distributed from these payments shall be expended for the purpose of improving city parks in all park districts in the City of Bartlett.

Section 2. Severability

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading:	October 13, 2020
Second Reading:	October 27, 2020
Third Reading:	November 10, 2020

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

A. Keith McDonald
Mayor

ATTEST: _____
Penny Medlock
City Clerk

HISTORY:

10/13/20 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 10/27/20

Mr. Brown explained that this ordinance amendment allows for Parkland fees to be used throughout all the City parks, not solely in their district.

Mayor McDonald and Alderman Elliott noted that this allows for the best discretion of funds and flexibility.

Alderman Parsons mentioned that there is a park within two to three miles of each resident.

10/27/20 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 11/10/20



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2866)

Meeting: 11/10/20 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 2866

Ordinance 20-08, an ordinance amending Title 20, Chapter 1, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee.

WHEREAS, the operation of a local air pollution control program by the Shelby County Health Department, which was established in the Shelby County Air Code ("County Air Code"), adopted on June 30, 1969 by the then Shelby County Quarterly Court, as amended, and as adopted by the Board of Mayor and Aldermen of the City of Bartlett on April 22, 2003, has served to protect the air quality in the City of Bartlett and efficiently meet the needs of those regulated by air pollution control laws to the present; and

WHEREAS, in order to maintain the Certificate of Exemption from State of Tennessee ("State") supervision granted by the Tennessee Air Pollution Control Board, it is necessary to adopt regulations no less stringent than State standards; and

WHEREAS, Tennessee Code Annotated, Section 68-201-115(a) provides that any municipality or county may adopt an Ordinance or Resolution which incorporates by reference any federal or state regulations when such regulations are properly identified as to date and source, and when at least three (3) copies of such regulations are filed in the office of the county clerk for public use, inspection and examination for a period of thirty (30) days before adoption of the Ordinance or Resolution incorporating regulations by reference; and

WHEREAS, Shelby County Health Department has caused to be published on October 24, 2018, in a newspaper having general circulation in Shelby County, Tennessee, notice of the availability for public use, inspection, and examination at the office of the Shelby County Clerk three (3) copies of the State regulations to be incorporated by reference and has filed three (3) copies of such State regulations in the office of the Shelby County Clerk more than thirty (30) days before the adoption of this Ordinance which incorporates such regulations by reference; and

WHEREAS, the Bartlett City Clerk has caused to be published, in a newspaper having a general circulation in Shelby County, Tennessee, a copy of this Ordinance at least thirty (30) days before the adoption of this Ordinance; and

WHEREAS, it is the intent of the City of Bartlett to qualify for receipt of federal funds available for air pollution control programs and to that end, this Ordinance shall be construed to give the authority to so qualify and maintain such qualification; and

WHEREAS, maintaining up-to-date technical standards promulgated by the Tennessee Department of Environment and Conservation for the control of air pollution prevents the need for State Control of Shelby County air pollution sources subject to these controls,

specifically certain provisions found in State Rules and Regulations Chapter 1200-03, as effective on December 5, 2018; and

WHEREAS, the Board of Mayor and Aldermen for the City of Bartlett, Tennessee wishes to amend Title 20, Chapter 1, Section 20-101, of the Code of Ordinances of the City of Bartlett, to incorporate therein by reference specific sections of the State Rules and Regulations, as effective on December 5, 2018.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE that Title 20, Chapter 1, Section 20-101, Words and phrases substituted in state regulations adopted by reference, shall be amended as follows:

SECTION 1. That Section 20-101, formerly Subsection 05(1), of the Code of Ordinances of the City of Bartlett, Words and phrases substituted in state regulations adopted by reference, be amended to add a new subsection (j) to read as follows:

20-1-101(j). That Rules and Regulations of Tennessee Chapter 1200-03-02 titled Definitions; Chapter 1200-03-03 titled Ambient Air Quality Regulations; Chapter 1200-03-05 titled Visible Emission Regulations; Chapter 1200-03-06 titled Nonprocess Emission Standards; Chapter 1200-03-07 titled Process Emissions Standards; Chapter 1200-03-09 titled Construction and Operating Permits; Chapter 1200-03-10 titled Required Sampling, Recording and Reporting; Chapter 1200-3-11 titled Hazardous Air Contaminants; Chapter 1200-03-12 titled Methods of Sampling and Analysis; Chapter 1200-03-14 titled Control of Sulfur Dioxide Emissions; Chapter 1200-03-15 titled Emergency Episode Plan; Chapter 1200-03-15 titled Emergency Episode Plan; Chapter 1200-03-16 titled New Source Performance Standards; Chapter 1200-03-18 titled Volatile Organic Compounds; Chapter 1200-03-20 titled Limits on Emissions due to Malfunctions, Startups and Shutdowns; Chapter 1200-03-

21 titled General Alternate Emission Standards; Chapter 1200-3-22 titled Lead Emission Standards; Chapter 1200-03-24 titled Good Engineering Practices Stack Height Regulations; Chapter 1200-03-25 titled Standards for Infectious Waste Incinerators; Chapter 1200-03-30 titled Acid Precipitation Standard; Chapter 1200-03-31 titled National Emission Standards for Hazardous Air Pollutants for Source Categories; Chapter 1200-03-32 titled Prevention of Accidental Releases; Chapter 1200-03-34 titled Conformity, are incorporated herein by reference as if set out in their entirety and shall be approved as requirements of this jurisdiction upon adoption by the Board of Mayor and Aldermen. Section nomenclature for these regulations is identified in accordance with the table located in Section 2 of this ordinance. (Ord. #03-06, April 22, 2003).

SECTION 2. That the State Rules and Regulations that had previously been adopted by reference in to the Bartlett Air Pollution Control Code and are referenced in the second column of this table are deleted and substituted instead with the State Rules and Regulations, effective as of December 5, 2018, that are adopted by this Ordinance and described in the fourth column of this table:

Bartlett Air Pollution Control Code Section	Previously adopted State Rules and Regulations to be deleted in Bartlett Air Pollution Control Code		State Rules and Regulations Effective as of December 5, 2018 and substituted in Bartlett Air Pollution Control Code Section

05(102)	I200-3-2	Definitions	I200-03-02
05(103)	I200-3-3	Ambient Air Quality Standards	I200-03-03
	I200-3-5	Visible Emission Regulations	I200-03-05
05(106)	I200-3-6	Non-Process Emission Standards	I200-03-06
05(107)	I200-3-7	Process Emission Standards	I200-03-07
05(109)	I200-3-9	Construction and Operating Permits	I200-03-09
05(110)	I200-3-10	Required Sampling, Recording and Reporting	I200-03-10
05(111)	I200-3-11	Hazardous Air Contaminants	I200-03-11
05(112)	I200-3-12	Methods of Sampling and Analysis	I200-03-12
05(114)	I200-3-14	Control of Sulfur Dioxide Emissions	I200-03-14
05(115)	I200-3-15	Emergency Episode Plan	I200-03-15
05(116)	I200-3-16	New Source Performance Standards	I200-03-16
05(118)	I200-3-18	Volatile Organic Compounds	I200-03-18
Bartlett Air Pollution Control Code Section	Previously adopted State Rules and Regulations to be deleted in Bartlett Air Pollution Control Code		State Rules and Regulations Effective as of December 5, 2018 and substituted in Bartlett Air Pollution Control Code Section
05(120)	I200-3-20	Limits on Emissions Malfunctions, Startups & Shutdowns	I200-03-20
05(121)	I200-3-21	General Alternate Emission Standards	I200-03-21
05(122)	I200-3-22	Lead Emissions Standards	I200-03-22
05(124)	I200-3-24	Good Engineering Practice Stack Height Regulations	I200-03-24
05(125)	I200-3-25	Standards for Infectious Waste Incinerators	I200-03-25
05(130)	I200-3-30	Acid Precipitation Control	I200-03-30
05(131)	I200-3-31	Case by Case Determinations	I200-0 :31

		of Hazardous Air Pollutant Control Requirements	
05(132)	1200-3-32	Prevention of Accidental Releases	1200-03-32
05(134)	1200-3-34	Conformity	1200-03-34

(Ord. #03-06, April 22, 2003).

SECTION 3. Severability

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

SECTION 4. Effective Date. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: October 27, 2020
 Second Reading: November 10 2020
 Third Reading: December 8, 2020

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

 A. Keith McDonald
 Mayor

ATTEST: _____
 Penny Medlock
 City Clerk

HISTORY:

10/27/20 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
 Next: 11/10/20

Chief Administrative Officer, Mark Brown, explained that the State of Tennessee had amended the Air Quality Ordinance. Rules and regulations state that local ordinance can be no less stringent than the State. This ordinance reflects those changes and brings City into compliance.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/10/20 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Christmas in Bartlett, Market & Festivities.



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

2629 Bartlett Blvd 38134
 Address Zip Code
Friday Dec 11th + Sat Dec 12th 2020 Friday 4:00pm - 8:00pm
 Dates of the Event Hours of the Event
Vendor Fair
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
City of Bartlett
 Property Owner
Bartlett Area Chamber of Commerce 2909 Elmwood Rd
 Special Event Permit Applicant Address of Applicant
901 372 9457
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ Total Permit Fee

[Signature]
 Responsible Person

10/23/20
 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.****

To BMA

APPROVAL

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

Special Event Checklist

Event: Christmas in Bartlett, Market and Festivities
 Location: 2629 Bartlett Blvd Bartlett 38134
 Dates: A Keith McDonald Pavilion @ Freeman Park
 Type of special event: (Check one.) Dec 11th + Dec 12th 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9				<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	Dec 11 th 4-8pm Dec 12 th 8am-8pm
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			X	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

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

	Sub- mitted ✓ or X	OK	N/A		Comments
15				<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. <i>NA</i> 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. <i>NA</i> 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. <i>NA</i> c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. <i>NA</i> d. Fire extinguishers shall be available as determined by the Fire Chief. <i>OK</i> e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. <i>OK</i> f. Tents shall comply with the Fire Code and applicable building codes. <i>OK</i> g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		<i>OK</i>		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		<i>OK</i>		<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.	<i>Use of public restroom at fairman park</i>
18		<i>OK</i>		<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			Limitations on signs. <i>Banner Submitted on site</i>	
23		X	Temporary arrangements for parking and traffic circulation.	
24			Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	<i>We will clean up site post event</i>
25			Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	<i>Friday 4pm-8pm Sat 8am-8pm</i>
26			The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	<i>Will provide overnight security</i>
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28			Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	<i>Vendors will submit hold harmless agreement</i>

4/25/02

Page 7 of 9

Attachment: 2629 BARTLETT BLVD-VENDOR FAIR (2870 : Christmas in Bartlett Market-Vendor Fair)

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.	This application
32	X			Description of the site on which the proposed event is to be held.	Map attached
33	X			Date of the proposed event.	Fri 4pm - 8pm Sat 8am - 8pm
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.	Health Dept proposal submitted

Special event permit - authorization by Permitting Official

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

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



ARTS, CRAFTS & FAMILY FUN!

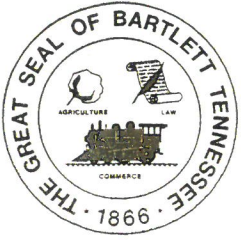
**FRIDAY
DECEMBER 11,
5:00 PM - 8:00 PM**

**SATURDAY
DECEMBER 12,
9:00 AM - 5:00 PM**

Christmas in Bartlett
THE BARTLETT AREA CHAMBER OF COMMERCE
MARKET & FESTIVITIES

Sponsored By
FIRST SOUTH FINANCIAL





City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

October 26, 2020

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

The Bartlett Chamber of Commerce has requested to use A. Keith McDonald Pavilion, Friday, December 11, 2020, and Saturday, December 12, 2020. This is for their Chamber of Commerce "Christmas in Bartlett" event.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director Parks and Recreation Department
City of Bartlett

Cc: Kathy Carl, Bartlett Chamber of Commerce
2969 Elmore Park Rd. Bartlett, TN 38134-8309
901-372-9457
kcarl@bartlettchamber.org

Attachment: 2629 BARTLETT BLVD-VENDOR FAIR (2870 : Christmas in Bartlett Market-Vendor Fair)



BARTARE-01

8.1.a

LBETTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2020

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 have ADDITIONAL INSURED provisions or 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 McDonald Insurance LLC 5820 Stage Rd Bartlett, TN 38134	CONTACT NAME: PHONE (A/C, No, Ext): (901) 385-1234 FAX (A/C, No): (901) 388-9526 E-MAIL ADDRESS:
INSURED Bartlett Area Chamber Of Commerce Po Box 34193 Memphis, TN 38184-0193	INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Mutual Fire Insurance Company INSURER B : Markel Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			ACBPPOF5623531331	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 2,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300, MED EXP (Any one person) \$ 5, PERSONAL & ADV INJURY \$ 2,000, GENERAL AGGREGATE \$ 4,000, PRODUCTS - COMPI/OP AGG \$ 4,000, \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC0118906-04	11/1/2020	11/1/2021	X PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 500, E L DISEASE - EA EMPLOYEE \$ 500, E L DISEASE - POLICY LIMIT \$ 500,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event held at A. Keith McDonald Pavilion in Freeman Park

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

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

Laura Jenkins

From: Kathy Carl <kcarl@bartlettchamber.org>
Sent: Monday, October 26, 2020 3:22 PM
To: Laura Jenkins
Subject: [External] Certificate of Liability Insurance
Attachments: BACC COI.pdf

Here you go....
Let me know if you need anything else.

Thank you so much for your help!

Kathy Carl
Director of Operations
Bartlett Area Chamber of Commerce
2969 Elmore Park Rd.
Bartlett, TN 38134
901.372.9457



www.bartlettchamber.org

The Chamber is going to IRELAND November 2020



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/10/20 06:00 PM

Department: Parks and Recreation

Category: Proposal

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Change order for W.J. Freeman Park Project Phase 3.

CITY OF BARTLETT
W.J. FREEMAN PARK - PHASE 3
CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Park Improvements, Phase 3	CHANGE ORDER NO. 5
OWNER:	City of Bartlett	DATE: 11/2/2020
CONTRACTOR:	B & B Specialty Contractors, Inc.	P.O. Number 00045219-00

You are hereby requested to comply with the following changes from the contract plans and specifications:

FY2019-05-047		DECREASE	INCREASE
ITEM NO.	DESCRIPTION OF CHANGES	IN CONTRACT	IN CONTRACT
		AMOUNT	AMOUNT
1	Run Cat 5 cables for fan controls		\$4,113.00
2	Supply and install steel casings		\$44,928.00
3	Allowance to erect steel casings		\$5,000.00
4	Repair damaged turf from equipment		\$1,969.00
5	Equipment rental		\$586.69
6	Contractor's Fee		\$2,829.83
7	Liquidated Damages	\$14,000.00	
8	Unused MLGW Allowance	\$4,406.00	
7	Unused Geotechnical Services Allowance	\$11,100.00	
	TOTALS	\$29,506.00	\$59,426.52
NOTE: See documents (attached)			\$29,920.52

JUSTIFICATION: Soil conditions were found to be different and a revised footing design was required.

The amount of the Original Contract was:	\$1,755,980.50
Change Order #1 decreased the contract amount by:	(\$34,660.50)
Change Order #2 increased the contract amount by:	\$55,858.49
Change Order #3 increased the contract amount by:	\$0.00
Change Order #4 increased the contract amount by:	\$0.00
Change Order #5 increased the contract amount by:	\$29,920.52
The Contract Total including this change order will be:	\$1,807,099.01

The Original Contract Completion Date was:	January 27, 2020
Change Order 3 increased the Contract Completion Date by the following # of days:	"150"
Change Order 4 increased the Contract Completion Date by the following # of days:	"62"
Change Order 5 increased the Contract Completion Date by the following # of days:	"44"
The new Contract Completion Date will be:	January 18, 2021
<i>This document will become a supplement to the signed contract agreement and all provisions will apply hereto.</i>	

Requested	City of Bartlett Project Manager - Dean Thomas	Date
Recommended	Bartlett Parks & Rec Director - Shan Criswell	Date
Accepted	Contractor - B & B Specialty Contractors Inc.	Date
Approved	City of Bartlett Mayor A. Keith McDonald	Date

Attachment: FY2019-05-047 WJ FREEMAN PARK PHASE III Change Order 5 rev (2873 : W. J. Freeman Park Project Phase 3 - Change Order #5)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 11/10/20 06:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for one super cab pickup truck.

On September 18, 2020, an ad was placed in *The Daily News*. On October 8, 2020, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Lonnie Cobb Ford	\$29,190.00
AutoNation	\$29,431.00

We recommend the bid be awarded to Lonnie Cobb Ford for a total price of \$29,190.00. This is a budgeted item with funds available in Account 510.51400.935.

BID RESPONSE SHEET

SB FY2021-09-005 SUPER CAB PICKUP TRUCK (ENGINEERING)
DUE 10/08/2020 AT 2:00 P.M.

	COMPANY/BIDDER	UNIT COST	PUBLIC ACTS	NOTES
	AUTONATION	\$29,431.00	√	2021 F150. Add \$1,989.00 for 4x4
	LONNIE COBB FORD*	\$29,190.00	√	2021 F150. Add \$1,989.00 for 4x4
	*Tentative award pending review			

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/10/20 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Minimum bond subdivision contract for Walker Farms Phase 2.



October 12, 2020

Ms. Erin Campbell, P.E.
Land Development Engineer
City Engineering Department
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

Re: Walker Farms, Phase 2 Minimum Bond

Ms. Erin,

This letter will serve as my official request, on behalf of Regency, to use a “minimum bond” on this project. Regency intends on completing all required items within the plans/development agreement, before recording the final plat for this phase. If you have any other questions, please feel free to reach out.

Thank you,

A handwritten signature in blue ink, appearing to read 'D. Culver'.

Donnie Culver
Development Manager

**RESIDENTIAL SUBDIVISION CONTRACT
WALKER FARMS P.D., PHASE 2- MINIMUM BOND**

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

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
entitled: WALKER FARMS P.D., PHASE 2 dated June 3, 2019, made by the DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

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

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other 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 and the Bartlett Fire Department).

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 25)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 25). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 24 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

1. This SUBDIVISION CONTRACT contains a sewer extension to be installed that is designated as a creditable sewer extension. This creditable sewer extension will create development credits which can be used to offset Water and Sewer Contract Costs. The balance created by this creditable sewer extension will be of \$197,487.75 in Water and Sewer Credits Available to the Walker Farms PD Master Planned Lots.

Some of these credits will be used in this Contract to offset water and sewer contract costs associated with Walker Farms PD, Phase 2. A summary is shown below:

Water Plant Expansion Fee (Item I. 1. on this Contract)	\$19,434.74
Water Connection Fee (Item I. 5. On this Contract)	\$38,000.00
Sewer Connection Fee (Item I. 6. On this Contract)	<u>\$38,000.00</u>
TOTAL CREDITS AVAILABLE FOR THIS CONTRACT:	\$95,434.74
 Walker Farms PD Water and Sewer Credit Balance (Utility Improvements and half of associated Site Work)	 \$197,487.75
Credits applied to this Walker Farms PD Contract:	<u>(\$95,434.74)</u>
Walker Farms PD Water and Sewer Credit Balance (After this Contract)	\$102,053.01

2. The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
WALKER FARMS P.D. PHASE 2**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$129,564.90)		\$19,434.74 * *waived as per Special Conditions
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost		\$7,773.89
	b. Subdivision & site plan review fee @ \$175 per lot. 19 Lots		\$3,325.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$190.00 \$25.00 implies \$425.50		\$425.50
4	City Subdivision Inspection @ A: 3% of Full Development Cost or B: \$300.00 per Lot Whichever is greater Full Development Cost = \$849,945.42	\$25,498.36 \$5,700.00	\$25,498.36
5	Water Connection Fee @ \$2,000.00 per Lot 19 Lots \$2,000.00		\$38,000.00 * *waived as per Special Conditions
6	Sewer Connection Fee @ \$2000.00 per Lot 19 Lots \$2,000.00		\$38,000.00 * *waived as per Special Conditions

DRAINAGE BASIN- Tributary of Rainer				
7	Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot			
	0	Lots	\$8,000.00	<u>\$0.00</u>
8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot			
	19	Lots	\$4,750.00	<u>\$4,750.00</u>
9	City portion of Water Improvements			
				<u>\$0.00</u>
DISTRICT _____ 3				
10	Park Land Development Fee @ \$700.00 per Lot			
	19	Lots	\$700.00	<u>\$13,300.00</u>
TOTAL DUE CITY				<u>\$55,072.75</u>

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)			<u>\$78,172.02</u>
2. Street Light (Estimated at \$650.00 per lot)			
19 Lots	\$12,350.00		
plus Rockyford relocate	\$4,000.00		
			<u>\$16,350.00</u>
TOTAL DUE II			<u>\$94,522.02</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins
(BOND)

\$251,105.02 *

*as per Special Conditions

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 SIGNATURE

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: 11/10/20 06:00 PM
Department: Finance
Category: Budget
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Police	1993	1993 Ford F-150 XLT	Green	1FTEFI4N3PNA55197
Police	2002	2002 Toyota Camry LE	Gray	4TIBE32K12U619031
Police	2005	Nissan Maxima	Gray	1N4BA41E65C804385
Police		Troy-Bilt Mower	Red/black	12A-A26M011
Police		Murray Mower	Red/black	11AA2BA758
Police	1999	Toro Mower	Red/black	Proline 37
Police	2005	Honda motorcycle	Red/black	JH2ME10335K113673
Police	2005	Honda CRF230F	Red/black	9C2ME09085R007426
Police	2005	Suzuki RGSX	Yellow	2C4GM48L75R367225
Engineering	2004	GMC Sierra	White	1GTEK14VX4Z247796
Engineering	2005	Chevy Silverado	White	1GCEK14V05Z147434
Engineering	1984	Ford Tractor	Blue	D9NN-7006DA

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2871)

Meeting: 11/10/20 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2871

Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee.

WHEREAS, the City of Bartlett Board of Mayor and Aldermen adopted Resolution 35-11, a Debt Management Policy for the City of Bartlett on December 13, 2011 in compliance with the State Funding Board development of model financial transaction policies for the State of Tennessee, State Agencies, and local governments, and

WHEREAS, the City of Bartlett Debt Management Policy adheres to the four principles for strong financial management in the public sector, to wit: understanding the transaction, explain to citizens what is being considered, avoiding conflicts of interest, and disclosing all costs and risks associated with issuance of debt, and

WHEREAS, the City of Bartlett Debt Management Policy requires amendments from time to time to reflect any changes necessary to provide transparency in debt issuance and disclosures, and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to amend its debt management policy adopted in December 2011 to be in compliance with these changes,

NOW, THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the attached amended Debt Management Policy for the city of Bartlett is adopted and that a copy of said policy shall be forwarded to the State of Tennessee Comptroller's Office Local Government Finance.

Adopted this day of December 8, 2020

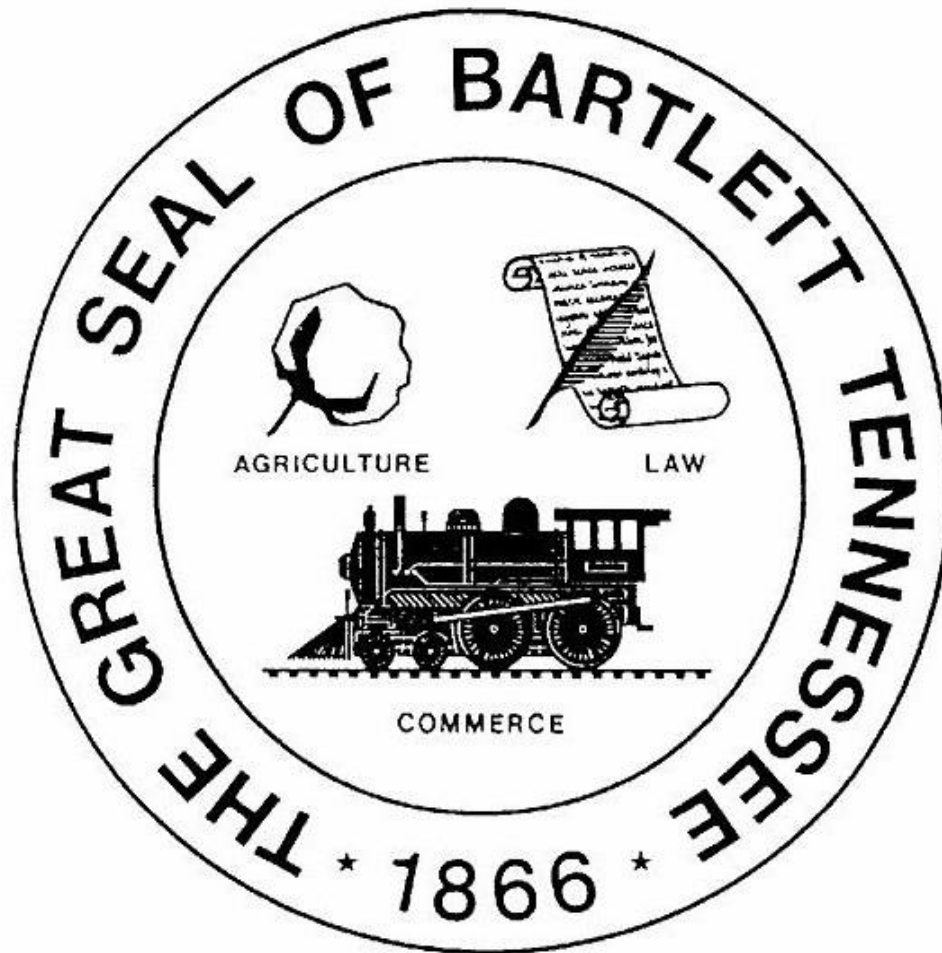
W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

CITY OF BARTLETT, TENNESSEE



Debt Management Policy

Prepared by
Bartlett Finance Department
November 2020

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DEBT POLICY DEVELOPMENT FOR BARTLETT, TENNESSEE

INTRODUCTION

T.C.A. Section 9-21-151(b)(1) authorizes the State Funding Board to develop model finance transaction policies for use by public entities, including municipalities. After a public comment period and public hearing in late 2010, the SFB adopted, on December 15, 2010, its statement on debt management. As a result of that action by the SFB, all public entities incurring or issuing debt in Tennessee shall be required to adopt a debt management policy by January 1, 2012. In assessing the existing lack of debt policies by many local governments and to mitigate the effects of future debt issuance decisions by uninformed legislative bodies, the SFB determined that adopting financial policies can help entities:

- Make better financial decisions;
- Provide clear objectives for staff;
- Demonstrate strong financial management practices to credit rating agencies; and
- Distinguish policy decisions from transaction decisions.

The debt policy adopted by a municipality should address financing needs and the role debt will play in the overall financial management strategy. The policy need only address the particular types of debt that the municipality plans to use. For those municipalities that borrow only through a community financial institution, a federal or state agency loan program or pooled loan programs a simple policy may meet its needs. Other municipalities that routinely go to the municipal capital markets or use debt types featuring interest rate swaps or other derivative type debt instruments will necessarily be required to adopt a more detailed debt policy outlining the funding requirements of their capital programs.

Before adopting a policy, the members of the municipal legislative body should have a basic understanding of public finance. This will allow its members to more fully participate in the public policy discussions regarding its debt issuance. This knowledge will also be beneficial during discussions with internal finance staff as well as outside professionals.

In making its decision to require a debt management policy of public entities, the State Funding Board, using recommendations of the Comptroller of the Treasury, required that any debt policy should contain the following four principles:

- Government body should understand the transaction;
- Explain to the citizens what is being considered;
- Avoid conflicts of interest; and
- Disclose all costs of issuance and associated risks.

There are a couple of definitions that are important in developing and understanding the requirements of the debt management policy. A public Entity is defined as the state, state agency, local government, local government instrumentality, and any board, district instrumentality, or City created by them or any

combination thereof. This is important for municipalities because any of the numerated entities above that are authorized to issue debt of any kind must have its own debt policy.

The second definition is in regard to debt. A debt obligation is defined as bonds, notes, capital leases, loan agreements, or other evidence of lawful indebtedness. In this regard, short-term borrowings such as inter-fund loans and long-term General Obligation Bonds must equally be provided for in the municipality's debt management policy.

The State Funding Board further suggests that any debt policy should address the following items in reasonable detail and should include methods by which the public and all stakeholders are informed about them:

- Any decisions to finance debt, how debt instruments will be structured and sold, and all proposed and actual costs involved in issuing the debt;
- Any extra costs related to issuing debt such as the costs of work performed by professionals;
- The selection process for professionals who provide services related to debt;
- Any conflicts of interest;
- All ongoing debt and related costs;
- All initial and ongoing federal compliance issues such as arbitrage and disclosure issues; and
- The plan for regularly reviewing and amending the policy.

Debt management policies are written guidelines and restrictions that affect the amount and type of debt issued by a state or local government, the issuance process, and the management of a debt portfolio. A debt management policy improves the quality of decisions, provides justification for the structure of debt issuance, identifies policy goals, and demonstrates a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. An effective debt management policy provides guidelines for a government to manage its debt program in line with those resources.

Since the guidelines contained in the Policy require regular updating in order to maintain relevance and to respond to the changes inherent in the capital markets, the City plans to revisit the Policy on an annual or more frequent basis.

MINIMUM REQUIREMENTS OF THE POLICY

According to information provided on the Comptroller's of the Treasury's website, a debt policy must address provisions that cover transparency, use of professionals, potential and apparent conflicts of interest, and specific justification for deferring or back-loading principal and interest payments on long-term notes and bonds.

For all public entities, the policy must require clear disclosure of the terms and life of each debt issue, including principal and interest payments. This disclosure must include a debt service schedule outlining

the rate of retirement for the principal amount and in no case should payment of principal or interest exceed the useful life of any asset financed. It is further recommended that the policy address the maximum total level of debt that the municipality is willing to assume. Popular debt ratios such as debt per capita, debt service as a percentage of revenues or expenditures, and direct debt as a percentage of taxable market value of property may be used to set limits on debt exposure for the municipality. These ratios should be monitored both before additional debt is authorized and periodically reported to the governing body.

The Comptroller recognizes that variable rate debt can be used as a valuable tool by providing flexibility and reducing the overall cost of debt. It is also recognized that variable rate debt may expose the municipality to additional risks during market fluctuations. For this reason, any debt policy should address both the level and type of variable rate debt that the municipality is willing to assume at any time. Additional suggestions include statements on the process for decision-making and issuance of debt, the management and monitoring of any issued debt, and a plan for regular review and revision of the debt policy by local elected officials and staff.

Because of the distinctive nature of each municipality's capital and debt financing needs, there is not a single generic debt policy that might be used interchangeably from one city to another. Therefore a municipality should adopt its own policy designed for its own needs. This requires each municipality to consider both past uses of debt financing and future funding sources for the acquisition and/or construction of capital items including in its capital improvement plan. Decisions about what to include in the debt policy should be done at the local level with finance staff and local elected officials taking responsibility for its formulation and implementation.

The City of Bartlett Finance staff presents the following debt policy for consideration by the Board of Mayor and Aldermen in order to be in compliance with the State Funding Board's directive by January 1, 2012.

BARTLET DEBT MANAGEMENT POLICY

POLICY STATEMENT

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the City of Bartlett, Tennessee (the City). This policy reinforces the commitment of the City and its officials to manage the financial affairs of the City so *as to minimize risks and ensure transparency while still meeting the capital needs of the City*. A debt management policy signals to the public and the rating agencies that the *City is using a disciplined and defined approach to financing capital needs* and fulfills the requirements of the State of Tennessee regarding the adoption of a debt management policy.

In managing its debt, it is the City's policy to:

- Achieve the lowest cost of capital
- Ensure high credit quality
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage interest rate risk exposure

GOALS AND OBJECTIVES

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing debt. In addition, the Debt Management Policy ("Policy") helps to ensure that financings undertaken by the City satisfy certain clear objective standards which allow the City to protect its financial resources in order to meet its long-term capital needs. The adoption of clear and comprehensive financial policies enhances the internal financial management of the City.

The following objectives of this debt management policy meet the minimum requirements of the *statement on debt management* as adopted by the State Funding Board.

1. Enhance decision process transparency
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Optional considerations regarding debt policies

ISSUANCE PROCESS

The City charter, which was approved by private Act of the Tennessee Legislature as Chapter 55 in 1993, as amended, authorizes the City to issue general obligation bonds and other debt subject to the approval by the Board of Mayor and Aldermen. Additionally, provisions of *the Local Government Public*

Obligations Law, found at T.C.A. 9, Part 21, *Contracts, Leases, and Lease Purchase Agreements*, found at T.C.A. 7, Part 9, other Tennessee State statutes, and the Federal Tax Code may govern the issuance or structure of the City's debt instruments.

As described later in this document, the Finance Director may submit proposed changes to the existing debt policy from time to time when it becomes apparent changes in the current policy are required or desirable. As part of the presentation by the Finance Director on each bond authorizing resolution, there will be a discussion on how the proposed debt is consistent with the current debt management policy. If a conflict exists between the proposed debt issuance and the current policy, the bond resolution must be amended to conform to the policy or be tabled until the full Board of Mayor and Aldermen has amended the existing debt management policy to allow for the exception.

CREDIT OBJECTIVES

The City's debt management activities will be conducted to receive the highest credit ratings possible, consistent with the City's financing objectives. The City will strive to maintain the highest general obligation rating possible given the national economic and municipal bond market conditions at the time of issuance. The City will use the services of at least two of the three national rating agencies when possible. The Finance Director and chief administrative officer will review the city's credit ratings annually and make a presentation to the Board of Mayor and Aldermen explaining the City's current rating and any circumstances that may positively or adversely affect the City's General Obligation credit rating or its ability to obtain necessary debt financing at reasonable market rates. The City may consider the use of credit enhancements on a case-by-case basis, including the use of bond insurance and letters of credit when appropriate.

TRANSPARENCY REQUIREMENTS

The City shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens/members, governing body, and other stakeholders in a timely manner. All notices shall be posted in the customary and required posting locations, including as required local newspapers, bulletin boards, and websites. Additional considerations for transparency of the city's debt policy and issuance of debt include:

1. It is understood that the issuance of debt will require various approvals, and on occasion, written reports provided by the State of Tennessee Comptroller's office, either prior to adoption of resolutions authorizing such debt, prior to issuance and/or following issuance. The City and/or its Financial Advisor and Bond Counsel will ensure compliance with TCA, the IRS Code and all applicable federal and State rules and regulations. Such State compliance will include, but not be limited to, compliance with all legal requirements regarding adequate public notice of all meetings of the City related to consideration and approval of debt.
2. The State Comptroller's Form CT-0253 shall be filed by the City or its Financial Advisor with the state within 45 days of the issuance of any new debt obligations of the city as required by state law.

3. An annual debt report shall be submitted to the city's legislative body by July 1st of each year. The report shall consist of but not be limited to:
 - Budget summary and detailed budget as required by the Comptroller's office
 - Net Debt Calculation (Total Principal outstanding less most recent year respective restricted or committed fund balance for retirement of debt)
 - Other debt ratio calculations as required by this policy

DEBT AFFORDABILITY

The City will seek to limit its total outstanding debt obligations by adopting guidelines which permit and facilitate long-term access to capital while ensuring that financial leveraging decisions do not negatively impact the City's operations. The City shall consider the ability to repay debt as it relates to the total budget resources, the wealth and income of the community and property tax base. The City adopts the following debt affordability ratios as a guide for elected officials and finance staff in the type, structure, and duration of debt instruments necessary to fund the City's capital programs. The City retains the option of using any one or a combination of the listed ratios to consider the ability to repay debt. The following debt affordability ratios do not include debt that is self-supported with a defined revenue stream, such as the city's water and sewer proprietary funds.

1. Total Taxable Value – net debt as a percent of full market value of taxable property within the jurisdiction of the City– measures the debt liability relative to full market value of taxable property. The City will seek to limit its annual net direct general obligation debt obligations to less than 3% of full market value of taxable property.
2. Total Budget Resources – debt service as a percent of operating expenditures. The total annual debt service obligation for long-term G.O. debt (excluding short-term capital outlay notes) will not exceed fifteen (15) percent of the total operating budgets for the General Fund and any Special Revenue Fund for which debt is issued in any given year.
3. Wealth and Income of Community – direct general obligation debt per capita – measures the net debt to population. The City will maintain a direct debt per capita ratio of less than \$2,000.

BOND STRUCTURE

The City shall establish all terms and conditions relating to the issuance of bonds and will invest all bond proceeds pursuant to the terms of the City's Investment Policy. Unless otherwise authorized by the City, the following shall serve as the Policy for determining structure:

1. Term

All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements, and in consideration of the ability of the City to absorb the additional debt service expense within the debt affordability guidelines, but in no event will the term exceed forty (40) years. The Finance Director and the Chief Administrative Officer of the City will make the determination debt term and provide information to the legislative body in regard to life expectancy for the capital project.

2. Capitalized Interest

From time to time certain financings may require the use of capitalized interest from the issuance date until the City has beneficial use and/or occupancy of the financed project. Interest may be capitalized through a period permitted by federal law and State statute if it is determined that doing so is beneficial to the financing by the Finance Director.

3. Debt Service Structure

General Obligation debt issuance shall be planned to achieve relatively net level debt service or level principal amortization considering the City's outstanding debt obligations while matching debt service to the useful life of facilities. The City shall avoid the use of bullet or balloon maturities, absent sinking fund requirements, except in those instances where these maturities serve to make existing overall debt service level or to match a specific income stream.

Debt which is supported by project revenues and is intended to be self-supporting will be structured to achieve level proportional coverage to expected available revenues.

4. Call Provisions

In general, the City's securities will include a call feature no later than ten (10) years from the date of delivery of the bonds. The City will avoid the sale of long-term non-callable bonds absent careful evaluation by the City's Finance Director with respect to the value of the call option.

5. Original Issuance Discount/Premium

Bonds with original issuance discount/premium will be permitted.

6. Structured Products

The determination of the City to consider the use of structured products as a hedge against interest rate risk or a method to lower its cost of borrowing will be made by the Finance director after consulting with the City's Financial Advisor as appropriate. The City will comply with state guidelines and will be able to quantify and understand the potential risks or to achieve fixed and/or variable rate exposure targets. The City will not use structured products for speculative purposes.

TYPES OF DEBT

When the City determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Security Structure

1. General Obligation Bonds

The City may issue general obligation bonds supported by the full faith and credit of the City. General Obligation bonds shall be used to finance capital projects that do not have independent creditworthiness and significant ongoing revenue streams. The City may also use its General Obligation pledge to support other revenue-supported bond issues, if such support improves the economics of the other bond issue and is used in accordance with these guidelines.

2. Revenue Bonds

The City may issue revenue bonds, where repayment of the debt service obligations of the bonds will be made through revenues generated from specifically designated sources. Revenue bonds will typically be issued for capital projects which can be supported from project or enterprise-related revenues and may include the use of tax increment financing (TIF).

3. **Double-Barreled Bonds**

In addition to a security pledge of all the Water and Sewer System's revenue available to pay debt service, the City may pledge its "full faith and credit" as a secondary pledge for all bonds issued to fund treatment and distribution facilities of the City's water and sewer system.

4. **Capital Leases**

The City may use capital leases to finance projects and equipment when it is determined to be in the best financial interests of the City.

Duration

1. **Long-Term Debt (maturing after 3 years)**

The City may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term borrowing will not be used to finance current operations or normal maintenance. Long-term debt will be structured such that financial obligations do not exceed the expected useful life of the project(s).

- a) *Serial and Term Bonds* may be issued in either fixed or variable rate modes to finance capital infrastructure projects with an expected life of three years or greater.
- b) *Capital Outlay Notes* may be issued to finance capital infrastructure projects and equipment with an expected life of three to seven years.

2. **Short-Term Debt (maturing within three years)**

Short-term borrowing may be utilized for the construction period of a long-term project or for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:

- a) *Bond Anticipation Notes (BANs)* may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANs shall not mature more than 2 years from the date of issuance. BANs can be rolled in accordance with federal law and State statute. BANs shall mature within 6 months after substantial completion of the financed facility.
- b) *Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs)* shall be issued only to meet cash flow needs consistent with projections by the Finance Director determined by a cash flow analysis of operating revenues and expenditures. Amounts may not exceed 60% of approved appropriations and must be retired no later than June 30 of each year.
- c) *Interfund Loans* may be used from time to time to fund capital projects of a fund rather than financing through a financial institution. The Finance Director must certify to the legislative body that sufficient surplus funds exist in the fund executing the loan. Interfund loans shall only be issued in compliance with state regulations and limitations.

- d) *Other Short-Term Debt*, including commercial paper notes, may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed rate mode. The City will determine and utilize the least costly method for short-term borrowing. The City may issue short-term debt when there is a defined repayment source or amortization of principal.

Interest Rate Modes

Fixed Rate Debt

To maintain a predictable debt service burden, the City shall give preference to debt that carries a fixed interest rate.

Variable Rate Debt

The percentage of net variable rate debt outstanding shall not exceed 20% of the City's total outstanding debt and will take into consideration the amount and investment strategy of the City's operating cash.

USE OF SYNTHETIC DEBT

At this time, the City chooses not to use derivative or other exotic financial structures in the management of the City's debt portfolio. Prior to any proposed use of such, a review of the conditions for entering into such agreements required under the State Funding Board's guidelines will be performed by the Finance Director and a draft derivative policy shall be presented for review and approval by the City legislative body.

REFINANCING OUTSTANDING DEBT

The Finance Director with assistance from the City's Chief Administrative Officer shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The Finance Director, with assistance of the Financial Advisor, will conduct an analysis of all refunding candidates at least annually to identify potential refunding candidates from all outstanding bond maturities. The Finance Director will consider the following issues when analyzing possible refunding opportunities:

1. Debt Service Savings

Absent other compelling considerations such as the opportunity to eliminate onerous or restrictive covenants contained in existing debt documents, the Finance Director will establish a minimum net present value savings threshold of 5.0% of the advanced refunded bond principal amount. Net present value savings shall equal to at least one and one half (1.5) times the cost of issuance associated with the financing. If net present value savings is less than 5.0%, the Finance Director may consider other reasons for refinancing the debt. Current refunding opportunities will be considered by the Finance Director if the refunding generates positive net present value savings. All plans for current or advance refunding of debt must be in compliance with state laws and regulations.

2. Restructuring for economic purposes

The City will refund debt when it is in the best financial interest of the City to do so. Such refunding may be limited to restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

3. Term of Refunding Issues

The City will refund bonds within the term of the originally issued debt. However, the Finance director may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The Finance director may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

4. Escrow Structuring

The City shall structure refunding escrows using permitted securities deemed to be prudent under the circumstances and will endeavor to utilize the least costly securities unless considerations of risk, reliability and convenience dictate otherwise. Preference will be given to State and Local Government Obligations (SLGS) issued by the U.S. Treasury. In the case of open market securities, a certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process, that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the City from its own account.

5. Arbitrage

The City shall take all necessary steps to optimize escrows in its refunding subject to the City's investment policies. Any positive arbitrage will be rebated as necessary according to Federal guidelines.

METHODS OF ISSUANCE

The City or its designee will determine the method of issuance on a case-by-case basis in accordance with the provisions of Title 9, Chapter 21, Tennessee Code Annotated, codified as "The Local Government Public Obligations Law".

1. Competitive Sale

In a competitive sale, the City's bonds shall be awarded to the bidder providing the lowest true interest cost (TIC) as long as the bid adheres to the requirements set forth in the official notice of sale.

2. Negotiated Sale

While the City prefers the use of a competitive process, the City recognizes that some securities are best sold through negotiation. In a negotiated sale, the underwriter(s) will be chosen through an RFP process or negotiations with pooled programs prior to the sale. The factors to be considered by the City shall include the following:

- a. State prohibitions against negotiated sales,

- b. A structure which may require a strong pre-marketing effort,
- c. Size of the issue which may limit the number of potential bidders,
- d. Market volatility is such that the City would be better served by flexibility in timing a sale,
- e. Whether the Bonds are issued as variable rate demand obligations.

3. Private or Direct Placement

From time to time the City may elect to issue its debt through a private or direct placement. Such placement shall only be considered if this method is estimated to result in a cost savings to the City relative to other methods of debt issuance and in accordance with state law. The City may also wish to issue debt through a private or direct placement to be able to lock-in favorable rates in a timely manner, implement a short-term borrowing program, or if it is determined to be a more efficient strategy and costs are estimated to be about the same as other methods of issuance.

UNDERWRITER SELECTION (NEGOCIATED TRANSACTION)

As noted earlier, it is the intent of the City to issue bonds through a competitive bid process rather than through a negotiated sale using the services of an Underwriter. However, if an underwriter is used for a debt issue, the City shall require the Underwriter to clearly identify itself in writing (*e.g., in a response to a request for proposals or in promotional materials provided to an issuer*) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the City with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the City. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the City Finance Director in advance of the pricing of the debt.

CONSULTANTS AND OTHER PROFESSIONALS

The City shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

- Counsel: The City shall enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction. *No engagement letter is required for any lawyer who is an employee of the City or any lawyer or law firm which is under a general appointment or contract to serve as counsel to the City and not serving as bond counsel for the transaction.*
- Financial Advisor: The City shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. The City will adjust this policy as required to comply with the provisions of the Municipal Securities Rulemaking Board Rule G-23 (Activities of Financial Advisors) as it applies to securities, including exceptions to the prohibition.
- Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid, privately place or underwrite an issue for which they are or have been providing advisory services.

- **Paying Agents:** Services and costs for paying agent fees for each debt obligation shall be determined based on a Request for Proposal from qualified agents. Consideration will be given to the lowest and best bid received for these services.

CONFLICTS OF INTEREST

Professionals involved in a debt transaction hired or compensated by the City shall be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the City to appreciate the significance of the relationships.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

DISCLOSURE REQUIREMENTS

The City will provide annual financial and economic information to all Nationally Recognized Municipal Information Repositories (NRMSIRs) designated by the SEC and the State Information Depository (SID) if established within the State of Tennessee. The City will file through the Electronic Municipal Market Access (EMMA) Dataport of the Municipal Securities Rulemaking Board (MSRB) its annual financial information within twelve months after the end of the City's fiscal year and will provide notice of the occurrence of any of the following material events in compliance with Rule 15c2-12 of the Securities Exchange Act of 1934:

- Principal and interest payment delinquencies
- Nonpayment-related defaults
- Unscheduled draws on bond-related reserves
- Unscheduled draws on credit enhancements
- Substitution of credit or liquidity providers or the failure of performance on the part of a liquidity provider
- Adverse tax opinions or events affecting the tax-exempt status of any bonds
- Modifications to rights of bond holders
- Bond calls
- Tender offers
- Defeasances, release, substitution, or sale of property securing repayment of securities
- Bankruptcy, insolvency, receivership or similar event
- Rating changes
- Merger, consolidation, or acquisition, in material; and appointment of a successor or additional trustee, or the change of name of a trustee, and
- Notices of failures to provide annual financial information on or before the date specified in the written agreement

- Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligated person, any of which reflect financial difficulties.

The City will maintain a system of record keeping and reporting which complies with the arbitrage rebate compliance requirements of the federal tax code.

DEBT POLICY REVIEW

The debt policy guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt instruments. The City maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt issuance achieves the overall goals of the City.

This policy will be reviewed by the Finance Director prior to the budget process annually. This policy may be reviewed or amended at other times during the year depending upon debt issuance and circumstances as determined by the Finance Director. The Finance Director will have responsibility to draft any recommendations for amendments, deletions, additions, improvements or clarification and submit to the Board of Mayor and Aldermen to allow for adequate consideration of any amendments prior to the first board meeting at which such amendments will be considered. The draft policy shall be presented in two (2) public meetings, the first to include a presentation by the Finance Director as to the rationale for each section of the proposed policy and the second to hear public comment on the proposed policy. Revisions to this policy must first be approved by the City of Bartlett Board of Mayor and Aldermen. Upon approval, the Finance Director shall forward a copy to the Office of State and Local Finance within 30 days or prior to the issuance of any new debt instruments, whichever comes first.

ADOPTION OF THE POLICY

A public hearing on the amendments to the Policy was held on the following date: December 8, 2020.

The Board of Mayor and Aldermen adopted this policy on December 8, 2020, effective December 8, 2020.

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

A. Keith McDonald, Mayor

Attest: _____

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2867)

Meeting: 11/10/20 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2867

Resolution 37-20, a resolution to amend the Fiscal Year 2021 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 8-2, has approved a budget amendment October 22, 2020 to its FY2021 Education Capital Projects Fund \$350,000 for replacing the roof on its Central Office building and its FY2021 General Purpose School Fund by \$1,065,000 for the purpose of paying employee bonuses; and

WHEREAS, resolution 8-2 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 FY2021 Education Capital Projects Fund Budget and the FY2021 General Purpose School Fund of the Bartlett City Board of Education are approved.

Adopted this day of November 10, 2020

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____

Penny Medlock, City Clerk



RESOLUTION 8-2

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2020-2021 FISCAL YEAR GENERAL FUND BUDGET AND 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 2020-2021 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2020-21 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$34,146,261.84
General Purpose Fund balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$34,146,261.84 to \$33,081,261.84	(1,065,000.00)
Amended General Purpose Fund Balance	\$33,081,261.84
2020-21 GENERAL PURPOSE FUND BUDGET REVENUES	\$86,451,428.00
Revenues are not amended	
2020-21 General Fund Budget Revenues	86,451,428.00
2020-21 GENERAL PURPOSE FUND BUDGET EXPENDITURES	\$91,001,428.00
Expenditures are amended in the following categories:	

141-xxxxx-1xxxxx-xxx-xxxx-xxxx (Salary Accounts in all functions) are amended from \$54,261,279.00 to \$55,172,279.00	\$911,000.00
141-Xxxxxx-20100-xxx-xxxx-0000 (OASDI in all functions) are amended from \$3,357,883.00 to \$3,414,303.00	\$56,420.00
141-xxxxx-21200-xxx-xxxx-0000 (Medicare in all functions) are amended from \$785,312.00 to \$798,507.00	\$13,195.00
141-xxxxx-20400-xxx-xxxx-0000 (TCRS in all functions) are amended from \$5,477,745.00 to \$5,562,130.00	\$84,385.00
Amended 2020-21 General Fund Budget Expenditures	\$92,066,428.00
2020-21 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES	\$7,340,451.56
Revenues are amended in the following categories:	
177-44990-00000-000-5021 Other Local Revenues – Central Office Re-Roof is amended from \$0 to \$350,000.00	\$350,000.00
Amended 2019-20 Education Capital Projects Fund Budget Revenues	\$7,690,451.56
2020-21 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES	\$7,340,451.56
Expenditures are amended in the following categories:	
177-91300-70700-000-0000-5021 Building Improvements – Central Office Re-Roof is amended from \$0 to \$350,000.00	\$350,000.00
Amended 2020-21 Education Capital Projects Fund Budget Expenditures	\$7,690,451.56

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 22, 2020 from and after its adoption by the Bartlett City Board of Education.

Adopted this ____ day of October, 2020.

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