



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 22, 2024 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Mark Johnson, Fountain of Truth

FUTURE MEETINGS

Bartlett Library Advisory Board, October 24 at 6 p.m.

Bartlett YMCA Advisory Board, October 28 at 6 p.m.

Family Assistance Commission, November 4 at 6 p.m.

Planning Commission, November 4 at 6:30 p.m.

Bartlett Station Commission, November 6 at 6:30 a.m.

City Beautiful Commission, November 7 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 8, 2024 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

- I. Resolution 34-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, within the "R-TH" Townhouse Residential and "RS-10" Single Family Residential Zoning Districts.

UNFINISHED BUSINESS

- I Resolution 34-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts. (Kim Taylor, Director of Planning and Economic Development)**

CONSENT AGENDA

- I Ellendale United Methodist Craft Fair and Trunk or Treat. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, October 26th from 9:00 a.m. to 2:00 p.m. and 4:00 p.m. to 6:00 p.m. at Ellendale United Methodist Church located at 7215 Centralia Road.

- 2 Special event permit for Ellendale Baptist Church Fall Festival. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, October 26th from 5:00 p.m. to 7:00 p.m. at Ellendale Baptist Church located at 3861 Broadway Road.

- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

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

- 4 Bid for new weirs and scum baffle for Wastewater Treatment Plant #1. (John Horne, Director of Engineering)**

Recommend accepting the lower bid from Enduro Composites at a total cost of \$32,000.00. (\$30,000.00 materials and freight not to exceed \$2,000.00). Funds are available in Account 510.51400.945.

- 5 Treasurer's Report for September 2024. (Dick Phebus, Director of Finance)**

NEW BUSINESS

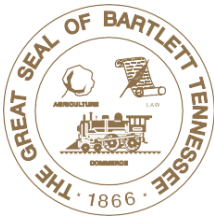
- I Set a public hearing for November 26, 2024 for Resolution 36-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the “RS-12” Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

- 2 First Reading of Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road. (Kim Taylor, Director of Planning and Economic Development) The public hearing to be set for November 26, 2024.**

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 8, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Monique L. Williams: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Vice Mayor, Jack Young

FUTURE MEETINGS

Bartlett Arts Council, October 16 at 6 p.m.

BPACC Advisory Board, October 16 at 6 p.m.

Board of Zoning Appeals, October 17 at 6:30 p.m.

Historic Preservation Commission, October 21 at 6:30 p.m.

RECOGNITIONS

Mayor Parsons recognized Reagan Gilmer with Troop 27 for his Eagle Scout accomplishment.

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

Minutes Acceptance: Minutes of Oct 8, 2024 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the September 24, 2024 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Monique L. Williams, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

I Special Event Permit for Memphis Classic Chevy Club Fall Car Show. (Trey Arthur, Director of Code Enforcement)

The event will be held on Saturday, October 19th from 7:00 a.m. to 4:00 p.m. at W.J. Freeman Park.

2 Purchase two 2025 Chevrolet Trailblazer LS police vehicles. (Jeff Cox, Police Chief)

Recommend purchasing two 2025 Chevrolet Trailblazer LS police vehicles using the State of Tennessee Vehicle Contract SWC #209 from Wilson County Motors for \$22,280.40 per vehicle for a total cost of \$44,560.80.

Funds are available in Account 110.42100.935.

NEW BUSINESS**I Resolution 35-24, a resolution to amend the Fiscal Year 2025 Bartlett City General Purpose School Fund and Education Capital Project Fund. (Dick Phebus, Director of Finance)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

Minutes Acceptance: Minutes of Oct 8, 2024 6:00 PM (MINUTES ACCEPTANCE)

OPEN DISCUSSION

Mayor Parsons commended City employees on a successful Bartlett Festival. Fire Chief Tommy Gately announced the Bartlett Firefighters' 42nd Annual Pancake Breakfast scheduled for Saturday, October 19 from 7 a.m. to 11 a.m. at The Venue at Bartlett Station. Tickets are sale for \$6.00 for adults and \$4.00 for children. Proceeds from the breakfast will be evenly distributed among several local charities.

Stephen Carrigan of 7008 8th Road spoke to the Board about reducing or eliminating fluoridation additives in Bartlett's water supply.

Marva Malone, 6819 Old Brownsville Road, spoke on behalf of her neighbor Doris Willis regarding the three way stop at Old Brownville and Billy Maher. Ms. Willis is having difficulty exiting her driveway at this location.

Charlotte Potter, 3020 Barrycrest, addressed the Board regarding the feral cat situation in her neighborhood.

Kelly Gilmer, 4285 Lark Valley Lane, #301, Boy Scout Troop 27 leader, proposed to the City that Eagle Scout projects might take on some needed tasks, and expressed a desire for the Boy Scouts to collaborate on these efforts.

ADJOURNMENT

Meeting adjourned at 6:24 PM

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Minutes Acceptance: Minutes of Oct 8, 2024 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3664)

Meeting: 10/22/24 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Penny Medlock
Initiator: Kim Taylor
Sponsors:
DOC ID: 3664

Resolution 34-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road on the 3rd day of September, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 22nd day of October, 2024, and approved the Special Use Permit to allow a Planned Unit Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, subject to the following conditions:

Engineering Comments:

1. Phase I has a 20' landscaping easement on Brunswick Road where this plan calls for a 15' landscaping easement along Brunswick Road.
2. Ladurl Drive and Brunswick Road landscaping and irrigation is required.
3. Interior roads, curb & gutter and sidewalks to be private and maintained by HOA.

Engineering Conditions:

General:

1. A Subdivision contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to

dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Since this project is located in the Fletcher Creek Sewer Basin approval for additional connections is dependent on developer receiving written approval from the City of Memphis for new sewer connection.
6. Since this project is located in the Fletcher Creek Sewer Basin the sewer plan of the private underground sewer storage tank and pump station, will require final approval by City of Memphis.
7. Finished floor elevations shall be set for properties as done in Phase 2 Area B.

Planning Comments:

1. The subject property was permitted an assisted living use on the Outline Plan approved in Shelby County. However, the developer never submitted further development plans for the subject property, so the vested right for assisted living use is null and void per the Planned Development requirements within the Bartlett Zoning Ordinance.
2. The subject property must either be developed in compliance with the underlying "RS-10" single family residential zoning district, or the subject property could be incorporated into an existing planned development since the subject property is less than five (5) acres in size and not able to apply for a Special Use Permit on its own.
3. The subject property will be incorporated into the existing HOA for Area B with the same covenants, restrictions, and HOA maintenance responsibilities.

Planning Conditions:

1. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Construction Plan and Final Plan to the Planning Commission, and a Site Plan application for approval by the Design Review Commission for the landscaping and common amenities to be maintained by the HOA.
2. The applicant shall identify the location for the Post Office required cluster box to the final plat.
3. The applicant must attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
4. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
5. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, incorporating the above listed conditions, is approved.

ADOPTED THIS 22nd DAY OF OCTOBER, 2024.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

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

Bartlett Planning Commission
**Application for
Planned Development Approval**

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

Requested Uses R-TH attached units, see attached Plan
Property Address West side of Brunswick Rd and south side of Ladurl Dr ; Bartlett, TN
Present Zoning Area B = R-TH ; Area C = RS-10
Owner/Developer Contact Tim Bylow Phone 919-716-4086
Company Name First Citizens Bank Fax 919-716-4212
Address 4300 Six Forks Rd -FCC52; Raleigh, NC 27609 email Tim.Bylow@firstcitizens.com
Architect Contact Ricky Parker Phone 901-755-8840
Company Name Sullivan Home Plans Fax 901-755-6698
Address 251 Germantown Bend Cove ; Cordova TN 38018 email rparker@sullivanhomeplans.com
Engineer Contact Danny B. Tabrizi Phone 901-650-0597
Company Name EDS, INC. Fax 901-759-9625
Address 882 Willow Tree Circle, Ste.201 ; Cordova, TN 38018 email dbtabrizi@aol.com

Submitted by Danny B Tabrizi
(printed name) (signature) (date)
Email Address dbtabrizi@aol.com Phone 901-650-0597 Fax 901-759-4892

- ☒ Attach a checked-off "**Planned Development Checklist**" and all items required therein.
- ☒ Acknowledge (by initials in the blank to the left) that the "**Application Instructions: Planning Commission**" were obtained and read prior to submitting this application.
- NA Provide 18-folded ($\pm 10'' \times 13''$) sets of plans with a copy of the signed application attached to each set.
- ☒ Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
- ☒ Include a fee with this application (payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$30 per additional acre to a maximum of \$2,000. The fee is not refundable. Amendment fee is \$300 plus \$30 per additional acre over five to a maximum of \$2,000.

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

Tim Bylow
(print name) Timothy J. Bylow
(signature) 7/9/2024
(date)

7/1/2023

**Bartlett Planning and
Economic Development Department**
6382 Stage Road, P.O. Box 341148
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Planned Development Checklist

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

- ✓ Plot plan, drawn at a scale no smaller than 1" = 100', showing the following information for each parcel (several parcels may be included on one sheet):
 - ✓ Name and location of planned development, name of owner and designer, date, north point, and scale.
 - ✓ Location of existing and platted property lines, streets, buildings, water courses, railroads, sewers, bridges, culverts, drain pipes, water mains, easements, and the present zoning classification of the site and adjoining land.
 - ✓ Proposed street names and the location and dimensions of proposed streets, drives, alleys, easements, parking areas, parks and other open space, reservations, lot lines, and building setback lines.
 - ✓ A drainage plan showing the existing and proposed drainage with contour intervals at not less than two feet. Also, provide flood hazard details when applicable.
 - ✓ All dimensions and acreage to the nearest tenth, building locations, number of dwelling units, landscape plans, and other information as may be required by the Planning Commission.
 - ✓ Requested uses, including purpose (attach statement, one page maximum).

✓ Buffer planting areas.

- ✓ A tree survey by a certified arborist is required if there are trees larger than 6" in diameter on the site.
- ✓ A tree protection plan that is signed by a surveyor and arborist showing trees to be removed and saved is required.
- ✓ Erosion control plan.
- ✓ Location of sewer and water services and water meter sizes.
- ✓ Legal description (may be attached to plot plan).
- ✓ One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

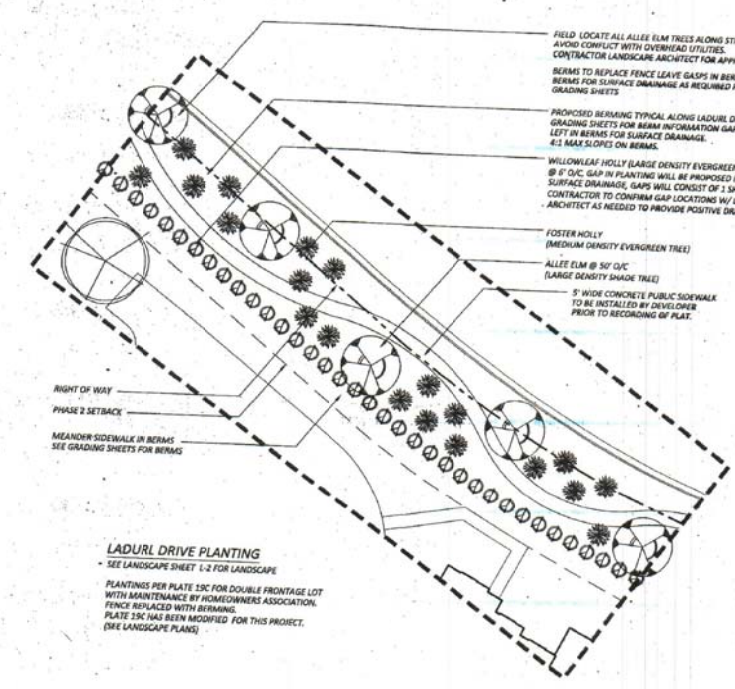
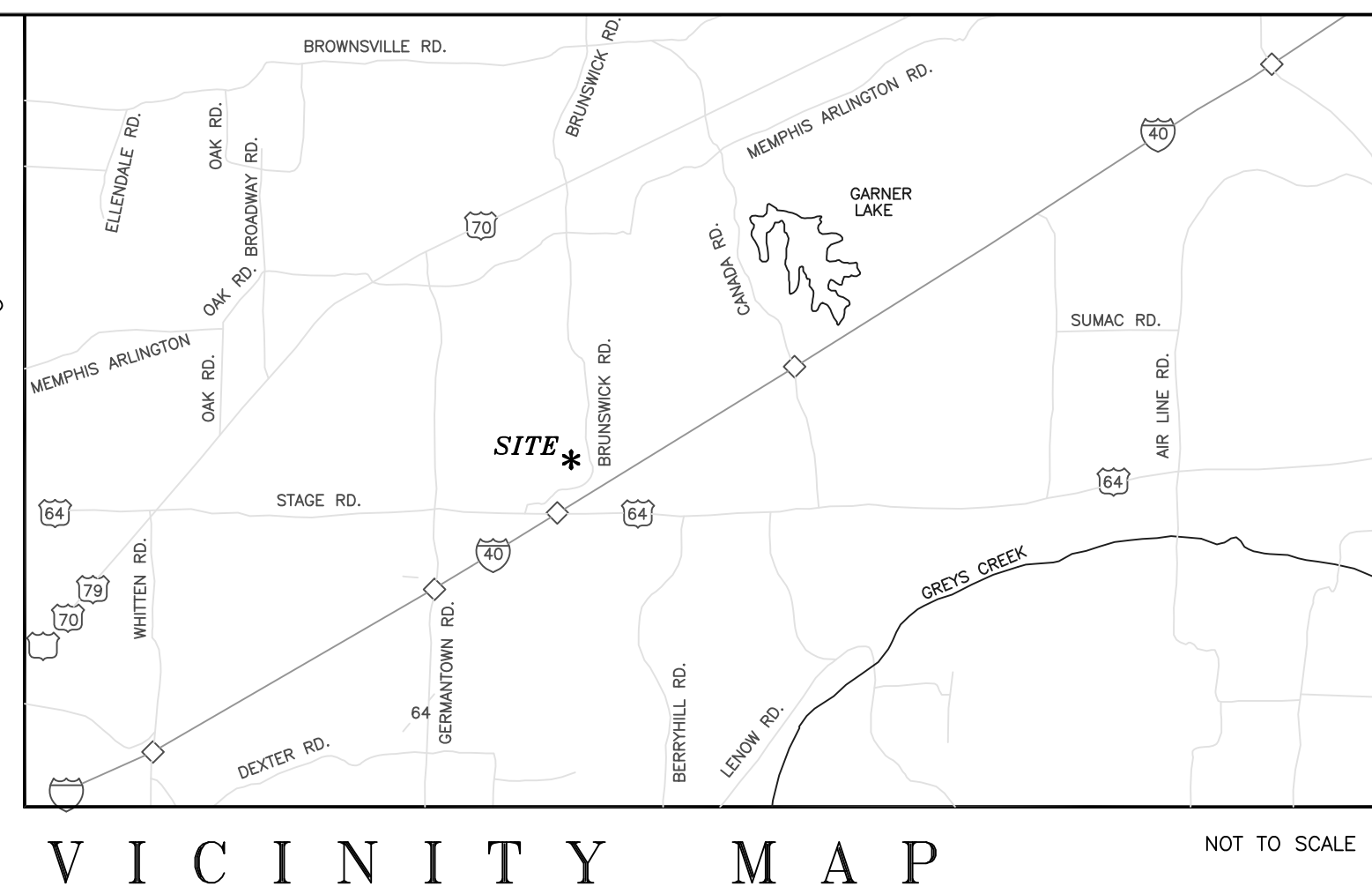
Vicinity Map

- ✓ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.
- ✓ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

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

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED



Brunswick Road Planting

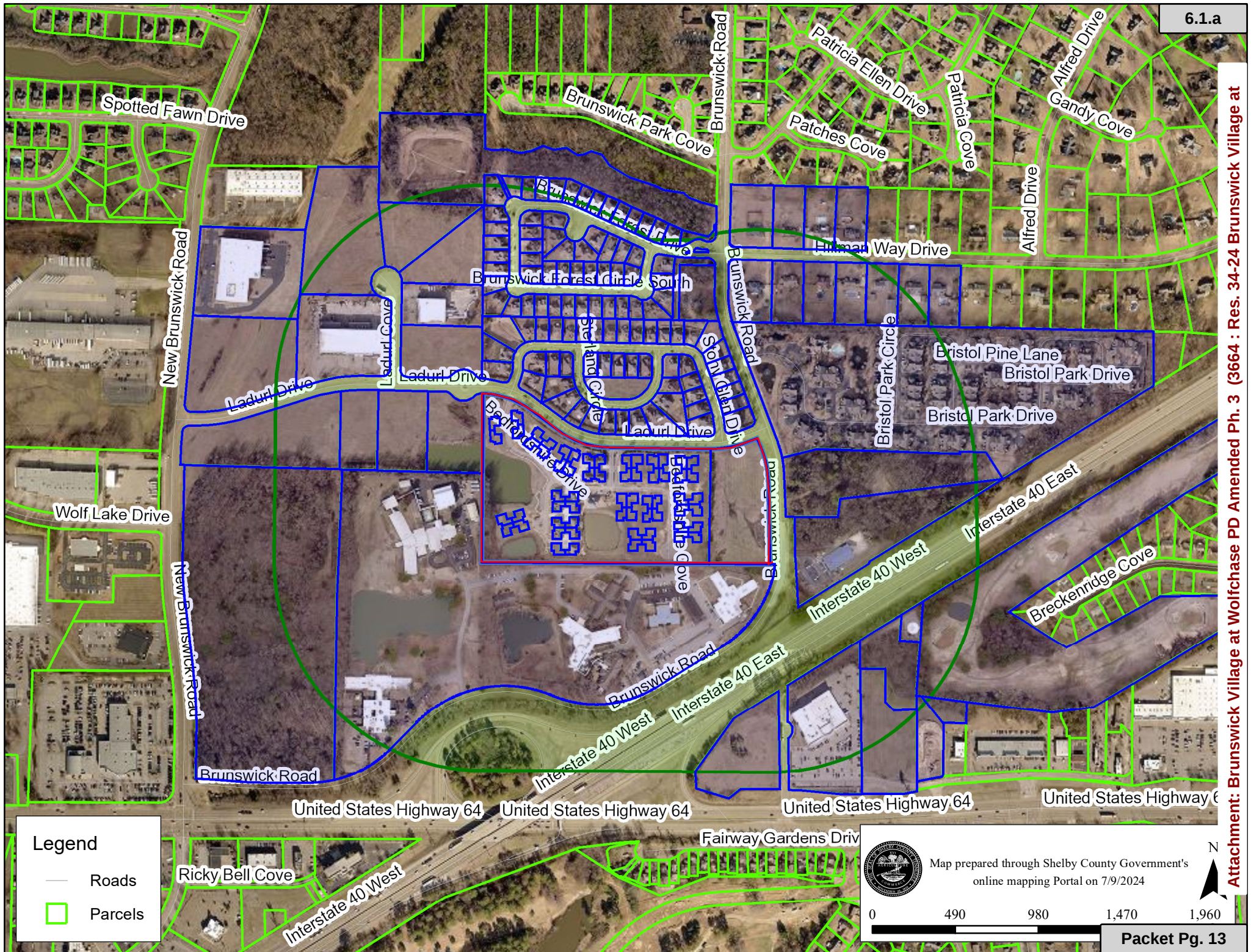
JULY, 2024
Case NO: PD 05-319CC
OUTLINE PLAN AMENDED
BRUNSWICK VILLAGE at WOLFCHASE P.D.
PHASE 3 AREA B&C- REV.3
Bartlett, TN

Parcel ID'S B0158 00571 & B0158 00943 & B0158 00944
Area B : 18.56 Acres
Area C: 4.02 Acres
Total Area: 22.58 Acres
Area B No of Units: 62
Area C No of Units: 16
Total No of Units: 78
Density: 3.4 Unit/AC
Zoned: R-TH (TOWNHOUSE) & RS-10
Area B Area C

APPLICANT BUILDER
REGENCY HOME BUILDERS
3420 S HOUSTON LEVEE RD
GERMANTOWN, TN 38139
DEVELOPER
ROCKWOOD LLC
5345 WILDBROOK CV
MEMPHIS, TN 38120

1. Maximum number of units - 16
2. Building setbacks shall be as follows:
 - a. Internal Street - minimum of 15 feet.
 - b. Ladurl Dr - 30 feet .
 - c. Brunswick Rd - 30 feet.
 - d. South line - 10 feet.

E.D.S., INC.
ENGINEERS, PLANNERS
882 WILLOW TREE CL, STE. 201
CORDOVA, TN 38018
TEL: 901-759-4892
FAX: 901-759-9625



Legend

- Roads
- Parcels

Map prepared through Shelby County Government's online mapping Portal on 7/9/2024

0 490 980 1,470 1,960

Packet Pg. 13

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at

B0158F C00009 - PHELPS MICHAEL

6.1.a

L0159 00108 - SHELBY COUNTY

L0159 00106C - LAKELAND GOLF CO

B0159J B00026 - SORRELL DAVID A & KAREN R

B0158K A00003 - HARVILLE TYRONE & KIMBERLY A

B0159J B00002 - GALLIMORE GEORGE W JR

B0159J B00004 - MAXCY JAMES E

L0158 00162 - STAGE SIXTY FOUR LLC

B0158K A00005 - BRADFORD JIMMY & DEBBIE A

B0158K A00004 - FRANKLIN TELISA

B0158K A00002 - FIELDS FLOYD E JR & ELIZABETH H

B0159J B00001 - ROGERS TIMOTHY A SR & LISA M

B0159J B00003 - KRULL KELLY R & MELISSA A

B0158F A00019 - LUJAN CESAR & MARIA

B0158F A00018 - HARRIS-FLEMING EVERLENA

B0158F A00030 - ZHENG JING

B0158F A00031 - VB ONE LLC

B0158F A00032 - LUO XIAOHUA & PING XIAO

B0158K C00019 - FUGIT WILLIAM J & SKYLINN JOHNSON

B0158K B00013 - STANGE RACHEL E AND KYLE BABCOCK

B0158K C00024 - STEVENS GEOFFREY A AND JAMIE L ESCUE

B0158K C00017 - HARRIS JALEN M

B0158K B00020 - CHAMBERS MACKENZIE L

B0158K B00003 - DOUGLAS SEMILLER JR

B0158K B00004 - ABANES CRISTINE F & ERIC

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at Wolfchase PD)

B0158K B00005 - MADDOX GLORIA D LIVING TRUST

6.1.a

B0158K B00006 - BELT MICHAEL & WENDY

B0158K B00007 - MADDEN RENEE M

B0158F A00013 - LOUIS ELYSEE AND CHANTAE MARTIN

B0158F A00012 - JEFFREYS JASON M & JESSICA L

B0158F A00011 - BUCKNER THOMAS R (TR)

B0158F A00010 - ROGERS ROLANDO II

B0158F A00009 - QUINN SEAN & SARAH

B0158F A00008 - NGUYEN THANH D

B0158F A00007 - SHADDOOD YOUSEF & BUSHRA SAOUD

B0158F A00006 - WHITEHEAD CARLEY D & ANDREW A DELGADO

B0158F A00005 - SIDDIQUE SHOEB & SAMEERA

B0158F A00004 - WALLER QUINTON AND BRANDYN WALLER AND

B0158K C00022 - CALHOUN JERRY J & DEBRA W

B0158F A00027 - SHORES LIVING TRUST

B0158F A00033 - PATEL CHINTANKUMAR & NIRALEE

B0158F A00015 - FINLEY COURTNEY L

B0158F C00010 - MCCLANAHAN PROPERTIES PARTNERSHIP

B0158F A00001 - REG REYNALDO Q & ROSALIE S V

B0158F A00029 - COCHRAN FRANK D JR & PAULA M

B0158F C00007C - LOT 7 PARTNERS

B0158F A00028 - NIXON NICKIE N & CYNTHIA

B0158F A00034 - VELAMALA VIDYASAGAR

B0158F A00002 - VETURI ANANTHA

B0158 00634 - THIRTY-ONE FIFTY NEW BRUNSWICK LLC

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at Wolfchase PD)

B0158F C00003C - JERKINS JOHN AND DEBBIE LIVING TRUST

B0158K B00010 - TEMPLE GARRETT D & BETH A

B0158F C00012 - MCCLANAHAN PROPERTIES PARTNERSHIP

B0158F C00014 - MCCLANAHAN PROPERTIES PARTNERSHIP

B0158 00158 - CLAY BRANDY AND AMY BALLARD

B0158F A00036 - SAYADETH SAYSANA N

B0158K C00012 - DAUER JOHN A

B0158K C00014 - AKIL FADI & DIANA

B0158F A00025 - NGUYEN TONY MINH-NHUT & HUONG T

B0158F A00020 - VB ONE LLC

B0158F A00026 - PATEL MEHULKUMAR & PALAK

B0158 00170 - MARKELL JOANNE L TRUST (1/3) AND RACHEL

B0158K B00019 - SESSUM ROLAND C AND LEE SESSUM

B0158K B00018 - JONES JEREMY K & APRIL J

B0158K B00017 - SCHEIDEGGER ADAM & KIMBERLY

B0158K B00016 - TATE JOHN & ENYONAM G

B0158 00165C - UHS OF LAKESIDE INC

B0158F A00022 - WARE GERALD JR

B0158F A00021 - KIM CHAU T B & VIET N VU

B0158K A00006 - TURNER DANIEL SR AND TASRAH STUBBS AND

B0158K B00002 - HALLEY DARRYL D & JANICE

B0159 00482 - BARTLETT ACQUISITIONS LLC (77.0115%) AND

B0158K A00001 - GUTHRIE JOSEPH B & MELISSA

B0158K C00018 - SIV JOHNNY

B0158K B00027 - BRUNSWICK FOREST HOMEOWNERS ASSOC INC

B0158K B00001 - MATHIS ERIN R

6.1.a

B0158K B00021 - BROWN BRIANA IRREVOCABLE TRUST

B0158K B00008 - ROBBINS MARY C LIVING TRUST

B0158K B00012 - ROBINSON KIMBERLY G AND BETTY I ROBINSON

B0158K B00030 - BRUNSWICK FOREST HOMEOWNERS ASSOC INC

B0158K B00029 - BRUNSWICK FOREST HOMEOWNERS ASSOC INC

B0158K C00013 - MACK EVERETT JR

B0158K C00023 - JIBRIN SAFAA M

B0158K C00015 - BIGGERS JOSEPH & SARAH

B0158K C00016 - JOHNSON CATHERINE L & MARCUS D

B0158K C00021 - HALEY SUE H

B0158K C00020 - GILVIN MARSHALL J & SUSAN P

B0158K B00015 - BISHOP ANNA E

B0159 00463 - SCIOTO PROPERTIES SP 17 LLC

B0158 00160 - SCIOTO PROPERTIES SP 17 LLC

B0158K B00022 - PARKER STEVEN H & NANCY

B0158K B00023 - FORD RANDOL & MELISSA

B0158K B00011 - REAVES JASON A

B0158F A00035 - SAN PEDRO ELEANOR L & ERICK J G

B0158K C00005 - MURPHY ASHLEY L

B0158K C00006 - LI XIAOYU

B0158K C00007 - PAN STEVE S

B0158K C00008 - WANG RUOXU

B0158K C00009 - LIAO YU T AND ON H HOM AND

B0158K C00010 - LIN FENG X AND WEI G LIAO (RS)

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at Wolfchase PD)

B0158K C00011 - WEI YI & LIHONG XU

B0158K C00029 - DDCS LIVING TRUST

B0158K C00028 - ADAMS COREY J AND CHRISTINE M ADAMS

B0158K C00027 - SPICER LARRY A

B0158K C00026 - LIN ANNA AND DOUGLAS IM (RS)

B0158K C00025 - CRUZ MICHAEL T

B0158F C00013 - TWO BY TWO PROPERTIES LLC SERIES 6

B0158F A00024 - WALPOLE ROBERT H & KIM B

B0158F C00006 - MCCLANAHAN PROPERTIES PARTNERSHIP

B0158F C00015 - MCCLANAHAN PROPERTIES PARTNERSHIP

B0158F C00002 - MCCLANAHAN PROPERTIES PARTNERSHIP

B0158K B00026 - BARTLETT CITY OF

B0158K B00009 - HODGKINS KATHLEEN A

B0158F A00003 - BARBEE MELVIN A SR

B0158F A00049 - BRUNSWICK VILLAGE PHASE 1 HOMEOWNERS

B0158K B00014 - AYALEW GASHAYE

B0158K C00003 - PARNELL LUKE E & CHRISTEN N

B0158K C00004 - BARRETT TRINA

B0158F A00014 - LARA-VILLARREAL DAN G AND JESUS FUENTES

B0158F A00016 - HALL RICHARD A & LAMEDA E

B0158K C00002 - SABIJON REYNALDO JR & EUNICE

B0158K C00001 - DO TAM T

B0158K C00030 - HAILE TSEGAYE G & BEKELCH A BEYECHA

B0158K B00025 - HOBBS MELVIN & CHELAYNN

B0158K B00024 - WALKER ROBERT L III & ANGELA M E

B0158F A00017 - BARROW OLLIE

6.1.a

B0158K B00028 - BRUNSWICK FOREST HOMEOWNERS ASSOC INC

B0158F C00011 - MCCLANAHAN PROPERTIES PARTNERSHIP

L0159 00579 - LAKELAND 64 LLC

L0159 00612 - GX17 LAKELAND 64 LLC

B0158 00944 - FIRST SOUTH BANK

B0158F A00040 - NGUYEN XUAN T T

B0158F A00046 - NASH WAYNE C JR

B0158F A00039 - WOLFE CRAIG

B0158F A00047 - SMITH DEBORAH A & STEPHEN F

B0158F A00048 - BRUNSWICK VILLAGE PHASE 1 HOMEOWNERS

B0158F A00038 - MOSS SHELIA D & ARGENTRY

B0158F A00037 - WALKER REBECCA L

B0158F B00054 - JONES JAMES K & DEBORAH N

B0158F A00023 - DURRELL RYAN & CHERYL

B0158F A00043 - BROOKS PAMELA J

B0158F A00042 - REDDING FAMILY REVOCABLE TRUST

B0158F A00044 - GUEST TWARLA

B0158F A00041 - BISSA JAIME L

B0158F A00045 - BOYD HAROLD W JR

L0159 00597 - HIGHWAY 64 CENTER LLC

L0159 00529 - JACKLAND HOLDINGS LLC

B0158F B00057 - REGENCY HOMEBUILDERS LLC

B0158F B00053 - UNDERWOOD WILLIAM I & BARBARA N

B0158F B00058 - HOFFMEISTER JAMES & MARY

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at Wolfchase PD)

B0158F B00051 - MERCED PEACH MD

6.1.a

B0158F B00052 - REGENCY HOMEBUILDERS LLC

B0158F B00056 - HUNTER PATRICIA A

B0158F B00055 - THOMPSON FAMILY REVOCABLE LIVING TRUST

B0158F B00047 - FLINN PATRICK W & KAREN

B0158F B00050 - KARCHER DEE

B0158F B00048 - COOLEY ANDREA M

B0158F B00049 - WEBB MISHELLE B AND SANDRA P PERRY (RS)

B0158F B00061 - PIMPO ANTHONY

B0158F B00060 - YAUN EDDIE L & RITA ROBERTS

B0158F B00045 - DANTZLER ALLEN

B0158F B00046 - ELLIS BRITTNY C

B0158F B00039 - REGENCY HOMEBUILDERS LLC

B0158F B00040 - REGENCY HOMEBUILDERS LLC

B0158F B00062 - DUNN MICHAEL S R & NORMA I

B0158F B00035 - REGENCY HOMEBUILDERS LLC

B0158F B00036 - REGENCY HOMEBUILDERS LLC

B0158F B00043 - REGENCY HOMEBUILDERS LLC

B0158F B00044 - REGENCY HOMEBUILDERS LLC

B0158F B00059 - MYERS SHARRON M AND ANNA M MYERS (RS)

B0158F B00031 - WATSON NANCY

B0158F B00032 - BHAKTA GAURI M & MANISHKUMAR J BHAKTA

B0158F B00038 - REGENCY HOMEBUILDERS LLC

B0158F B00037 - REGENCY HOMEBUILDERS LLC

B0158F B00042 - REGENCY HOMEBUILDERS LLC

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at Wolfchase PD)

B0158F B00041 - REGENCY HOMEBUILDERS LLC
B0158F B00034 - REGENCY HOMEBUILDERS LLC
B0158F B00033 - REGENCY HOMEBUILDERS LLC
B0158F B00030 - CAULK VAN & CHERYL T
B0158F B00029 - FRANCAVILLA BETTY D & DONALD J
B0158F B00027 - REGENCY HOMEBUILDERS LLC
B0158F B00028 - REGENCY HOMEBUILDERS LLC
B0158F B00023 - REGENCY HOMEBUILDERS LLC
B0158F B00024 - REGENCY HOMEBUILDERS LLC
B0158F B00019 - REGENCY HOMEBUILDERS LLC
B0158F B00020 - REGENCY HOMEBUILDERS LLC
B0158F B00015 - REGENCY HOMEBUILDERS LLC
B0158F B00016 - SCHIEBER DAVID & LINDA
B0158F B00026 - REGENCY HOMEBUILDERS LLC
B0158F B00025 - REGENCY HOMEBUILDERS LLC
B0158F B00011 - JONES IRENE T
B0158F B00022 - REGENCY HOMEBUILDERS LLC
B0158F B00012 - DUNN R AND I E DUNN REVOCABLE TRUST
B0158F B00021 - REGENCY HOMEBUILDERS LLC
B0158F B00018 - REGENCY HOMEBUILDERS LLC
B0158F B00017 - REGENCY HOMEBUILDERS LLC
B0158F B00014 - REGENCY HOMEBUILDERS LLC
B0158F B00013 - SHORTER ETHEL
B0158F B00010 - ALJ REVOCABLE TRUST
B0158F B00009 - TALLEUR SUZANNE M

B0158F B00007 - REGENCY HOMEBUILDERS LLC

B0158F B00006 - REGENCY HOMEBUILDERS LLC

B0158F B00008 - REGENCY HOMEBUILDERS LLC

B0158F B00002 - DAVENPORT JAMES E & VICKI L

B0158F B00005 - REGENCY HOMEBUILDERS LLC

B0158F B00004 - IRVIN ROGER O REVOCABLE LIVING TRUST AND

B0158F B00001 - REGENCY HOMEBUILDERS LLC

B0158F B00003 - DAVIS ISADOREL & MIYUKI

B0158F B00063 - REGENCY HOMEBUILDERS LLC

L0159 00611 - GX17 LAKELAND 64 LLC

PARKER STEVEN H & NANCY
8759 BRUNSWICK FOREST DR #
BARTLETT TN 38133

WEI YI & LIHONG XU
8721 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

MCCLANAHAN PROPERTIES PARTNERSH
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

FORD RANDOL & MELISSA
8765 BRUNSWICK FOREST DR #
BARTLETT TN 38133

DDCS LIVING TRUST
8754 BRUNSWICK FOREST CIR #
MEMPHIS TN 38133

BARTLETT CITY OF
6400 STAGE RD #
MEMPHIS TN 38134

REAVES JASON A
8722 BRUNSWICK FOREST DR #
BARTLETT TN 38133

ADAMS COREY J AND CHRISTINE M ADAMS
8748 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

HODGKINS KATHLEEN A
8734 BRUNSWICK FOREST DR :
BARTLETT TN 38133

SAN PEDRO ELEANOR L & ERICK J G
8725 STONY GLEN DR #
BARTLETT TN 38133

SPICER LARRY A
8742 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

BARBEE MELVIN A SR
8716 STONY GLEN DR #
BARTLETT TN 38133

MURPHY ASHLEY L
8759 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

LIN ANNA AND DOUGLAS IM (RS)
8736 BRUNSWICK FOREST CIR #
BARTLETT TN 38134

BRUNSWICK VILLAGE PHASE 1 HOMEOWNE
PO BOX 3275 #
CORDOVA TN 38088

LI XIAOYU
8753 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

CRUZ MICHAEL T
8730 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

AYALEW GASHAYE
8700 BRUNSWICK FOREST DR :
BARTLETT TN 38133

PAN STEVE S
8747 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

TWO BY TWO PROPERTIES LLC SERIES 6
9160 US HIGHWAY 64 #
ARLINGTON TN 38002

PARNELL LUKE E & CHRISTEN N
8775 BRUNSWICK FOREST CIR
BARTLETT TN 38133

WANG RUOXU
8739 BRUNSWICK FOREST DR #
BARTLETT TN 38133

WALPOLE ROBERT H & KIM B
8813 STONY GLEN DR #
MEMPHIS TN 38133

BARRETT TRINA
8765 S BRUNSWICK FOREST CIR
BARTLETT TN 38133

LIAO YU T AND ON H HOM AND
8733 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

MCCLANAHAN PROPERTIES PARTNERSHIP
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

LARA-VILLARREAL DAN G AND JESUS FUENT
981 AVON RD #
MEMPHIS TN 38122

LIN FENG X AND WEI G LIAO (RS)
8729 BRUNSWICK FOREST DR #
BARTLETT TN 38133

MCCLANAHAN PROPERTIES PARTNERSHIP
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

HALL RICHARD A & LAMEDA E
8796 STONY GLEN DR #
BARTLETT TN 38133

MERCED PEACH M D
3032 BEDFORDSHIRE DR #11
BARTLETT TN 38133

DANTZLER ALLEN
3036 WILTSHIRE CV #
BARTLETT TN 38133

WATSON NANCY
7615 MEMPHIS ARLINGTON RD
BARTLETT TN 38135

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

ELLIS BRITTNY C
3040 WILTSHIRE CV #
BARTLETT TN 38133

BHAKTA GAURI M & MANISHKUMAR J BHAK
3048 WILTSHIRE CV #
BARTLETT TN 38135

HUNTER PATRICIA A
3037 BEDFORDSHIRE CV #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

THOMPSON FAMILY REVOCABLE LIVING TRUST
3033 BEDFORDSHIRE CV #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

FLINN PATRICK W & KAREN
3028 WILTSHIRE CV #
BARTLETT TN 38133

DUNN MICHAEL S R & NORMA I
3033 WILTSHIRE CV #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

KARCHER DEE
3040 BEDFORDSHIRE CV #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

COOLEY ANDREA M
3032 WILTSHIRE CV #3
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

WEBB MISHELLE B AND SANDRA P PERRY (RS)
29 GETTYSBURG #
CABOT AR 72023

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

PIMPO ANTHONY
3029 WILTSHIRE CV #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

CAULK VAN & CHERYL T
8793 BEDFORDSHIRE DR #
BARTLETT TN 38133

YAUN EDDIE L & RITA ROBERTS
3025 WILTSHIRE CV #60
BARTLETT TN 38133

MYERS SHARRON M AND ANNA M MYERS (RS)
3037 WILTSHIRE CV #5
BARTLETT TN 38133

FRANCAVILLA BETTY D & DONALD
8735 BEDFORDSHIRE DR #29
BARTLETT TN 38133

Attachment: Brunswick Village at Wolfchase PD Amended Ph. 3 (3664 : Res. 34-24 Brunswick Village at Wolfchase PD)

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

JONES IRENE T
9100 US HIGHWAY 64 #2-245
ARLINGTON TN 38002

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

DUNN R AND I E DUNN REVOCABLE TRUST
8734 BEDFORDSHIRE DR #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

DAVENPORT JAMES E & VICKI L
8711 BEDFORDSHIRE DR #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

IRVIN ROGER O REVOCABLE LIVING TRUST A
8710 BEDFORDSHIRE DR #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

SCHIEBER DAVID & LINDA
8750 BEDFORDSHIRE DR #16
BARTLETT TN 38133

SHORTER ETHEL
8746 BEDFORDSHIRE DR #1
BARTLETT TN 38133

DAVIS ISADOREL & MIYUKI
8706 BEDFORDSHIRE DR #88
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

ALJ REVOCABLE TRUST
13300 VICTORY BLVD #122
VAN NUYS CA 91401

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

TALLEUR SUZANNE M
8730 BEDFORDSHIRE DR #
BARTLETT TN 38133

GX17 LAKELAND 64 LLC
6500 SUMMERHILL RD #2E
TEXARKANA TX 75503

PATEL MEHULKUMAR & PALAK
8805 STONY GLEN DR #
BARTLETT TN 38133

HALLEY DARRYL D & JANICE
8776 BRUNSWICK FOREST DR #
BARTLETT TN 38133

BRUNSWICK FOREST HOMEOWNERS ASSOC I
6263 POPLAR AVE #
MEMPHIS TN 38119

MARKELL JOANNE L TRUST (1/3) AND RACHEL
6580 QUAIL POINTE CIR #
MEMPHIS TN 38120

BARTLETT ACQUISITIONS LLC (77.0115%) AND
19000 W BLUMOUND RD #
BROOKFIELD WI 53045

MACK EVERETT JR
8709 BRUNSWICK FOREST CIR
BARTLETT TN 38133

SESSUM ROLAND C AND LEE SESSUM
8739 BRUNSWICK FOREST DR #
BARTLETT TN 38133

GUTHRIE JOSEPH B & MELISSA
8825 HILLMAN WAY DR #
BARTLETT TN 38133

JIBRIN SAFAA M
3154 BRUNSWICK FOREST CIR
BARTLETT TN 38133

JONES JEREMY K & APRIL J
8733 BRUNSWICK FOREST DR #
BARTLETT TN 38133

SIV JOHNNY
3169 BRUNSWICK FOREST CIR #
MEMPHIS TN 38133

BIGGERS JOSEPH & SARAH
3151 BRUNSWICK FOREST CIR
BARTLETT TN 38133

SCHEIDEGGER ADAM & KIMBERLY
8727 BRUNSWICK FOREST DR #
BARTLETT TN 38133

BRUNSWICK FOREST HOMEOWNERS ASSOC INC
6263 POPLAR AVE #440
MEMPHIS TN 38119

JOHNSON CATHERINE L & MARCUS
3157 BRUNSWICK FOREST CIR
BARTLETT TN 38133

TATE JOHN & ENYONAM G
3178 BRUNSWICK FOREST CIR #
MEMPHIS TN 38133

MATHIS ERIN R
8782 BRUNSWICK FOREST DR #
MEMPHIS TN 38133

HALEY SUE H
3166 BRUNSWICK FOREST CIR
BARTLETT TN 38133

UHS OF LAKESIDE INC
6200 UTSA BLVD #2
SAN ANTONIO TX 78249

BROWN BRIANA IRREVOCABLE TRUST
PO BOX 460069 #124
HOUSTON TX 77056

GILVIN MARSHALL J & SUSAN P
3172 BRUNSWICK FOREST CIR
BARTLETT TN 38133

WARE GERALD JR
8816 STONY GLEN DR #
BARTLETT TN 38133

ROBBINS MARY C LIVING TRUST
8740 BRUNSWICK FOREST DR #
BARTLETT TN 38133

BISHOP ANNA E
3181 BRUNSWICK FOREST CIR #
MEMPHIS TN 38133

KIM CHAU T B & VIET N VU
8812 STONY GLEN DR #
BARTLETT TN 38133

ROBINSON KIMBERLY G AND BETTY I ROBINSON
8716 BRUNSWICK FOREST DR #
MEMPHIS TN 38133

SCIOTO PROPERTIES SP 17 LLC
160 E OLENTANGY ST #200
POWELL OH 43065

TURNER DANIEL SR AND TASRAH STUBBS AND
8824 HILLMAN WAY DR #
BARTLETT TN 38133

BRUNSWICK FOREST HOMEOWNERS ASSOC INC
6263 POPLAR AVE #440
MEMPHIS TN 38119

SCIOTO PROPERTIES SP 17 LLC
160 E OLENTANGY ST #
POWELL OH 43065

BUCKNER THOMAS R (TR)
8766 STONY GLEN DR #
BARTLETT TN 38133

PATEL CHINTANKUMAR & NIRALEE
8745 STONY GLEN DR #
BARTLETT TN 38133

JERKINS JOHN AND DEBBIE LIVING TRU
8856 DAVIES PLANTATION RD #
BARTLETT TN 38133

ROGERS ROLANDO II
8760 STONY GLEN DR #
BARTLETT TN 38133

FINLEY COURTNEY L
8792 STONY GLEN DR #
BARTLETT TN 38133

TEMPLE GARRETT D & BETH A
8728 BRUNSWICK FOREST DR #
BARTLETT TN 38133

QUINN SEAN & SARAH
8754 STONY GLEN DR #
BARTLETT TN 38133

MCCLANAHAN PROPERTIES PARTNERSHIP
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

MCCLANAHAN PROPERTIES PARTNERSHIP
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

NGUYEN THANH D
8748 STONY GLEN DR #
BARTLETT TN 38133

REG REYNALDO Q & ROSALIE S V
8702 STONY GLEN DR #
BARTLETT TN 38133

MCCLANAHAN PROPERTIES PARTNERSHIP
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

SHADDOOD YOUSEF & BUSHRA SAOUD
8740 STONY GLEN DR #
BARTLETT TN 38133

COCHRAN FRANK D JR & PAULA M
8773 STONY GLEN DR #
BARTLETT TN 38133

CLAY BRANDY AND AMY BALLAF
3133 BRUNSWICK RD #
BARTLETT TN 38133

WHITEHEAD CARLEY D & ANDREW A DELGADO
8734 STONY GLEN DR #
BARTLETT TN 38133

LOT 7 PARTNERS
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

SAYADETH SAYSANA N
8707 STONEY GLEN DR #
BARTLETT TN 38133

SIDDIQUE SHOEB & SAMEERA
8728 STONY GLEN DR #
BARTLETT TN 38133

NIXON NICKIE N & CYNTHIA
8785 STONY GLEN DR #
BARTLETT TN 38133

DAUER JOHN A
8715 BRUNSWICK FOREST CIR
BARTLETT TN 38133

WALLER QUINTON AND BRANDYN WALLER AND
8720 STONY GLEN DR #
BARTLETT TN 38133

VELAMALA VIDYASAGAR
8733 STONEY GLEN DR #
BARTLETT TN 38133

AKIL FADI & DIANA
8701 BRUNSWICK FOREST CIR
BARTLETT TN 38133

CALHOUN JERRY J & DEBRA W
3160 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

VETURI ANANTHA
8708 STONEY GLEN DR #
BARTLETT TN 38133

NGUYEN TONY MINH-NHUT & HUONG
8809 STONY GLEN DR #
MEMPHIS TN 38133

SHORES LIVING TRUST
8793 STONY GLEN DR #
BARTLETT TN 38133

THIRTY-ONE FIFTY NEW BRUNSWICK LLC
6311 NE EQUITABLE RD #
KANSAS CITY MO 64120

VB ONE LLC
3500 PARK CENTER DR #100
DAYTON OH 45414

SABIJON REYNALDO JR & EUNICE
3140 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

FIRST SOUTH BANK
1450 JOHN B WHITE SR BLVD #
SPARTANBURG SC 29306

BROOKS PAMELA J
8767 STERLAND CIR #
BARTLETT TN 38133

DO TAM T
3150 E BRUNSWICK FOREST CIR #
BARTLETT TN 38133

NGUYEN XUAN T T
8753 STERLAND CIR #
BARTLETT TN 38133

REDDING FAMILY REVOCABLE TRU
8763 STERLAND CIR #
BARTLETT TN 38133

HAILE TSEGAYE G & BEKELCH A BEYECHA
8760 BRUNSWICK FOREST CIR #
BARTLETT TN 38133

NASH WAYNE C JR
8781 STERLAND CIR #
BARTLETT TN 38133

GUEST TWARLA
8771 STERLAND CIR #
BARTLETT TN 38133

HOBBS MELVIN & CHELAYNN
8781 BRUNSWICK FORREST DR #
BARTLETT TN 38133

WOLFE CRAIG
8749 STERLAND CIR #
BARTLETT TN 38135

BISSA JAIME L
8757 STERLAND CIR #
BARTLETT TN 38133

WALKER ROBERT L III & ANGELA M E
8773 BRUNSWICK FOREST DR #
BARTLETT TN 38133

SMITH DEBORAH A & STEPHEN F
8785 STERLAND CIR #
BARTLETT TN 38133

BOYD HAROLD W JR
8777 STERLAND CIR #
BARTLETT TN 38133

BARROW OLLIE
8800 STONY GLEN DR #
BARTLETT TN 38133

BRUNSWICK VILLAGE PHASE 1 HOMEOWNERS
280 MANN DR #
COLLIERVILLE TN 38017

HIGHWAY 64 CENTER LLC
1010 JUNE RD #
MEMPHIS TN 38119

BRUNSWICK FOREST HOMEOWNERS ASSOC INC
6263 POPLAR AVE #440
MEMPHIS TN 38119

MOSS SHELIA D & ARGENTRY
8743 STERLAND CIR #
BARTLETT TN 38133

JACKLAND HOLDINGS LLC
3485 CEDAR CREEK LN #
JONESBORO AR 72404

MCCLANAHAN PROPERTIES PARTNERSHIP
7700 WOLF RIVER BLVD #
GERMANTOWN TN 38138

WALKER REBECCA L
8701 STONY GLEN DR #
BARTLETT TN 38133

REGENCY HOMEBUILDERS LLC
3420 S HOUSTON LEVEE RD #
GERMANTOWN TN 38139

LAKELAND 64 LLC
5100 POPLAR AVE #2607
MEMPHIS TN 38137

JONES JAMES K & DEBORAH N
3024 WILTSHIRE CV #54
BARTLETT TN 38133

UNDERWOOD WILLIAM I & BARBARA
3020 WILTSHIRE CV #
BARTLETT TN 38133

GX17 LAKELAND 64 LLC
6500 SUMMERHILL RDG #2E
TEXARKANA TX 75503

DURRELL RYAN & CHERYL
8819 STONY GLEN DR #
BARTLETT TN 38133

HOFFMEISTER JAMES & MARY
3029 BEDFORDSHIRE CV #
BARTLETT TN 38133

EDS , Inc.
882 Willow Tree Circle, Suite 201
Cordova, TN 38018

EDS , Inc.
882 Willow Tree Circle, Suite 201
Cordova, TN 38018

EDS , Inc.
882 Willow Tree Circle, Suite 201
Cordova, TN 38018

EDS , Inc.
882 Willow Tree Circle, Suite 201
Cordova, TN 38018

EDS , Inc.
882 Willow Tree Circle, Suite 201
Cordova, TN 38018

Regency Home Builders
3420 S Houston Levee Rd
Germantown, TN 38139

Regency Home Builders
3420 S Houston Levee Rd
Germantown, TN 38139

Regency Home Builders
3420 S Houston Levee Rd
Germantown, TN 38139

Regency Home Builders
3420 S Houston Levee Rd
Germantown, TN 38139

First Citizens Bank
4300 Six Forks Rd-FCC52
Raleigh, NC 27609

First Citizens Bank
4300 Six Forks Rd-FCC52
Raleigh, NC 27609

First Citizens Bank
4300 Six Forks Rd-FCC52
Raleigh, NC 27609

First Citizens Bank
4300 Six Forks Rd-FCC52
Raleigh, NC 27609

First Citizens Bank
4300 Six Forks Rd-FCC52
Raleigh, NC 27609

Regency Home Builders
3420 S Houston Levee Rd
Germantown, TN 38139

Rockwood LLC
5325 Wild Brook Cove
Memphis, TN 38120

Rockwood LLC
5325 Wild Brook Cove
Memphis, TN 38120

Rockwood LLC
5325 Wild Brook Cove
Memphis, TN 38120

Rockwood LLC
5325 Wild Brook Cove
Memphis, TN 38120

Rockwood LLC
5325 Wild Brook Cove
Memphis, TN 38120

Municipal Planning Commission

Minutes

Tuesday, September 3, 2024 – 6:30 p.m.

The Bartlett Planning Commission (PC) met in the City Hall Assembly Chamber on Tuesday, September 3, 2024 at 6:30 p.m. for a regularly scheduled meeting.

The following members were present:

Curtis Sigler, Vice Chairman
David Hunt
Jim Lamb
Ken Demetriou
Josh McNeil
John Conroy, Chairman
Greg Easton
Jack Young, Alderman
Paul Kaiser

The following staff/advisors were present: Sam Harris, Senior Planner; Leslie Brock, Planner; Melissa McAfee, Administrative Secretary; Trey Arthur, Director of Code Enforcement; Erin Campbell, Assistant Director of Engineering; Howard McNatt, Fire Marshall; Craig Jones, Deputy Fire Marshall; Ed McKenney, City Attorney

Alderman Jack Young opened the meeting with prayer.

The pledge of allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the August 5, 2024 meeting

A motion was made by Jack Young to approve the minutes of the Monday, August 5, 2024 meeting as submitted. David Hunt seconded the motion. Roll Call Vote: Greg Easton, Jim Lamb, Ken Demetriou, Jack Young, Josh McNeil, Curtis Sigler, and John Conroy voted Yes. Paul Kaiser and David Hunt abstained. Motion carries. Minutes were approved.

NEW BUSINESS

Public Hearing

Special Use Permit

- 1. Brunswick Village at Wolfchase Planned Development, Phase 3, Area B & C – Revision 3, Southwest Corner of Ladurl Drive at Brunswick Road (Danny Tabrizi, EDS Inc.)**

INTRODUCTION: Senior Planner Sam Harris introduced the application for Mr. Danny Tabrizi, with EDS Inc., who is requesting Planning Commission approval of a favorable recommendation for a revised Special Use Permit to allow a Planned Residential Development. The subject property is located at the southwest corner of Ladurl Drive at Brunswick Road. The subject property has split zoning with Area B within the "R-TH" Townhouse Residential Zoning District and Area C within the "RS-10" Single Family Residential Zoning District.

BACKGROUND: The subject property is Area C of the Brunswick Village at Wolfchase Planned Development which is 4.02 acres. The Outline Plan of Brunswick Village at Wolfchase Planned Development was approved in Shelby County. In 2019, the Planning Commission approved the Final Plan for the 18.56 acres of Area B that was developed into 62 single family units set in quad townhome structures.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation for a revised Special Use Permit to allow a Planned Residential Development on the subject property to be incorporated into the existing Phase 2 Area B Planned Residential Development. The applicant is proposing to develop the 4.02 acres of land into 16 single family units set in townhome quad structures identical to the existing structures in the Phase 2 Area B Planned Development. The surrounding Zoning Districts are "RS-10" Single Family Residential to the north, "C-H" Highway Commercial to the south, "C-H" Highway Commercial and "R-M" Multiple Family Residential to the east, and "R-TH" Single Family Townhome Residential to the west. The surrounding uses include: single family residential, multiple family residential, and behavioral medical treatment facilities.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Comments:

1. Phase 1 has a 20' landscaping easement on Brunswick Road where this plan calls for a 15' landscaping easement along Brunswick Road.
2. Ladurl Drive and Brunswick Road landscaping and irrigation is required.
3. Interior roads, curb & gutter and sidewalks to be private and maintained by HOA.

Engineering Conditions:

General:

1. A Subdivision contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Since this project is located in the Fletcher Creek Sewer Basin approval for additional connections is dependent on developer receiving written approval from the City of Memphis for new sewer connection.
6. Since this project is located in the Fletcher Creek Sewer Basin the sewer plan of the private underground sewer storage tank and pump station, will require final approval by City of Memphis.
7. Finished floor elevations shall be set for properties as done in Phase 2 Area B.

Planning Comments:

1. The subject property was permitted an assisted living use on the Outline Plan approved in Shelby County. However, the developer never submitted further development plans for the subject property, so the vested right for assisted living use is null and void per the Planned Development requirements within the Bartlett Zoning Ordinance.
2. The subject property must either be developed in compliance with the underlying "RS-10" single family residential zoning district, or the subject property could be incorporated into an existing planned development since the subject property is less than five (5) acres in size and not able to apply for a Special Use Permit on its own.
3. The subject property will be incorporated into the existing HOA for Area B with the same covenants, restrictions, and HOA maintenance responsibilities.

Planning Conditions:

1. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Construction Plan and Final Plan to the Planning Commission, and a Site Plan application for approval by the Design Review Commission for the landscaping and common amenities to be maintained by the HOA.
2. The applicant shall identify the location for the Post Office required cluster box to the final plat.

3. The applicant must attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
4. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
5. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman John Conroy called for questions from the PC for Mr. Harris.

Vice Chairman Curtis Sigler asked if there is enough room for the landscaping easement to remain 20-foot.

Mr. Harris stated that if they were to take in an additional 5 feet, it would offset the measurements just enough to require the size of the quad units to be smaller in this section as opposed to Area B. On the western property line where Area B and Area C meet, it is pretty steep contour-wise. On the drawings, it looks like there is area to play with, but really that is a sharp hill that needs to be left alone.

Danny Tabrizi, EDS Inc., stepped forward.

Mr. Tabrizi stated that he is representing Rockwood LLC and Regency Homebuilders on this project. He is in agreement with comments and conditions in the staff report.

Administrative Secretary Melissa McAfee stated that the Planning Department did not receive any correspondence in relation to tonight's public hearing.

The public hearing opened at 6:37 p.m.

Chairman Conroy called for anyone in favor of approval of a favorable recommendation to the Board of Mayor and Aldermen step forward. Hearing none.

Chairman Conroy called for anyone against approval of a favorable recommendation to the Board of Mayor and Aldermen step forward. Hearing none.

The public hearing closed at 6:38 p.m.

Jack Young made a motion to forward a favorable recommendation for a revised Special Use Permit to allow Brunswick Village at Wolfchase Planned Development to be incorporated into the existing Phase 2 Area B Planned

Residential Development to the Board of Mayor and Aldermen. Ken Demetriou seconded the motion. Roll call vote: All members present voted Yes. Motion carries.

Open Discussion

Chairman Conroy called for any discussion items. Hearing none.

Adjourned at 6:39 p.m.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/22/24 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Laura Jenkins
Department Head: Trey Arthur

Ellendale United Methodist Craft Fair and Trunk or Treat.



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

7215 Centralia Rd 38135
 Address Zip Code
October 26, 2024 9am-2pm 4-6pm
 Dates of the Event Hours of the Event
Craft Fair & Junk or Street
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Church - owns property (Eumc)
 Property Owner
Ellendale UMC same
 Special Event Permit Applicant Address of Applicant
901-386-0205 _____
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$5.00 Permit Issuing Fee
\$7.00 Software Fee
\$ 3% Credit Card Fee
\$ Total Permit Fee

Responsible Person Signature and Printed Name

10/13/24
 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: 7215 Centralia Road-Special Event (3663 : Craft Fair and Trunk or Treat)

Special Event Checklist

Event: Craft Fair & Trunk or Treat
 Location: Euclid # 7215 Centralia Road
 Dates: October 26, 2024

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> |
|---|---|

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

- | | |
|---|--|
| <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> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1		OK		<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		OK		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		OK		<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		OK		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		OK		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			N/A	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		OK		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		OK		<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			NA	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		OK		<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			NA	Type 3 outdoor sales at a specific location may be pennitted 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		OK		<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			NA	<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		OK		<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		OK		<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		OK		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		OK		<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		OK		<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			nt	<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.	

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			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			NA	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
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			NA	Location and number of proposed temporary public toilets.	
37			NA	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			1	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.	

00150612 000070 012 002 000



CHURCH MUTUAL INSURANCE COMPANY, S.I.

3000 Schuster Lane
Merrill, WI 54452

COMMON POLICY DECLARATIONS

POLICY NUMBER: 0014882 25-696081

PREVIOUS POLICY NUMBER: 0014882 25-515823

COMPANY NAME	18767	PRODUCER NAME	08-237
Church Mutual Insurance Company, S.I. 3000 Schuster Lane Merrill, WI 54452 (800) 554-2642		JEFFREY HOWELL CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452	

NAMED INSURED: ELLENDALE UNITED METHODIST CHURCH INC

MAILING ADDRESS: PO Box 85
Ellendale, TN 38029-0085

POLICY PERIOD: FROM 03/08/2024 TO 03/08/2025
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL CRIME COVERAGE PART	\$84.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$1,468.00
COMMERCIAL INLAND MARINE COVERAGE PART	\$91.00
MANAGEMENT PROTECTION LIABILITY COVERAGE PART	\$47.00
COMMERCIAL PROPERTY COVERAGE PART	\$15,174.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	\$8.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	\$278.00
TOTAL:	\$17,150.00



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/22/24 06:00 PM
Department: Code Enforcement
Category: Bid
Prepared By: Laura Jenkins
Department Head: Trey Arthur

Special event permit for Ellendale Baptist Church Fall Festival.



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

3861 Broadway Rd 38135
 Address Zip Code
Oct. 27, 2024 5:00 PM - 7:00 PM
 Dates of the Event Hours of the Event
Fall Festival
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Ellendale Baptist Church
 Property Owner
Stuart McCollough 3632 Oak Rd 38135
 Special Event Permit Applicant Address of Applicant
901. 438. 1020
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

<u>\$60.00</u>	Special Event Fee
<u>\$5.00</u>	Permit Issuing Fee
<u>\$7.00</u>	Software Fee
<u>\$</u>	2% Credit Card Fee
<u>\$</u>	Total Permit Fee

Stuart McCollough 9.30.24
 Responsible Person Signature and Printed Name 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: FALL FESTIVAL-ELLENDAL BAPTIST CHURCH (3661 : Fall Festival)

Special Event Checklist

Event: Fall Festival / Trunk R'Treat
 Location: Ellendale Baptist Church 3861 Broadway Rd. Bartlett, TN 38135
 Dates: Oct. 27, 2024

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> |
|---|---|

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

- | | |
|---|--|
| <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> |
|---|--|

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.	
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.	

Conditions

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

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

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.	
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
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.	
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.	
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.	

3861 Broadway Rd



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft



3861 Broadway Rd



Directions



Save



Nearby



Send to
phone



Share



3861 Broadway Rd, Memphis, TN 38135

Attachment: FALL FESTIVAL-ELLEENDALE BAPTIST CHURCH (3661 : Fall Festival)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/08/2024

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

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

PRODUCER Clay and Land Insurance, Inc. 866 Ridgeway Loop Rd Suite 200 Memphis TN 38120		CONTACT NAME: Caylee Zuk PHONE (A/C, H, Ext): (901) 767-3600 FAX (A/C, H): E-MAIL ADDRESS: czuk@clayandland.com	
INSURED ELLENDALE BAPTIST CHURCH PO BOX 487 ELLENDALE TN 38029-0487		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co. of America NAIC # 12572 INSURER B: Selective Insurance Co. of Southeast 38926 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL241877416 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			S 2588889	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2588889	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			S 2588889	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9106985	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

City of Bartlett
 6400 Stage Road
 Bartlett, TN 38134

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

George E. Smith

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ACORD 25 (2016/03)

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Attachment: FALL FESTIVAL-ELLENDALE BAPTIST CHURCH (3661 : Fall Festival)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/22/24 06:00 PM
Department: Finance
Category: Budget
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Police	2010	Dodge Journey	Black	3D4PG4FB8AT135499
Police	2008	Honda CR-V	Black	JHLRE38768C014719
Police	2010	Nissan Altima	Blue	1N4AL2EP4AC124095
Police	2014	Chevrolet Impala LS	Beige	2G11X5SL2E9136642
Police	2015	Chrysler 200 C	Gray	1C3CCCBXFN760228
Police		Haida Wheels & Tires	Aluminum & Black	

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

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

Thank you for your consideration of the above item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/22/24 06:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: John Horne

Bid for new weirs and scum baffle for Wastewater Treatment Plant #1.

<< This document is too large to display in this window. You must open this document in Word to see its contents. >>

BID PRICING SHEET

(One original, clearly marked, and two copies, including the bid with all compliant or exceptions, Public Acts 109 form, and current W-9)

"Wastewater Laboratory Analysis Bid"

(Must include an original, clearly identified, and two complete copies of all required documents)

TOTAL BID = \$ 33,100.00

TOTAL BID IN WORDS:

Thirty three thousand and one hundred dollars

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, bonds, and/or insurance, allowances, handling, and freight to job site; **WWTP #1 5258 Shelter Run Lane, Bartlett, TN 38135**

BAR Environmental Supply Inc
NAME OF FIRM

andy@bar-enviro.com
Email

Andy LeJeune
Authorized Representative
(Typed or Printed)

901-568-4208
Phone

Andy LeJeune
Authorized Representative Signature

9/17/24
Date

PUBLIC ACTS 109
(Iran Divestment Act)

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.109.php) PublicActs.109.php.

Print Name Andy LeJeune

Signed Andy LeJeune

Title Account Manager

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

REFERENCES

Each Bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to the City of Bartlett specifications. The list shall include dates of service (at least twelve months), contact name, address, and phone number. Note: It is the intent of the City to call all references.

- (1) Name of customer: See Included page
 Address: _____
 Phone Number: _____
 Contact: _____
 Dates of Service: _____
- (2) Name of customer: _____
 Address: _____
 Phone Number: _____
 Contact: _____
 Dates of Service: _____
- (3) Name of customer: _____
 Address: _____
 Phone Number: _____
 Contact: _____
 Dates of Service: _____

Packet Pg. 67

NEFCO has an installed base of more than 1000 installations. Following are five Weir & Scum Baffle installations.

FACILITY	ADDRESS	CONTACT	PHONE	DATE
1. NK Dry Creek WWTP	Villa Hills, KY.	Mike Kendal, Plant Manager	859/331-6674	2004
2. Frankfort WWTP	432 W. Nebraska. Frankfort, IL 60423	Don Matthews, WWT Util. Supv.	815/469-7981 Fax: 815/469-7999	1997
3. Joliet WWTP	1021 McKinley Ave. Joliet, IL 60436	Harold Harty, Plt. Oper. Supt.	815/724-3675 Fax: 815/722-7215	2002/2004
4. Salt Creek S.D.	P.O. Box 6600 201 S. Rte. 83 Villa Park, IL 60181-6600	Fred Dale, Mgr.	630/832-3411 Fax: 630/832-3813	2004
5. Okmulgee WWTP	Okmulgee, OK	Mike Rogers Water & Wastewater Super.	918-756-3150	2001/2002/2003



Trough System Installations

Following are ten NEFCO installations of comparable size that have been in operation for a period of at least five years.

1) Nashville, TN	10 Rectangular Clarifiers	Installed 2002
2) Joliet, IL	6 Rectangular Clarifiers	Installed 2003
3) Curtis Bay, MD	6 Rectangular Clarifiers	Installed 2003
4) South Lyon, MI	UV Channel	Installed 2003
5) Hebron, OH	2 Clarifiers	Installed 2003
6) Uniontown, PA	3 Aeration Basins	Installed 2004
7) N. Huntingdon, PA	2 Rect. Clarifiers	Installed 2004
8) West Point, NE	1 Rectangular Clarifier	Installed 2004
9) ESCRA	Aeration Basin	Installed 2004
10) Durant, OK	Filter Backwash Troughs	Installed 2004

TITLE VI FORMS

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: BAR Environmental Date: 9/17/24

Gender: Male X Female _____

Race: Caucasian X

African American _____

Hispanic _____

Other (please specify) _____

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: BAE Environmental Date Completed: 9/17/24

Address: 529 Ogilvie Cv.

City: Collierville State: TN Zip: 38017

Phone: 901-568-4208 Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

Title VI -1

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

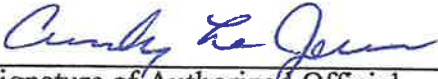
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to **be submitted on Company (selected bidder's) Letterhead:**

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.


Signature of Authorized Official

9/17/24
Date

Title VI-2

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:

Ted Archdeacon, Director of Personnel,
City of Bartlett; 901-385-6430

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

Title VI-3

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BAR ENVIRONMENTAL SUPPLY INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 WINNERS CIRCLE N, STE 420

6 City, state, and ZIP code
BRENTWOOD, TN 37027

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

6	2	-	1	2	5	1	2	9	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► 10/23/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Copy

BID PRICING SHEET

(One original, clearly marked, and two copies, including the bid with all compliant or exceptions, Public Acts 109 form, and current W-9)

"Wastewater Laboratory Analysis Bid"

(Must include an original, clearly identified, and two complete copies of all required documents)

TOTAL BID = \$ 30,000 + estimated freight

TOTAL BID IN WORDS:

Thirty thousand + estimated freight

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, bonds, and/or insurance, allowances, handling, and freight to job site; WWTP #1 5258 Shelter Run Lane, Bartlett, TN 38135

Enduro Composites
NAME OF FIRM

msumbera@endurocomposites.co
Email

Matthew Sumbera
Authorized Representative
(Typed or Printed)

832-775-2264
Phone

Matthew Sumbera
Authorized Representative Signature

9/16/2024
Date

PUBLIC ACTS 109
(Iran Divestment Act)

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name Matthew Sumbers
 Signed Matthew Sumbers
 Title National Sales Manager

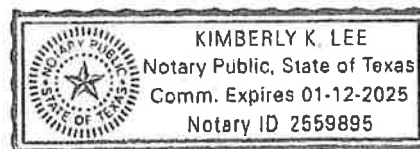
Subscribed and sworn before me this 16 day of September, 2024.

Signed [Signature] Print Name Kimberly Lee

Title _____

My commission expires: 1-12, 2025.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.



REFERENCES

Each Bidder shall submit with their bid a list of at least three (3) customers, which contracted services similar to the City of Bartlett specifications. The list shall include dates of service (at least twelve months), contact name, address, and phone number. Note: It is the intent of the City to call all references.

- (1) Name of customer: Kingmen Construction
 Address: 4200 Chino Hills Parkway, Chino Hills, CA 91709
 Phone Number: 909-529-1747
 Contact: Kristina De La Torre
 Dates of Service: Summer 2023

- (2) Name of customer: Steve P Rados
 Address: P.O. Box 15128, Santa Ana, CA 92735
 Phone Number: 714-835-4612
 Contact: Tej Pasch
 Dates of Service: Summer 2023

- (3) Name of customer: Environmental Improvements
 Address: 1183 Brittonmore Road, Houston Tx 77043
 Phone Number: 713-461-1111
 Contact: Jeff Houston
 Dates of Service: 2022

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Enduro Composite Inc Date Completed: 16 Sep 2024

Address: 16602 Central Green Blvd

City: Houston State: TX Zip: 77032

Phone: 713.358.4000 Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? NO. Title VI is displayed in 21 near Employee break Areas
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? yes
3. How is Title VI information disseminated to new/current employees? N/A. Title VI posters displayed in 21 near break rooms

Title VI -1

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

Enduro does not solicit on a project basis. We are a Fixed Location Manufacturer.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

Enduro does not award Project-based contracts/subcontracts

6. Provide documentation to show that contracts contain non-discrimination assurance language.

7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.


Signature of Authorized Official

Date

Title VI-2

Wastewater Clarifier Weirs
Sealed Bid: FY2025-09-003
DUE: September 17, 2024

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:
Ted Archdeacon, Director of Personnel,
City of Bartlett; 901-385-6430

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

Title V I-3

Attachment: FY2025-09-003 WASTEWATER CLARIFIER WEIRS Bid ENDURO COMPOSITES (2556 : WasteWater Treatment Plant Clarifier Weirs)

TITLE VI FORMS

CONTRACT MONITORING

The Tennessee Department of Transportation requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: Enduro Composites Date: 9/16/2024

Gender: Male _____ Female _____

Race: Caucasian _____

 African American _____

 Hispanic _____

 Other (please specify) Publicly traded company

_____ I have reviewed this request and have decided **NOT** to provide the requested information.



Proposal No. 24P027 **Rev.** 1 **Date:** 9/16/24
To: City of Bartlett
Project: CITY OF BARTLETT WWTP
Bid Date: 9/17/2024
Location: BARTLETT, TN 38135
Spec Section: Section 6 of GENERAL SPECIFICATIONS
Drawing #: Photos provided by E-TECH
Addenda: NONE
Rep Firm: E-Tec
Enduro Sales Rep: Matthew Sumbera



Enduro is pleased to provide this proposal based upon the following scope of work:

A. Final Clarifier #1 & 2 – FRP Weirs and Scum baffles for (2) – 65'-0" ft ID. Ø concrete tank with internal launder [60'-0" ID. @ Weir Wall] - Materials listed per tank:

- FRP V-notched weir panels – 1/4" thick x 9" high x approx. 12'-0" long (16ea).
- FRP Weir Splice plates – 1/4" thick x 9" high x 6" long (16ea).
- FRP Weir Washers – 1/4" thick x 5" diameter at approx. 24" OC (approx. 96ea).
- Neoprene weir gasket strips – 1/4"tk x 6"h x 25ft roll (field punch holes to suit anchors) (8ea).
- FRP Scum baffle panels – 1/4" thick x 12" high x approx. 12'- 0" long (16ea).
- FRP Scum baffle vertical splice plates - 1/4" thick x 12" high x 6" long (16ea).
- FRP Scum Baffle lower and upper angle type support brackets at 48" OC (max) (48sets).
- Full complement of 316SST fasteners to fasten weirs and scum baffles.

1. Proposal is based on these assumptions:

- a. FRP thickness as stated U.O.N.
- b. Premium grade corrosion resistant FRP Isophthalic polyester resin, UV suppressed.
- c. Enduro Composites is ISO 9001 Certified.
- d. Material is NSF-61 approved (if required for potable water).
- e. Weirs and scum baffles per AWWA F102 Standards (if applicable).
- f. Troughs are per AWWA F101 Standards (if applicable).
- g. Certified signed and sealed calculations and drawings are not included. If calculations* are required, the cost of design review and any adjustment from the design quoted shall be reevaluated by Enduro and repriced accordingly.
- h. 316 SST fasteners and/or anchors as indicated. *(Note: If adhesive type anchors are supplied, the adhesive, adhesive applicators, special tools or equipment and consumables are not included – these are supplied by others).*
- i. Field trimming by the installer may be required (associated equipment, tools, sealant, consumables, etc. not included – supplied by others).
- j. The proposal is based on the applicability of EPA De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act of 2014 and/or De Minimis General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021.
- k. FRP material is manufactured by Pultrusion or Open Mold methods.
- l. The color shall be Enduro standard dark gray.

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 16602 Central Green Blvd. | Houston, TX 77032

www.endurocomposites.com

- m. The manufacturer's standard one-year material warranty from delivery date applies unless stated otherwise in the clarification/exception section.
- n. O&M Manuals – if applicable (electronic version only)
- o. Freight – See Terms for information.
- p. Submittal/Installation Drawings (11" x 17" sheets).

2. Clarifications/Exceptions:

- a. Exception: No bonds have been included with this bid and will not be provided.
- b. Clarification: Enduro offers our standard weir and scum baffle, standard wall mount density current baffles, standard launder cover, standard launder trough and supports without signed and sealed calculations and drawings.
- c. Clarification: Enduro manufactures weirs and scum baffles up to 12 feet long by pultrusion method and panels are CNC machine fabricated with all cut edges and holes factory sealed.
- d. Clarification: Enduro typically manufactures FRP products with UV stabilizers in standard dark grey color to increase the resistance to UV radiation in lieu of other colors.
- e. Clarification: Enduro offers 316SS fasteners to meet most fastening requirements to attach the weir and scum baffle to the steel tank structure.
- f. Clarification: Enduro standard warranty period of one (1) year commences on the FRP products offered from the time of delivery.

3. Proposal does not include:

- a. Staging, storage, unloading, installation, field labor or testing of any kind.
- b. Site visits, or field advisor, unless included in the Scope of Work or Inclusion Section.
- c. NOTE: Enduro does not include any field visits in this proposal. If a field visit is required Enduro will only verify that the products have generally been installed per our field drawings. Enduro does not certify construction methods. If field visits are required, please add \$3000 per trip and \$1000 per day after day 1. Enduro requires 4-6 weeks' notice prior to the required date, anything sooner can be assessed for an expediting fee.
- d. Grout, gaskets, sealant, adhesive, caulk, etc. unless specified herein.
- e. Spare parts.
- f. Pipe flanged bolt and gasket sets.
- g. O&M Manuals if applicable (hardcopies).
- h. Taxes, permits, duties, brokerage fees, or bonds.
- i. Any material to modify concrete or other adjoining material surfaces.
- j. Miscellaneous stainless-steel hardware unless otherwise noted in scope above.
- k. Compliance with Specifications, Drawings, or Addenda not listed in this proposal.

4. Terms:

- a. FOB Factory (Houston, TX). Pricing excludes freight to jobsite – see Section 7 for more details.
- b. Pricing is valid for purchase orders or Letter of Intent received and accepted within 30 days from the date of the proposal, for goods to be released to manufacture within 180 days from the date of the proposal, provided release for shipment is authorized upon completion of the goods. Pricing may be revised on orders/LOI received more than 90 days after proposal. Orders not released for manufacture within 180 days of the date of the proposal or released for manufacture

- but not released for immediate delivery upon completion of the goods, are subject to Enduro's Price Escalation Index. A copy of the index provisions is available upon request.
- c. Payment terms (subject to credit approval): Minimum 10% due upon delivery of submittals, additional 10% upon approval of submittals.
 - d. Proposal per Enduro Composites' standard terms & conditions.

5. Estimated Lead Time for Submittal Package:

- a. 6-8 weeks after execution of contract
- b. Each PE review/certification shall add 1-2 weeks each.
- c. A more detailed lead shall be provided after contract execution.
- d. The proposal is based on (2) re-submittals after the original submittal package is submitted. Additional re-submittals can be provided at an additional cost.

6. Estimated Lead Time for Shipping:

- a. 9-11 weeks after written approval of submittal package for Weirs and Baffles.
- b. 10-16 weeks after written approval for submittal package for sprayed up parts.
 - More detailed lead time will be provided after approval of submittal package.
 - Delays in approvals may cause longer lead times.

**Lead times may vary based on raw material availability and will be determined after approved submittal and release to manufacture.*

7. Price (USD):

- a. Item A Lump Sum Price: \$ 30,000 (Materials Only; FOB Factory)

Estimated FREIGHT COST IS NOT included in total or unit prices. The actual charge shall be based on weight and freight cost at time of shipment.

We look forward to working with you and hope this proposal meets with your satisfaction.

Matthew Sumbera
National Sales Manager - USA & Canada
Water, Wastewater Structures
Email: msummera@endurocomposites.com



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Standard Terms of Sale ("Terms"), the following words shall have the following meanings (unless the context otherwise requires): "Company" means Enduro Composites Inc., a Delaware corporation; "Contract" means any purchase order, sales agreement, or other agreement for the sale of Goods between Company and Customer to which these Terms apply; "Customer" means the person, firm or company who has placed an order for Goods from Company; "Delivery Point" means Company's address or such other address as Company may specify to Customer; and "Goods" means all goods and/or services to be supplied under the Contract to Customer by Company. The following words are defined in the sections below: "Delivery" (Section 5.1); "HS ABC Policy" (Section 13.2); "HS Code of Conduct" (Section 13.2); "Orders" (Section 2.1); "Warranty" (Section 7.1); and "Warranty Period" (Section 7.3).

2. GENERAL

- 2.1 Any quotation is not an offer to sell Goods. All orders by Customer for the Goods ("Orders"), if accepted by Company in its sole discretion, will be accepted subject only to these Terms. DIFFERENT OR ADDITIONAL TERMS PROPOSED BY CUSTOMER ON OR IN CONNECTION WITH CUSTOMER'S PURCHASE ORDER FORMS OR OTHER DOCUMENTATION SHALL NOT APPLY TO THE PURCHASE OF GOODS HEREUNDER AND ARE HEREBY EXPRESSLY REJECTED AND SHALL NOT BECOME PART OF THE CONTRACT. COMPANY'S AGREEMENT TO SELL GOODS TO CUSTOMER IS EXPRESSLY LIMITED TO THESE TERMS AND, IF APPLICABLE, A WRITTEN AND SIGNED AGREEMENT BETWEEN CUSTOMER AND COMPANY TO WHICH THESE TERMS ARE ATTACHED.
- 2.2 If, subsequent to this Contract, any sale is concluded with the same Customer by fax, telegram, electronically or orally, or by any combination of these, without express reference to these Terms, these Terms shall apply unless expressly modified in writing signed by both Company and Customer.
- 2.3 Any statement or representation by the Company or its employees or agents upon which the Customer intends to rely must be set out in writing and signed by both parties. Any statement or representation which is not so confirmed in writing is followed or acted upon entirely at the Customer's own risk. For the avoidance of doubt, illustrations, weights, measures, performance capabilities, application suitability information and other data set out in the sales literature of Company are statements of opinion and are provided for information only and form no part of the Contract.
- 2.4 All quotations shall automatically expire on the expiration date listed in the quotation, if any, but in no event later than thirty (30) days from issuance and are subject to withdrawal by written or oral notice to Customer at any time.
- 2.5 Verbal, telephone, fax, or email Orders will be executed at Customer's sole risk and must be confirmed in writing received by Company within 72 hours. No Order shall be deemed to have been accepted by Company until written acknowledgement of its acceptance is received by Customer from Company.
- 2.6 No Order which has been accepted by Company may be cancelled by Customer except with the agreement in writing of Company, and Customer shall indemnify Company in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Company as a result of cancellation.
- 2.7 Company may cancel an Order at any time by serving notice in writing on Customer if it does not receive, on request, satisfactory (in Company's sole opinion) credit references in relation to Customer. If Company cancels an Order pursuant to this Section it shall have no liability whatsoever for any liabilities, losses, damages, costs or expenses whatsoever incurred, suffered or paid by Customer as a result of or in connection with such cancellation.

3. PRICES

- 3.1 In the supply of Goods, prices do not include the cost of Delivery or of any import or customs duties or any other applicable taxes or governmental impositions unless otherwise stated in writing by Company, which taxes, impositions and duties shall be the sole responsibility of Customer. All prices are subject to the addition of any applicable sales tax.
- 3.2 Company reserves the right at any time prior to Delivery, to increase the price of the Goods to reflect any increase in the cost to Company which is due to any factor beyond the control of Company (including but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials or any other costs of manufacture), any change in Delivery dates, quantities or specifications for the Goods which is requested by Customer, or any delay caused by any instructions of Customer or failure of Customer to give Company adequate information or instructions.

4. PAYMENT

- 4.1 Subject to Section 4.2 below, payment of the price for the Goods is due in U.S. Dollars in cash, wire or ACH funds no later than thirty (30) days following Delivery of the Goods, unless otherwise agreed in writing.
- 4.2 If the Customer wrongfully fails to take Delivery of the Goods, Company shall be entitled to invoice Customer for the price at any time after Company has tendered Delivery.
- 4.3 No payment shall be deemed to have been received by the Company until Company has received cleared funds.
- 4.4 In the event of default in payment by Customer, Company shall be entitled (without prejudice to any other right or remedy it may have under these Terms or otherwise) to charge interest on a daily basis (after as well as before judgment) on any amount outstanding at the annual rate of four percent (4%) above the prime rate published by JPMorgan Chase Bank from time to time.
- 4.5 In the event of any dispute, Customer shall not be entitled to withhold payment of the price of the Goods or any agreed payments or to any right of set-off, deduction, counterclaim, abatement or otherwise against any payment due to Company under any Contract.
- 4.6 In respect of Goods sold for export, unless otherwise agreed in writing, payment shall be made (a) by irrevocable letter of credit confirmed with a clearing bank approved by Company or (b) prior to manufacture / fabrication

- 4.7 Time for payment shall be of the essence of the Contract.

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- 4.8 All payments payable to Company under the Contract shall become due immediately on its termination.
- 5. DELIVERY**
- 5.1 Unless otherwise agreed in writing by Company, delivery shall be deemed to take place when the Goods are made available by Company at the Delivery Point for collection by Customer or its carrier ("**Delivery**").
- 5.2 Any and all dates and periods specified by Company for Delivery are estimates only and do not constitute fixed times for Delivery. Delivery shall not be of the essence of the Contract and shall not be made of the essence by notice. Company shall have no liability for any damages, losses, costs or expenses whatsoever or in connection with the failure by Company to meet any Delivery times specified in the Order. Customer shall have no right to cancel an Order for a failure of Company to meet any Delivery times.
- 5.3 Company will endeavor to comply with any reasonable request by Customer for postponement of Delivery but shall be under no obligation to do so and Customer is obliged to take Delivery at such date and time as specified by Company. Where postponement is agreed by Company in writing Customer shall, if required, pay all costs and expenses including a reasonable charge for storage occasioned thereby and any costs incurred by Company in relation to any insurance payments reasonably made by it. Company reserves the right to deliver the Goods to Customer in instalments. Where the Goods are delivered in instalments, each Delivery shall constitute a separate contract and failure by Company to deliver any one or more of the instalments in accordance with these Terms or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat the Contract as a whole as repudiated.
- 5.4 The date for Delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions, or approvals from the Customer.
- 5.5 If Customer is ordering Goods for Delivery outside of the country of manufacture by Company, such Goods may be subject to import duties and taxes which are levied when the Goods reach the specified destination. Customer will be responsible for payment of such import duties and taxes. Customer will comply with all laws and regulations of the country for which the Goods are destined, and Company will not be liable for any breach of those laws.
- 5.6 The Customer shall (and shall procure that its sub-contractors and agents shall):
- (a) observe the work rules and safety regulations of Company while on Company's premises; and
 - (b) strictly follow all instructions and installation materials related to the Goods and not make any alteration, modification or addition to the Goods or packaging (and any alteration of the Goods, or use of non-approved parts, products or packaging with the Goods, shall be a material breach of these Terms and voids any warranties made by Company for the Goods).
- 6. RISK AND TITLE**
- 6.1 Title to the Goods will pass to Customer upon Company's Delivery of the Goods.
- 6.2 Unless otherwise agreed between Company and Customer in writing, risk of damage to or loss of the Goods shall pass to Customer upon Delivery. When Goods are transported by Company's own vehicles, Delivery shall be deemed to take place at the moment the Goods are lifted from Company's vehicle.
- 6.3 No claim for Goods damaged in transit will be considered by Company unless Company used its own transport for Delivery and unless:
- (a) an appropriately qualified signature, e.g. "Goods received damaged, (signed)" is clearly made by Customer on the delivery note;
 - (b) Company is advised in writing per motor carrier rules;
 - (c) Company is advised in writing within three days of Delivery.
- 6.4 No allowance for claims for short deliveries will be made unless (a) notice is provided to the Company within three days of Delivery and (b) the Company is given an opportunity to verify the same. Where goods are to be stored on Customer's site prior to use, bundled goods and crated goods should not be opened but inventoried for short deliveries as a sealed bundle or crate. Once opened, notice and opportunity to verify any shortages must be given as provided above.
- 6.5 For the avoidance of doubt, where Customer collects the Goods from the Delivery Point or where a third party collects the Goods for transport to Customer, Company shall have no liability to Customer for any Goods damaged in transit.
- 7. WARRANTY AND LIABILITY**
- 7.1 For and during the Warranty Period (as defined below), the Company warrants that the Goods will comply in all material respects with any specifications for the Goods agreed to in writing between Company and Customer. If no specification for the Goods has been agreed to in writing between Company and Customer, Company warrants for and during the Warranty Period that the Goods will comply in all material respects with the specifications published by Company in relation to the Goods from time to time (if any), or, in the absence of any specification (agreed or published), the Goods will be free from material defects in workmanship or materials (the "**Warranty**").
- 7.2 **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 7.3 Any claim for defect with respect to the Goods sold hereunder shall be deemed waived by Customer unless Company is notified in writing, in the case of defects apparent on visual inspection, within sixty (60) days from Delivery, or, in the case of defects not apparent on visual inspection, within twelve (12) months from Delivery (such 60 days or 12 months, as applicable, the "**Warranty Period**"). All Goods claimed to be defective shall be held subject to Company's inspection, and Company shall not be liable for the cost of any repairs performed without its express written consent. The Goods claimed to be defective may be returned prepaid to Company's plant for inspection in accordance with return shipping instructions that Company shall furnish to Customer upon receipt of Customer's notice of claim. If the claim is established, the Company will reimburse the Customer for all shipping costs incurred in connection with such return.
- 7.4 This Warranty is made to Customer and does not extend to any other person or entity and is not assignable.
- 7.5 This Warranty shall not apply (a) if the Goods have been subject to improper storage, accident, misuse or unauthorized modifications, alterations, or repairs, or have not been installed, operated, and maintained in accordance with procedures approved by Company, (b)



- to normal wear and tear, (c) to any errors, omissions or defects contained in the specifications or designs provided by Customer or (d) to any components manufactured by Customer or a third party not approved by Company.
- 7.6 Customer shall indemnify and keep Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by Company as a result of or in connection with any breach of the Contract by Customer and death or personal injury to Company's employees or agents while such employees or agents are on any premises of Customer in connection with the Contract. Without limiting the foregoing, Customer shall indemnify Company against all claims by any third parties for any claims, loss, damage or expense resulting from the breach by Customer of any of its obligations under these Terms, including without limitation, any modification, misuse, or unapproved alteration of, or use of non-approved components with, the Goods.
- 7.7 To the fullest extent permitted by law, under no circumstances will Company be liable to Customer for an amount in excess of the price paid, or to be paid, for the Goods for any claims, losses, costs, liabilities, causes of action, suits, demands, judgments, obligations, fines, penalties, damages, requirements, violations, and expenses (including without limitation, attorneys' fees, court costs, and costs of investigation) of any nature, kind, or description, whether based in contract, warranty, indemnity, or tort (including negligence and strict liability), of any person or entity, directly or indirectly, arising out of, resulting from or related to the Contract or the Goods.
- 8. TERMINATION**
- 8.1 Company shall be entitled, without prejudice to Company's other rights and remedies, either to terminate wholly or in part any or every Contract between Company and Customer and/or to suspend any further deliveries of Goods in any of the following circumstances:
- (a) non-compliance by Customer with Company's terms of payment;
 - (b) If the Customer has failed to provide a letter of credit or guarantee, bill of exchange or any other security required by the Contract or reasonably requested by Company.
 - (c) upon Customer's dissolution, insolvency, filing of a voluntary or involuntary petition under any law relating to bankruptcy, appointment by a court of a temporary or permanent receiver, trustee or custodian for Customer's business, or an assignment for the benefit of creditors, of Customer;
 - (d) Customer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
 - (e) Customer or any connected person commits any breach of this or any other Contract whenever made between Customer and Company; or
 - (f) there has been, or Company suspects that there has been, a breach or there has been a breach of any of the provisions of Section 13 below.
- 9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**
- 9.1 All intellectual property, including without limitation, all drawings, installation instructions, documents, confidential records, computer software and other information supplied by Company or otherwise obtained by Customer, whether produced by itself or a third party, are supplied on the express understanding that all intellectual property rights are reserved to Company (or the third party) and that Customer will not, without the written consent of Company, give away, loan, exhibit or sell any such intellectual property or other information or extracts from them, or copies of them, or use them in any way except in connection with the Goods in respect of which they are issued.
- 9.2 All claims for alleged infringement of patents, trademarks, registered designs, design rights or copyright received by Customer relating to the Goods must be notified immediately to Company. If requested by Company, Company shall be entitled to have conduct of any proceedings relating to any such claim in such manner as Company thinks fit and Customer will provide Company such reasonable assistance as Company may request. The cost of any such proceedings will be borne by Company.
- 9.3 If any allegations shall be made against Customer to the effect that the supply of the Goods infringes the intellectual property rights of any third party or Company has reason to believe that such allegation is likely to be made, Company may at its option and expense modify or replace the Goods so as to avoid the infringement (but without adversely affecting the overall performance of the Goods), or obtain for the benefit of Customer the right to continue to use the Goods, or repurchase the Goods at the Contract Price as reduced by a reasonable provision for depreciation. If Company pursues any of such options, Customer will have no rights or remedies against Company arising directly or indirectly out of the alleged infringement.
- 10. FORCE MAJEURE**
- In the event of the performance of any obligation by the Company being prevented, delayed or in any way interfered with by war, riot, civil commotion, strikes, lock-outs, accidents, flood, fire, explosion, or by any other cause beyond its reasonable control (including the delay or failure to supply of any suppliers of the Company) the Company may suspend or treat as impossible the performance of any obligation to Customer without liability for any loss.
- 11. HEALTH AND SAFETY**
- Customer agrees to pay due regard to any information supplied by Company relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person and Customer undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above

12. TESTING AND INSPECTION

P 713.358.4000 | F 713.358.4100 | T 800.231.7271 | E sales@endurocomposites.com
16602 Central Green Blvd. | Houston, TX 77032

www.endurocomposites.com



- 12.1 Testing and inspection if specified by Customer or his agent shall be at Company's desired location (at Customer's expense) and such testing and inspection shall be final and conclusive as to the results thereof.
- 12.2 Company shall not be obliged to produce test and performance certificates or safety critical certificates unless requested by Customer and accepted by Company in writing.
- 12.3 In addition to any costs incurred by the Company in testing the Goods, Customer shall pay for all test pieces which comply with specification.
- 13. COMPLIANCE**
- 13.1 Customer shall comply with all relevant laws, including any applicable anti-corruption laws in connection with the Contract and Company's business and shall immediately notify Company if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such laws.
- 13.2 Customer acknowledges that Company has a code of responsible business: The Hill & Smith PLC Code of Business Conduct ("HS Code of Conduct"). The HS Code of Conduct, together with Company's Anti-Bribery and Corruption Policy ("HS ABC Policy"), are available at www.hsgroup.com and Customer shall, at all times, conduct, and cause its officers, directors, employees and/or representatives conduct, business ethically and in accordance with the relevant provisions of the HS Code of Conduct and the HS ABC Policy, as each may be updated from time to time. This clause shall apply whether or not Customer is acting pursuant to the Contract or its relationship with Company.
- 13.3 Customer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section 13 at the request of and to the satisfaction of Company, which includes, but is not limited to, Company having the right to inspect any site involved in work for Company and requiring Customer to sign an annual certificate certifying compliance. If Customer fails to comply with this Section 13, Company shall be entitled, in its sole discretion, to terminate the Contract and any other agreement between Customer and Company without penalty to Company, but with obligations for Customer to remedy any damages suffered by Company as a result of such termination or as a result of the breach of contract.
- 14. TOOLING**
- 14.1 All tools, dies, and molds are integral parts of the Company's manufacturing process and all charges paid for same by Customer will be considered as part of the purchase price of Goods ordered. Customer shall acquire no title in such tools, dies, and molds and shall have no right to remove the same from Company's possession.
- 15. GOODS RETURNED**
- 15.1 Goods may not be returned without the Company's prior written permission unless otherwise agreed upon. Stock items, when returned, will be credited at the lowest prevailing price, and subject to a minimum charge of twenty-five percent (25%) for handling and restocking. Return transportation charges must be prepaid. Special order or non-standard are not subject to cancellation, change, reduction in amount, nor return for credit without written consent and upon terms which indemnify us fully against loss. Only merchandise in resalable condition will be accepted.
- 16. MISCELLANEOUS**
- 16.1 In the case of any Order for the export of Goods, the Schedule to the Uniform Law on International Sales Act 1967 shall not in any circumstances apply to the Contract and neither shall the limits imposed by the Unfair Contract Terms Act 1977 on the extent to which liability can be excluded or limited. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to the purchase of Goods, these Terms or actions hereunder or contemplated hereby.
- 16.2 Any failure to exercise or any delay by Company in exercising a right or remedy provided by this Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Terms will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract.
- 16.3 The customer shall not, without the written consent of Company, assign (including by operation of law), transfer, mortgage, or grant a lien on any of its rights under any Contract or purport to do the same.
- 16.4 Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any Contract and shall for the avoidance of doubt be entitled to assign any interest or rights that it has in relation to any Contract.
- 16.5 If any provision of these Terms shall be held invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these Terms.
- 16.6 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted exclusively according to the laws of the **State of Texas**. The parties hereby agree to submit to the exclusive jurisdiction of the courts in the **State of Texas** provided that the Company may at its option file suit in the state in which Customer is organized or located, including action to obtain any remedy (including injunctive relief).
- 16.7 There are no third party beneficiaries to these Terms.

7.4.c

BARTLETT SOLID WASTE

BARTLETT WASTEWATER TREATMENT PLANT #1

CLARIFIER

CLARIFIER

Attachment:

Packet Pg. 88

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/22/24 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for September 2024.



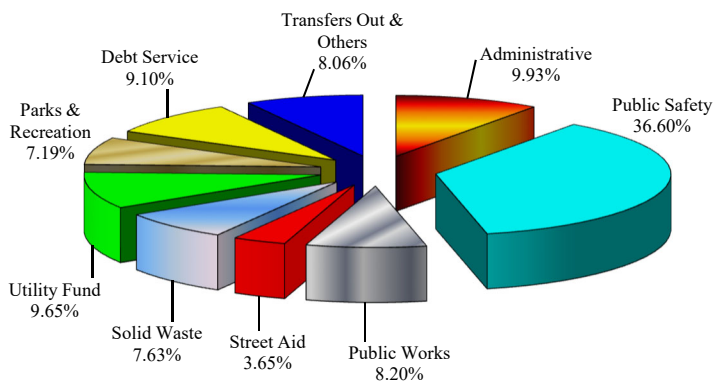
City of Bartlett

FINANCIAL REPORT

September 30, 2024

Total Expenditures, FY 2025 Budget: \$100,937,114

WHERE THE \$ GOES (Does not include School)

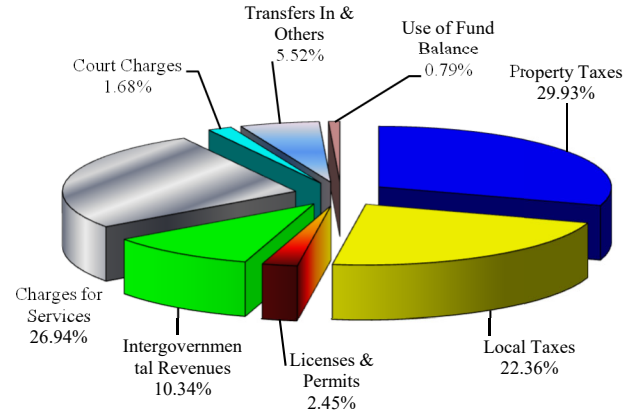


BUDGET HIGHLIGHTS

- June 30, 2024 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2024 year-end.
- Property tax bills will be mailed in October and are due February 28.
- Delinquent 2023 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2025 Budget: \$100,937,114

WHERE THE \$ COMES FROM (Does not include School)



FY 2025 YEAR-TO-DATE For The Period Ending September 30, 2024

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,929,661	\$ 2,020,107
Public Safety	36,477,170	8,016,322
Public Works	7,488,894	1,857,599
Parks and Recreation	6,269,135	1,551,342
Performing Arts	861,880	209,010
Transfers & Other Gen. Fund Items	5,046,519	1,737,826
Subtotal	\$ 65,073,258	\$ 15,392,207
General Fund Revenues		
Property Taxes	\$ 30,212,000	\$ 74,835
Local Taxes	17,700,000	1,579,088
Building and Development Fees	2,477,000	511,036
Intergovernmental	8,415,000	572,012
Charges for Services	3,371,870	876,500
Court Charges	1,437,000	413,156
Other Revenue	1,460,388	305,867
Subtotal	\$ 65,073,258	\$ 4,332,494
Special Rev. Funds - Expenditures	\$ 13,909,195	\$ 406,530
Special Rev. Funds - Revenues	\$ 13,909,195	\$ 1,400,338
Utility Expenses	\$ 13,345,921	\$ 1,959,845
Utility Revenues	\$ 13,345,921	\$ 3,511,554
Debt Service Expenditures	\$ 8,608,740	\$ 5,881,242
Debt Service Revenues	\$ 8,608,740	\$ 1,387,718
Total Expenditures	\$ 100,937,114	\$ 23,639,825
Total Revenues	\$ 100,937,114	\$ 10,632,103

Note: FY 2025 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds, Utility Fund and the Debt Service Fund.

Attachment: Sep24FinRpt (3662 : Treasurer's Report for September 2024)



City of Bartlett -- Financial Summary

For The Period Ending For The Period Ending September 30, 2024



	FY 2024 Unaudited Actual	FY 2025 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2024	Year-to-Date Actual FY 2025	Increase/ Decrease in \$	Percent of FY 2024 Actual	Percent of FY 2025 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,853,574	\$ 8,929,661	\$ 1,076,087	\$ 1,635,720	\$ 2,020,107	\$ 384,387	20.83%	22.62%	1.79%
Public Safety	33,969,752	36,477,170	2,507,418	7,815,947	8,016,322	200,375	23.01%	21.98%	-1.03%
Public Works	7,170,493	7,488,894	318,401	1,856,549	1,857,599	1,050	25.89%	24.80%	-1.09%
Parks and Recreation	7,045,366	6,269,135	(776,231)	1,934,188	1,551,342	(382,846)	27.45%	24.75%	-2.71%
Performing Arts	862,087	861,880	(207)	184,743	209,010	24,267	21.43%	24.25%	2.82%
Transfers & Other Gen. Fund Items	6,835,242	5,046,519	(1,788,723)	2,798,665	1,737,826	(1,060,839)	40.94%	34.44%	-6.51%
Total General Fund Expenditures	\$ 63,736,513	\$ 65,073,258	\$ 1,336,746	\$ 16,225,812	\$ 15,392,207	\$ (833,605)	25.46%	23.65%	-1.80%
General Fund Revenues									
Property Taxes	\$ 29,420,768	\$ 30,212,000	\$ 791,232	\$ 70,849	\$ 74,835	\$ 3,985	0.24%	0.25%	0.01%
Local Taxes	17,532,028	17,700,000	167,972	1,603,254	1,579,088	(24,166)	9.14%	8.92%	-0.22%
Building and Development Fees	2,672,237	2,477,000	(195,237)	727,999	511,036	(216,963)	27.24%	20.63%	-6.61%
Intergovernmental	8,300,946	8,415,000	114,054	564,427	572,012	7,586	6.80%	6.80%	0.00%
Charges for Services	4,301,747	3,371,870	(929,877)	1,195,117	876,500	(318,617)	27.78%	25.99%	-1.79%
Court Charges	1,357,313	1,437,000	79,687	382,951	413,156	30,205	28.21%	28.75%	0.54%
Other Revenue	1,306,563	1,460,388	153,825	172,764	305,867	133,103	13.22%	20.94%	7.72%
Total General Fund Revenues	\$ 64,891,601	\$ 65,073,258	\$ 181,658	\$ 4,717,360	\$ 4,332,494	\$ (384,866)	7.27%	6.66%	-0.61%
Special Revenue Funds									
Street Aid Fund	\$ 2,814,903	\$ 3,680,000	\$ 865,097	\$ 133,436	\$ 187,712	\$ 54,276	4.74%	5.10%	0.36%
Solid Waste Fund	7,878,391	7,758,377	(120,014)	2,026,089	1,452,034	(574,055)	25.72%	18.72%	-7.00%
General Improvement Fund	1,110,482	1,090,800	(19,682)	239,967	228,794	(11,173)	21.61%	20.97%	-0.63%
Drug Enforcement Fund	184,004	334,500	150,496	8,655	82,745	74,090	4.70%	24.74%	20.03%
DEA Enforcement Fund	18,726	134,994	116,268	420	343	(77)	2.24%	0.25%	-1.99%
Drainage Control Fund	133,691	785,524	651,833	32,805	35,642	2,837	24.54%	4.54%	-20.00%
Park Improvement Fund	0	125,000	125,000	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	12,907	0	(12,907)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	7,541,552	0	(7,541,552)	1,431,485	(1,580,739)	(3,012,224)	18.98%	0.00%	-18.98%
Special Revenue Funds - Expenditures	\$ 19,694,656	\$ 13,909,195	\$ (5,785,461)	\$ 3,872,855	\$ 406,530	\$ (3,466,325)	19.66%	2.92%	-16.74%
Special Revenue Funds - Revenues	\$ 17,542,819	\$ 13,909,195	\$ (3,633,624)	\$ 1,595,768	\$ 1,400,338	\$ (195,430)	9.10%	10.07%	0.97%
Utility Fund									
Total Utility Operations	\$ 13,951,499	\$ 12,771,741	\$ (1,179,758)	\$ 2,294,813	\$ 1,588,594	\$ (706,219)	16.45%	12.44%	-4.01%
Total Utility Debt Expenses	1,132,204	574,180	(558,024)	1,008,831	371,251	(637,580)	89.10%	64.66%	-24.45%
Total Utility Expenses	\$ 15,083,703	\$ 13,345,921	\$ (1,737,782)	\$ 3,303,644	\$ 1,959,845	\$ (1,343,798)	21.90%	14.68%	-7.22%
Total Utility Revenues	\$ 13,279,639	\$ 13,345,921	\$ 66,282	\$ 3,383,450	\$ 3,511,554	\$ 128,103	25.48%	26.31%	0.83%
Debt Service Fund									
Total Debt Service Expenditures	\$ 11,802,966	\$ 8,608,740	\$ (3,194,226)	\$ 6,564,645	\$ 5,881,242	\$ (683,403)	55.62%	68.32%	12.70%
Total Debt Service Revenues	\$ 9,526,476	\$ 8,608,740	\$ (917,736)	\$ 1,403,580	\$ 1,387,718	\$ (15,862)	14.73%	16.12%	1.39%
Total Expenditures	\$ 110,317,838	\$ 100,937,114	\$ (9,380,724)	\$ 29,966,956	\$ 23,639,825	\$ (6,327,132)	27.16%	23.42%	-3.74%
Total Revenues	\$ 105,240,535	\$ 100,937,114	\$ (4,303,421)	\$ 11,100,158	\$ 10,632,103	\$ (468,055)	10.55%	10.53%	-0.01%

Attachment: Sep24FinRprt (3662 : Treasurer's Report for September 2024)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3665)

Meeting: 10/22/24 06:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3665

Set a public hearing for November 26, 2024 for Resolution 36-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the "RS-12" Single Family Residential Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road within the "RS-12" Single Family Residential Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the "RS-12" Single Family Residential Zoning District to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed a conjunctive proposal to rezone the subject property from "RS-18" Single Family Residential to "RS-12" Single Family Residential on Monday, October 7, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road on Monday, October 7, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of November, 2024, and approved the Special Use Permit to allow a Planned Unit Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road, subject to the following conditions:

Engineering Conditions:

General:

1. A Residential Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org <<mailto:dhubbard@cityofbartlett.org>> and ecampbell@cityofbartlett.org <<mailto:ecampbell@cityofbartlett.org>> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design

engineer to resolve any conflicts.

3. A SWPPP and a TDEC permit may be required. A Notice of Intent (NOI) shall be submitted to TDEC with a copy provided to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Easements should be shown on all plan sheets.
6. Coordination with MLG&W is required for relocation of existing fire hydrant and power poles.
7. Orange vinyl fence shall be installed to clearly mark the "limit of disturbance" as shown on the plans.
8. A traffic control plan will be required.
9. Correct all markups.

Plat:

10. Sewer easements needs to be added.
11. Drainage easements need to be added.
12. Lots 1, 2, 3, 4, 58, 59 & 94 are to have no direct driveway access onto Billy Maher Rd.
13. Show COS A&B to be owned and maintained by the HOA.
14. The planned detention basin in COS B needs to be shown as a separate COS to be owned and maintained by the HOA.
15. Need to show the stream buffer and label as non-buildable greenbelt. Greenbelt shall be dedicated to City of Bartlett Parks Department.
16. The portion of COS B along the northern edge of the planned development needs to be shown as a separate COS to be owned and maintained by the HOA.
17. Minimum floor elevations may be required for some lots.
18. A sidewalk chart is required. Wheelchair ramps on all corners.

Sanitary Sewer:

19. Eliminate one of the services to lot 20.
20. Change construction notes to reflect information for the City of Bartlett.
21. A structure and pipe table is required.
22. A plan and profile is required.
23. This PD will potentially discharge into the Billy Maher Sewer pump station. A flow analysis must be conducted to see if this pump station and/or forcemain must be upgraded.

Erosion Control Plan:

24. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
25. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
26. Metal posts with wire-backed fence are required on the proposed silt fences.
27. Details for inlet protection are required.

28. The TDEC permit number shall be shown.

Grading and Drainage:

29. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100 year storms.
30. An ARAP may be required for the discharge of pipe to the Stream, the developer is responsible for verifying this discharge with TDEC.
31. More offsite area should be included for adequate review of drainage, and the need for additional drainage structures.
32. Existing pond outline shall be shown. A TDEC permit may be required regarding the filling of the pond and relocation of natural wild life. A geotechnical design to include soil boring must be submitted for the removal of soil and backfill of the pond area including and around the existing pond to insure proper proposed soil density is achieved. **On each Lot within the current pond:** Prior to issuance of building permits, Bartlett Code Enforcement will require that each Lot in the S/D have (1) Soil Boring, an engineered slab design, and an Engineer's certification of the work completed.
33. Structure and pipe table required.
34. Plan and profile required.

Billy Maher Rd right of way is currently owned and maintain by Shelby County. The following comments are required for their approval:

35. A trip generation study would be required.
36. Road widening and improvements would be required on Billy Maher Rd. Dedication right turn lane and associated required taper. Dedication left turn lane and associated required taper. A striping plan will be required.

Planning Comments:

1. A Planned Development usually provides common amenities for the residents. Staff recommends adding a walking trail around the detention area and greenbelt on Common Open Space B.
2. This revised planned residential development is concurrently being rezoned from "RS-18" to "RS-12". Should the application for rezoning not be approved, then the planned residential development will be denied. The applicant could proceed with the approved 62 lot development utilizing the "RS-18" Zoning.

Planning Conditions:

1. Staff recommends the developer institute a fence template for the properties along Billy

Maher Road.

2. The applicant shall put a fence and landscape plate along the north property line.
3. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
4. The applicant shall include a tree survey with a tree table.
5. The applicant shall include a landscape plan for the common open spaces.
6. If the proposed setbacks for the PD are approved by the Planning Commission, then the applicant shall add the following restrictions to the final plat:
 - 8,000-square feet minimum lot size
 - 65-feet minimum lot width at the front building setback line.
7. The applicant will need to add a note to the plat to deny driveway access to Billy Maher for Lots 1, 2, 3, 4, 58, 59, and 94.
8. A note shall be added to the plat stating that the Stelling Planned Development requires a homeowner's association to be formed to maintain all common amenities, landscaping, subdivision fence, subdivision sign, and other features.
9. Ownership and maintenance responsibilities of Common Open Space B shall be listed on the Plat.
10. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
11. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
12. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
13. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
14. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

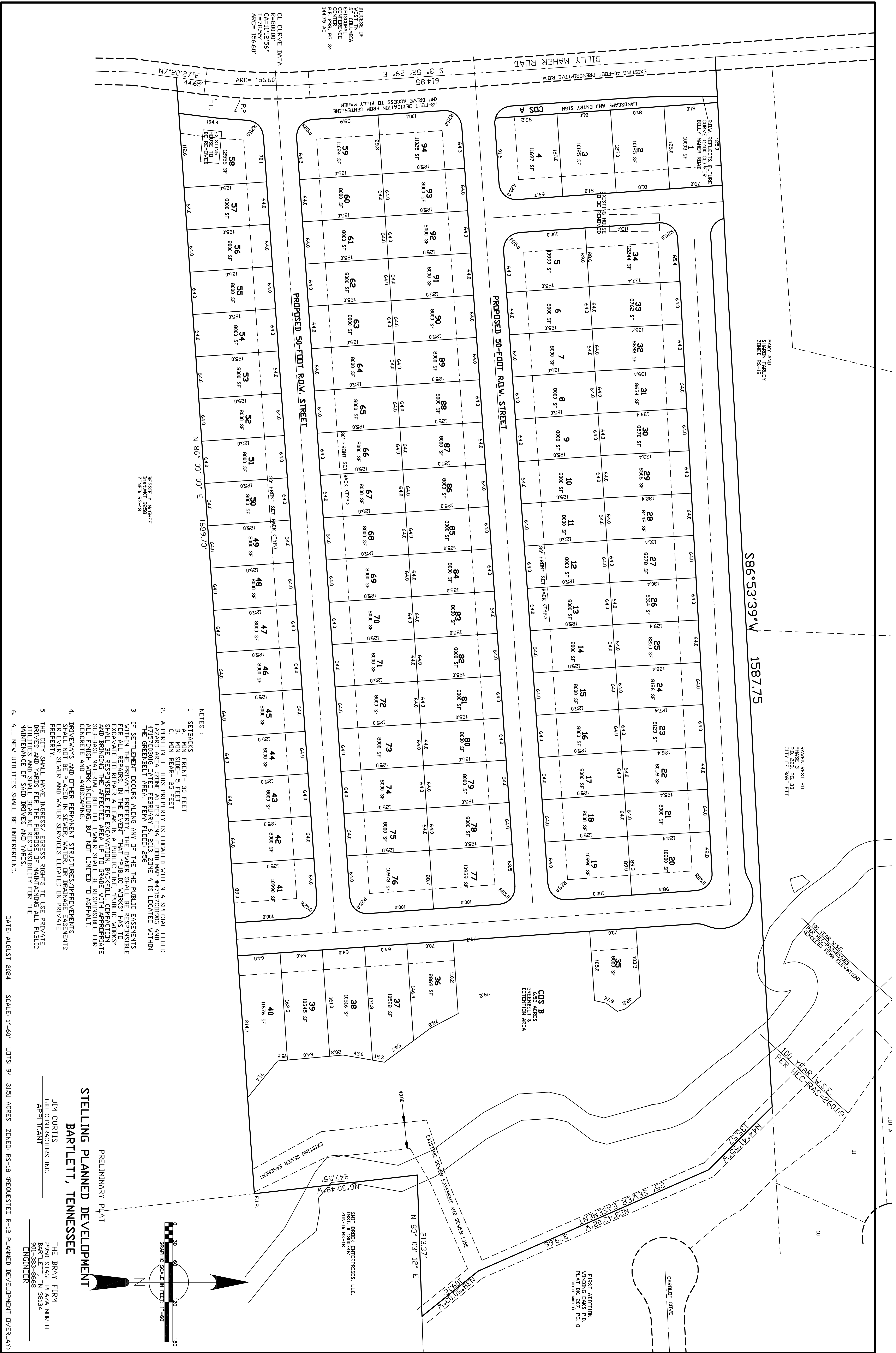
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Planned Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road, incorporating the above listed conditions, is approved.

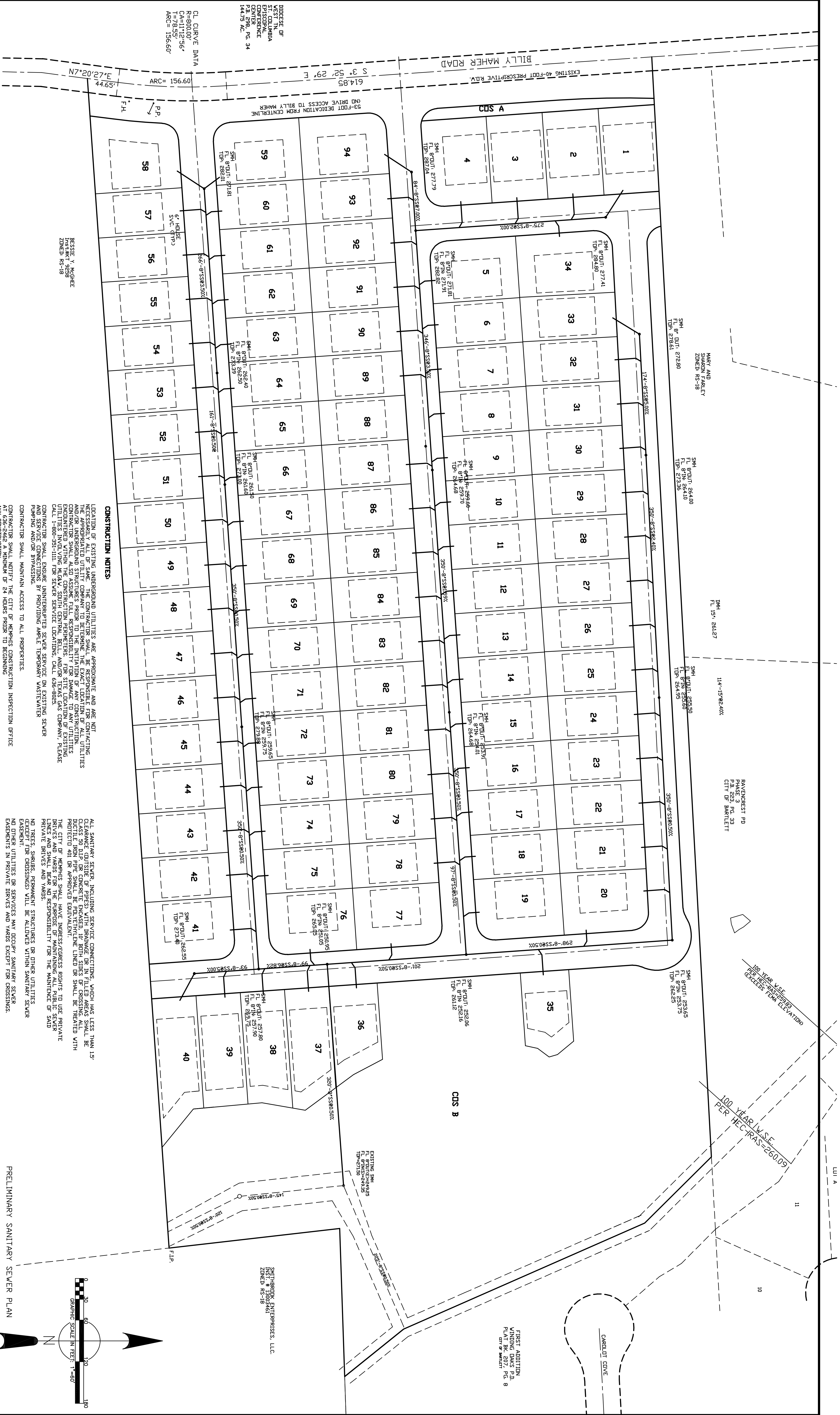
ADOPTED THIS 26th DAY OF NOVEMBER, 2024.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk





CL. CURVE DATA
R=800.00'
CA=112.56°
CB=135.52°
ARC=156.60'

DIRECTOR OF
STANDARD
ENGINEERING
CONFERENCE
P.B. 298, PG. 34
144.75 AC

CONSTRUCTION NOTES:

LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE NOT NECESSARILY ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF MEMPHIS TO OBTAIN THE LOCATION OF ALL EXISTING UTILITIES AND/OR UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY CONSTRUCTION. THE CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITIES OR STRUCTURES DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND/OR APPROVALS FROM THE CITY OF MEMPHIS AND/OR THE STATE OF TENNESSEE. THE CONTRACTOR SHALL ENSURE UNINTERRUPTED SEWER SERVICE ON EXISTING SEWER AND SERVICE CONNECTIONS BY PROVIDING ADEQUATE TEMPORARY WASTEWATER PUMPING AND/OR BYPASSING.

CONTRACTOR SHALL NOTIFY THE CITY OF MEMPHIS CONSTRUCTION INSPECTION OFFICE AT LEAST 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.

ALL AREAS IN CUT OR FILL WHERE VEGETATION HAS BEEN REMOVED SHALL BE SEEDED, MULCHED, FERTILIZED, AND/OR SOILED AS REQUIRED TO PREVENT EROSION.

THE CONTRACTOR SHALL VERIFY EXISTING DATA AND REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.

ALL SANITARY SEWER TO BE CONSTRUCTED AS PER CITY OF MEMPHIS STANDARD SPECIFICATIONS. ALL SANITARY SEWER SHALL BE INSTALLED AS PER CITY OF MEMPHIS STANDARD SPECIFICATIONS.

ALL SEWER MANHOLE LIDS IN OPEN AREAS ARE TO BE CONSTRUCTED 1.5' ABOVE INITIAL GRADE. ALL SEWER MANHOLE LIDS ARE TO BE 1.5' ABOVE INITIAL GRADE.

ALL SANITARY SEWER, INCLUDING SERVICE CONNECTIONS, WHICH HAS LESS THAN 15' CLEARANCE (OUTSIDE OF PIPES) WITH DRAINAGE OR IN FILLED AREAS SHALL BE CLASS 300 PIPE OR CLOUSE BE ENCASED IN BOTH SIDES OF CROSSING. ALL BE DRAINAGE PIPES SHALL BE PROTECTED WITH 40" OR APPROVED EQUIVALENT. THE CITY OF MEMPHIS SHALL HAVE INGRESS/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC SEWER LINES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.

NO TREES, SHRUBS, PERMANENT STRUCTURES OR OTHER UTILITIES, EASEMENTS OR CROSSINGS WILL BE ALLOWED WITHIN SANITARY SEWER EASEMENTS IN PRIVATE DRIVES AND YARDS EXCEPT FOR CROSSINGS.

ALL SANITARY SEWER MANHOLE LIDS IN REVERSE CURVE STREETS ALLEYS OR DRIVES (PUBLIC OR PRIVATE) SHALL BE PROVIDED WITH GASKETS AND PLUGS FOR "POCK HOLES" TO PREVENT DRAINAGE INFLOW INTO SEWER SYSTEM.

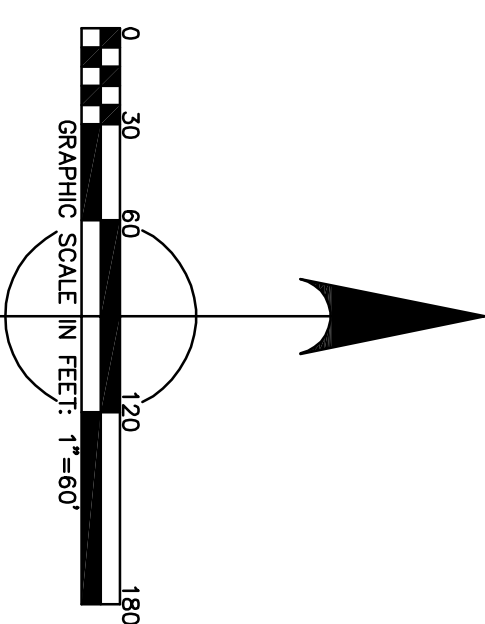
THE CONTRACTOR SHALL PROVIDE ADEQUATE AND EFFECTIVE EROSION CONTROL AS NECESSARY TO PREVENT ANY SITUATION INTO EXISTING DRAINAGE SYSTEM AND/OR ADJACENT PROPERTIES.

PRELIMINARY SANITARY SEWER PLAN
STELLING PLANNED DEVELOPMENT
BARTLETT, TENNESSEE

JIM CURTIS
GBI CONTRACTORS INC.
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

SMITHGROUP ENTERPRISES, LLC.
P.B. 13003461
ZONED RS-18



DATE: AUGUST 2024

SCALE: 1"=60'

LOTS: 94

31.51 ACRES

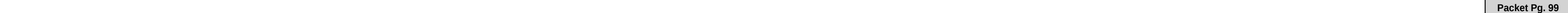
ZONED RS-18

(REQUESTED R-12 PLANNED DEVELOPMENT OVERLAY)

FIRST ADDITION
WINDING OAKS P.D.
PLAT BK. 207, PG. 8
CITY OF BARTLETT

100 YEAR USE
PER REC-RAS-2600
GRADE'S TBM ELEVATION

100 YEAR USE
PER REC-RAS-2600
GRADE'S TBM ELEVATION





PRELIMINARY GRADING PLAN

BARTLETT, TENNESSEE

JIM CURTIS
GBI CONTRACTORS INC.
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
601.399.0700

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

5. THE CITY SHALL HAVE INGRESS/ EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.

6. ALL NEW UTILITIES SHALL BE UNDERGROUND.

6. ALL NEW UTILITIES SHALL BE UNDERGROUND

DATE: AUGUST 2024

SCALE: 1"=60'

ZONED: RS-18 (REQU

R-12 PLANNED DEVELOPMENT OVERLAY)

Lot A

11

10

RAVENCREST PD
P.B. 223, PG. 33
CITY OF BARTLETT

MARY AND
SHARON FARLEY
ZONED RS-18

100 YEAR WISE
PER HEC-RAS-26000
6000
100 YEAR WISE
PER HEC-RAS-26000

CAREY OT COVE

FIRST ADDITION
VANDING DAVIS P.L.
PLAT BK. 207, PG. 8
CITY OF BARTLETT

BILLY MAHER ROAD
EXISTING 40-FOOT PRESCRIPTIVE D.W.

DIOCESSE OF
ST. LOUIS
EPISCOPAL
CONFERENCE
P.B. 298, PG. 34
144.75 AC.

C. CURVE DATA
R=800.00'
CA=112.56'
EA=83.52'
ARC=156.60'

N7°20'27"E
44.265'
F.H.

AREA OF TREES
TO BE PRESERVED

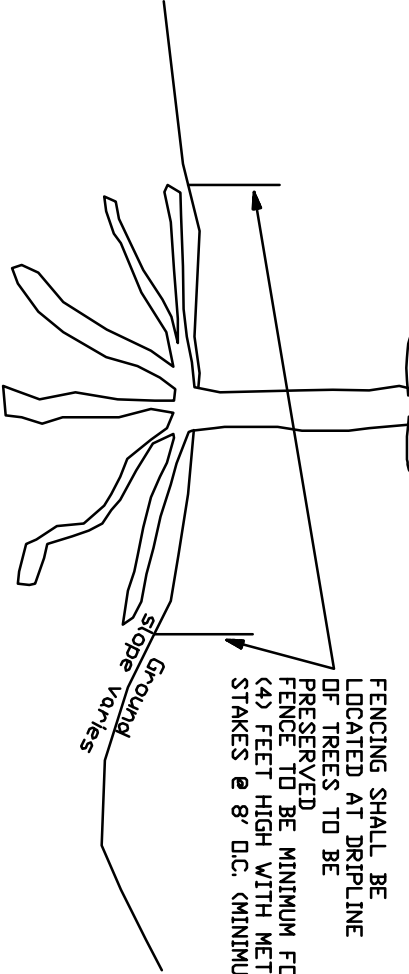
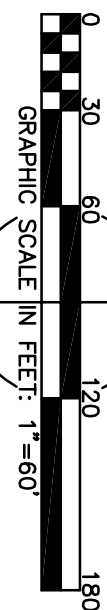
BESSIE V. MCGRUE
P.B. 187, PG. 18
ZONED RS-18

NOTES: NO CONSTRUCTION ACTIVITY OF ANY KIND
MAY COMMENCE UNTIL PROTECTIVE FENCING HAS
BEEN PLACED AROUND AREAS TO BE PRESERVED.
NO HEAVY EQUIPMENT SHALL BE ALLOWED WITHIN
PRESERVED AREAS. EXISTING AND PROPOSED PARKING
STORAGE, DUMPING OR CLEANING SHALL BE AVOIDED WITHIN
THE ROOT PROTECTION ZONES. ALL WORK WITHIN
AREAS OF TREES TO BE PRESERVED SHALL BE DONE ONLY
AFTER NOTICE HAS BEEN PROVIDED TO CITY OF BARTLETT
CONSTRUCTION INSPECTION OFFICE.
TREE FENCING TO BE INSTALLED PRIOR TO
COMMENCEMENT OF CONSTRUCTION

PRELIMINARY TREE PROTECTION PLAN
**STELLING PLANNED DEVELOPMENT
BARTLETT, TENNESSEE**

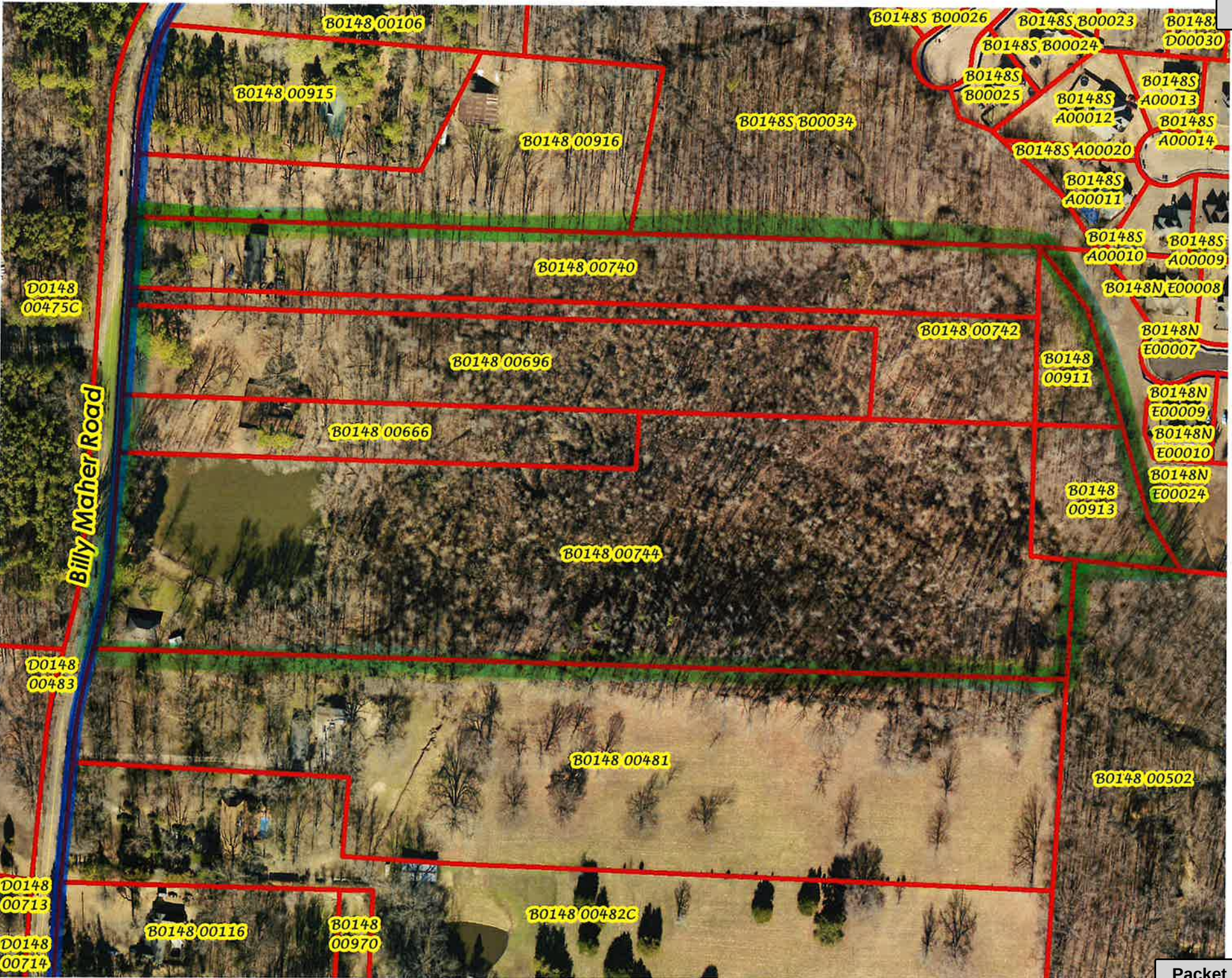
JIM CURTIS
GBI CONTRACTORS INC.
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER



LOCATION OF ORANGE PROTECTIVE FENCING
N.T.S.

DATE: AUGUST 2024 SCALE: 1"=60' LOTS: 94 31.51 ACRES ZONED RS-18 (REQUESTED R-12 PLANNED DEVELOPMENT OVERLAY)



Attachment: Parcel Map (3665 : Set a public hearing for Res. 36-24 Stelling PD)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3666)

Meeting: 10/22/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3666

Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road.

WHEREAS, an application has been received to rezone property described herein from "RS-18" Single Family Residential to "RS-12" Single Family Residential; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 7th day of October 2024, and notice thereof published in *The Bartlett Express*, and made a favorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 26th day of November 2024, 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 1. The property described as follows is hereby rezoned from "RS-18" to "RS-12":

Being a description of the Thomas Stelling, et.al. Tracts as recorded by Z4 4730, 13012665, 13012666, & AR 9281 in the Registers Office of Shelby County, Tennessee. Property located in Bartlett, Shelby County, Tennessee and more particularly described as follows:

Beginning at a point being the northwest corner of First Addition, Winding Oaks P.D. as recorded by P.B. 207, PG 8; thence along the north line of the said Stelling tracts, the south line of Ravencrest P.D., Ph. 3 (P.B. 223, PG 33) and the south line of the Farley Property S86°53'39"W a distance of 1587.75 feet to a point in the centerline of Billy Maher; thence S03°52'29"E along said Billy Maher Road a distance of 614.85; thence along a curve to the right having a radius of 800.00 feet and an arc length of 156.60 feet; thence continuing along the centerline of Billy Maher Road S07°20'27"W a distance of 44.65 feet to a point; thence along the north line of the Bessie Y. McGhee property, Instrument Number KT-9258 N86°00'00"E a distance of 1689.73 feet to a point; thence N06°30'48"W a distance of 247.55 feet to a point; thence N83°03'12"E a distance of 213.37 feet to a point in said west line of Winding Oaks then along said west line the following courses: N38°50'03"W a distance of 109.12 feet to a point; thence N23°43'02"W a distance of 379.66 feet to a point; thence N44°41'55"W a distance of 135.57 feet to the Point of Beginning and containing 31.51 acres of land.

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 22, 2024

Second Reading: November 12, 2024

Third Reading: November 26, 2024

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Bartlett Planning Commission Application for Rezoning

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

Requested Zoning RS-12
Property Address 4570 BILLY MAHER RD.
Present Zoning RS-18
Owner/Developer Contact JIM CORTIS - GBI CONTRACTING Phone 901.351.5375
MARC STOLLING Fax _____
Company Name _____
Address 4570 BILLY MAHER RD.
Architect Contact _____ Phone _____
Company Name _____ Fax _____
Address _____
Engineer Contact DAVID BLAY Phone 901.383.8668
Company Name THE BLAY FIRM Fax _____
Address 2950 STAGE PLAZA N. BARTLETT, 38134

Submitted by DAVID BLAY (printed name) [Signature] (signature) 09.03.24 (date)
Email Address dgray@connect.com Phone 901.383.8668 Fax _____

- dyb Attach a checked-off "Rezoning Checklist" and all items required therein.
dyb Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
dyb Provide 18-folded ($\pm 10'' \times 13''$) sets of plans with a copy of the signed application attached to each set.
dyb Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
dyb Include a fee with this application (check payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$100 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

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

(print name)

(signature)

(date)

RECEIVED

SEP 03 2024

CITY OF BARTLETT

THE BRAY FIRM
LAND DEVELOPMENT
SERVICES

Telephone 901-383-8668

2950 Stage Plaza North
Bartlett, Tennessee 38134

September 3, 2024

Sam Harris
Senior Planner
City of Bartlett
Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Stelling Planned Development
Request zoning change from RS-18 to RS-12
Bartlett, Tennessee

Mr. Harris:

Per this letter, we are requesting rezoning of the 31+- acres identified as 4570 Billy Maher Road from RS-18 to RS-12. As you will recall, a previous application was submitted on this property conforming to the density of the RS-18 zoning district. However, the site development projections did not allow that plan to move forward to construction. The owner, Mark Stelling, and the applicant, Jim Curtis (GBI Contracting) are trying to find a viable option to develop this tract and bring new single family residences to the northwest portion of Bartlett. We believe that with the new masterplan (submitted concurrently) and the requested change in zoning this will be a viable project and an asset to this area of Bartlett.

Thank you for considering this request. If you have any questions or need any additional information, please contact me.

Sincerely,


David Gean Bray, P.E.

RECEIVED

SEP 03 2024

CITY OF BARTLETT

Attachment: Stelling PD Rezoning (3666 : Ord. 24-10 Rezone Property on Billy Maher Rd)

Stelling Manor PD

Proposed General Sub Requirements & Restrictions

Date: September 30, 2024

Subject: 94 Single Family Building Lots, 31.51 acres.

Location: 4570 Billy Maher Rd. Bartlett.

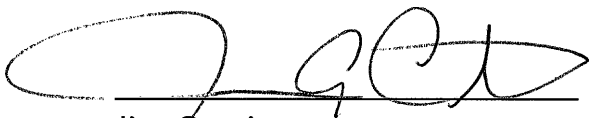
HOA: PD governed by Homeowner Association, to own/maintain all common areas and amenities. Including landscaping, fencing signage, etc.

Architectural Review/Requirements: An Architectural Review Committee will be in place to approve all house plans, to include design style, building materials, color selections, etc. Approval must be given prior to start of construction, and/or improvements after construction. All fencing must have approval prior to installation.

Design Requirements: 2,000 sf minimum heated/1,850 sf ground floor min heated. 2 car garage min - 3 car max. Architectural/dimensional type roofing shingle. 80% brick/stone (front elevation to be all brick/stone). Wood Clad or Vinyl windows (no aluminum). All garage doors to be carriage style, garage coach lights, roof vents painted. Yards to be professionally landscaped and fully sodded.

Other; No direct access from Billy Maher rd. to any lot. Subdivision entrance sign to be professional designed and have electricity & irrigation. Fencing along Billy Maher rd. on common area at lots 1 -4.

Other general and typical subdivision requirements and restrictions as found on single family residential Planned Developments.



Jim Curtis
GBI Contractors

Attachment: stelling letter (3666 : Ord. 24-10 Rezone Property on Billy Maher Rd)