



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 11, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Carey Kerr, Temple of Praise Community Worship Center

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 13 at 7 p.m.

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

BPACC Advisory Board, October 18 at 6 p.m.

Bartlett Arts Council, October 18 at 6:30 p.m.

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

Bartlett Board of Education Work Session, October 20 at 7 p.m.

RECOGNITIONS

Appreciation of Mick Wright for funds raised toward Bartlett First Responders Monument

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 27, 2016 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2. (Terry Emerick, Director of Planning and Economic Development)

CONSENT AGENDA

- I Special event permit for Donate Life 5K Run in memory of Ashlyn Elizabeth Perritt. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, October 22 from 8:30 a.m. to 1 p.m. at Faith Baptist Church.

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

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

3 Bid for two Ford Explorers. (Terry Wiggins, Fire Chief)

Recommend accepting the lowest bid from AutoNation Ford of Memphis at a cost of \$29,157.72 each with a total cost of \$58,315.44. Funds are available in Account 311.48311.785.25717.

4 Amend Bartlett Villa subdivision contract. (Rick McClanahan, Director of Engineering)

Change the developer's name to Bartlett & Stage from Diversified Partners. The Board approved this contract at its September 27, 2016 meeting. The balance of the contract remains unchanged.

5 Water contract for Pizza Social. (Rick McClanahan, Director of Engineering)

The developer, J.J. Brothers, LLC, will pay \$6,530.40 In City fees. The bond is set at \$14,710.00.

6 Presentation of Debt Obligation Form Related to General Obligation Refunding and Improvement Bonds, Series 2016. (Dick Phebus, Director of Finance)

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Refunding and Improvement Bonds, Series 2016. The attached form reflects the \$6,550,000 bond approved on August 9, 2016.

7 Planning Commission Report for September 2016. (Terry Emerick, Director of Planning and Economic Development)

8 Planning Commission Report for October 2016. (Terry Emerick, Director of Planning and Economic Development)

NEW BUSINESS

- I **Resolution 45-16, a resolution to accept Bulletproof Vest Partnership Grant from the U.S. Department of Justice Fiscal Year 2017 Programs in the amount of \$4,792 and to amend the Fiscal Year 2017 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 27, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mike Barber, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, October 3 at 6 p.m.

Planning Commission, October 3 at 7 p.m.

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

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

Bartlett Historical Society, October 10 at 7 p.m.

RECOGNITIONS

Proclamation honoring David Stephens as Tennessee Superintendent of the Year

Mayor McDonald proclaimed September 27, 2016 as David Stephens Day in Bartlett in honor of Dr. Stephens being named Tennessee's Superintendent of the Year.

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

MINUTES ACCEPTANCE

Minutes of the September 13, 2016 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Sep 27, 2016 7:00 PM (MINUTES ACCEPTANCE)

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

PUBLIC HEARING

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

- I. Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2.

In favor:

Harold Adams, 8701 Stony Glen Drive, spoke against this development the last time the Board held a public hearing regarding it. He said he has changed his mind because he would prefer the property to be developed. Since development stopped in the middle years ago, there is now overgrowth and people ride all-terrain vehicles through the property in the middle of the night. Mr. Adams believes the proposal looks good and appreciates that the units will be one story. Chintankumar Patel, 8745 Stony Glen Drive, has seen a lot of negative activity happening on this undeveloped property. He knows the City will require the proposed development to be maintained, so he is not concerned about it moving forward.

In opposition:

James Harper, 8728 Stony Glen Drive, said while he is in favor of the property being developed, he is concerned about allowing rental units. Mr. Harper believes that rental units will decrease his property values. He said if the proposed development is so good, why the developers need a rental option.

Benjamin Gilliam, 8749 Sterland Circle, said he also believes the proposed development looks good, but is concerned about rental options. He said renters have a different mindset, and he does not want rental property in his backyard.

The public hearing adjourned at 7:31 p.m.

UNFINISHED BUSINESS

- I. **Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick explained that this is a single-family residential planned development that is adjacent to Lakeside Behavioral hospital, an industrial area, and apartments and single family houses. The developer is proposing 62- single family units set in quad structures. The plan was originally approved in Shelby County prior to the area being annexed.

In December 2005, the Planning Commission approved the Brunswick Village at Wolfchase Planned Development as presented, which had a Phase 1 of detached single-family housing, a Phase 2 of quad plexes allowed under the City's Townhouse (TH) zoning, and had an owner-occupied only requirement.

After the housing market collapsed in 2008, the property, that had already had infrastructure installed, went into bankruptcy. A new owner/developer has brought the development plan back to the Planning Commission and Board of Mayor and Aldermen.

The applicant would like to proceed with the original plan of quad plexes, but asked the Planning Commission to waive the requirement for owner occupancy. The Planning Commission recommended approval of the development, but kept the requirement for owner-occupied units.

Mayor McDonald stated that the developer asked for other changes in addition to the owner-occupancy issue. There were requests regarding the pool, clubhouse, and fencing. The only issue before the Board tonight is the requirement of owner-occupied units. The new plan removed the clubhouse and pool with the possibility of building a patio with outdoor kitchen in that area.

Paul Ryan, Regency Homes developer, spoke on behalf of the project. He acknowledged that the original plan did include a clubhouse and pool. The new proposal includes a clubhouse, patio and outdoor kitchen. He wasn't certain if the pool was a requirement or a permitted use under the original plan. Mr. Ryan noted that the perimeter fence serves little purpose due to the height elevation between the development and the adjacent neighborhood.

Mr. Ryan delivered information packets, containing proposed floor plans and building materials, for the Board members prior to the meeting. He stated the development would be a condominium complex with all landscaping and shared spaces maintained by the condo association. He said Regency Homes has no rental property, which he believes is a good indication that the company's focus is to sell homes, not rent. Mr. Ryan explained that the request to allow rental units stems from the recent housing market collapse and how quickly market conditions can change. If the housing market changes or mortgage interest rates increase, Regency would like the option to rent units until market conditions are more favorable to selling. He proposed a limit of 25 percent rental units, which would be a total of 15 units.

Mayor McDonald noted that the conditions added to the original plan include the option to remove the pool and place it with an outdoor kitchen, installing a six-foot tall privacy fence along the west property line, and removing the internal connector walkways, but installing internal ADA-compliant pedestrian walkways. The Planning Commission included the recommendation that units be required to be owner-occupied. He suggested that this resolution be tabled until the October 25 Board of Mayor and Aldermen meeting because the 25 percent rental limit was not presented to the Planning Commission, and the Board needs time to study it.

Mr. Ryan asked if another public hearing would be held at the next meeting, and the Mayor said no.

RESULT:	TABLED [UNANIMOUS]	Next: 10/11/2016 7:00 PM
MOVER:	Bobby Simmons, Alderman	
SECONDER:	David Parsons, Alderman	
AYES:	Elliott, Parsons, Simmons, Sedgwick	

CONSENT AGENDA

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

I Special event permit for New Hope Christian Church fall festival. (Jim Brown, Director of Code Enforcement)

The event will be held on Sunday, October 23 from 3 to 6 at New Hope Christian Church.

- 2 Bid for Bartlett City Hall Audio Visual Equipment and Installation. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Audio Communications Consultants, Inc. in the amount of \$119,337.00, plus a contingency amount of \$10,000.00 for a cost of \$129,337.00.
Ross Witt, PLLC has submitted a fee of \$1,865.00 for the Construction Management of this project. Total cost is \$131,202.00. Funds are available in Account 311.48311.780.1016.
- 3 Proposal for land survey for Old Brownsville Road sewer improvements. (Rick McClanahan, Director of Engineering)**
Recommend accepting proposal from Fisher & Arnold in the amount of \$24,020, plus a contingency amount of \$980, for a total cost of \$25,000. Fisher & Arnold will complete a land survey in preparation of sanitary sewer improvements north of Old Brownsville Road and east of Old Covington Pike. Funds are available in Account 312.48312.772.81151.
- 4 Contract for final design to lower hill east of Ellis and New Brunswick intersection. (Rick McClanahan, Director of Engineering)**
Recommend awarding the design contract to The Pickering Firm in the amount of \$11,487.88. Funds are available in Account 311.48311.772.452.
- 5 Authorization to purchase Right-of-Ways for Ellis and Old Brownsville Road projects. (Rick McClanahan, Director of Engineering)**
Request approval to purchase two right-of-way tracts for a total of \$32,326.00. Funds are available in Accounts 311.48311.770.452 and 311.48311.770.422.
- 6 Site Plan Contract for Olympus Service and Distribution Center. (Rick McClanahan, Director of Engineering)**
The Developer, Olympus America Inc. will pay \$44,376.15 in City fees. The bond is set at \$450,989.00.
- 7 Subdivision Contract for Bartlett Villa. (Rick McClanahan, Director of Engineering)**
The Developer, Diversified Partners, LLC will pay \$11,951.50 in City fees. The bond is set at \$13,200.00.

NEW BUSINESS

- I Resolution 42-16, a Resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett Tax Rolls. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that this resolution will write off \$21,013.12 in uncollectible property taxes.

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

2 Resolution 43-16, a resolution to amend the Fiscal Year 2016-2017 General Purpose School Fund Budget of the Bartlett City Board of Education. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution includes two resolutions passed by the Bartlett City Board of Education for a total of \$798,300 to be used for teachers, substitute teachers, supplies, and other personnel.

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

3 Resolution 44-16, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution will amend the Bartlett City Schools Capital budget by \$315,000.

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

OPEN DISCUSSION

Alderman Elliott announced that the Bartlett First Responders Committee is selling 2017 Calendars for \$10.

Debbie Gelineau, Director of Community Relations, invited the public to the Fall Festival this weekend. She said there would be a World Championship-sanctioned barbecue contest with 26 teams, as well as the Beards for Bartlett contest.

Mayor McDonald announced the inaugural Freeman Marr Panther Pride 5K. Alderman Simmons said entry is \$25 before race day and \$30 the day of. All proceeds will go to Bartlett High athletics program.

Shirley Jackson, 6127 Yorkhill, complained that people were allowed to stand in intersections to solicit. Mayor McDonald agreed that this needs to be addressed.

ADJOURNMENT

Meeting adjourned at 7:49 p.m.

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

A. Keith McDonald
Mayor



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

TABLED

RESOLUTION (ID # 1927)

Meeting: 10/11/16 07:00 PM

Department: Planning and Economic Development

Category: Public Hearing

Prepared By: Stefanie McGee

Initiator: Terry Emerick

Sponsors:

DOC ID: 1927

Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2.

WHEREAS, an application has been made for amendments to the Planned Development for Brunswick Village at Wolfchase P.D., Phase 2 Area B, Revision 2, located west of Brunswick Rd on the Southside of Ladurl.

WHEREAS, the Planning Commission reviewed the proposed amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2 on June 6, 2016 in accordance with their regulations and recommended APPROVAL of the amendments to the Planned Development with the exception of the requirement for the fence on the west side will remain as well as the "Owner Occupied" requirement will remain; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on September 27, 2016 and approved the amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2, located to the west of Brunswick Road on the Southside of Ladurl, subject to the following conditions:

Engineering Conditions:

Following are the engineering conditions for this project. Some of these are from the Planning Commission Meeting on December 5, 2005:

General:

1. A residential contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review. This contract will address the fees and bond associated with this development.
2. If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
3. All new utilities shall be underground.
4. 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 year storms.
5. The water, sewer, and drainage lines were installed by the previous developer.
6. The sewer line was plugged near Ladurl Street. All sewer lines and sewer manholes shall be cleaned and tested. Once this has been accomplished, the plug near Ladurl Street will be removed.
7. The drainage lines and structures shall be cleaned and tested prior to acceptance.
8. All of the water lines shall be flushed and bacteriologically tested prior to acceptance.
9. An as-built water plan is on file at the City of Bartlett Engineering Department. If no changes to the layout are needed, this as-built plan should be sufficient.

10. The engineer shall verify the bottom elevations of all the ponds to determine how much silt has been deposited. This was not done as a part of the existing as-built drainage plans.
11. The owner/engineer must submit a SWPPP to TDEC and acquire a Notice of Coverage (NOC).
12. Street signs shall be blue to designate the private streets.
13. Both turnarounds will require a complete 40' asphalt radius. This is the same as in any cove and must be sized for emergency vehicles.
14. Any dead or missing trees, bushes shall be replaced.
15. No Parking signs shall be posted all along the private roads and access drives throughout this phase. The fire department requires this as the roads are narrow and the buildings are too close to the roads for any other alternative.
16. No units shall have direct vehicle access to Ladurl Dr.
17. The Homeowners Association bylaws must be recorded. Submit a copy of these to Planning and Engineering for review prior to recording.
18. All drainage within this phase is private.
19. Both drainage and sewer have been extended to the future phase 3 area.
20. The Site Plan shall show all the amenities being provided at this site: sidewalks, trash pickup locations, walking trail, parking spaces, benches, gazebos, etc.
21. Developer shall repair any damaged sidewalk along Ladurl Dr.
22. Construct pads for the garbage pickup in front of units.
23. A TDEC LOC will be required.
24. The plans shall be revised to reflect any changes that are proposed and accepted and to update the developer and or engineer's names. All revisions will require approval.
25. Any failures in the private streets shall be promptly repaired by the developer prior to any issuance of building permits.

Planning Conditions:

1. Staff recommends that the requirements for the Townhouses be recorded on the plat as "Conditions" so that they can be enforced when needed.
 - a. The minimum heated floor area per unit is 1,600 square feet;
 - b. Each unit shall have a two car garage;
 - c. The front elevations for each unit shall have a minimum of 75 percent brick;
 - d. The side and rear elevations of each unit shall have a minimum of 50 percent brick;
 - e. Vinyl windows shall be installed on all units;
 - f. Dimensional 25 year roof shingles shall be installed on all units;
 - g. Gutters and downspouts shall be installed on all units; and,
 - h. All exterior building maintenance, common areas, and private drives shall be the responsibility of the condominium association.
2. Staff recommends that all roof shingles match in both color and style.
3. Staff recommends that sidewalk/walkways be added to the responsibilities of the condominium association.

Additional Conditions:

1. Option to remove the pool requirement and replace it with an outdoor kitchen next to the clubhouse.
2. Six-foot tall privacy fence will be installed along the west property line where no pond exists.
3. Internal connector walkways will be removed but internal pedestrian walkways along both sides of the private driveway systems will be installed which are to be ADA accessible.

WHEREAS, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2 should be approved with the exception that the requirement for the fence on the west side will remain where there is no pond and the “Owner Occupied” requirement will remain in the conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the amendments to the Planned Development for Brunswick Village at Wolfchase, Phase 2, located on the west side of Ladurl on the south side of Brunswick Rd., incorporating the above listed conditions, are approved as stated above.

ADOPTED THIS 27th DAY OF SEPTEMBER, 2016.

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

A. Keith McDonald, Mayor

Attest:_____

Stefanie McGee, City Clerk

HISTORY:

09/27/16 Board of Mayor and Aldermen **TABLED**

Next: 10/11/16

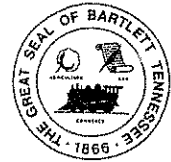
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/11/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

**Special event permit for Donate Life 5K Run in memory of
Ashlyn Elizabeth Perritt.**



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

3755 N Germantown Rd 38133
 Address Zip Code
10/22/16 8:30-1pm
 Dates of the Event Hours of the Event
5k fundraiser
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Faith Baptist Church
 Property Owner
Amy Perritt 7565 Forrest Shadow Ln Arl, TN 38137
 Special Event Permit Applicant Address of Applicant
901-574-8103
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
64.00 Total

Amy Perritt 9/26/16
 Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Donate Life 5K in Memory of Ashlyn Elizabeth Perri
 Location: 3755 N. Germantown Rd Bartlett, TN 38133
 Dates: 10/22/16

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1				<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				<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		OK		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		OK		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		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		OK		<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		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		OK		<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		OK		<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.	Amy Perritt
30				Names and address of the owner of the premises on which the proposed event is to be held.	Faith Baptist 3755 N Gibson Rd
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.	Church parking lot
33				Date of the proposed event.	10/22/16
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.	5K all donations to Mid-South Transplant Foundation
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.	



Amy Perritt <amydalep@gmail.com>

5-k
1 message

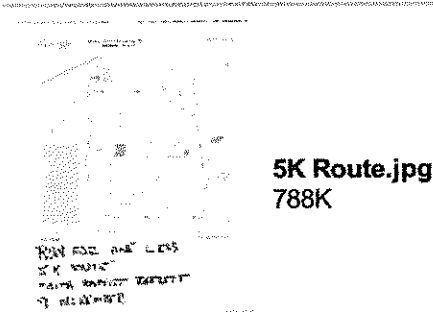
Warren Knabb <warrenk@myfaithbaptist.org>
To: amydalep@gmail.com

Fri, Sep 23, 2016 at 2:29 PM

Amy

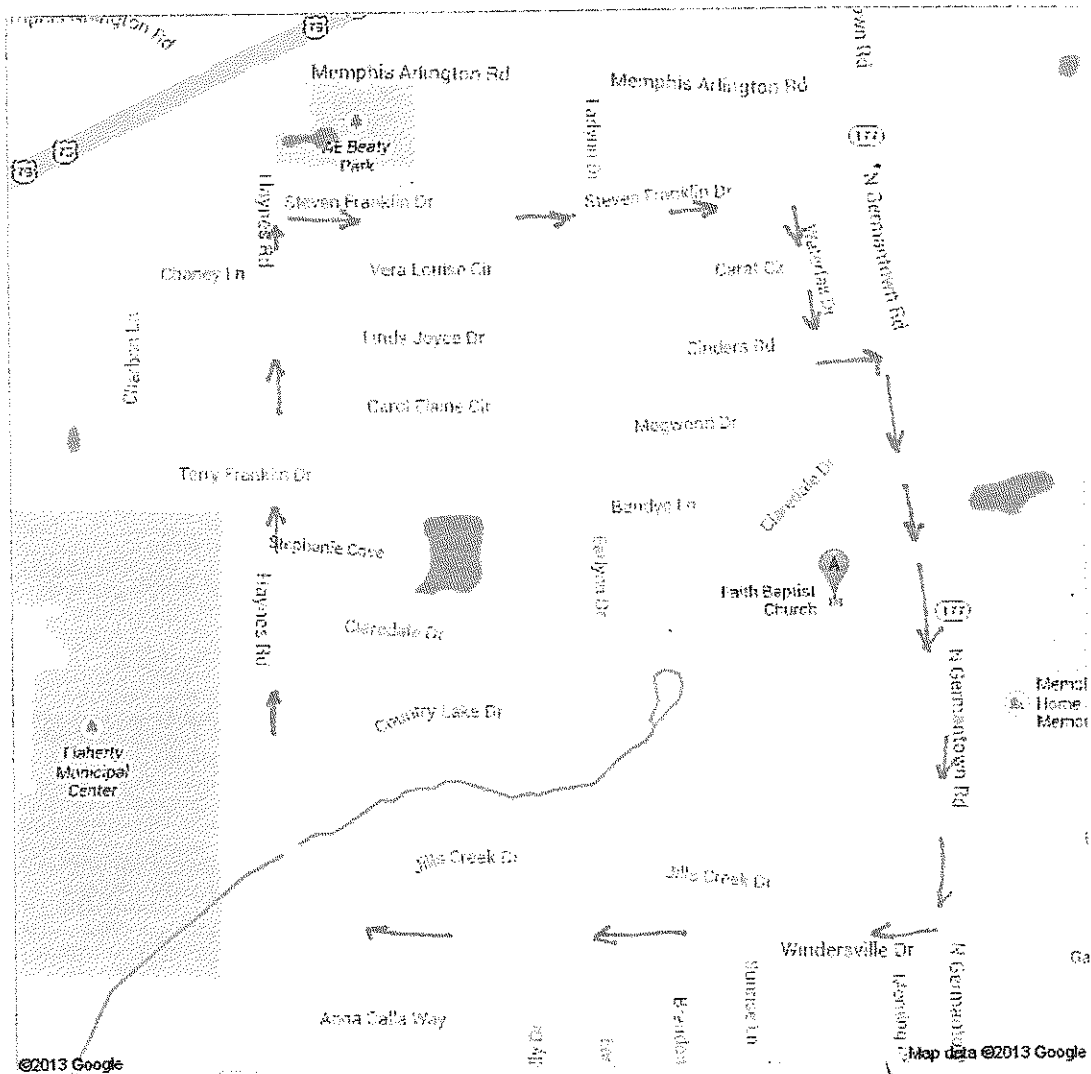
Your organization has permission to start and finish a 5-k of Faith Baptist Church Parking lot

Warren Knabb
Director of Operations
Faith Baptist Bartlett
531-6840 office 674-8800 cell



Attachment: DONATE LIFE 5K RUN IN MEMORY OF ASHLYN ELIZABETH PERRITT-2016 (1929 : Donate Life 5K Run)

https://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q...



~~RUN FOR ONE LESS
S K ROUTE
FAITH BAPTIST BARTLETT
9 NOVEMBER~~

Laura Jenkins

From: J.J. Leatherwood
Sent: Monday, October 03, 2016 8:59 AM
To: Laura Jenkins
Cc: Jeff Cox
Subject: 5k @ Faith Baptist

I am aware of the course of
this 5k and we have the appropriate amount of officers available to handle the traffic.

Thank you,

Lieutenant J.J. Leatherwood
Patrol Division
Bartlett Police Department
3730 Appling road
Bartlett, TN 38133
901-734-6614 (cell)
901-385-5505 (fax)

DONATE LIFE 5K



IN MEMORY OF
ASHLYN ELIZABETH PERRITT

Attachment: DONATE LIFE 5K RUN IN MEMORY OF ASHLYN ELIZABETH PERRITT-2016 (1929 : Donate Life 5K Run)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/

09/29/2016

6.1.a

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 Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002	CONTACT NAME: Ken Brady	FAX (A/C, No): 901-867-8998
	PHONE (A/C, No, Ext): 901-867-7171	E-MAIL ADDRESS: ken@calcig.com
INSURED Faith Baptist Church 3755 N Germantown Rd Bartlett TN 38133	INSURER(S) AFFORDING COVERAGE	
	INSURER A: First Non Profit Insurance Co	
	INSURER B: Bridgefield Casualty Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:	Y	NPP1008596	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ COMP ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ COLL	Y	NCA1008597 Comprehensive and Collision deductibles are \$1,000	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy Dam \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	NMB1008598	01/01/2016	01/01/2017	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	196-33868	01/01/2016	01/01/2017	☒ 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)

5 K Run and Walk Event November 2016

5 K Run and Walk event October 2016

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett
Office of Code Enforcement
6382 Stage Rd
Bartlett TN 38134

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

AUTHORIZED REPRESENTATIVE

General Partner

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Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/11/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to auction surplus property.

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.

Department	Year	Make/Model	Color	Vehicle ID#
Police	2007	Dodge Charger	White	2B3KA43H67H797487
Police	1995	Lexus SC400	Green	JT8UZ30C2S0044036
Police	1999	Mitsubishi Diamanta	Green	6MMAP47PXXT000208
Police	2003	Nissan Altima	Maroon	1N4AL11E13C202821
Police	1998	Chevy Silverado	Maroon	1GCEC14M1WZ143396
Police	1996	Ford Explorer	Green	1FMDU34X1TUA58304
Police	2005	VW GTI	Black	9BWDE61JX54027239
Police	2002	Pontiac Grand Prix	Maroon	1G2WK52J82F163183
Police	1997	Ford Expedition	Green	1FMEU18W8VLC23736
Police	2001	GMC Yukon	Red	1GKEK13T41R143837
Police	2001	Volvo S80T6	Green	YVITS90D311206952
Police		Samick Electric Guitar	Red	4111739
Police		Ryobi Table Saw RTS10		GW141528469
Police		Wilson Golf Clubs	Red	
Police		Memphis Car Audio Speakers		
Police		Fisher Stereo & Speakers		34303220

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: 10/11/16 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for two Ford Explorers.

On September 15, 2015, an ad was placed in *The Daily News*. On September 29, 2016 the City of Bartlett received five bids, which were opened at City Hall. Two of the bids did not meet the required specifications, and are therefore not listed below.

Bids were received from the following companies:

AutoNation	\$58,315.44
Country Ford	\$59,596.00
Golden Circle Ford	\$60,208.00

We recommend the bid be awarded to AutoNation for a total price of \$58,315.44.

Funds are available in Account 311.48311.785.25717.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/11/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Amend Bartlett Villa subdivision contract.

SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of APRIL 4, 2016, approved the Site Plan, Grading, and Erosion Control Plans for BARTLETT VILLA, and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
 2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
 3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
 4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.
 5. That subject to the warranty provisions herein, after completion of the improvements, subject to
- 2 OF 13

final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of

secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

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

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

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

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

VI

BONDING REQUIREMENTS

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

VII**HOLD HARMLESS**

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

SPECIAL CONDITIONS

1. The plat shall show the existing water, sewer, private drainage easements, ingress/egress easements, parking easements that are currently on this property and also to add any new additional easements that may be required during this subdivision process.
2. Ingress/egress easements are needed to be shown on the plat to allow for the use of the traffic from and to the adjacent existing developments.
3. On the plat provide a note as to the entity that will be responsible for the maintenance of these ingress/egress easements.

XVII

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

BARTLETT & STAGE, LLC**I. Due at Execution of Subdivision Contract and before Construction Begins:**

1. Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$0.00) **\$0.00**

2. a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$0.00 **\$0.00**

- b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$13,200.00 \$198.00 **\$198.00**

- 3 Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$25.00 **\$25.00**

- 4 Water Connection Fee
@ \$3,000.00 per service (Lot 1 paid under original development)
1 Water Connection For Lot 2 **\$3,000.00**

- 5 City Site Plan Inspection @
A: 3% of Development Cost \$396.00
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$13,200.00 **\$396.00**

- 6 Cost of Water and Sewer Mains to the Subdivision

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre X	2.50 Acres (Lot 2)	
	=		\$5,832.50
	\$33 per Front Foot x 040'		\$1,321.32
	<i>Paid under previous Development</i>		<u>\$5,832.50</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	2.5 Acres	<u>\$ 2,500.00</u>
---	---	-----------	---------------------------

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

9	City portion of Water Improvements	N/A
---	------------------------------------	-----

TOTAL DUE CITY **\$11,951.50**

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

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

2. Street Light (Estimated (Street Light Removal)	\$ -
---	------

TOTAL DUE II **\$ -**

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

\$13,200.00

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: BARTLETT & STAGE, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/11/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Water contract for Pizza Social.

WATER CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between the City of Bartlett, a Municipal Corporation, Party of the First Part, hereinafter called the CITY, and **J.J. BROTHERS, LLC**, party of the Second Part, hereinafter called the DEVELOPER.

W I T N E S S E T H:

WHEREAS, the DEVELOPER has commenced with the development of PIZZA SOCIAL which property is within the sewer service of the CITY, and the CITY and DEVELOPER mutually agree that the CITY will service and maintain certain utility requirements of the DEVELOPMENT on the following terms and conditions: NOW, THEREFORE, for and in consideration of the mutual promises of the parties each to the other, and the further considerations as hereinafter set forth, it is agreed as follows:

I

The DEVELOPER shall forthwith commence construction of water lines and mains in accordance with the plans and Bartlett Standard Water Main specifications for this fire protection addition. Said plans and specifications shall be approved by the City. The DEVELOPER agrees to diligently pursue completion of the system in a workman-like manner when weather and work conditions permit, to maintain a construction schedule compatible with subdivision construction, and to cause its engineer to submit reproducible as-built plans with the valves marked and referenced to property lines.

Attachment: Pizza Social Water Extension Contract (1934 : Water Extension Contract for Pizza Social)

II

The DEVELOPER agrees to convey to the CITY all necessary easements upon its property to enable the CITY to maintain the systems to which reference has heretofore been made. This shall be accomplished when the as-built information is prepared and before any bond reduction.

III

The DEVELOPER of this site will provide a bond to the City of Bartlett in the form of an acceptable letter of credit, performance and payment bond, cash bond, or certificate of deposit. This bond will be for 100% of the costs of construction of the water lines and fixtures as shown on the construction drawings. The bond will be reduced to 50% of the total amount upon completion of the project. This 50% level of bond will be maintained by the City for one (1) year to cover any problems which may exist within the one (1) year warranty period.

The DEVELOPER will be declared in default of his contract if and when his project has not been completed and satisfactorily tested and approved by the City of Bartlett within 12 months of the date of this contract, at which time the City of Bartlett may call the bond and the project may be completed with those proceeds.

IV

The water extension costs will be determined and approved by the Bartlett City Engineer for bonding based on the Water Plan as designed by the City of Bartlett Utility Engineer.

V

The DEVELOPER is to pay a \$3,000.00 per Water Connection.

C E R T I F I C A T E

The DEVELOPER agrees to warrant all water main construction and material for one (1) year past The date of Final Acceptance and repair or replace any improvements as deemed necessary by the CITY. The responsibility for the proper maintenance and control of additional users of the tie-ins, shall rest with the CITY. In addition, the DEVELOPER agrees to be responsible for the reasonable cost of replacing any lines or other CITY property destroyed or damaged in the subdivision by parties other than the CITY'S employees and further to pay the reasonable cost of ordinary maintenance until the (1) year Warranty Period expires.

Attachment: Pizza Social Water Extension Contract (1934 : Water Extension Contract for Pizza Social)

**CITY OF BARTLETT WATER EXTENSION CONTRACT
PAYMENT SCHEDULE – THE DEVELOPER WILL PAY TO THE CITY OF
BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:**

PIZZA SOCIAL

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$14,710.00)	\$2,206.50
2.	Water System Engineering and Review Fee @ 6% of Water Main Cost	\$882.60
3.	Water System Inspection Fee (3% of Water Main Cost or \$300.00 per Lot, whichever is greater	\$441.30
4.	Water Connection Fee @ \$3,000.00 per service (1) Domestic Water Service	\$3,000.00
TOTAL DUE CITY		<u>\$6,530.40</u>

III. Upon Execution of this Contract and Before Construction Begins (BOND)	<u>\$14,710.00</u>
---	---------------------------

Attachment: Pizza Social Water Extension Contract (1934 : Water Extension Contract for Pizza Social)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
 Bartlett, Tennessee, this _____ day of _____ 20____.

 CITY OF BARTLETT

 DEVELOPER - J.J. BROTHERS, LLC

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN: _____

Attachment: Pizza Social Water Extension Contract (1934 : Water Extension Contract for Pizza Social)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/11/16 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Stefanie McGee
Department Head: Dick Phebus

AGENDA ITEM

**Presentation of Debt Obligation Form Related to General
Obligation Refunding and Improvement Bonds, Series 2016.**

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of Bartlett, Tennessee</u>
Address	<u>6400 Stage Road</u>
	<u>Bartlett, TN 38134</u>
Debt Issue Name:	<u>General Obligation Refunding and Improvement Bonds, Series 2016</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: <u>\$ 6,550,000.00</u>	
Premium/Discount:	<u>\$ 205,666.55</u>
3. Interest Cost: <u>1.7986 %</u> ☒ Tax-exempt ☐ Taxable	
☒ TIC ☐ NIC ☐ Variable: Index _____ plus _____ basis points; or ☐ Variable: Remarketing Agent _____ ☐ Other: _____	
4. Debt Obligation:	
☐ TRAN ☐ RAN ☐ CON ☐ BAN ☐ CRAN ☐ GAN ☒ Bond ☐ Loan Agreement ☐ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
5. Ratings:	
☐ Unrated Moody's <u>Aa1</u> Standard & Poor's <u>AAA</u> Fitch _____	
6. Purpose:	
	BRIEF DESCRIPTION
☒ General Government <u>85.50 %</u>	<u>Financing various capital projects for City</u>
☐ Education _____ %	_____
☐ Utilities _____ %	_____
☐ Other _____ %	_____
☒ Refunding/Renewal <u>14.50 %</u>	<u>Refunding G.O. Public Improvement Bonds, Series 2009</u>
7. Security:	
☒ General Obligation ☐ General Obligation + Revenue/Tax ☐ Revenue ☐ Tax Increment Financing (TIF) ☐ Annual Appropriation (Capital Lease Only) ☐ Other (Describe): _____	
8. Type of Sale:	
☒ Competitive Public Sale ☐ Interfund Loan _____ ☐ Negotiated Sale ☐ Loan Program _____ ☐ Informal Bid	
9. Date:	
Dated Date: <u>09/29/2016</u>	Issue/Closing Date: <u>09/29/2016</u>

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	\$ 230,000.00	2.0000 %	2028	\$ 425,000.00	2.0000 %
2018	\$ 240,000.00	3.0000 %	2029	\$ 430,000.00	2.0000 %
2019	\$ 245,000.00	2.0000 %	2030	\$ 300,000.00	2.0000 %
2020	\$ 250,000.00	3.0000 %	2031	\$ 305,000.00	2.0000 %
2021	\$ 255,000.00	2.0000 %	2032	\$ 310,000.00	2.0000 %
2022	\$ 260,000.00	2.0000 %	2033	\$ 320,000.00	2.0000 %
2023	\$ 380,000.00	2.0000 %	2034	\$ 325,000.00	2.1000 %
2024	\$ 390,000.00	2.0000 %	2035	\$ 330,000.00	2.1500 %
2025	\$ 400,000.00	2.0000 %	2036	\$ 340,000.00	2.2000 %
2026	\$ 400,000.00	2.0000 %		\$	%
2027	\$ 415,000.00	2.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 20,000	PFM Financial Advisors LLC
Legal Fees	\$ 0	
Bond Counsel	\$ 25,000	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 800	U.S. Bank (incl. escrow agent fee)
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 27,000	Standard & Poor's, Moody's
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount 0.61 %		
Take Down	\$ 40,062	FTN Financial Capital Markets
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 6,250	i-Preo
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 1,250	Grant Thornton LLP
TOTAL COSTS	\$ 120,362	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☐ No Recurring Costs

	AMOUNT	FIRM NAME
Remarketing Agent		
Paying Agent / Registrar	400	
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent	400	
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:☐ None Prepared☒ EMMA link<http://emma.msrb.org/ES821687-ES644734-ES1039903.pdf> or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes ☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes ☐ NoIf yes to either question, date that disclosure is due Within 1 yr of FY endName and title of person responsible for compliance Dick Phebus, Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes ☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes ☐ No**17. Submission of Report:**

To the Governing Body:

on

and presented at public meeting held on

Copy to Director to OSLF:

on

either by:

☒ Mail to:

OR

☐ Email to:505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**A. Keith McDonald
AUTHORIZED REPRESENTATIVE

PREPARER

Name A. Keith McDonaldTitle Mayor

Firm

Email kmcdonald@cityofbartlett.orgDate 09/29/2016Lillian BlackshearAttorneyBass, Berry & Sims PLClblackshear@bassberry.com09/29/2016



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/11/16 07:00 PM
Department: Planning and Economic Development
Category: Report
Prepared By: Sam Harris
Department Head: Terry Emerick

Planning Commission Report for September 2016.

CONTINUED

Hearings

I. Richland Valley P.D. Phase 4, Butterfly View Lane (Brenda Solomito Basar, Solomito Land Planning)

INTRODUCTION: Ms. Brenda Solomito Basar with Solomito Land Planning is requesting Planning Commission approval to amend the Richland Valley Planned Development (P.D.), Phase 4. This phase of the subdivision is located north of Wolflake Drive, south of Spotted Fawn Drive, and west of New Brunswick Road within the "RS-15" Residential Zoning District.

BACKGROUND: On March 5, 2007, the Planning Commission approved Richland Valley P.D., Phase 4. The original approved Phase 4 plan was for the development of 42-residential lots on 12.628-acres of land. The plan included an extension of Butterfly View Lane through the 5.1-acre parcel with a cul-de-sac. On April 4, 2016, the Planning Commission approved a revised Construction and Final Plan for Phase 4 for 23-lots on 7.25- acres of land. The revised plan shows that Butterfly Lane stubs to the 5.1 acres of land. The reduction of the land/lots was due to the industrial land owner to the south of the Richland Valley purchasing a vacant 5.1-acre portion of Phase 4.

DISCUSSION: The specific request by the applicant is for approval to remove the 5.1-acre parcel of land from the Richland Valley P.D., Phase 4. In the future, the applicant intends to rezone the property from "RS-15" Residential to "I-P" Planned Industrial and add the land to the adjacent industrial park. This will provide an opportunity for the applicant to add and expand industrial buildings on the site.

Motion was made and passed to recommend denial to the Board of Mayor and Aldermen.

It is recommended that the property stay with the residential planned development as approved by the Planning Commission. Also, the Planning Commission recently approved a portion of Phase 4 for 23-residential lots. The subject property can be developed at a later date with the remaining 19-lots and cul-de-sac as previously planned.

2. Bartlett Logistics Planned Development Rezoning (Brenda Solomito Basar, Solomito Land Planning)

INTRODUCTION: Ms. Brenda Solomito Basar with Solomito Land Planning is requesting Planning Commission approval to rezone 5.1-acres of land that has been removed from the Richland Valley Planned Development Phase 4. The subject property is located north of

Wolflake Drive, south of Spotted Fawn Drive, and west of New Brunswick Road within the “RS-15” Residential Zoning District.

BACKGROUND: On April 5, 2004, the subject property once a part of a 16-acre parcel of land was rezoned from “I-P” Industrial to “RS-15” Residential. On March 5, 2007, the Planning Commission approved the addition of the rezoned subject property to the Richland Valley P.D. (Phase 4). The original approved Phase 4 plan was for the development of 42-residential lots on 12.628-acres of land. However, on April 4, 2016, the Planning Commission approved the Construction and Final Plan for Phase 4. The land/lots were reduced to 23-lots on 7.25- acres of land due to the adjacent industrial land owner purchasing a vacant 5.1-acre portion of the Phase 4.

DISCUSSION: The specific request by the applicant is for approval to rezone a 5.1-acre parcel of land from “RS-15” Residential to “I-P” Planned Industrial Park. Once the property is rezoned, the applicant intends to add the land to the adjacent Bartlett Logistics Planned Development. This will provide an opportunity for the applicant to expand some of the existing industrial buildings that currently back-up to the Richland Valley residential development.

Motion was made and passed to recommend denial to the Board of Mayor and Aldermen.

The proposed area to be rezoned will extend industrial uses on two sides of the property into areas that are intended for residential use. The rezoning will allow an opportunity for additional industrial buildings that will back-up to residential neighbors creating an environmental encroachment on both the existing Richland Valley P.D. and the residential neighbors to the north.

3. Bartlett Station PD - PRD-I, NW Corner Sycamore View & Main Street (David Porter, W.H. Porter Consultants)

This application was withdrawn by e-mail from Mr. David Andrews stating sale is being negotiated on the Main Street lot.

NEW BUSINESS

SITE PLAN

4. Wal-Mart Academy, 8400 Hwy 64 (Keith Moore, Carlson Consulting Engineers, Inc.)

INTRODUCTION: Mr. Keith Moore with Carlson Consulting Engineers, Inc. is requesting Planning Commission approval of a site plan for a building addition to the Walmart/Sam’s Club site. The subject property is located at 8400 Hwy 64, within the “C-H” Highway Business Zoning District.

BACKGROUND: The 35.52-acre subject property is two separate lots owned by Walmart. In February 1997, the Planning Commission approved a site plan for Walmart on the 17.22-acre lot located to the west. In July 1999, the Planning Commission approved a site plan for Sam's Club on the 18.30-acre lot located to the east.

DISCUSSION: The specific request by the applicant is for the approval to construct a 3,075-square foot building addition to facilitate training for Walmart associates. The building will be located between Walmart and Sam's Club buildings on the Sam's Club property. Access to the site will be from the existing shared common parking lot for Walmart and Sam's Club. The existing drainage basin will handle the drainage capacity. Landscape islands will be added north and south of the proposed building addition. The existing parking spaces will be reduced by 46 parking spaces, but there will be no changes to the handicap accessible parking except for the addition of the required van accessible space to be located adjacent to the proposed building addition. The specifics of the site plan are as follows:

Site Data	
Overall Site Area:	35.52-acres
Disturbed Site Area:	0.66-acres
Proposed Building Area:	3,075-square feet
Existing Building Area:	329,601-square feet (Walmart-200,084-sq.ft./Sam's Club-129,517-sq.ft.)
Total Building Area:	332,676-square feet
Total Existing Parking Spaces:	1,486
Total Required Parking Spaces: (4.0 spaces per 1,000-sq.ft.)	1,331
Total Proposed Parking Spaces:	1,440
Handicap Accessible:	48 (47 existing/1 added)
Handicap Accessible Required:	25
Building Height:	1 Story

Approved with conditions of staff.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/11/16 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for October 2016.

New Business

Site Plans

I. Highway 70 Car Care, 8152 Highway 70 (Tim McCaskill, McCaskill & Associates, Inc.)

INTRODUCTION: Mr. Terry Emerick explained that Mr. Tim McCaskill with McCaskill & Associates is requesting Planning Commission approval of a site plan for building additions to Highway 70 Car Care. The subject property is located at 8152 Highway 70. It is within the “C-H” Highway Commercial Zoning District.

BACKGROUND: The 0.51-acre subject property is a site that has an existing auto repair business that was annexed by the City of Bartlett in 2004. On February 29, 2016, the Code Enforcement Department was notified concerning an addition to the rear of the existing building. During the inspection, it was discovered that a 14.2-foot by 25.8-foot building addition had been made to the rear elevation without Planning Commission (PC) and Design Review Commission (DRC) site plan approvals nor permits from Code Enforcement. On July 5, 2016, the PC approved a site plan that was contingent upon receiving approved variances from the Board of Zoning Appeals (BZA). On August 18, 2016, the BZA denied granting the variances required with the site plan approval.

DISCUSSION: The specific request by the applicant is for the approval of a site plan for items installed without PC site plan approval which include: the existing 15-foot by 10-foot canopy. The applicant would also like to construct a 549-square foot addition on the rear of the principal structure to replace an existing storage container that is located within the 5-foot utility easement. Also, the applicant would like to construct a 350-square foot addition on the east side of the principal structure to replace the existing addition that extends 15-feet into the rear yard setback, was built without approval or permit, and was denied a variance to remain on the property by the BZA. Access to the site is from a paved driveway that runs along the southern property line with two entry gates off Highway 70. The specifics of the site plan are as follows:

Site Data	
Site Area:	0.51-acres (22,216-square feet)
Total Required Parking Spaces: (2.55 spaces per 1,000-sq.ft., plus 3 spaces)	12
Total Proposed Parking Spaces:	13
Handicap Accessible:	1 (1 required, must be van accessible)
Regular:	12

Proposed Total Building Area:	3,537-square feet
--------------------------------------	-------------------

Approval with conditions of staff.

2. Resource Label Group, Lot 40, Phase 2, Bartlett Corporate Park (Danny McKee, A2H, Inc.)

INTRODUCTION: Mr. Terry Emerick explained that Mr. Danny McKee with A2H Inc. is requesting Planning Commission approval of a site plan for a warehouse/office building. The subject property is a vacant parcel located on the south side of Stage Hills Boulevard. It is within the "I-P" Planned Industrial Park.

BACKGROUND: The 2.52-acre subject property is located on lot 40 of Bartlett Corporate Park East Phase 2. The east property line was reconfigured with the site plan approval for lot 39, Precision Laser Art. This lot adjustment increased the width of lot 40 by 65-feet

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 32,400-square foot industrial building that will be built centered on the lot. Access to the site will be from a new 22-feet wide driveway off Stage Hills Blvd. Other features of the development include a 30-foot landscape buffer along the street frontage and two detention basins: one along the street frontage and one in the rear of the property. The specifics of the site plan are as follows:

Site Data	
Site Area:	2.52-acres (109,691-square feet)
Total Required Parking Spaces: (1.25 spaces per 1,000-sq.ft., plus 4 spaces)	45
Total Proposed Parking Spaces:	45
Handicap Accessible:	2-Van Accessible (2 required with 45 spaces)
Regular:	43
Proposed Total Building Area:	32,400-square feet
Greenspace/Open-space:	38%
Building Height:	25-feet (1-story)

Approval with conditions of staff.

3. Tabor Orthopedic North, Kate Bond Blvd. and Stage Post Dr. (M. Morgan Falls, Smith, Seckman, Reid, Inc.)

INTRODUCTION: Mr. Terry Emerick explained that Mr. Morgan Falls with Smith Seckman

& Reid is requesting Planning Commission approval of a site plan for Tabor Orthopedic North. The subject property is located north of Highway 64 on the west side of Kate Bond Boulevard and Stage Post Drive, within the "I-P" Planned Industrial Development Zoning District.

BACKGROUND: The subject property is two adjacent vacant lots (lots 6 & 7) within the Bartlett Corporate Park East Phase 2 subdivision. The Tabor Orthopedic Clinic is currently located across the street from the subject property in the Medical Arts building that is connected to the St. Francis Bartlett Hospital. Upon completion of the proposed site, the clinic will relocate to this new location.

DISCUSSION: The specific request by the applicant is for the approval of a site plan for two medical office buildings that will be developed on two existing adjoining lots. The two lots will be adjusted to add more land to the northern most lot (clinic) which is currently lot 7, to increase its size from 1.22-acres to 1.80 -acres. The increase in the size of lot 7 will result in the decrease in the southernmost lot (surgery center) which is currently lot 6 from 1.72-acres to 1.14-acres. The northernmost lot will house the larger of the two buildings. The southernmost lot will house the smaller of the two buildings. Detention is proposed along the Kate Bond Boulevard and Stage Post Drive frontages of both lots, and at the rear of the northernmost lot. Access to the site will be from two curb-cuts on Kate Bond Road.

Northernmost site plan (lot 7): This will be the new site for the Tabor Orthopedic Clinic, parking lot and three storm water detention areas. The specifics of the site are as follows:

Site Data	
Site Area:	1.80-acres/78,408 square feet
Total Required Parking Spaces:	71
Total Proposed Parking Spaces:	72
Handicap Accessible:	5
Proposed Total Building Area:	20,900 square feet
Greenspace/Open space:	32.4%
Building Height:	18-feet

Southernmost site plan (lot 6): This will be the site for the future surgery center, parking lot and one storm water detention area. The specifics of the site are as follows:

Site Data	
Site Area:	1.14-acres/49,658 square feet
Total Required Parking	49

Spaces:	
Total Proposed Parking Spaces:	47
Handicap Accessible:	4
Proposed Total Building Area:	13,500 square feet
Greenspace/Open space:	25%
Building Height:	Not provided

Approval with conditions of staff.

Applications for Historic Preservation Landmark Designations

4. Brunswick Rosenwald School, 4549 Brunswick Road (Growth Central Church, formerly Bush Grove Baptist Church)

Mr. Emerick explained that Growth Central Church, formerly Bush Grove Baptist Church, led by Pastor Chris Barnes is requesting Planning Commission approval to place a local historic landmark designation on property located at 4549 Brunswick Road known as the Brunswick Rosenwald School which was built in 1923. At the beginning of the 20th Century a philanthropist Julius Rosenwald was contacted about the need for African/American children to have schools built. This resulted in more than 5300 schools, vocational shops, and teacher's homes across 125 states in the South from 1912-1932.

On August 15, 2016, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Brunswick Rosenwald School for a local landmark designation.

Recommendation to Board of Mayor and Alderman for Approval.

5. Cedar Hall, 3712 Broadway Road (John and Denise Suthoff)

Mr. Emerick explained that John and Denise Suthoff are requesting Planning Commission approval to place a local historic landmark designation on property located at 3712 Broadway Road known as Cedar Hall which was built in 1846. Cedar Hall is on the National Register for Landmark but they wanted it to be a Bartlett Landmark also. The original owners in 1840 were the Bond Family. It started as a log cabin and later was built into Cedar Hall. It passed to the Orgill family next and later to Jay and Janette Rainey for 40 years. Now owned by the Suthoffs which is a Bed and Breakfast and Wedding Venue.

On August 15, 2016, the Bartlett Historic Preservation Commission made a favorable recommendation to accept Cedar Hall for a local landmark designation.

Recommendation to Board of Mayor and Alderman for Approval.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1933)

Meeting: 10/11/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1933

Resolution 45-16, a resolution to accept Bulletproof Vest Partnership Grant from the U.S. Department of Justice Fiscal Year 2017 Programs in the amount of \$4,792 and to amend the Fiscal Year 2017 Grant Fund to appropriate the funds.

WHEREAS, the Police Department did apply for and receive a FY17 Bulletproof Vest Partnership Grant from the U.S. Department of Justice in the amount of \$4,792 which will fund 50 percent of the cost to purchase bulletproof vests for the Police department; and

WHEREAS, the terms of the grant require a 50 percent match by the recipient; and

WHEREAS, the Police Department has funds available in the Fiscal Year 2017 Police department budget to fund the 50 percent local match; and

WHEREAS, it is necessary to accept the grant and amend the Fiscal Year 2017 Grant Fund Operating Budget to appropriate the \$4,792 grant funds for the Police Department.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the U.S. Department of Justice Bulletproof Vest Partnership Grants be accepted in the amount of \$4,792 and that the Fiscal Year 2017 Grant Fund operating budget be amended to appropriate these funds.

Adopted this day of October 11, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk