



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 28, 2014 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Steven Shelton, Faith Cumberland Presbyterian Church

FUTURE MEETINGS

Planning Commission, November 3 at 7 p.m.

Family Assistance Commission, November 3 at 7 p.m.

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

City Beautiful Commission, November 6 at 7 p.m.

Bartlett Historical Society, November 7 at 7 p.m.

Parks and Recreation Advisory Board, November 13 at 8 p.m.

Historic Preservation Commission, November 17 at 7 p.m.

Design Review Commission, November 18 at 6:30 p.m.

RECOGNITIONS

Local Fire Safety Poster Contest Winners

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 14, 2014 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 14-09, an Ordinance to Rezone from O-C to RS-18 Property on the East Side of Charles Bryan Road. (Terry Emerick, Director of Planning and Economic Development)** The public hearing is set for November 25, 2014.

CONSENT AGENDA**1 Special event permit for Elmore Park Middle School's Family Movie Night. (Jim Brown, Director of Code Enforcement)**

The event will be held on Friday, November 21 from 6 to 9 p.m. on the school's campus.

2 Bid for one used tractor. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Tag Truck Center at a cost of \$60,000.00 for one Daycab tractor with 200,000 miles or less. Tractor will be used to haul trailers to the landfill. Funds are available in account 122.48122.935

3 Bid for one used bucket truck. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Altec Nueco at a cost of \$66,900.00. Funds are available in account 311.48311.785.30715.

4 Bid for one 2015 Knuckleboom truck with 30-yard dump bed. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Tag Truck Center at a cost of \$127,135. Funds are available in account 122-48122-935.

5 Architectural Services for ADA Upgrades to Freeman Park Restrooms. (Wade Towles, Assistant Director of Engineering)

Recommend approving a contract with Ross Witt, PLLC for architectural services to provide exterior improvements and Americans with Disabilities Act (ADA) upgrades to both restrooms at W.J. Freeman Park. The cost will not exceed \$25,840.00. Funds are available in 311.48311.780.51415.

6 Site plan contract for Distributors Investment Company. (Rick McClanahan, Director of Engineering)

Developer, Distributors Investment Company, will pay \$54,806.00 in City fees. The bond is set at \$220,660.

7 Site plan contract for River City Church. (Rick McClanahan, Director of Engineering)

Developer, River City Church, will pay \$25,632 in City fees. The bond is set at \$132,599. The church is expanding by adding a building to an existing church property.

8 Treasurer's Report for September 2014. (Dick Phebus, Director of Finance)

NEW BUSINESS

- I Consulting contract with Retail Strategies. (Mark Brown, Chief Administrative Officer)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 14, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Historic Preservation Commission, October 20 at 7 p.m.

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

Design Review Commission, October 21 at 7 p.m.

RECOGNITIONS

Firefighter Promotion

Matt Henry was promoted to Paramedic Lieutenant from Paramedic. Lt. Henry has worked for the City for eight years.

Donation presentations to Bartlett Education Foundation

The Mayor's Youth Council presented the Bartlett Education Foundation's president Jason Sykes with a check for \$665. The Council raised the funds with a dunk tank at the Bartlett Festival. The City presented a check for \$1,225 to Mr. Sykes. The funds were raised from hot air balloon rides during the festival.

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

Mayor McDonald reported an emergency expenditure of \$28,684.26 for flood cleanup from the September 11, 2014 flood at the Bartlett Station Municipal Center.

MINUTES ACCEPTANCE

Minutes of the September 23, 2014 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Oct 14, 2014 7:00 PM (MINUTES ACCEPTANCE)

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

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.

- I. Ordinance 14-08, an ordinance to amend Ordinance 98-15.

No one spoke for or against this ordinance

RESULT:	CLOSED
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UNFINISHED BUSINESS

- I **Third Reading of Ordinance 14-08, an ordinance to amend Ordinance 98-15. (Rick McClanahan, Director of Engineering)**

Mr. McClanahan explained that this ordinance serves to update the City's subdivision contract and fee structure for the North Annexation Area. The original ordinance was approved in 1998. The fee structure will now reflect current fees and, from this point forward, be amended via the annual budget ordinance.

Mr. McClanahan noted that Section 6 to add that credits can be assigned to the land being developed.

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

CONSENT AGENDA

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

- I **Special event permit for the Ashley Scott 5K Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 18 from 6 to 9:30 a.m. The race will begin and end at Bartlett Baptist Church.
- 2 **Special event permit for Ellendale Baptist Church Fall Festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, October 31 from 5:30 to 8:30 p.m. on the church campus.

- 3 Repair for filter at Germantown Road Water Plant. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Ronald Franks Construction in the amount of \$98,444.12, plus a contingency amount of \$10,000.00 for a total cost of \$108,444.12. Funds are available in Account 312.48312.780.720.
- 4 Well at Ardie Road Water Plant. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lower bid from Layne Christensen Company in the amount of \$513,000, plus a contingency amount of \$80,000 for a total cost of \$593,000. Funds are available in Account 312.48312.780.719.
- 5 Aerator Calibration and Incidental Work to start operation of new well. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest, qualified bid from Ronald Franks Construction in the amount of \$267,783.28, plus a contingency amount of \$40,200 for a total cost of \$307,983.28. Funds are available in Accounts 312.48312.780.719 and 312.48312.780.70315.
- 6 Resurfacing of the Bartlett Justice Center's parking lot. (Gary Rikard, Chief of Police)**
Recommend using the City's FY15 contract asphalt paving (Lehman-Roberts) and pavement marking (Trafmark) companies to resurface and re-stripe the Justice Center's parking lot. This project will cost \$72,000. Funds are available in Account 311.48311.780.212.
- 7 Bid for three 2015 Ford Taurus vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the sole bid from Auto Nation Ford Memphis at a cost of \$23,300.00 each, for total cost of \$69,900.00. Funds are available in Account 129.48129.935.
- 8 Bid for one 2015 Model 33,000 GVWR Truck with 9-Yard Flat Bed. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lower bid from Scruggs Equipment Co. at a total cost of \$81,344. Funds are available in Account 311.4.47.47048311.785.50715.
- 9 Bid for one 7050 GVWR 2015 Model Super-Cab Pickup with a 6.5' Bed. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the sole bid from AutoNation Ford Memphis at a cost of \$21,768.00.
Funds are available in Account 311.48311.785.50715.
- 10 Bid for one 2015 Model XLT F150 Super Cab Pickup with 6.5-foot bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Golden Circle Ford at a cost of \$24,939.00. Funds are available in account 122.48122.935.

- I1 Bid for one 2015 Model 6750 GVWR Regular Cab, 2-Wheel Drive Pickup with 8-foot Bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Golden Circle Ford at a cost of \$19,877.00. Funds are available in Account 510.51300.935.
- I2 Bid for one 2015 Model Compact Track Loader with Vertical Lift Arms. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Williams Equipment at a cost of \$55,295.00. Funds are available in Account 311.48311.785.30715.
- I3 Bid for one 2015 Model F350 XL Super duty/Super cab truck with 9-foot Utility Crane Bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Auto Nation at a cost of \$43,027.00. Funds are available in Account 510.51300.935.
- I4 Bid for two 2015 Model 33,000 XL GVWR Trucks with 9-Yard Dump Bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Scruggs Equipment at a cost of \$81,019.00 each, with a total cost of \$162,038.00. Funds are available in Accounts 510.51300.935 and 311.48311.785.30715.
- I5 Bid for two 2015 Ford four-door Explorer XLT vehicles. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Golden Circle Ford at a cost of \$28,142.00. The total cost will be \$56,284.00. Funds are available in Account 311.48311.785.30715.
- I6 Planning Commission Report for October 2014. (Terry Emerick, Director of Planning and Economic Development)**

Item 1 - Rezoning of approximately three acres from office/commercial to RS-18 (residential) for the expansion of Ave Maria nursing home/assisted living.

Item 2 - Special use permit for the expansion of Ave Maria nursing home/assisted living.

NEW BUSINESS

- I Cancel the first Board of Mayor and Aldermen meeting in November and second meeting in December. (A. McDonald, Mayor)**

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

- 2 Set a public hearing for November 25, 2014 for Resolution 30-14, a Resolution Approving a Special Use Permit for a Nursing Home/Assisted Living Facility to be expanded and located adjacent to the existing facility on the East Side of Charles Bryan Rd in the Bartlett Oaks Office Park Subdivision between Summer Oaks and Charles Bryan Road. (Terry Emerick, Director of Planning and Economic Development)

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

- 3 Resolution 34-14, A resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$66,219.20 for a 2015 Multiple Violations Traffic Grant and amend the Fiscal Year 2015 Budget to appropriate the grant funds. (Dick Phebus, Director of Finance)

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

- 4 Resolution 35-14, a resolution to donate surplus personal property to the Bartlett City Schools. (Dick Phebus, Director of Finance)

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

- 5 First Reading of Ordinance 14-09, an Ordinance to Rezone from O-C to RS-18 Property on the East Side of Charles Bryan Road. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick noted that this rezoning ordinance is part of the Ave Maria nursing home/assisted living facility expansion.

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 10/28/2014 7:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Kim Dyer thanked City staff for their support of this year's Bartlett Farmers' Market.

David Neyman, 3075 Court, is a former police officer for Bartlett. He suspects misconduct of a current officer.

Charles Warrington, 4135 Canna Hill Court, voiced concern about the September flooding. He said since purchasing his home he has spent more on flood cleanup than he paid for the house. He wants the City to have a relief center for victims of recurrent flooding.

Fire Chief Terry Wiggins announced that the Annual Volunteer Firefighters Pancake Breakfast raised about \$8,000. The funds will be donated to Dream Factory, Ronald McDonald House and used to make food baskets for the needy at Christmas.

ADJOURNMENT

Meeting adjourned at 7:30 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 14, 2014 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1367)

Meeting: 10/28/14 07:00 PM
Department: Planning and Economic Development
Category: Zoning
Prepared By: Sam Harris
Initiator: Terry Emerick
Sponsors:
DOC ID: 1367

Ordinance 14-09, an Ordinance to Rezone from O-C to RS-18 Property on the East Side of Charles Bryan Road.

WHEREAS, an application has been received to rezone property described herein from O-C to RS-18; and

WHEREAS, a public hearing was held before this body on the 25th day of November 2014, 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 RS-18.

BEING A DESCRIPTION PART OF THE AVE MARIA HOME PROPERTY AS RECORDED IN INSTRUMENTS 07043355, ALL OF THE AVE MARIA HOME PROPERTY AS RECORDED IN INSTRUMENT 10027839 AND 10032235, AND LOT 6 OF THE BARTLETT OAKS OFFICE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 132, PAGE 94, ALL OF RECORD IN THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN BARTLETT, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF CHARLES BRYAN ROAD (50.00 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID IRON PIN BEING S02°05'33"W A DISTANCE OF 364.47 FEET FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID CHARLES BRYAN ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF STAGE ROAD (106.00 FOOT WIDE PUBLIC RIGHT-OF-WAY), SAID IRON PIN ALSO BEING THE SOUTHWEST CORNER OF LOT 5 OF THE PROPERTY SHOWN ON THE RE-REVISED FINAL PLAN FOR THE BARTLETT OAKS OFFICE PARK SUBDIVISION AS RECORDED IN BOOK 120, PAGE 35 AT SAID REGISTER'S OFFICE; THENCE S87°51'56"E ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG THE SOUTH LINE OF LOT 4 (PLAT BOOK 120, PAGE 35) A DISTANCE OF 180.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING S87°51'56"E ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 41.19 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE N01°45'22"E ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 178.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, SAID POINT ALSO LIES ON THE SOUTH LINE OF LOT 7 (PLAT BOOK 120, PAGE 35); THENCE S88°14'38"E ALONG THE SOUTH LINE OF SAID LOT 7 AND ALONG THE SOUTH LINES OF LOTS 8 AND 9 (PLAT BOOK 120, PAGE 35) A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF LOT 1 (PLAT BOOK 120, PAGE 35); THENCE S01°45'22"W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.24 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 1 (PLAT BOOK 120, PAGE 35), SAID IRON PIN ALSO LIES ON THE NORTH LINE OF LOT 1 OF THE BARTLETT OAKS OFFICE PARK SUBDIVISION AS RECORDED IN PLAT BOOK 132, PAGE 94 AT SAID REGISTER'S OFFICE; THENCE N87°51'56"W ALONG THE NORTH LINE OF SAID LOT 1 (PLAT BOOK 132, PAGE 94) A DISTANCE OF 98.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 (PLAT BOOK 132, PAGE 94); THENCE S08°51'01"W ALONG THE WEST LINE OF LOTS 1 AND 2 (PLAT BOOK 132, PAGE 94) A DISTANCE OF 181.09 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 2 (PLAT BOOK 132, PAGE 94); THENCE S14°57'44"E ALONG THE WEST LINE OF LOT 3 (PLAT BOOK 132, PAGE 94) A DISTANCE OF 104.63 FEET TO THE NORTHWEST CORNER OF LOT 6 (PLAT BOOK 132, PAGE 94); THENCE S87°49'51"E ALONG THE NORTH LINE OF SAID LOT 6

A DISTANCE OF 213.78 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT LIES ON THE WEST RIGHT-OF-WAY LINE OF SUMMER OAKS DRIVE (68.00 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SUMMER OAKS DRIVE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 366.00 FEET, AN ARC LENGTH OF 74.94 FEET (CHORD S17°11'34"W -74.81 FEET) TO THE POINT OF TANGENCY; THENCE S23°03'30"W AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SUMMER OAKS DRIVE A DISTANCE OF 146.72 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SUMMER OAKS DRIVE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS 434.00 FEET, AN ARC LENGTH OF 27.29 FEET (CHORD S21°15'26"W-27.28 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N48°59'14"W ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 103.63 FEET TO A FOUND IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID IRON PIN ALSO LIES ON THE NORTH LINE OF LOT 5A OF THE WEST SUMMER OAKS SUBDIVISION AS RECORDED IN PLAT BOOK 163, PAGE 11 AT SAID REGISTER'S OFFICE; THENCE N87°53'40"W ALONG THE NORTH LINE OF LOTS 5A AND 58 (PLAT BOOK 163, PAGE 11) A DISTANCE OF 204.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 58; THENCE N02°05'33"E A DISTANCE OF 450.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 134,818 SQUARE FEET OR 3.095 ACRES.

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: October 14, 2014

Second Reading: October 28, 2014

Third Reading: November 25, 2014

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

10/14/14 Board of Mayor and Aldermen APPROVED ON FIRST READING
Next: 10/28/14

Mr. Emerick noted that this rezoning ordinance is part of the Ave Maria nursing home/assisted living facility expansion.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/28/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Elmore Park Middle School's Family Movie Night.



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



6330 Althorne Rd, Bartlett, TN 38134
 Address Zip Code
November 21, 2014 : Raindate : TBA 6-9 pm
 Dates of the Event Hours of the Event
Family Movie Night - Public Attraction
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Bartlett City Schools
 Property Owner
Elmore Park Middle School 6330 Althorne Rd, Bartlett
 Special Event Permit Applicant Address of Applicant
901-373-2642 Emily Cook - contact - 901-292-7372
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
~~104.00~~ Total

Emily Cook 901-292-7372 10-22-14
 Responsible Person Date

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

APPROVAL

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

Attachment: ELMORE PARK FAMILY MOVIE NIGHT-6330 ALTHORNE (1380 : Elmore Park's Family Movie Night)

Special Event Checklist

Event: Elmore Park Middle School Family Movie Night
 Location: 6330 Althorne Rd, Bartlett, TN 38134
 Dates: November 21, 2014

Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> 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.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> 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.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> 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.</p> |
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Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

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| <p>☐ <i>Public property.</i> 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.</p> <p>☐ <i>Public parks.</i> 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.)</p> <p>☐ <i>City sponsorship.</i> 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.</p> <p>☐ <i>Special use permit or site plan.</i> 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.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> 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.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
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Performance standards:

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

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

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

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31			✓	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	Same
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	Nov. 21, 2014 Raindate: TBA
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36	✓			Location and number of proposed temporary public toilets.	building open
37		✓		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	building open
38		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

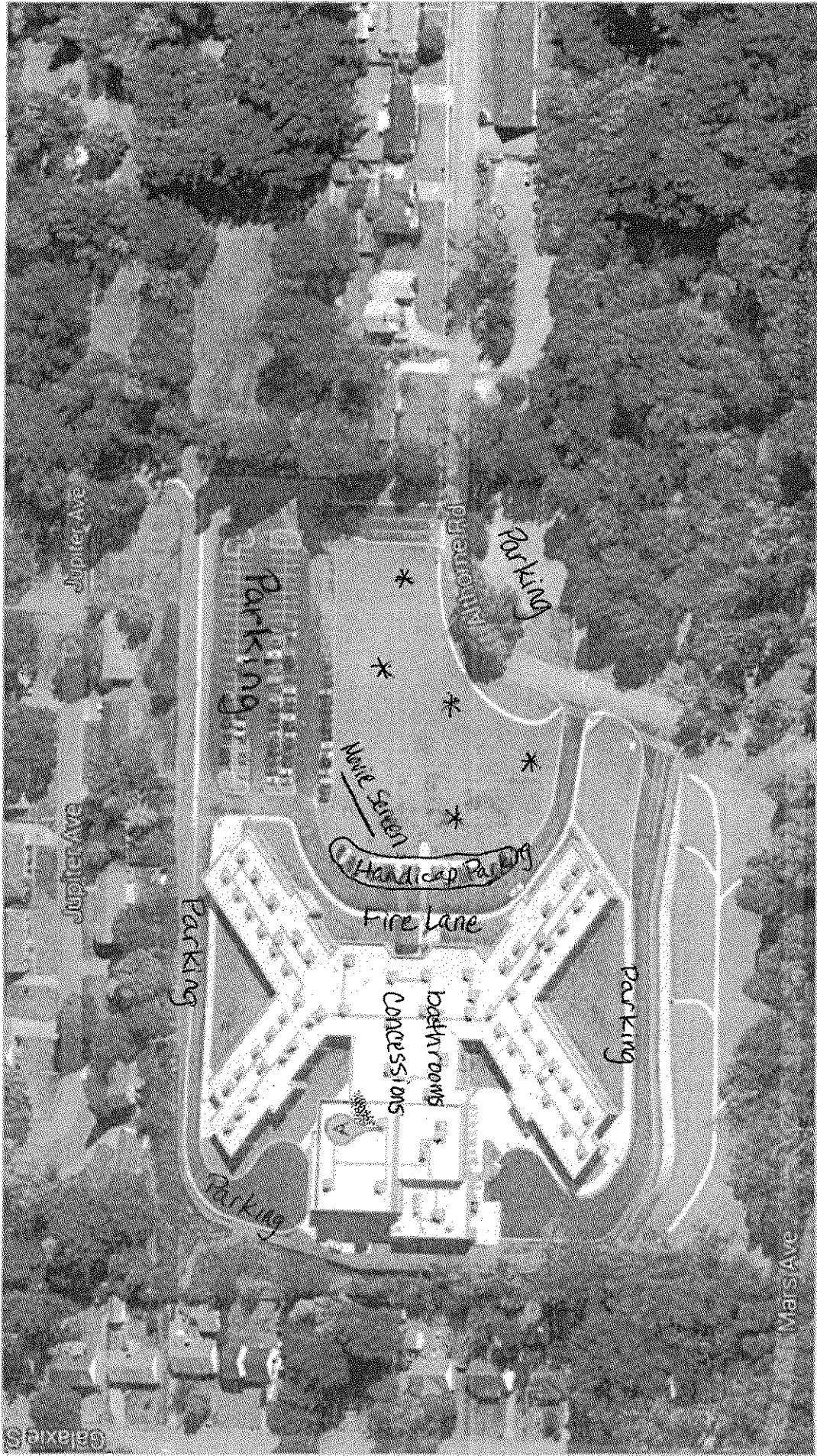
Special event permit - authorization by Permitting Official

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

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

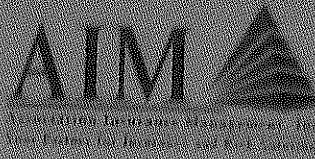
Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



* garbage cans

TOP



MEMBER CERTIFICATE OF INSURANCE

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

NAMED INSURED MEMBER

Elmore Park AIS PTA
 Attn: Christal Frederick or Current Officer
 6330 Althorne Rd.
 Elmore, TN 38131

Named Covered & Insuring Address: 6330 Althorne Rd.
 Elmore, TN 38131
 Policyholder Support Phone: 800-848-8484
 E-Mail: aim@aimcompanies.com
 Website: www.aimcompanies.com

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Handford Ins Co of New York / Commercial General Liability	BNV83550	10/15/14 - 10/15/15	NONE	Each Occurrence	\$1,000,000
				General Aggregate	\$1,000,000
				Products - Completed Operations Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one loss)	\$1,000,000
Handford Ins Co of New York / Medical (Scheduled Medical)	BNV83550	10/15/14 - 10/15/15	NONE	Any One Person	\$1,000,000
Handford Ins Co of New York / Non-Profit Prod Liability Officers Liability	BNV84449	10/15/14 - 10/15/15	\$ 1,500	Aggregate	\$1,000,000
				Aggregate	\$1,000,000
				*Annual Aggregate applies to all member certificate holders combined	\$1,000,000
Handford Ins Co of New York / Current Crime & Fidelity (Direct)	BNV83437	10/15/14 - 10/15/15	\$ 200	Each Occurrence	\$1,000,000

Certificate Holder

This member certificate, together with the certificate policy schedule, coverage part(s), coverage form(s), and endorsements, if any, constitutes the entire insurance policy. Copies of the Master Policies are available upon request at www.aimcompanies.com

AUTHORIZED REPRESENTATIVE

[Signature]

Attachment: ELMORE PARK FAMILY MOVIE NIGHT-6330 ALTHORNE (1380 : Elmore Park's Family Movie Night)

October 21, 2014

Board of Mayor and Alderman:

Elmore Park Middle School requests your permission to host "Elmore Park's Family Movie Night" on Friday, November 21, 2014. The event would take place on the front lawn from 6 p.m. to 9 p.m.

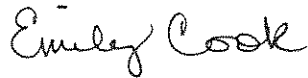
During our Family Movie Night, we will show a movie, sell concessions, and enjoy an evening under the stars.

The school Pom Squad will hold a silent auction during the event.

We envision "Elmore Park's Family Movie Night" to be a fun event that draws parents and students to our campus to build community.

We would appreciate your permission to move forward with this event.

Thank you,



Emily Cook

PTSA Special Projects

Elmore Park Middle School



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/28/14 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Mike Adams

Department Head: Bill Yearwood

Bid for one used tractor.

On September 23, 2014 an ad was placed in *The Commercial Appeal*. On October 7, 2014 the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Tag Truck Center	\$60,000.00
Tri-State Truck Center	\$84,995.00
Summitt Truck Group	\$61,300.00

We recommend the bid be awarded to Tag Truck Center for a total price of \$60,000.00

Funds are available in account 122.48122.935

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/28/14 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Mike Adams

Department Head: Bill Yearwood

Bid for one used bucket truck.

On October 2, 2014, an ad was placed in *The Commercial Appeal*. On October 16, 2014 the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Altec Nuevo	\$66,900.00
Altec Nuevo	\$79,900.00
Aerial Truck Equipment Company	\$83,766.00

We recommend the bid be awarded to Altec Nuevo for a total price of \$66,900.00.

Funds are available in account 311.48311.785.30715.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/28/14 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Sherry Howard

Department Head: Bill Yearwood

Bid for one 2015 Knuckleboom truck with 30-yard dump bed.

On September 25, 2014 an ad was placed in *The Commercial Appeal*. On October 9, 2014 the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

Tag Truck Center	\$127,135.00
Tag Truck Center	\$127,550.00
Sansom Equipment	\$132,031.00
Summit Truck Group	\$132,738.00
River City Hydraulics	\$137,286.00
Tri-State Truck Center	\$146,000.00

We recommend the bid be awarded to Tag Truck Center for a total price of \$127,135.

Funds are available in account 122-48122-935.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/28/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

Architectural Services for ADA Upgrades to Freeman Park Restrooms.

Attached is the proposal from Ross Witt, PLLC to provide the Architectural Services for the ADA Upgrades and exterior improvements to the two restrooms located in Freeman Park.

Please authorize this architectural design contract with a cost not to exceed \$25,840.00 to Ross Witt, PLLC for both restroom facilities at Freeman Park.

Funding is available from Capital Account 311.48311.780.51415.



October 15, 2014

Mr. Wade Towles, P.E.
Assistant City Engineer
 City of Bartlett Engineering
 6382 Stage Road
 Bartlett, TN 38134

RE: Freeman Park Restrooms – ADA Upgrades and Exterior Improvements
 RWAID No 14-136

Dear **Mr. Towles**,

Thank you for the opportunity to provide our Fee Proposal for the above referenced projects.

We propose to provide the following services for the design:

- Survey of each area surrounding the two existing restrooms at Freeman Park as needed to complete ADA design (Allen and Hoshall)
- Architectural and Engineering design thru complete drawings and specifications
- Bidding and Permitting
- Construction Administration by Design Team
- Project Closeout

Fees for the above Scope are proposed to be a total of \$25,840.00 of which \$5,840.00 has already been completed per the previous Schematic Design effort from September and is included in the total (\$2,920.00 per building). If agreeable, these fees will be incorporated into an AIA Standard Contract to be forwarded to the City.

If additional services beyond the above Scope are requested by the City, then we will negotiate an agreeable fee based on the following hourly rates for this project:

Benjamin Witt or Debbie Ross	\$130/hour
Drafting and Technical Support (Interns)	\$ 90/hour

We have not included any services related to Asbestos or Hazardous materials that may be present in the existing buildings. We will notify you should we believe any such materials may be present and we will work together to develop a plan to address this item at that time.

Also, we have not included time for DRC or Planning Commission meetings and submissions.

Should you have any questions please do not hesitate to contact me.

Thanks again and we look forward to hearing from you soon.

Sincerely,
Ross Witt, PLLC

Ben

Benjamin Witt, AIA
Principal Architect

Approved by: _____, _____
Signature and title date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/28/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Site plan contract for Distributors Investment Company.

COMMERCIAL SITE PLAN CONTRACT

Rev. – 7/07

THIS AGREEMENT, made and executed this _____ day of _____, _____, between the CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE, hereinafter referred to as the CITY and **DISTRIBUTORS INVESTMENT COMPANY BARTLETT** hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION is in the process of approving a Subdivision entitled **Distributors Investment Company Bartlett** made by the DEVELOPER; and WHEREAS, the CITY PLANNING COMMISSION has by resolution of September 2, 2014 approved the Construction Plan and established certain conditions for approval of the **Plat** of said **Site Plan** 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

Attachment: forme1105 - Distributors Investment company (1372 : Distributors Investment Company Site Plan Contract)

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

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

I

GENERAL PROVISIONS

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

right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installation within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of the **Site Plan** 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 **development**.

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 **Site Plan**, 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 Plat of said **Site Plan**.

6. That all easements granted by the DEVELOPER, to be recorded on the Plat of said **Site Plan**, shall be specifically reserved for the use or uses noted on the approved Construction Plan.

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

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

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

shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other degradable materials to a permitted landfill, and not bury any such materials within the limits of said **Site Plan** (except if they are permitted to burn by Shelby County Health Department).

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

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

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

14. That the DEVELOPER will not transfer the property on which this site is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site in accordance with the approved Construction Plans and Plat, if already approved and

recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incidents to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

18. That the DEVELOPER shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

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

The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approved design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the

DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

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

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

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

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER, upon approval by the PLANNING COMMISSION, shall deposit funds with the CITY in an amount equal to one-hundred and ten percent (110%) of the current installation cost as determined by the CITY ENGINEER.

That with approval of the PLANNING COMMISSION, the DEVELOPER may defer to individual builders for lots within the subdivision, 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. The DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been constructed individual builders and appropriate bond amount shall be retained by the City until 100% complete.

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 pave to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and pave the full width of said street or road.

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

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

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

8. That the CITY is not responsible for street repairs within private streets. The responsibility of repairing said streets will be that of the owners and/or owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

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.

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 **Site Plan** from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory cost incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewer system, water service system and with a qualified contractor licensed in the State of Tennessee, provided however, the DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed, said filing sent to the CITY ATTORNEY.
3. The DEVELOPER to pay \$3,000.00 per **lot and per tap for the** water connection fee.

V**WATER SERVICE EXPANSION FEE**

That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said **Site Plan**.

VI**SEWER SERVICE**

That the DEVELOPER shall proceed as under Section IV (2), herein, to install a City of Bartlett approved sewage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said **Site Plan**, and sewer laterals to the front on each lot within the said **Site Plan**.

Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision. Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$33.00 per front footage for each lot or \$2,333.00 per acre in said subdivision and such fee shall be paid as part of this subdivision 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 **Site Plan** 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 sediment or debris from drainage flowing from said **Site Plan**. Further, the DEVELOPER shall bear the expense of erosion and sediment control before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the City Subdivision Regulations and Technical Specifications. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. The DEVELOPER shall immediately provide satisfactory erosion control in accordance with MS-4 policy and the storm water ordinance.

3. That the DEVELOPER shall maintain work sites within and without the **Site Plan** in a manner which will prevent sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted to continue work required to comply with this Section in accordance with the Stormwater Ordinance. 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 **Site Plan**, 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 **Site Plan** when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY or a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the **Site Plan** shall be constructed. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the **Site Plan** 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 **Site Plan** and discharge all waters reasonably expected to flow from the **Site Plan** so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the

Site Plan. 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 **Site Plan** prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building sites within the **Site Plan**. Said plan shall be compatible with the overall drainage plan for the **Site Plan** 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 Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

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

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

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

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

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

XIII

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give

written notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the one (1) year warranty period the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN.
4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal offer of Irrevocable Dedication of public improvements and land for said **Site Plan** in a form approved by the CITY BOARD

OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated.

XV

HOLD HARMLESS

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

SPECIAL CONDITIONS:

1. Developer has chosen to utilize a tandem water meter combination with only one water tap and has acknowledged and accepted responsibility for the potential loss of pressure that may occur as evidenced in Attachment A.

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

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

- | | |
|--|--------------|
| 1. Water Plant Expansion @ 15% of Water Main Cost)
(Water Main Cost = \$ 112,600) | \$ 16,890.00 |
| 2. a. Water System Engineering & Subdivision Review
@ 6% of Water Main Cost | \$ 6,756.00 |
| b. Subdivision and site plan review fee @ \$175.00
per lot or 1.5% of public Improvement Cost
(whichever is greatest)
\$175 x 1 = \$175
1.5% x 220660 = \$3,310 | \$ 3,310.00 |
| 3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of
sewer line extension (whichever is greater).
Minimum charge of \$25 per contract.
\$10 implies \$10
\$25 implies XXX | \$ 25.00 |
| 4. Water Connection Fee @ \$3,000.00 per lot
1 Lot | \$ 3,000.00 |
| 5. City Subdivision Inspection @
A. 3% of Development Cost = \$6,620 or
B. \$300.00 per Lot = \$300
(whichever is greater) Development Cost = \$220,660 | \$ 6,620.00 |
| 6. Cost of Water and Sewer Mains to the Subdivision | \$ 0 |
| 7. SEWER BASIN: <u>South</u>
Sewer Connection Charge @ Greater of either
@ \$2333 per acre or = 14954.53
\$33 per Front Foot = 14105.52 | \$ 14,955.00 |

8. DRAINAGE BASIN: _____ wolf river/fletcher creek	
a. Drainage control fee for those lots not served by a Detention Basin @ \$500.00 per half acre or fraction thereof (in multiples of \$500) = \$6410	\$ <u>0</u>
b. Drainage control fee for lots served by a Detention Basin @ \$250.00 per half acre or fraction thereof (in multiples of \$250) = 3205	\$ <u>3,250.00</u>
9. City portion of Water Improvements	\$ <u>0</u>
10. Cash in lieu of constructing green belt walking trail	\$ <u>0</u>
TOTAL DUE CITY	\$ <u>54,806.00</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>0</u>
2. Street Light (Estimated Construction Cost)	\$ <u>0</u>
TOTAL DUE II	\$ <u>0</u>

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)	\$ <u>220,660.00</u>
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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Bartlett,
Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER

TYPED OR PRINTED

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Property Owner's Letter

This letter is official notification that installation of a meter as outlined in the irrigation meter policy may result in pressure drop and reduce pressure to your home or business if the irrigation system is run while there is a demand for water pressure within the home or business simultaneously. Acceptance of this letter is notification and acceptance by the property owner of this potential pressure and flow drop and the property owner does acknowledge and accept this condition.

The property owner or his contractor is responsible for coordinating the work with the City of Bartlett Public Works department (385-5570) and for all repairs necessary to repair the City's trench work to meet the property owner's satisfaction including but not limited to sodding, seeding, curb repair, sidewalk repair, pavers or any other repairs necessary to satisfy the property owner's concerns.

The property owner will supply the contractor plumbers' name and phone number with their permit application. Once this information is forwarded to the Public Works Department, Public Works will contact the plumber, who will then coordinate schedules as necessary for the installation of the new irrigation meter.

The Public Works Department will then excavate the area around the domestic meter and box, cut the service line on the house side, move the domestic meter forward and install the irrigation meter.

From this point forward it will be the plumber's responsibility to tie the domestic line back to the domestic service line and make the tie-in to the irrigation meter. The plumber will then reset the boxes to finish grade flush with the top of the curb, cover up the excavated area and remove the excess dirt. The replacement of Sod will be the property owner or plumber's responsibility and will not be replaced by the Public Works Department.

All irrigation systems require installation of a backflow preventer as part of the system. Annual certification inspections are required, and a copy of each annual certification report shall be provided to the City of Bartlett Code Enforcement office.

Owner – sign

Date

Owner – print

Property address

Attachment A

Attachment: forme1105 - Distributors Investment company (1372 : Distributors Investment Company Site Plan Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/28/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Site plan contract for River City Church.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of May 5, 2014, approved the Site Plan, Grading, and Erosion Control Plans for **River City Church** and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion

Attachment: forme1100 - River City Church Site Plan Contract - rev 10-20-14 (1374 : River City Church Site Plan Contract)

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

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

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

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

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

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

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

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

VII**HOLD HARMLESS**

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

Special Conditions:

1. Developer has chosen to utilize a tandem water meter combination with only one water tap and has acknowledged and accepted responsibility for the potential loss of pressure that may occur as evidenced in Attachment A.

XVII

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

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

1. Water Plant Expansion (15% of Water Main Costs = \$73,404)	\$ <u>11,011</u> .
2. Water System Engineering and Subdivision Review (6% of Water Main Cost)	\$ <u>4,404</u> .
3. Water Connection Fee @ \$2,000 per lot (residential) 1 tap w/domestic & irrigation combined	\$ <u>2,000</u> .
4. Sewer Connection Fee @ \$2,000 per lot 1 Lot Drainage Basin – SOUTH	\$ <u>2,000</u> .
5. City Water/Subdivision Inspection @ A. 3% of Development Cost or B. \$300.00 per Lot = \$300 Whichever is greater Development Cost = \$132,599	\$ <u>3,978</u> .
6. Site Plan Review Fee @ \$175.00 per lot or 1.5% of Public Improvement Cost, whichever is greater. \$175 x 1 = 175 1.5% x \$132,599 = 1989	\$ <u>1,989</u> .
7. Drainage Control fee for lots Served by a Detention Basin @ \$250.00 per lot 1 Lot	\$ <u>250</u> .
TOTAL DUE CITY	\$ <u>25,632</u> .

II. Upon Execution of Subdivision Contract and Before Construction Begins TOTAL BOND DUE	\$ <u>132,599</u> .
--	---------------------

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

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

MAYOR, CITY OF BARTLETT

DEVELOPER: RIVER CITY CHURCH

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Property Owner's Letter

This letter is official notification that installation of a meter as outlined in the irrigation meter policy may result in pressure drop and reduce pressure to your home or business if the irrigation system is run while there is a demand for water pressure within the home or business simultaneously. Acceptance of this letter is notification and acceptance by the property owner of this potential pressure and flow drop and the property owner does acknowledge and accept this condition.

The property owner or his contractor is responsible for coordinating the work with the City of Bartlett Public Works department (385-5570) and for all repairs necessary to repair the City's trench work to meet the property owner's satisfaction including but not limited to sodding, seeding, curb repair, sidewalk repair, pavers or any other repairs necessary to satisfy the property owner's concerns.

The property owner will supply the contractor plumbers' name and phone number with their permit application. Once this information is forwarded to the Public Works Department, Public Works will contact the plumber, who will then coordinate schedules as necessary for the installation of the new irrigation meter.

The Public Works Department will then excavate the area around the domestic meter and box, cut the service line on the house side, move the domestic meter forward and install the irrigation meter.

From this point forward it will be the plumber's responsibility to tie the domestic line back to the domestic service line and make the tie-in to the irrigation meter. The plumber will then reset the boxes to finish grade flush with the top of the curb, cover up the excavated area and remove the excess dirt. The replacement of Sod will be the property owner or plumber's responsibility and will not be replaced by the Public Works Department.

All irrigation systems require installation of a backflow preventer as part of the system. Annual certification inspections are required, and a copy of each annual certification report shall be provided to the City of Bartlett Code Enforcement office.

Owner – sign

Date

Owner – print

Property address

Attachment A

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/28/14 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for September 2014.

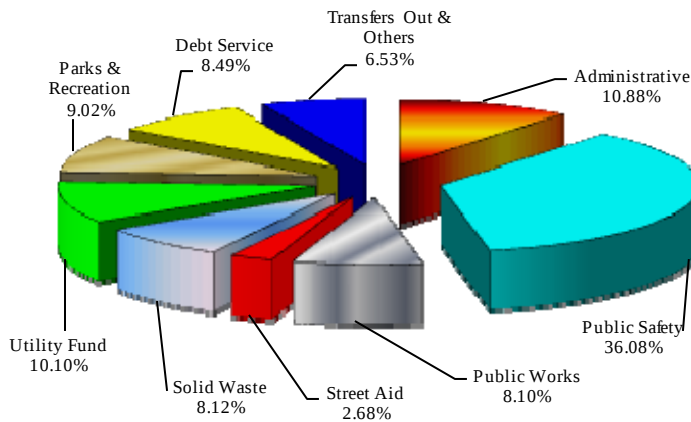


City of Bartlett

FINANCIAL REPORT

September 30, 2014

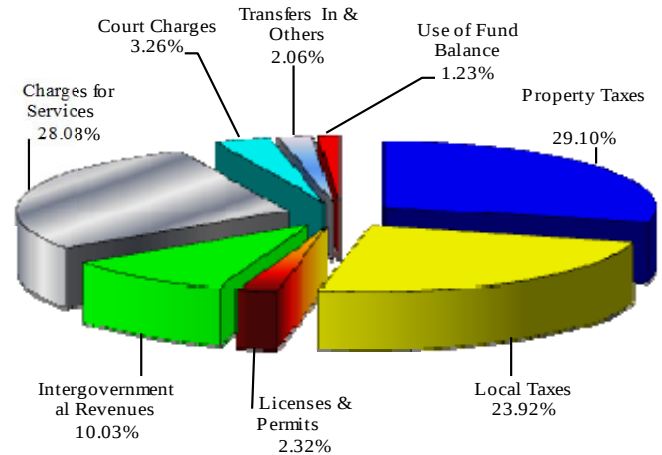
Total Expenditures, FY 2015 Budget: \$67,246,180



BUDGET HIGHLIGHTS

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

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



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

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,916,138	\$ 1,257,998
Public Safety	23,631,223	5,662,373
Public Works	5,316,808	1,263,625
Parks and Recreation	5,416,283	1,280,089
Performing Arts	601,966	139,651
Transfers & Other Gen. Fund Items	3,628,392	1,600,000
Subtotal	\$ 45,510,810	\$ 11,203,736
General Fund Revenues		
Property Taxes	\$ 19,525,000	\$ 73,230
Local Taxes	12,981,750	1,052,403
Building and Development Fees	1,554,100	391,710
Intergovernmental	5,217,750	349,236
Charges for Services	3,882,184	839,139
Court Charges	1,950,000	353,341
Other Revenue	400,026	69,124
Subtotal	\$ 45,510,810	\$ 3,128,182
Special Rev. Funds -Expenditures	\$ 9,108,110	\$ 1,500,231
Special Rev. Funds -Revenues	\$ 9,108,110	\$ 1,734,556
Utility Expenses	\$ 8,550,300	\$ 2,210,219
Utility Revenues	\$ 8,550,300	\$ 2,516,611
Debt Service Expenditures	\$ 4,076,960	\$ 2,662,063
Debt Service Revenues	\$ 4,076,960	\$ 241,943
Total Expenditures	\$ 67,246,180	\$ 17,576,249
Total Revenues	\$ 67,246,180	\$ 7,621,291

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

Attachment: Sep14FinRpt (1379 : Treasurer's Report for September 2014)



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



	FY 2014 Unaudited Actual	FY 2015 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2014	Year-to-Date Actual FY 2015	Increase/ Decrease in \$	Percent of FY 2014 Actual	Percent of FY 2015 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,565,404	\$ 6,916,138	\$ 350,734	\$ 1,276,835	\$ 1,257,998	\$ (18,837)	19.45%	18.19%	-1.26%
Public Safety	23,175,343	23,631,223	455,880	5,716,502	5,662,373	(54,130)	24.67%	23.96%	-0.70%
Public Works	5,055,777	5,316,808	261,031	1,234,658	1,263,625	28,967	24.42%	23.77%	-0.65%
Parks and Recreation	4,986,291	5,422,843	436,552	1,260,240	1,280,089	19,849	25.27%	23.61%	-1.67%
Performing Arts	622,299	595,406	(26,893)	140,819	139,651	(1,168)	22.63%	23.45%	0.83%
Transfers & Other Gen. Fund Items	4,194,840	3,628,392	(566,448)	0	1,600,000	1,600,000	0.00%	44.10%	44.10%
Total General Fund Expenditures	\$ 44,599,954	\$ 45,510,810	\$ 910,856	\$ 9,629,054	\$ 11,203,736	\$ 1,574,682	21.59%	24.62%	3.03%
General Fund Revenues									
Property Taxes	\$ 19,464,995	\$ 19,525,000	\$ 60,005	\$ 66,801	\$ 73,230	\$ 6,429	0.34%	0.38%	0.03%
Local Taxes	12,419,035	12,981,750	562,715	1,116,317	1,052,403	(63,914)	8.99%	8.11%	-0.88%
Building and Development Fees	1,575,298	1,554,100	(21,198)	341,292	391,710	50,418	21.67%	25.20%	3.54%
Intergovernmental	4,929,659	5,217,750	288,091	306,041	349,236	43,195	6.21%	6.69%	0.49%
Charges for Services	3,628,857	3,882,184	253,327	825,823	839,139	13,316	22.76%	21.62%	-1.14%
Court Charges	1,726,486	1,950,000	223,514	370,647	353,341	(17,307)	21.47%	18.12%	-3.35%
Other Revenue	364,176	400,026	35,850	78,514	69,124	(9,391)	21.56%	17.28%	-4.28%
Total General Fund Revenues	\$ 44,108,506	\$ 45,510,810	\$ 1,402,304	\$ 3,105,436	\$ 3,128,182	\$ 22,746	7.04%	6.87%	-0.17%
Special Revenue Funds									
Street Aid Fund	\$ 1,841,831	\$ 1,795,000	\$ (46,831)	\$ 233,197	\$ 154,952	\$ (78,245)	12.66%	8.63%	-4.03%
Solid Waste Fund	5,423,103	5,948,729	525,626	989,387	1,096,548	107,161	18.24%	18.43%	0.19%
General Improvement Fund	609,039	640,000	30,961	131,601	204,325	72,724	21.61%	31.93%	10.32%
Drug Enforcement Fund	215,214	418,300	203,086	37,015	29,418	(7,597)	17.20%	7.03%	-10.17%
DEA Enforcement Fund	24,194	151,900	127,706	722	66,506	65,784	2.98%	43.78%	40.80%
Drainage Control Fund	100,468	119,181	18,713	24,172	19,289	(4,883)	24.06%	16.18%	-7.88%
Park Improvement Fund	4,434	35,000	30,566	0	0	0	0.00%	0.00%	0.00%
Grant Funds	803,720	0	(803,720)	98,165	(70,807)	(168,972)	12.21%	0.00%	-12.21%
Special Revenue Funds - Expenditures	\$ 9,022,003	\$ 9,108,110	\$ 86,107	\$ 1,514,260	\$ 1,500,231	\$ (14,029)	16.78%	16.47%	-0.31%
Special Revenue Funds - Revenues	\$ 9,880,024	\$ 9,108,110	\$ (771,914)	\$ 2,063,376	\$ 1,734,556	\$ (328,819)	20.88%	19.04%	-1.84%
Utility Fund									
Total Utility Operations	\$ 5,475,801	\$ 6,773,156	\$ 1,297,355	\$ 1,086,484	\$ 1,132,682	\$ 46,198	19.84%	16.72%	-3.12%
Total Utility Debt Expenses	1,585,829	1,616,206	30,377	963,518	1,077,537	114,019	60.76%	66.67%	5.91%
Contribution to Fund Balance	0	160,938	160,938	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,061,630	\$ 8,550,300	\$ 1,488,670	\$ 2,050,002	\$ 2,210,219	\$ 160,218	29.03%	25.85%	-3.18%
Total Utility Revenues	\$ 8,475,689	\$ 8,550,300	\$ 74,611	\$ 2,457,192	\$ 2,516,611	\$ 59,419	28.99%	29.43%	0.44%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,186,547	\$ 4,076,960	\$ (109,587)	\$ 2,507,981	\$ 2,662,063	\$ 154,083	59.91%	65.30%	5.39%
Total Debt Service Revenues	\$ 3,953,958	\$ 4,076,960	\$ 123,002	\$ 236,954	\$ 241,943	\$ 4,989	5.99%	5.93%	-0.06%
Total Expenditures	\$ 64,870,134	\$ 67,246,180	\$ 2,376,046	\$ 15,701,296	\$ 17,576,249	\$ 1,874,954	24.20%	26.14%	1.93%
Total Revenues	\$ 66,418,177	\$ 67,246,180	\$ 828,003	\$ 7,862,957	\$ 7,621,291	\$ (241,666)	11.84%	11.33%	-0.51%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/28/14 07:00 PM
Department: Administration
Category: Contract
Prepared By: Stefanie McGee
Department Head: Mark Brown

Consulting contract with Retail Strategies.



**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the Bartlett, Tennessee (hereinafter referred to as “Client”) on this the ____ day of October, 2014, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”) for the Bartlett, TN, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

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

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as **October _____, 2014 to October _____, 2017.**

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$46,000** for the first year. Full payment is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies, LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two and three shall be **\$24,000** per year payable in the same manner as set forth above. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$24,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. **LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Lacy Beasley, Laura Hudson, Chuck Branch, and Robert Jolly, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. **MATERIALS/CONFIDENTIALITY**

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. **INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INDEMNIFICATION

Consultant shall defend, indemnify and hold the Client, its officers, agents and employees free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of Consultant or its respective owners, officers and employees in the performance of this agreement. Client shall defend, indemnify and hold the Consultant, its officers, agents and employees harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct

of the Client or its respective agents, officers and employees in the performance of this agreement.

12. **INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

13. **TERMINATION**

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

14. **CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

15. **NOTICES/PARTIES REPRESENTATIVES**

The representative of the Client for this agreement shall be Mark Brown, Chief Administrative Officer, City of Bartlett, TN.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: _____

Mark Brown, Chief Administrative Officer
 City of Bartlett, TN
 6400 Stage Road
 Bartlett, TN 38134

Consultant: Retail Strategies, LLC
 120 18th Street South
 Suite 201
 Birmingham, AL 35233
 Attention: Chuck Branch

16. **REPRESENTATIVE CAPACITY**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

17. **MISCELLANEOUS**

Capacity: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not

contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms,

the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

CLIENT:

Bartlett, TN

By _____

Title _____

Date _____

CONSULTANT:
RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

METHODOLOGY AND APPROACH:

SUMMARY OF RETAIL ANALYSIS AND SERVICES:

- Custom Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Bartlett, TN
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Retail GAP Analysis

- Retail Peer Analysis to Include National, Flagship, Hotel and Motel Chains
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Consumer Attitudes and Behaviors
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Introduction to Hospitality Developers as appropriate
- Updates on Retail Industry Trends

RETAIL STRATEGIES RESEARCH:

Our research solutions are not a “one size fits all” or pre-formatted by an industry standard radius or drive-time area. Each town, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

Retail Strategies primary data resources include:

CENSUS, AGS AND ESRI DEMOGRAPHICS

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment.

BUSINESS LOCATION DATA

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

CONSUMER EXPENDITURES

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

TAPESTRY

Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

FINAL DELIVERABLE AND STRATEGIC RETAIL RECRUITMENT PLAN:

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account through our BASECAMP platform available to the appropriate contacts in Bartlett to access all research, analysis and the strategic plan.

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Strategies, LLC and its partners will work with the city to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update- an ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

EXHIBIT B

ADDITIONAL CONSULTING SERVICES

Retail development in today's market, while improving from the downturn which occurred in the 2008-2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics didn't seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or re-development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to "bridge the gap" and deal with funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the IDB or municipality develops municipal-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

INCENTIVES CONSULTING FEES (ADD-ON OPTION)

TO BE DETERMINED BY PROJECT



Development Services Department

Administration • Codes • Planning
Community Development • GIS • MTPO

Angie Carrier
Development Services Director
City of Johnson City

Mark Brown
City of Bartlett

Re: Recommendation for Lacy Beasley

Dear Mark Brown:

I am pleased to write a letter of recommendation for Lacy Beasley. I highly recommend Lacy to work with the City of Bartlett as a retail consultant.

I have known Lacy for 8 years. I became acquainted with her when I was the City Administrator and began working on retail recruitment for the City of White House. During that time, I found her to be professional, persistent and dedicated. Over the time that I have known her, I have witnessed tremendous growth in Lacy and am certain that the skills and abilities she has developed will allow her to excel at any endeavor. I have continued my working relationship with her at the City of Johnson City. She assisted me in development of marketing materials to prepare for the International Council of Shopping Centers Conference in Las Vegas.

Lacy Beasley is very knowledgeable about development and retail recruitment. Her contacts are endless. She works hard and can be a great advocate for your community. I have the utmost respect for her skills and abilities to get the right contacts in front of you to make the deals happen. Lacy understands what you need as a municipality. This is one of her greatest assets. She can help bridge the communication gap between the city and the retail representative.

In short, I recommend Lacy enthusiastically and without reservation. I believe she would be a valuable asset to your organization. If you have any further questions with regard to my experiences in working with her, please do not hesitate to contact me.

Sincerely,

Angie Carrier
Development Services Director
acarrier@johnsoncitytn.org

*"The Johnson City Development Services Department is committed to
a comprehensive approach to guide and shape quality development in our region."*



Only RETAIL
everything RETAIL™

5101 Wheelis, Suite 106
Memphis, TN 38117

P 901.869.2720
F 901.869.2725

October 20, 2014

Mayor Keith McDonald
Mark Brown
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

RE: Lacy Beasley and Retail Strategies

Dear Mayor McDonald and Mr. Brown:

I have been associated with Lacy Beasley for almost 10 years. Much of that time was when she started and championed our municipality consulting division at The Shopping Center Group.

She took a municipal market that was underserved and set the standards going forward for the entire retail industry in terms of how cities and towns could work with the retail brokers and developers on retail recruitment in a collaborative capacity. I have worked with her in several communities and believe she is the utmost professional in her field.

I would highly recommend her and the company she now works for to assist with the City of Bartlett in its retail recruitment efforts. As a partner at the Memphis area office of The Shopping Center Group where we typically handle 50% or more of the broker aided retail transaction in the area we look forward to having the right information readily available to share with our tenant and developer clients.

If you have any questions or need additional information please feel free to contact me at (901) 461-7070 or via email at shawn.massey@tscg.com.

Regards,

Shawn

Shawn Massey, CCIM, CRX, CLS
Partner

Attachment: Retail Strategy References (1381 : Consulting contract with Retail Strategies)

Mark Brown

From: Parker Hardy <hardy@orcc.org>
Sent: Thursday, October 23, 2014 12:23 PM
To: Mark Brown
Subject: RE: Retail Strategies

Dear Mark:

I hope an e-mail reference will be sufficient because I am tied up the rest of today with a special event and then out of the office for the next several days.

Our experience with Retail Strategies has been very beneficial. They have arranged appointments for us at three ICSC events, including RECon at Las Vegas, and were more successful in doing so than we have ever been on our own. Their market analysis has been very thorough and beneficial to us, as has been the inventory of available sites/buildings. They have made multiple trips to our market and will shortly be meeting with individual property owners to explain the best retail use for their properties, realistic expectations, etc. The strategic plan they have developed for us has been well received by my Board and by our leadership.

I highly recommend them, and I would engage them again if I had to start over.

If I can provide additional information, please call me.

Parker Hardy, CCE
 President/CEO
 Oak Ridge Chamber of Commerce
 1400 Oak Ridge Turnpike
 Oak Ridge, TN 37830
 T- (865) 483-1321
 F - (865) 475-4700
hardy@orcc.org
www.oakridgechamber.org



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Attachment: Retail Strategy References (1381 : Consulting contract with Retail Strategies)

Mark Brown

From: Thom Robinson <trobinson@tullahomatan.gov>
Sent: Tuesday, October 21, 2014 8:50 AM
To: Mark Brown
Cc: Thom Robinson
Subject: RE: Retail Strategies

To:
 Mr. Mark Brown
 Chief Administrative Officer
 City of Bartlett, TN

RE: **Retail Strategies**

Dear Mark Brown:

Thanks for the inquiry. We currently contract with this company, and will soon complete the first year of a “revised,” “new” 3-year contract. I have been employed in my current position since August, 2013. Before that, I was in a similar development role with a small city in East Tennessee. In both of these communities, we have been involved in proactive Retail Recruitment activity. In my prior community, we used a different consulting firm, but I knew about Ms. Lacy Beasley, and her former firm, through my association with the *International Council of Shopping Centers (ICSC)* and, in particular, attendance at their annual **Tennessee-Kentucky Idea Exchange** meetings that alternated between Nashville and Louisville. *(I don't have anything bad to say about my prior firm. This other firm was good, and produced good quality demographic materials and reports, but were more expensive and did not provide as many “other” services as Retail Strategies.)*

When I relocated to Tullahoma, the City (through my organization) was already contracting with Ms. Lacy Beasley, and her former firm, the *Shopping Center Group*, based in Atlanta, GA. Unfortunately, the SC Group decided in the fall of 2013 to withdraw from the city-consulting and support activity that Ms. Beasley was directing. But, in fact, her new company, **Retail Strategies**, already had a division of their operations that produced similar work. Long story short - - - Ms. Beasley moved over to **Retail Strategies** with everyone's Blessings, and we transferred the balance of our contract from the *Shopping Center Group* TO **Retail Strategies, Inc.** Same elements and costs, except the new firm offered some additional, advances services that we “upped” our contract to cover, and the transfer was very smooth, AND, we are very, very happy!

I can't really give you a long history, but I can say that my first year of working directly with Ms. Beasley and her staff has been very fulfilling. She, personally, is a very dedicated and competent professional. She is backed by a very talented and productive supporting cast. They have not only produced compelling demographic reports for our retail program, but have updated all information on a consistent basis - - - always giving us the most recent figures. Their reputation with the various corporate retail professionals and the developers gives us “Instant” credibility. When *Retail Strategies* tells a prospect company that the “*really ought to take a strong look*” at our City, they do it. They have also worked with us to design some very compelling visuals, such as brochures, and Specialty Reports for inquiring prospects, tailored to their particular business.

And, to help with accountability, they set up a “BaseCamp” account which allows them to post any activities on a daily basis, letting us know what they are doing, and integrating our local activities with initiatives that they might be working on. The Mayor and City Administrator, along with me and our local Chamber Executive, can check progress day-to-day. We can also post, and send them ideas for “prospects” for THEM to pursue.

Having *Retail Strategies, Inc.* as part of our Team is better than having a qualified, staff member totally dedicated to Retail Recruitment and Development. I believe this is an excellent strategy for us, and I highly recommend this firm for your consideration.

Thom

*C. Thomas Robinson, CEcD
Executive Director
Tullahoma Area Economic Development Corporation
321 North Collins Street
P.O. Box 807
Tullahoma, TN 37388
(931) 455-2282
Email: trobinson@tullahomatn.gov*