



*City of Bartlett*  
A. Keith McDonald, Mayor

## **BOARD OF MAYOR AND ALDERMEN MEETING AGENDA**

**TUESDAY, SEPTEMBER 23, 2014 - BARTLETT CITY HALL - 7:00 PM**

### **INVOCATION**

Opening Prayer by Bill Murray, St. Elizabeth Episcopal Church

### **FUTURE MEETINGS**

Bartlett Station Commission, October 1 at 7:30 a.m.

City Beautiful Commission, October 2 at 7 p.m.

Planning Commission, October 6 at 7 p.m.

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

Parks and Recreation Advisory Board, October 9 at 7 p.m.

Bartlett Historical Society, October 13 at 7 p.m.

### **RECOGNITIONS**

Mayor's Youth Council

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

### **MINUTES ACCEPTANCE**

**Minutes of the September 9, 2014 Board of Mayor and Aldermen Regular Meeting**

### **UNFINISHED BUSINESS**

- I **Second Reading of Ordinance 14-08, an ordinance to amend Ordinance 98-15. (Rick McClanahan, Director of Engineering)** The public hearing is set for October 14, 2014.

### **CONSENT AGENDA**

- I **Special event permit for the Tennessee Baptist Children's Home Annual Fall Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 18 from 9 a.m. to 2 p.m. at the children's home.

**2 Special event permit for New Hope Christian Church's Fallapalooza Fall Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, October 19 from 3 to 6 p.m. on the church campus.

**3 Proposal for Engineering and Administration of Disaster Recovery Grant. (Rick McClanahan, Director of Engineering)**

Recommend approving the proposed project design and grant administration for a repair along Fletcher Creek and a reworking of the headwall at Stage near the library due to 2011 flooding from Barge Waggoner Sumner and Cannon. This project will be paid for 100 percent by a Disaster Recover Grant.

**4 Purchase of file server hardware. (Dick Phebus, Director of Finance)**

Recommend purchase of file server hardware from pre-negotiated government contract vendors. File server replacement is needed to accommodate MUNIS financial software upgrade. Funds are available in Accounts 123.48123.255 and 123.48123.933.

**5 Purchase of 12 2014 Dodge Chargers. (Gary Rikard, Chief of Police)**

Recommend purchasing 12 Dodge Chargers from Chrysler Jeep of Columbia, Tenn. via the State's bid list for \$23,616.00 each. The total cost is \$283,392. Funds are available in multiple accounts.

**6 Bid for Basketball Uniforms for 2014 Season. (David Thompson, Director of Parks and Recreation)**

Recommend accepting the lowest bid from The Awards Place at a cost \$18.92 per uniform, with a total cost of \$10,879. Funds are available in Account 11044200.335.

**7 Softball Tournament requests for 2014. (David Thompson, Director of Parks and Recreation)**

**8 Residential Subdivision Contract for Alexander Hodge Subdivision. (Rick McClanahan, Director of Engineering)**

The developer, Anthony Alexander, will pay \$7,929.00 in City fees. The bond is set for \$76,296.00.

**NEW BUSINESS**

**I Re-Appoint Deidre Seymour to the Bartlett Arts Council. (A. Keith McDonald, Mayor)**

- 2     **Resolution 33-14, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice FY14 Programs in the amount of \$6,282.57 and to amend the Fiscal Year 2015 Grant Operating Budget to appropriate the funds. (Dick Phebus, Director of Finance)**
  
- 3     **Resolution 31-14, a resolution to accept a 2011 CDBG Disaster Grant in the amount of \$1,000,000 from the State of Tennessee and to amend the Fiscal Year 2015 Grant Operating Budget to appropriate the funds. (Dick Phebus, Director of Finance)**
  
- 4     **Resolution 32-14, a resolution to write off outstanding checks receivable resulting from uncollectable bad checks payable to the City of Bartlett. (Dick Phebus, Director of Finance)**

**OPEN DISCUSSION**

**ADJOURNMENT**



# *City of Bartlett*

*A. Keith McDonald, Mayor*

## **BOARD OF MAYOR AND ALDERMEN MEETING MINUTES**

**TUESDAY, SEPTEMBER 9, 2014 - BARTLETT CITY HALL - 7:00 PM**

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Father Russell Harbaugh St. Ann's Catholic Church

### **FUTURE MEETINGS**

Parks and Recreation Advisory Board, September 11 at 7 p.m.

Historic Preservation Commission, September 15 at 7 p.m.

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

Design Review Commission, September 16 at 7 p.m.

Board of Mayor and Aldermen Work Session, September 23 at 5:30 p.m.

### **RECOGNITIONS**

#### **Proclamation for Claude Humphrey upon his induction into the NFL Hall of Fame**

Mayor McDonald proclaimed September 9, 2014 as Claude Humphrey Day in Bartlett. Mr. Humphrey was recently inducted into the National Football League Hall of Fame in Canton, Ohio. In 1968, the Atlanta Falcons drafted him in the first round. He played for the Falcons for ten years; then joined the Philadelphia Eagles in 1979. Mr. Humphrey retired from the NFL in 1981.

Mr. Humphrey was humbled by the honor. He has been a resident of Bartlett for 25 years.

#### **Shelby County Trustee David Lenoir**

Mr. Lenoir made his semi-annual State of the County finances to the Board.

He noted that out of the \$4.37 Shelby County tax rate, \$0.13 goes to Bartlett City Schools and \$2.14 goes to Shelby County Schools.

Mr. Lenoir noted that the Bartlett housing market has no clear direction. Countywide, home sales are down, but prices have increased.

The Shelby County Trustee's Office closed the fiscal year with a surplus.

Minutes Acceptance: Minutes of Sep 9, 2014 7:00 PM (MINUTES ACCEPTANCE)

**\*\*\*Official Business of the Day\*\*\*****MINUTES ACCEPTANCE****Minutes of the August 26, 2014 Board of Mayor and Aldermen Regular Meeting**

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | Emily Elliott, Alderman                     |
| <b>SECONDER:</b> | Jack Young, Vice Mayor                      |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Young, Sedgwick |

**PUBLIC HEARING**

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

- I. Ordinance 14-07, an ordinance to delete water and sewer rates and tap fees from the codified ordinances.

No one spoke in favor or in opposition.

**UNFINISHED BUSINESS**

- I **Third Reading of Ordinance 14-07, an ordinance to delete water and sewer rates and tap fees from the codified ordinances. (Mark Brown, Chief Administrative Officer)**

Mayor McDonald stated this amendment removes the water and sewer rates from the Codified Ordinances. The rates will now only be maintained in the annual budget ordinance.

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                      |
| <b>SECONDER:</b> | Emily Elliott, Alderman                     |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Young, Sedgwick |

**CONSENT AGENDA**

|                  |                                             |
|------------------|---------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                      |
| <b>SECONDER:</b> | Emily Elliott, Alderman                     |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Young, Sedgwick |

- I **Special event permit for St. Vincent DePaul Garage Sale Fundraiser. (Jim Brown, Director of Code Enforcement)**  
The event will be held on Saturday, October 11 from 6 a.m. to 1 p.m. at St Ann. Catholic Church.

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

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

**3 Bid for Bartlett Road Bridge and Approaches over Harrington Creek. (Wade Towles, Assistant Director of Engineering)**

Recommend accepting the lowest bid from Dement Construction in the amount of \$1,004,590.88, plus a contingency amount of \$25,000.00 for a total cost of \$1,029,590.88. Also recommend awarding the Construction Engineering and Inspection Contract to A2H for this project in the amount of \$140,000.00 for all of the inspections and records required by TDOT. The total funding for this project would be \$1,169,590.88; the City's portion is \$282,487.78. Funds are available in Account 311.48311.780.426.

Mr. McClanahan said the bridge will be completely rebuilt, and will be out of service for at least nine months. Construction will hopefully start right after Veterans Day, November 11.

**NEW BUSINESS**

**I First Reading of Ordinance 14-08, an ordinance to amend Ordinance 98-15. (Rick McClanahan, Director of Engineering) The public hearing is set for October 14, 2014.**

Mr. McClanahan explained that this amendment was mainly for housekeeping purposes by updating the associated fees and maps. Credits will be assigned to the property, as opposed to the developer. Mayor McDonald asked if the Planning Commission approved this ordinance. Mr. McClanahan stated that the ordinance has not been presented to the Planning Commission.

|                  |                                              |                                |
|------------------|----------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>APPROVED ON FIRST READING [UNANIMOUS]</b> | <b>Next: 9/23/2014 7:00 PM</b> |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                       |                                |
| <b>SECONDER:</b> | David Parsons, Alderman                      |                                |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Young, Sedgwick  |                                |

**OPEN DISCUSSION**

Alderman Elliott noted that Safe Choice Security named Bartlett the seventh safest city in Tennessee.

**ADJOURNMENT**

Meeting adjourned at 7:26 PM

Minutes Acceptance: Minutes of Sep 9, 2014 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

## ORDINANCE (ID # 1330)

Meeting: 09/23/14 07:00 PM  
Department: Engineering  
Category: Amendment  
Prepared By: Stefanie McGee  
Initiator: Rick McClanahan  
Sponsors:  
DOC ID: 1330 A

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

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:

**Section 1.** In the North Basin ~~(as set forth on the attached plat)~~, the maximum overall density shall be two lots per acre as a general rule. *Note: See North Basin area map.*

**Section 2.** A looped water system and sewer outfall system will be designed and installed by the developers in the North Basin. *Note: Creditable Water Lines and Sewer Line map.*

**Section 3.** A dry sewer system is required to be ~~installed~~ *designed and paid for* by the developer at the developer's expense where septic tanks are being used. ~~(This does not apply to one-lot subdivisions.)~~ *The developer will complete the design and pay the in-lieu construction costs to the City of Bartlett with appropriate easements.*

**Section 4.** Amend the Residential Subdivision Contract, Water Extension Contract, and Sewer Extension Contract fee page as follows: ~~(See attached fee page.)~~ as adopted in latest approved yearly budget.

These new fees will apply to any development construction plans submitted ~~and accepted by the Planning Department prior to May 25, 1993~~ for subdivision contracts after the budget approval in the new budget year.

**Section 5.** All lots and dwelling units being served by the City of Bartlett sewer lagoon or waste water treatment plant will be included in the new sewer tap fee.

All lots and/or dwelling units being served by the Bartlett water system will be subject to the new water tap fees. ~~The existing sewer contract with Leader Enterprises shall remain in effect at the current sewer rates.~~

**Section 6.** The offsite water loop extension and sewer outfall costs will be determined and approved by the Bartlett City Engineer for bonding and calculations of credits if any are due. Sewer tap fees, water tap fees, and water plant expansion fee can only be applied as credit for appropriate system construction cost. If construction costs exceed the credit allowance, the developer will be required to absorb these expenses. Construction of work other than the loop water mains and sewer outfalls shown on the map attachment to Ordinance 93-15 will not be eligible for credits. Carryover of these credits will only be allowed for developments of the same company and are nontransferable or ~~assignable~~ *are directly assigned to the land being developed under the master plan.*

**Section 7.** Developer will pay at his expense for all water and sewer mains at the size determined by the City Engineer and pay the fees as outlined in ~~Section 4~~ *the subdivision contract*.

**Section 8.** ~~Engineering and inspection fees will not be waived. No direct expenses incurred by the City of Bartlett will be waived.~~

**Section 9 8.** Commercial sewer rates will be at the rates established by ~~Ordinance 92-2 and 92-17 or \$1,750.00 per acre or \$25 per front foot or as amended by the City's fiscal budget.~~

BE IT FURTHER ORDAINED that all Ordinances heretofore passed in conflict herewith are hereby repealed insofar as they are in conflict with this Ordinance.

BE IT FURTHER ORDAINED that this Ordinance take effect from and after its final passage, the public welfare requiring it.

First reading                      September 9, 2014

Second reading                  September 23, 2014

Third reading                    October 14, 2014

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

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A. Keith McDonald  
Mayor

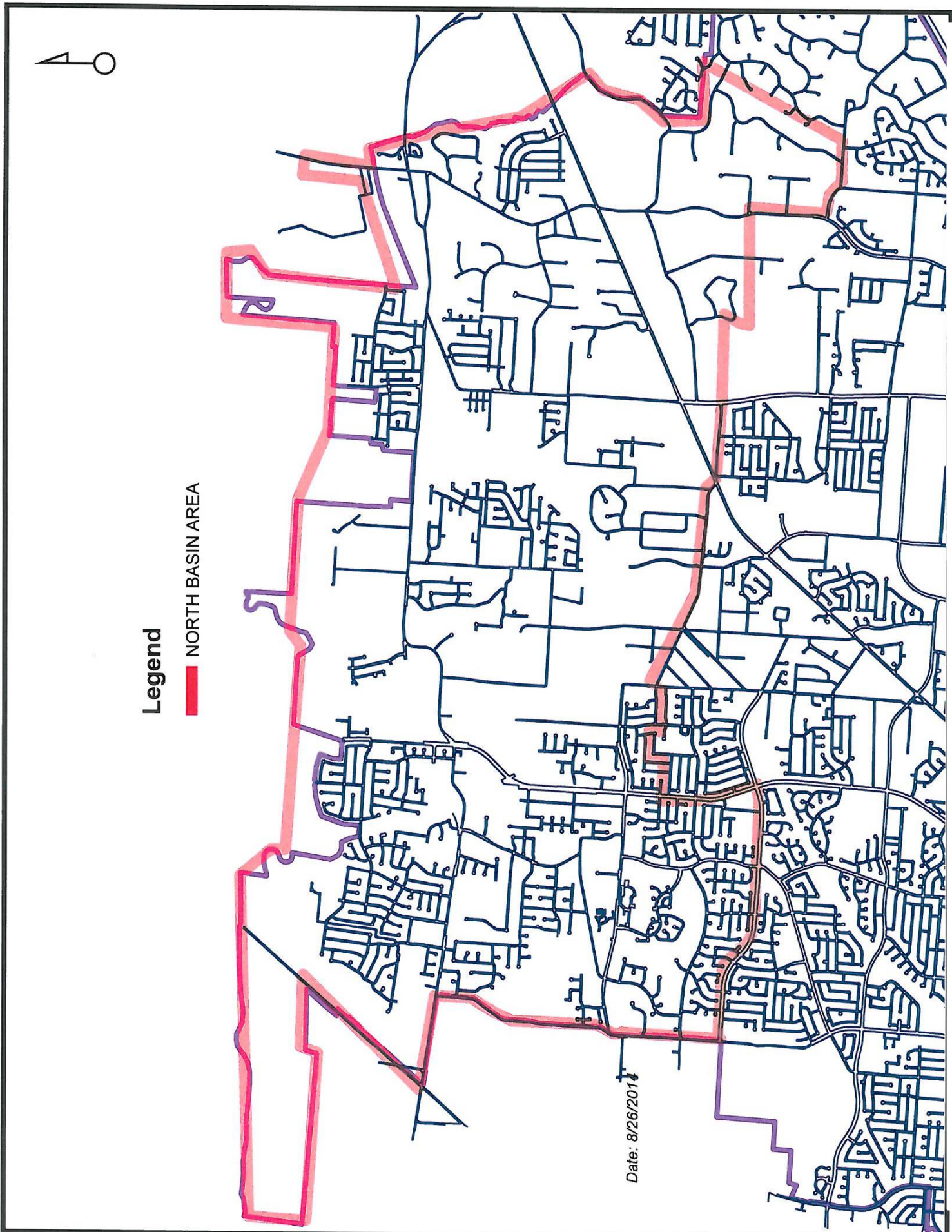
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Stefanie McGee, City Clerk

**HISTORY:**

09/09/14              Board of Mayor and Aldermen **APPROVED ON FIRST READING**  
Next: 09/23/14

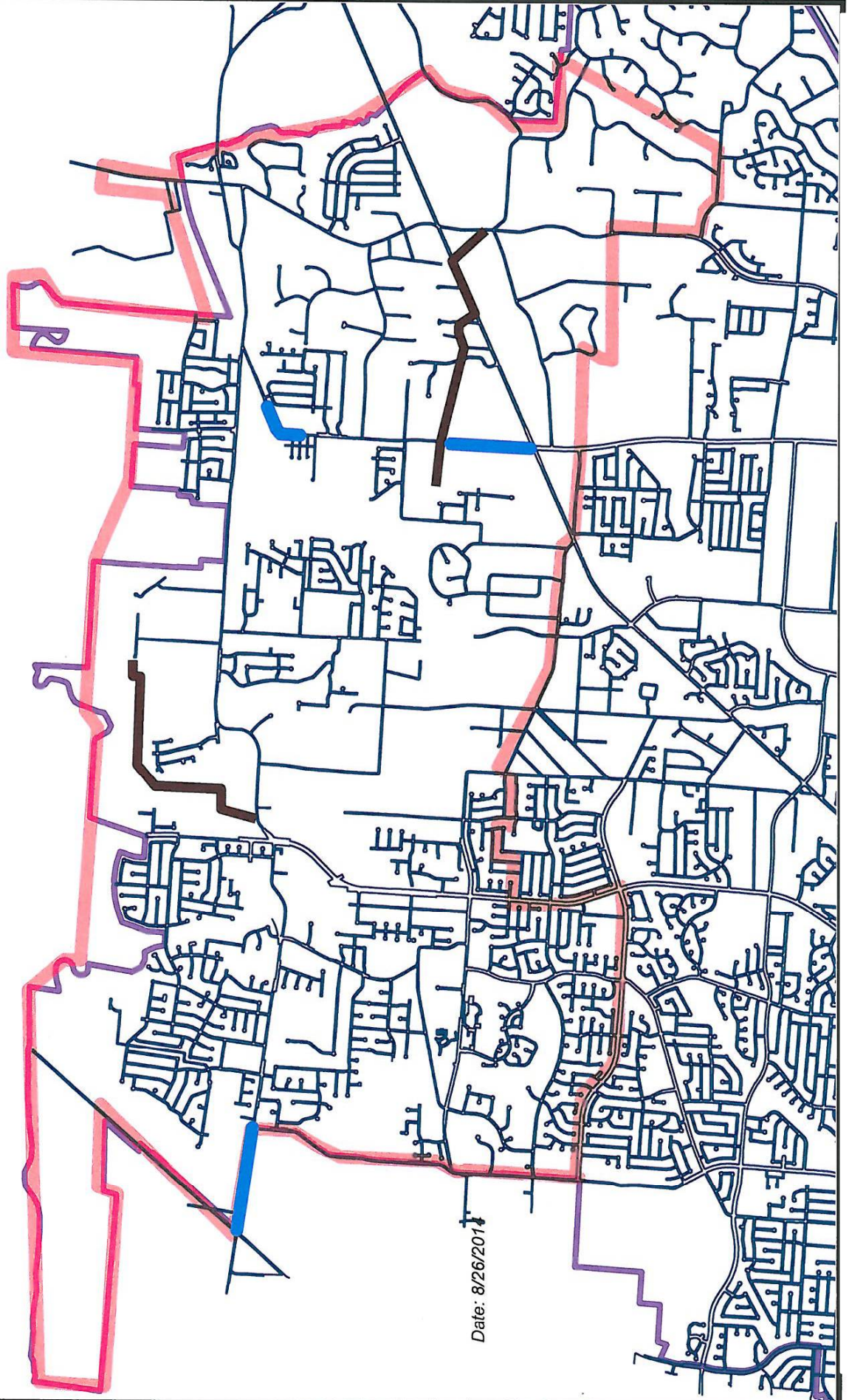
Mr. McClanahan explained that this amendment was mainly for housekeeping purposes by updating the associated fees and maps. Credits will be assigned to the property, as opposed to the developer. Mayor McDonald asked if the Planning Commission approved this ordinance. Mr. McClanahan stated that the ordinance has not been presented to the Planning Commission.





**Legend**

-  CREDITABLE WATER LINES
-  CREDITABLE SEWER LINES
-  NORTH BASIN AREA



Date: 8/26/2011

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

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Meeting: 09/23/14 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

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## **Special event permit for the Tennessee Baptist Children's Home Annual Fall Festival.**



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



6896 Highway 70 38133  
 Address Zip Code

October 18<sup>th</sup>, 2014 9:00am - 2:00pm  
 Dates of the Event Hours of the Event

Fundraiser, public attraction, car show  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Tennessee Baptist Children's Homes, Inc.  
 Property Owner

Tennessee Baptist Children's Home 6896 Hwy 70  
 Special Event Permit Applicant Address of Applicant

(901) 386-3961 (901) 382-9754  
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

Deanna Nick 9/2/14  
 Responsible Person Date

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

APPROVAL

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

Attachment: TENNESSEE BAPTIST CHILDRENS HOME SE-2014 (1339 : Tennessee Baptist Children's Home Annual Fall Festival)

## Special Event Checklist

Event: TBCH Annual Fall Festival  
 Location: 6896 Hwy 70, 39133  
 Dates: 10/18/2014  
 Type of special event: (Check one.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p><input type="checkbox"/> <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p><input type="checkbox"/> <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p><input checked="" type="checkbox"/> <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. <b>Requires approval by the Board of Mayor and Aldermen.</b></p> |
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**Exempt events:** (If any of these apply, the special event is exempt from the permit requirement.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section I of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
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## Performance standards:

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

|                            | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments              |          |                       |         |                          |         |                    |         |                            |         |  |
|----------------------------|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|--|
| 9                          |                          | ✓  |     | <p><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.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table> | Type of Special Event | Duration | Type 1: Noncommercial | 30 days | Type 2: Special Seasonal | 90 days | Type 3: Commercial | 14 days | Type 4: Public Attractions | 14 days |  |
| Type of Special Event      | Duration                 |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| Type 1: Noncommercial      | 30 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| Type 2: Special Seasonal   | 90 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| Type 3: Commercial         | 14 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| Type 4: Public Attractions | 14 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| 10                         |                          |    | ✓   | In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.                                                                                                                                                                                                                                                                                                                          |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| 11                         |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                             |                       |          |                       |         |                          |         |                    |         |                            |         |  |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          | ✓  |     | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>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.</li> <li>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.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          |    | ✓   | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | ✓   | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          | ✓  |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments |
|----|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 19 |                          | ✓  |     | <p><i>Area of parking lot dedicated to outdoor special events.</i></p> <p>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.</p> <p>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.</p> |          |
| 20 |                          |    | ✓   | <p><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.</p>                                                                                                                                                                                                          |          |
| 21 |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |

## Conditions

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

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

### Special event permit - authorization by Permitting Official

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

|    | OK<br>✓ 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:<br>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.                                                            |          |





Client#: 15884

TENNBAP

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/14

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 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).

| <b>PRODUCER</b><br>The Crichton Group<br>3011 Armory Drive Suite 250<br>Nashville, TN 37204            | <b>CONTACT NAME:</b> Lisa Hostettler<br><b>PHONE (A/C, No, Ext):</b> 615 383-9761 <b>FAX (A/C, No):</b> 615 383-4628<br><b>E-MAIL ADDRESS:</b> Lhostettler@thecrichtongroup.com                                                                                                                                                                                                                                                                                                    |                               |  |        |            |                           |           |            |                                |         |            |  |  |            |  |  |            |  |  |            |  |  |
|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|---------------------------|-----------|------------|--------------------------------|---------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Tennessee Baptist Children's Home, Inc.<br>P.O. Box 2206<br>Brentwood, TN 37024-2206 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Insurance Co</td><td>18058 A++</td></tr> <tr> <td>INSURER B:</td><td>New York Marine &amp; General Ins.</td><td>16608 A</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Philadelphia Insurance Co | 18058 A++ | INSURER B: | New York Marine & General Ins. | 16608 A | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NAIC #                        |  |        |            |                           |           |            |                                |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                             | Philadelphia Insurance Co                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 18058 A++                     |  |        |            |                           |           |            |                                |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                             | New York Marine & General Ins.                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 16608 A                       |  |        |            |                           |           |            |                                |         |            |  |  |            |  |  |            |  |  |            |  |  |
| 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 INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | PHPK1202664    | 07/09/2014              | 07/09/2015              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                           |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                    |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                                     |           |          | PHUB466943     | 07/09/2014              | 07/09/2015              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                               |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                           |           | N/A      | WC201400002907 | 01/01/2014              | 01/01/2015              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                            |
| A        | <b>Professional Liab</b>                                                                                                                                                                                                                                                                                               |           |          | PHPK1202664    | 07/09/2014              | 07/09/2015              | \$1Mil Occur/\$3Mil Aggr                                                                                                                                                                                                                 |
| A        | <b>Property</b>                                                                                                                                                                                                                                                                                                        |           |          | PHPK1202664    | 07/09/2014              | 07/09/2015              | SpcFrm; RC; 90% Coins; \$5K Ded.                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more spacels required)

RE: 10/18/14 West Tennessee Fall Festival. Bartlett Campus (Memphis).

## CERTIFICATE HOLDER

## CANCELLATION

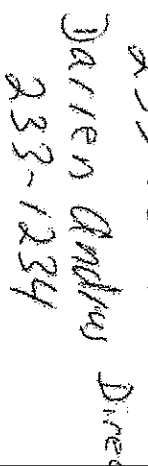
City of Bartlett  
 Attn: Debby Shelby  
 6462 Stage Road  
 Bartlett, TN 38134

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

AUTHORIZED REPRESENTATIVE

*Cooper Jones*

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# IMPORTANT DOCUMENT Certificate of Photo Testing

REGISTRATION  
APPLICATION  
NUMBER



STATE OF TENNESSEE  
DEPARTMENT OF REVENUE  
TAXPAYER'S DISCOUNT

This is to certify that the materials described have been photo tested and are hereby made available and will be placed in the hands of the public.

DATE  
APPROVED  
BY

RECEIVED

Registration is hereby made that

The rules described on the Certificate have been tested with a computer and approved. It is noted that the application of said document was done in accordance with California law. The rules described on the Certificate have been tested and passed with a score of 100%.

Registration of the rules

Home Return Process Used Will Not Be Removed By  
Machining And Is Effective For The Life Of The Fabric

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 09/23/14 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

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## **Special event permit for New Hope Christian Church's Fallapalooza Fall Festival.**



**APPLICATION FOR SPECIAL EVENT**  
**OFFICE OF**  
**BARTLETT CODE ENFORCEMENT**  
 6462 STAGE ROAD  
 BARTLETT TN 38134  
 901-385-6425

3300 Kirby Whitten RD 38134  
 Address Zip Code

Oct 19 2014 3p to 6pm  
 Dates of the Event Hours of the Event

Fall Festival Fallapalooza  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

New Hope Christian Church  
 Property Owner

3300 Kirby Whitten  
 Special Event Permit Applicant Address of Applicant

386-0211 382-0257  
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

                         Total

Robert Leoker  
 Responsible Person

8-10-14 9-15-14  
 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: FALLAPALOOZA Fall Festival  
 Location: 3300 Kirby Whitten Rd  
 Dates: OCT 19, 2014

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

|                            | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments              |          |                       |         |                          |         |                    |         |                            |         |  |
|----------------------------|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|--|
| 9                          |                          | ✓  |     | <p><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.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <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                         |                          | ✓  |     | <p>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.</p>                                                                                                                                                                                                                                                                                                                   |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| 11                         |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                             |                       |          |                       |         |                          |         |                    |         |                            |         |  |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | ✓   | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>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.</li> <li>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.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          |    | ✓   | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |

|    | Sub-<br>mitted<br>✓ or X | OK                                             | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Comments |
|----|--------------------------|------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓<br><br>✓<br><br>✓<br><br>✓<br><br>✓<br><br>✓ |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <p>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.</p> <p>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.</p> <p>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</p> <p>d. Fire extinguishers shall be available as determined by the Fire Chief.</p> <p>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</p> <p>f. Tents shall comply with the Fire Code and applicable building codes.</p> <p>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</p> |          |
| 16 |                          | ✓                                              |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 17 |                          | ✓                                              |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |
| 18 |                          | ✓                                              |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments                 |
|----|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 19 |                          | ✓  |     | <p><i>Area of parking lot dedicated to outdoor special events.</i></p> <p>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.</p> <p>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.</p> |                          |
| 20 |                          |    | ✓   | <p><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.</p>                                                                                                                                                                                                          |                          |
| 21 |                          | ✓  |     | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <i>We have Insurance</i> |

## Conditions

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

|    | Required<br>✓ 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.                                                                                                                                          | we clean<br>up |
| 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.

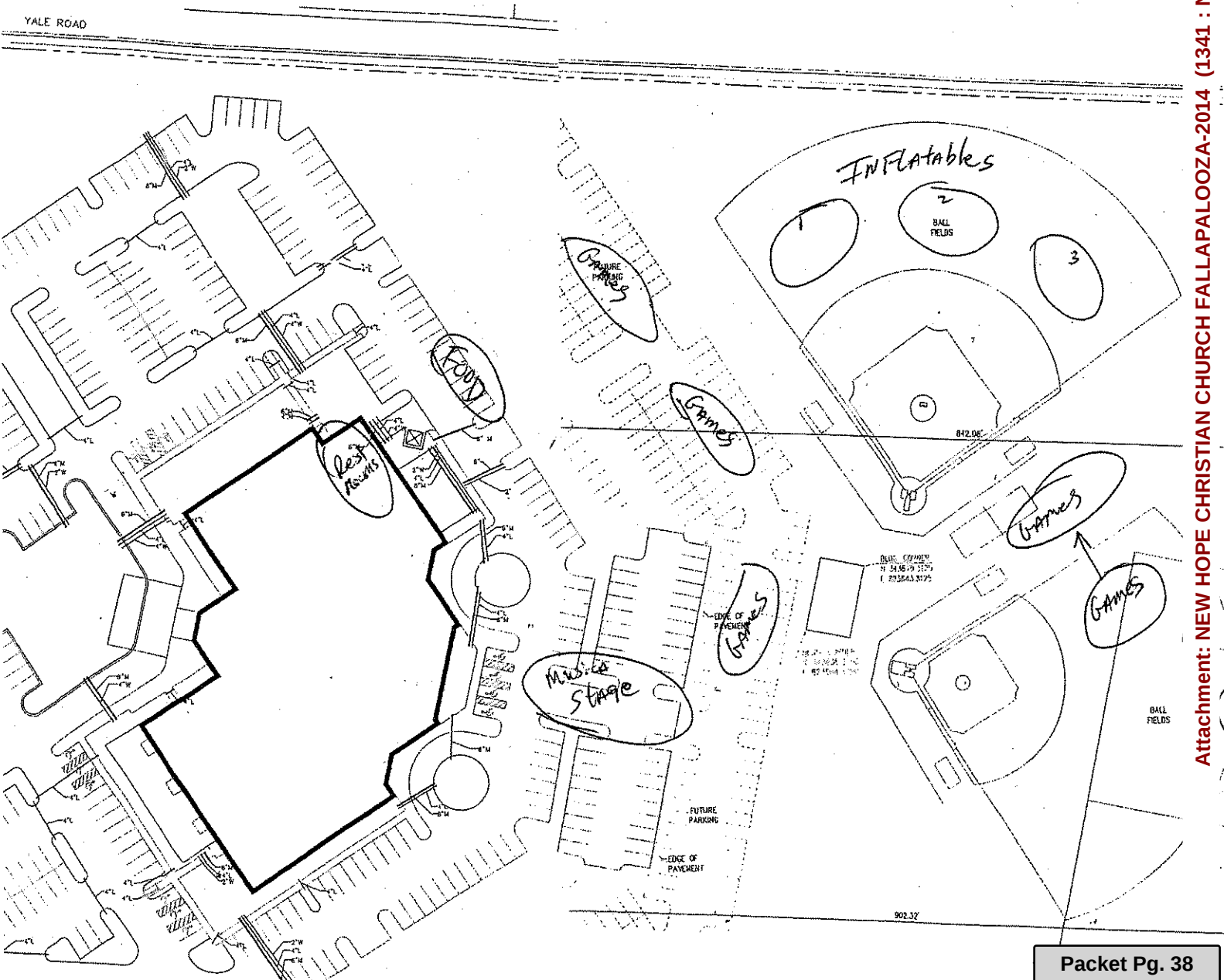
The application shall set forth and contain the following information:

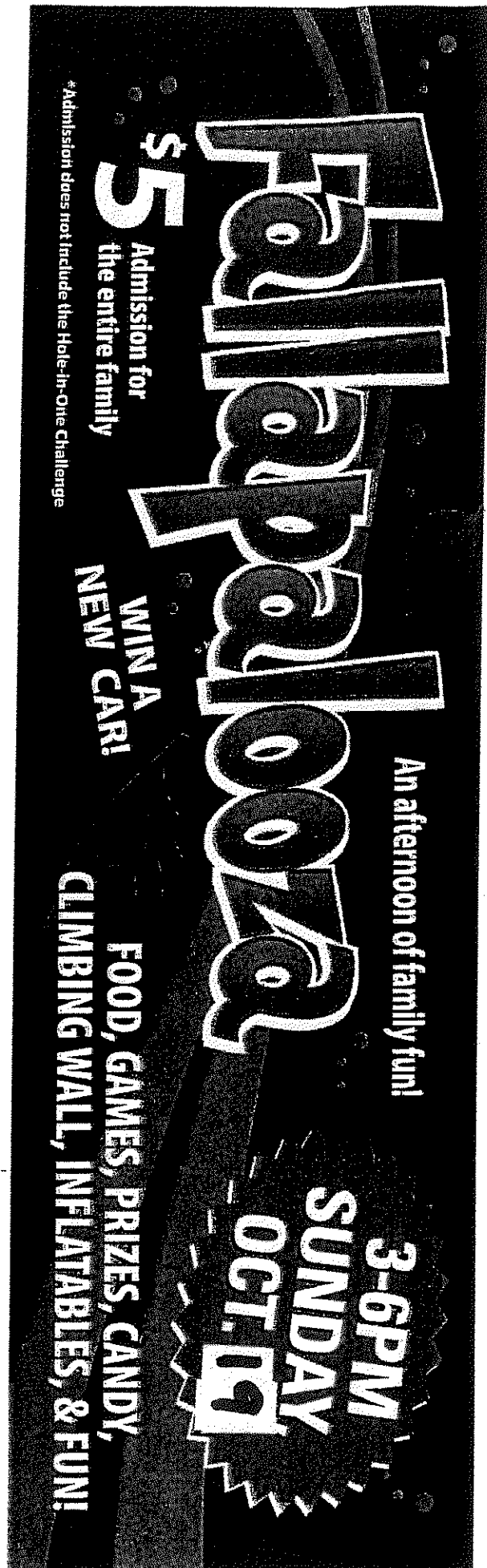
|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                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

### Special event permit - authorization by Permitting Official

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

|    | OK<br>✓ 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:<br>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.                                                            |          |



A black and white poster for the Fallapalooza event. The title 'Fallapalooza' is written in a large, stylized, bubbly font across the center. To the right of the title, it says 'An afternoon of family fun!'. Below the title, on the right, is a starburst graphic containing the text '3-6PM SUNDAY OCT. 17'. To the left of the title, it says '\$5 Admission for the entire family' with a large '\$5' at the top. Below this, it says 'WIN A NEW CAR!' and 'FOOD, GAMES, PRIZES, CANDY, CLIMBING WALL, INFLATABLES, & FUN!'. At the bottom left, there is a small asterisk and the text '\*Admission does not include the Hole-In-One Challenge'.

3'x10'

# Certificate of Flame Resistance



REGISTERED FABRIC  
ON  
CONCERN NUMBER

F-57101

ISSUED BY

DIVISION OF TVF INC  
401 WEST CARMEL DRIVE  
CARMEL IN 46032

Date treated or  
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR JINGO JUMP

CITY GLENDALE

ADDRESS 1819 DANA STREET UNIT 2

STATE CALIFORNIA 91201

Certification is hereby made that: (Check "a" or "b")

- ☐ (a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used \_\_\_\_\_

Chem. Reg. No. \_\_\_\_\_

Method of application \_\_\_\_\_

- ☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used VCP-18N1-FR Reg. No. F-57101

The Flame Retardant Process Used will not Be Removed By Washing  
(will or will not)

*Bob Burns*

Name of Applicant or Production Superintendent

By BOB BURNS VP OF SALES  
Name Title

FR-3

# **COLD INFLATABLES**

**DATE:** \_\_\_\_\_

**THE MATERIAL USED  
IN THIS INFLATABLE  
IS FIRE RETARDANT**

**MEETING:**

**NFPA 701-1989**

**LARGE SCALE TEST**

**AND**

**NFPA 1989**

**IN THIS INFLATABLE  
IS FIRE RETARDANT**

**MEETING:  
NFPA 701-1989  
LARGE SCALE TEST  
- AND -  
NFPA 1999  
TEST 1 AND TEST 2**



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM) 6.2.a  
9/10/2014

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

|                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGENCY<br>Harwell-Green<br>800 Ridge Lake Blvd.<br>Suite 303<br>Memphis TN 38120<br>FAX (901) 374-9884<br>E-MAIL ADDRESS: agreeen@harwellgreen.com<br>CODE: PR 211<br>AGENCY CUSTOMER ID #: 00001800<br>INSURED<br>New Hope Christian Church<br>3300 Kirby Whitten Parkway<br>Bartlett TN 38134 | PHONE (A/C, No, Ext): (901) 374-9220<br>COMPANY<br>Travelers Property & Casualty<br>P.O. Box 98932<br>Chicago IL 60693-8932<br>LOAN NUMBER<br>POLICY NUMBER<br>6602A796824COF14<br>EFFECTIVE DATE<br>6/19/2014<br>EXPIRATION DATE<br>6/19/2015<br>CONTINUED UNTIL TERMINATED IF CHECKED<br>THIS REPLACES PRIOR EVIDENCE DATED: |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc# 00001/Bldg# 00001  
3300 Kirby Whitten Parkway  
Bartlett, TN 38134

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS                                  | AMOUNT OF INSURANCE | DEDUCTIBLE |
|------------------------------------------------------------|---------------------|------------|
| Building, Replacement Cost, Special form                   | 12,018,625          | 2,500      |
| Business Personal Property, Replacement Cost, Special form | 964,080             | 2,500      |
| Earthquake, Replacement Cost, Special form                 | 5,000,000           | 10.00      |

## REMARKS (Including Special Conditions)

## CANCELLATION

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

## ADDITIONAL INTEREST

|                                               |            |                    |
|-----------------------------------------------|------------|--------------------|
| New Hope Christian Church                     | MORTGAGEE  | ADDITIONAL INSURED |
|                                               | LOSS PAYEE |                    |
|                                               | LOAN #     |                    |
| AUTHORIZED REPRESENTATIVE<br>Charlene Shields |            |                    |



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 09/23/14 07:00 PM

Department: Engineering

Category: Grant

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

## Proposal for Engineering and Administration of Disaster Recovery Grant.

The City of Bartlett received a disaster recovery grant to repair and rework damage from the flooding in the 2011 Storms. Two projects were considered: A repair along Fletcher Creek near Appling Road and a reworking of the headwall at Stage Road and the library. Attached is the award letter indicating the \$1,000,000 award.

Barge, Waggoner, Sumner and Cannon prepared the grant submittal and will be designing and administering the grant. The cost to design and administer the grant is \$193,000 for both projects. No local dollars are required for the grant.

Attached are cost estimates of each project. The City will design and bid the Appling project as the base bid and design, and bid the headwall replacement as an alternate to the base bid. The City will then build as much as we have money to build.

I have also included a breakdown of the cost:

|         |                                           |             |
|---------|-------------------------------------------|-------------|
| Phase I | Appling Ditch                             | \$ 799,140  |
| Phase 2 | Stage Road Headwall                       | \$ 240,860  |
|         |                                           | <hr/>       |
|         |                                           | \$1,030,000 |
|         | Credit for Inspection<br>by City employee | (\$30,000)  |
|         |                                           | <hr/>       |
|         | Total for Grant                           | \$1,000,000 |

See attached sheets for Phase I and 2.

Please award Barge, Waggoner, Sumner and Cannon the engineering and administration of \$193,000 for this grant. A copy of their proposal is attached. All this cost is reimbursable from the grant.



State of Tennessee  
Department of Economic and Community Development

Office of Federal Programs  
William R. Snodgrass Tennessee Tower, 26<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243-1102

August 26, 2014

The Honorable A. Keith McDonald  
Mayor  
6400 Stage Road  
Bartlett, Tennessee 38134

RE: 2011 Disaster Bartlett CDBG Application

Dear Mayor McDonald:

I am pleased to inform you that Governor Haslam has approved your 2011 CDBG Disaster application in the amount of \$1,000,000. As you know, CDBG funds cannot be released until a contract between the state and your community has been executed and contract conditions have been satisfied. A contract will be emailed to you in the coming days.

This letter will also serve as approval to use Shannon Cotter of BWSC, Inc. as the administrator for this project and Bryant Bondurant of BWSC, Inc. for the engineering services for this project.

Activities which you may begin to work on with receipt of this letter are the environmental review, administration and engineering design. Please note environmental review records are due to ECD within 75 days of receipt of this letter. If there will be a delay, please contact ECD as soon as possible.

The following items are needed from you:

- Revised Budget
- ACH, W-9 Form, Voided Check, and Signature Authorization Forms

If you have any additional questions, please contact me at [brooxie.carlton@tn.gov](mailto:brooxie.carlton@tn.gov) or 615-741-8806.

Sincerely,

A handwritten signature in black ink, appearing to read "Brooxie Carlton".

Brooxie Carlton  
Director

cc: Shannon Cotter  
Bryant Bondurant

Attachment: SKMBT\_28314090809300.pdf (1336 : Disaster Recovery Grant Program)

## 2011 DISASTER RELIEF

## GRANT BUDGET

GRANT CONTRACT # Phase 1

GRANTEE: CITY OF BARTLETT

GRANTEE CONTACT: SHANNON S. COTTER (901) 212-0912

PROGRAM AREA: COMMUNITY DEVELOPMENT BLOCK GRANT

| THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: through                                                                             |                      |                       |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|---------------------|
| EXPENSE OBJECT LINE-ITEM CATEGORY                                                                                                                  | GRANT CONTRACT       | GRANTEE PARTICIPATION | TOTAL PROJECT       |
| Construction                                                                                                                                       | \$ 620,000.00        | \$0.00                | \$620,000.00        |
| Construction Inspection (**)                                                                                                                       | \$ 33,040.00         | \$0.00                | \$33,040.00         |
| Engineering Design                                                                                                                                 | \$ 73,000.00         | \$0.00                | \$73,000.00         |
| Engineering (other than design)                                                                                                                    | \$ 31,500.00         | \$0.00                | \$31,500.00         |
| Legal Services (**)                                                                                                                                | \$ -                 | \$0.00                | \$0.00              |
| Appraisals (**)                                                                                                                                    | \$ -                 | \$0.00                | \$0.00              |
| Acquisition of Property (**)                                                                                                                       | \$ -                 | \$0.00                | \$0.00              |
| Relocation (payments and assistance to persons, businesses, or non-profit organizations, including movement to other temporary or permanent sites) | \$ -                 | \$0.00                | \$0.00              |
| Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)                                                                   | \$ -                 | \$0.00                | \$0.00              |
| Housing Inspection                                                                                                                                 | \$ -                 | \$0.00                | \$0.00              |
| Clearance and Demolition of Structures                                                                                                             | \$ -                 | \$0.00                | \$0.00              |
| Professional Fee (Detail attached)                                                                                                                 | \$ 30,000.00         | \$0.00                | \$30,000.00         |
| Tap Fees (for "low and moderate income" beneficiaries)                                                                                             | \$ -                 | \$0.00                | \$0.00              |
| Environmental Review                                                                                                                               | \$ 1,950.00          | \$0.00                | \$1,950.00          |
| Other Non-Personnel Expenses (Detail attached)                                                                                                     | \$ 1,950.00          | \$0.00                | \$1,950.00          |
| Project Contingency (for potential project costs exceeding the total budget amount in line items above) (***)                                      | \$ 7,700.00          | \$0.00                | \$7,700.00          |
| <b>GRAND TOTAL</b>                                                                                                                                 | <b>\$ 799,140.00</b> | <b>\$0.00</b>         | <b>\$799,140.00</b> |

(\*) Portion of these services (\$23,500) will be provided by Bartlett Engineering

(\*\*) Removed from scope because work will not require land acquisition

**2011 DISASTER RELIEF  
GRANT ENGINEERING BUDGET**

**Phase 1**

| Design Phase                                                                      | GRANT<br>CONTRACT    |  | TOTAL PROJECT       |
|-----------------------------------------------------------------------------------|----------------------|--|---------------------|
| <b>Services Provided by BWSC</b>                                                  |                      |  |                     |
| <b>Engineering Design</b>                                                         |                      |  | <b>\$73,000.00</b>  |
| - Geotechnical                                                                    | \$ 15,000.00         |  |                     |
| - Preliminary Design                                                              | \$ 22,620.00         |  |                     |
| - Final Design                                                                    | \$ 35,380.00         |  |                     |
| <b>Engineering (other than design)</b>                                            |                      |  | <b>\$31,500.00</b>  |
| - Survey                                                                          | \$ 9,600.00          |  |                     |
| - ARAP Permit Applications                                                        | \$ 11,200.00         |  |                     |
| - Bidding/Submittal Review/CA During Construction                                 | \$ 10,700.00         |  |                     |
| <b>Professional Fee (Detail attached)</b>                                         |                      |  | <b>\$30,000.00</b>  |
| - Grant Administration                                                            | \$ 25,800.00         |  |                     |
| - Grant Record Submission                                                         | \$ 4,200.00          |  |                     |
| <b>Construction Inspection</b>                                                    |                      |  | <b>\$9,500.00</b>   |
| - Construction Inspection                                                         | \$ 9,500.00          |  |                     |
| <b>Environmental Review</b>                                                       |                      |  | <b>\$1,950.00</b>   |
| - NPEA Environmental Review                                                       | \$ 1,950.00          |  |                     |
| <b>Other Non-Personnel Expenses</b>                                               |                      |  | <b>\$1,950.00</b>   |
| Publications of Environmental Notices, Fair Housing Activities, Bid Advertisement | \$ 1,950.00          |  |                     |
|                                                                                   |                      |  |                     |
| <b>Services Provided by Bartlett</b>                                              |                      |  |                     |
| <b>Construction Inspection (Bartlett Engineering)</b>                             |                      |  | <b>\$23,500.00</b>  |
| - Construction Inspection                                                         | \$ 23,500.00         |  |                     |
| <b>GRAND TOTAL</b>                                                                | <b>\$ 171,400.00</b> |  | <b>\$171,400.00</b> |

Attachment: SKMBT\_28314090809300.pdf (1336 : Disaster Recovery Grant Program)

## 2011 DISASTER RELIEF

## GRANT BUDGET

GRANT CONTRACT # Phase 2

GRANTEE: CITY OF BARTLETT

GRANTEE CONTACT: SHANNON S. COTTER (901) 212-0912

PROGRAM AREA: COMMUNITY DEVELOPMENT BLOCK GRANT

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: through

| EXPENSE OBJECT LINE-ITEM CATEGORY                                                                                                                  | GRANT CONTRACT       | GRANTEE PARTICIPATION | TOTAL PROJECT       |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|---------------------|
| Construction                                                                                                                                       | \$ 187,000.00        | \$0.00                | \$187,000.00        |
| Construction Inspection (**)                                                                                                                       | \$ 9,960.00          | \$0.00                | \$9,960.00          |
| Engineering Design                                                                                                                                 | \$ 22,000.00         | \$0.00                | \$22,000.00         |
| Engineering (other than design)                                                                                                                    | \$ 9,500.00          | \$0.00                | \$9,500.00          |
| Legal Services (**)                                                                                                                                | \$ -                 | \$0.00                | \$0.00              |
| Appraisals (**)                                                                                                                                    | \$ -                 | \$0.00                | \$0.00              |
| Acquisition of Property (**)                                                                                                                       | \$ -                 | \$0.00                | \$0.00              |
| Relocation (payments and assistance to persons, businesses, or non-profit organizations, including movement to other temporary or permanent sites) | \$ -                 | \$0.00                | \$0.00              |
| Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)                                                                   | \$ -                 | \$0.00                | \$0.00              |
| Housing Inspection                                                                                                                                 | \$ -                 | \$0.00                | \$0.00              |
| Clearance and Demolition of Structures                                                                                                             | \$ -                 | \$0.00                | \$0.00              |
| Professional Fee (Detail attached)                                                                                                                 | \$ 9,000.00          | \$0.00                | \$9,000.00          |
| Tap Fees (for "low and moderate income" beneficiaries)                                                                                             | \$ -                 | \$0.00                | \$0.00              |
| Environmental Review                                                                                                                               | \$ 550.00            | \$0.00                | \$550.00            |
| Other Non-Personnel Expenses (Detail attached)                                                                                                     | \$ 550.00            | \$0.00                | \$550.00            |
| Project Contingency (for potential project costs exceeding the total budget amount in line items above) (***)                                      | \$ 2,300.00          | \$0.00                | \$2,300.00          |
| <b>GRAND TOTAL</b>                                                                                                                                 | <b>\$ 240,860.00</b> | <b>\$0.00</b>         | <b>\$240,860.00</b> |

(\*\*) Portion of these services (\$6,500) will be provided by Bartlett Engineering

(\*\*\*) Removed from scope because work will not require land acquisition

**2011 DISASTER RELIEF  
GRANT ENGINEERING BUDGET**

**Phase 2**

| Design Phase                                                                      | GRANT<br>CONTRACT   |  | TOTAL PROJECT      |
|-----------------------------------------------------------------------------------|---------------------|--|--------------------|
| <b>Services Provided by BWSC</b>                                                  |                     |  |                    |
| <b>Engineering Design</b>                                                         |                     |  | <b>\$22,000.00</b> |
| - Geotechnical                                                                    | \$ -                |  |                    |
| - Preliminary Design                                                              | \$ 14,880.00        |  |                    |
| - Final Design                                                                    | \$ 7,120.00         |  |                    |
| <b>Engineering (other than design)</b>                                            |                     |  | <b>\$9,500.00</b>  |
| - Survey                                                                          | \$ 2,900.00         |  |                    |
| - ARAP Permit Applications                                                        | \$ 3,300.00         |  |                    |
| - Bidding/Submittal Review/CA During Construction                                 | \$ 3,300.00         |  |                    |
| <b>Professional Fee (Detail attached)</b>                                         |                     |  | <b>\$9,000.00</b>  |
| - Grant Administration                                                            | \$ 7,700.00         |  |                    |
| - Grant Record Submission                                                         | \$ 1,300.00         |  |                    |
| <b>Construction Inspection</b>                                                    |                     |  | <b>\$3,500.00</b>  |
| - Construction Inspection                                                         | \$ 3,500.00         |  |                    |
| <b>Environmental Review</b>                                                       |                     |  | <b>\$550.00</b>    |
| - NPEA Environmental Review                                                       | \$ 550.00           |  |                    |
| <b>Other Non-Personnel Expenses</b>                                               |                     |  | <b>\$550.00</b>    |
| Publications of Environmental Notices, Fair Housing Activities, Bid Advertisement | \$ 550.00           |  |                    |
|                                                                                   |                     |  |                    |
| <b>Services Provided by Bartlett</b>                                              |                     |  |                    |
| <b>Construction Inspection (Bartlett Engineering)</b>                             |                     |  | <b>\$6,500.00</b>  |
| - Construction Inspection                                                         | \$ 6,500.00         |  |                    |
| <b>GRAND TOTAL</b>                                                                | <b>\$ 51,600.00</b> |  | <b>\$51,600.00</b> |

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 09/23/14 07:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

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**Purchase of file server hardware.**

The Bartlett IT Department has recommended upgrading the current MUNIS Financial software to the latest revision this year. The File Server hardware that hosts the software will need to be replaced to accommodate the upgrade. The cost of the necessary hardware is \$18,097.60 and will be sourced from several vendors all complying with pre-negotiated government contracts. Funds are available in 123.48123.255 and 123.48123.933.

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

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Meeting: 09/23/14 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

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**Purchase of 12 2014 Dodge Chargers.**

The Bartlett Police Department respectfully requests to purchase (12) Dodge Chargers off the Tennessee State bid from Chrysler Jeep of Columbia, TN. The State bid is comparable to sealed bid pricing, \$23,616.00 each; however, the wait time for cars purchased from seal bids is at least 3 months and the State bid has cars readily available. Eight of the vehicles would be taken from the 311 Capital Fund account at \$188,928.00, and four of the vehicles would be purchased from the drug fund at \$94,464.00. This purchase is budgeted from both accounts.

## TN VEHICLE QUOTE TEMPLATE

|        |                 |
|--------|-----------------|
| Dealer | TT Columbia CDI |
|--------|-----------------|

For internal TN use only

| Specification Summary |                            | Contract Details     |               |                     |                              |
|-----------------------|----------------------------|----------------------|---------------|---------------------|------------------------------|
| Brief Description     | 2014 Dodge Charger Pursuit | Destination Charges  | Dealer Profit | Prompt Pay Discount | Dealer After Market Svc. Fee |
| Delivery location(s)  | Bartlett PD / Garage       | Region 1 \$ 1,095.00 | \$ 750.00     | 4%                  | 8.00%                        |
| Delivery Region       | Region 4                   | Region 2 \$ 1,095.00 | \$ 750.00     | 4%                  | 8.00%                        |
| Volume Required       | 1                          | Region 3 \$ 1,095.00 | \$ 750.00     | 4%                  | 8.00%                        |
| Delivery Date         | TBD                        | Region 4 \$ 1,095.00 | \$ 750.00     | 4%                  | 8.00%                        |

## INSTRUCTIONS FOR VENDORS

- Before completing this worksheet, please ensure you have reviewed the Detailed Vehicle Specifications included in addition to this worksheet
- For all cells highlighted in green, dealer shall provide a pricing or descriptive response based on the Detailed Vehicle Specification
- Blue cells are calculations that cannot be changed directly
- In addition to this worksheet, dealer must submit a detailed specification sheet for the make/model being proposed

| Description                                              | Price         | Incentives | Notes                                                                                                  |
|----------------------------------------------------------|---------------|------------|--------------------------------------------------------------------------------------------------------|
| Vehicle Base Invoice                                     | \$ 31,178.00  |            |                                                                                                        |
| Invoice pricing for all optional equipment (as required) | \$ 307.00     |            |                                                                                                        |
| Fleet incentive (enter as negative number)               | \$ (9,120.00) |            |                                                                                                        |
| Cost of after market add-ons                             | \$ 375.00     |            |                                                                                                        |
| Dealer after market service fee                          | \$ 4,000.00   | 4%         | Calculated from details below                                                                          |
| Destination Charges                                      | \$ 1,095.00   | -          | If able to reduce after market service fee, enter percentage reduction here (enter as positive number) |
| Dealer Profit                                            | \$ 750.00     | -          | If able to reduce destination charge, enter amount of reduction here (enter as positive number)        |
| Vehicle Cost                                             | \$ 24,600.00  |            | If able to reduce dealer profit, enter amount of reduction here (enter as positive number)             |
| Prompt Pay Discount (NET 30)                             | \$ 4%         |            | If able to increase prompt pay discount, enter additional discount here (enter as positive number)     |
| TOTAL VEHICLE COST (LESS DISCOUNT)                       | \$ 23,616.00  |            |                                                                                                        |
| EPA estimated Annual Fuel Cost for the vehicle bid       | \$ -          |            |                                                                                                        |
| EPA estimate x 5 Years                                   | \$ -          |            |                                                                                                        |
| TOTAL COST OF OWNERSHIP (5 YEAR)                         | \$ 23,616.00  |            |                                                                                                        |
| Number Vehicles Purchased                                |               |            |                                                                                                        |
| TOTAL EXTENDED COST                                      | \$ 23,616.00  |            | USED FOR EVALUATION                                                                                    |

|                     |         |                    |
|---------------------|---------|--------------------|
| Vehicle Description | Make    | Dodge              |
|                     | Model   | Charger            |
|                     | Variant | Police Pursuit RWD |

If vehicle requires aftermarket equipment, please provide detailed breakdown below

| After Market Add-ons        |               |
|-----------------------------|---------------|
| Description of part/service | Invoice Price |
| B&W WRAP DOORS ONLY         | \$ 375.00     |
| TOTAL                       | \$ 375.00     |



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 09/23/14 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: David Thompson

## Bid for Basketball Uniforms for 2014 Season.

On August 21, 2014, an ad was placed in the *The Daily News*. On September 9, 2014, the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

|                          |             |
|--------------------------|-------------|
| <b>The Awards Place*</b> | \$10,879.00 |
| CDR                      | \$12,650.00 |
| Rip It                   | \$12,406.50 |
| Think Threads            | \$13,483.75 |
|                          |             |
|                          |             |

We recommend the bid be awarded to **The Awards Place** for a total price of **\$10,879.00**.

Funds are available in Account **11044200.335**.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

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Meeting: 09/23/14 07:00 PM

Department: Parks and Recreation

Category: Proposal

Prepared By: Susan Bingel

Department Head: David Thompson

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**Softball Tournament requests for 2014.**

October 11, 2014 Appling Ballfield

OCU Reloaded Softball

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED**

Meeting: 09/23/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

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**AGENDA ITEM**

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**Residential Subdivision Contract for Alexander Hodge  
Subdivision.**

## RESIDENTIAL 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 ANTHONY ALEXANDER, hereinafter referred to as the DEVELOPER.

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

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: ALEXANDER HODGE SUBDIVISION, dated April 2014, made by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has by resolution of May 5, 2014, approved the Construction Plan and established certain conditions for approval of the Final Plat of said subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

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

Attachment: forme1104 Alexander Hodge subdiv (1345 : Alexander Hodge Residential Subdivision Contract)

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

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

#### **GENERAL PROVISIONS**

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

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

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

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

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

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

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

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

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

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

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

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

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

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

## II

### **FIXED IMPROVEMENTS**

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

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

### **STREET PAVING/TRAFFIC CONTROL SIGNS**

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved a double surface seal coat treatment will be applied. This course will be paid for 100% by the DEVELOPER prior to placing the asphalt. The Seal Coat will be applied by the low bid contractor and the cost will be paid for by the DEVELOPER. The first 2 inch asphalt course will be applied at a time deemed appropriate by the City Engineer or at  $\pm$  50% build out. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III

#### **FINAL STREET PAVING**

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

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

#### IV

#### WATER SERVICE

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

## V

### **WATER SERVICE EXPANSION FEE**

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

## VI

### **SEWER SERVICE**

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

## VII

### **SEWER CONNECTION CHARGE**

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

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

## VIII

### **JEOPARDY OF BUILDING PERMITS**

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

## IX

### **SEDIMENT AND DEBRIS**

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

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

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

## X

### EASEMENTS

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

**XI****TITLE TO WATER AND SEWER LINES**

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

**XII****DRAINAGE DESIGN RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### XIII

#### **WARRANTY PROVISIONS**

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

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

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

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

**XIV****STREET LIGHTS**

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

**XV****BONDING REQUIREMENTS**

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

**XVI****HOLD HARMLESS**

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or

installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

## XVII

### **PARKLAND FEES**

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

### **SPECIAL CONDITIONS:**

1. No building permit shall be issued until applicant has recorded the plat to create 2 lots and then re-recorded the plat to consolidate the 2 lots into 1.

## XVII

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

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

1. Water Plant Expansion 15% of Water Main Cost  
(Water Main Cost = \$1,500) \$ 225.00
2. a. Water System Engineering & Subdivision Review  
(6% of Water Main Cost) \$ 90.00
  - b. Subdivision & site plan review fee @ \$175  
per lot. \$2.00 \$ 350.00
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of  
sewer line extension (whichever is greater). Minimum  
charge of \$25 per contract  
\$10 implies \$20.00  
\$25 implies # \$ 25.00
4. City Subdivision Inspection:
  - A: 3% of Development Cost \$2,289
  - or B: \$300.00 per Lot \$ 600
  - Whichever is greater \$ 2,289.00
  - Development Cost = \$76,296.00
5. Water Connection Fee @ \$2,000 per lot (1 Lot) \$ 2,000.00
6. Sewer Connection Fee @ \$2,000 per lot (1 Lot) \$ 2,000.00
- DRAINAGE BASIN:**
7. Drainage control fee for those lots not served  
by a Detention Basin @ \$500 per Lot  
1 Lot \$500 \$ \_\_\_\_\_
8. Drainage control fee for lots served by a Detention  
Basin @ \$250 per Lot (1 Lot) \$ 250.00
9. City portion of Water Improvements \$ \_\_\_\_\_
- PARK LAND DISTRICT: 2**
10. Park Land Development Fee @ \$700 per Lot (1 Lot) \$ 700.00

**\*\* TOTAL DUE CITY - Make check in this amount. \$ 7,929.00**

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 at \$450 per lot) - existing \$ N/A

TOTAL DUE II \$ \_\_\_\_\_

III. Upon Execution of Subdivision Contract and  
Before Construction Begins 100% of Development  
Cost (BOND AMOUNT) \$ **76,296.00**

Attachment: forme1104 Alexander Hodge subdiv (1345 : Alexander Hodge Residential Subdivision Contract)

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

\_\_\_\_\_  
 CITY OF BARTLETT

\_\_\_\_\_  
 DEVELOPER

\_\_\_\_\_  
 DEVELOPER

\_\_\_\_\_  
 TYPED OR PRINTED SIGNATURE

\_\_\_\_\_  
 TYPED OR PRINTED SIGNATURE

ATTEST:

\_\_\_\_\_  
 DEVELOPER

\_\_\_\_\_  
 TYPED OR PRINTED SIGNATURE

\_\_\_\_\_  
 CITY CLERK

\_\_\_\_\_  
 BONDING COMPANY

\_\_\_\_\_  
 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: \_\_\_\_\_  
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN \_\_\_\_\_

Attachment: forme1104 Alexander Hodge subdiv (1345 : Alexander Hodge Residential Subdivision Contract)

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 09/23/14 07:00 PM  
Department: Board of Mayor and Aldermen  
Category: Appointment  
Prepared By: Jeanie Underwood  
Department Head: A. Keith McDonald

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**Re-Appoint Deidre Seymour to the Bartlett Arts Council.**

Re-Appoint Deidre Seymour to the Bartlett Arts Council for a two-year term expiring September 30, 2016.



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

## SCHEDULED

### RESOLUTION (ID # 1338)

Meeting: 09/23/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1338

## **Resolution 33-14, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice FY14 Programs in the amount of \$6,282.57 and to amend the Fiscal Year 2015 Grant Operating Budget to appropriate the funds.**

**WHEREAS**, the Police Department did apply for and receive a FY14 Bulletproof Vest Partnership Grant from the U.S. Department of Justice in the amount of \$6,282.57 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 2015 Police department budget to fund the 50 percent local match; and

**WHEREAS**, it is necessary to accept the grant and amend the fiscal year 2015 Grant Fund operating budget to appropriate the \$6,282.57 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 \$6,282.57 and that the fiscal year 2014 Grant Fund operating budget be amended to appropriate these funds.

**Adopted this day of September 23, 2014**

\_\_\_\_\_  
W.C. Pleasant, Register to the

\_\_\_\_\_  
A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: \_\_\_\_\_  
Stefanie McGee, City Clerk



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

## SCHEDULED

### RESOLUTION (ID # 1346)

Meeting: 09/23/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1346

## **Resolution 31-14, a resolution to accept a 2011 CDBG Disaster Grant in the amount of \$1,000,000 from the State of Tennessee and to amend the Fiscal Year 2015 Grant Operating Budget to appropriate the funds.**

**WHEREAS**, the City of Bartlett did apply for a 2011 CDBG Disaster Grant; and

**WHEREAS**, the terms of the grant allow reimbursement of 100% for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability of \$1,000,000; and

**WHEREAS**, it is necessary to accept the grant and amend the fiscal year 2015 Grant Fund (Fund 131) operating budget to appropriate the \$1,000,000 grant funds for the repair of banks and streambeds of Fletcher Creek and rebuild the box culvert of Harrington Creek that flooded during the storms of 2011.

**NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen**, that the State of Tennessee Department of Economic and Community Development Grant be accepted in the amount of \$1,000,000 and that the fiscal year 2015 Grant Fund 131 operating budget be amended to appropriate these funds.

**Adopted this day of September 23, 2014**

\_\_\_\_\_  
W.C. Pleasant, Register to the

\_\_\_\_\_  
A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: \_\_\_\_\_  
Stefanie McGee, City Clerk



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**SUBMITTED**

Meeting: 09/23/14 07:00 PM

Department: Engineering

Category: Grant

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

### AGENDA ITEM

## Disaster Recovery Grant Program

The City of Bartlett received a disaster recovery grant to repair and rework damage from the flooding in the 2011 storms. Two projects were considered. A repair along Fletcher Creek near Appling Road and a reworking of the headwall at Stage Road and the library. Attached is the award letter indicating the \$1,000,000 award.

Barge, Waggoner, Sumner and Cannon prepared the grant submittal and will be designing and administering the Grant. The cost to design and administer the grant is \$193,000 for both projects. No local dollars are required for the grant.

Attached are cost estimates of each project. The City will design and bid the Appling project as the base bid and design and bid the headwall replacement as an alternate to the base bid. The City will then build as much as we have money to build.

I have also included a breakdown of the cost:

|         |                                           |             |
|---------|-------------------------------------------|-------------|
| Phase I | Appling Ditch                             | \$ 799,140  |
| Phase 2 | Stage Road Headwall                       | \$ 240,860  |
|         |                                           | <hr/>       |
|         |                                           | \$1,030,000 |
|         | Credit for Inspection<br>by City employee | (30,000)    |
|         |                                           | <hr/>       |
|         | Total for Grant                           | \$1,000,000 |

See attached sheets for Phase 1 and 2.

Please award Barge, Waggoner, Sumner and Cannon the engineering and administration of \$193,000 for this grant. A copy of their proposal is attached. All this cost is reimbursable from the grant.

Attachment: Disaster Recovery Grant 2011.pdf (1346 : CDBG Amendment to FY15 Budget)



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

## SCHEDULED

### RESOLUTION (ID # 1347)

Meeting: 09/23/14 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1347

## Resolution 32-14, a resolution to write off outstanding checks receivable resulting from uncollectable bad checks payable to the City of Bartlett.

**WHEREAS**, the City of Bartlett has carried returned checks receivable from individuals and businesses in the City's financial records dating back to 1998; and

**WHEREAS**, the Bartlett Finance Department has determined, through discussions with the various departments within the city and using due diligence in collection efforts, that the checks on the attached schedules are uncollectible and should be written off as uncollectible; and

**WHEREAS**, the selected checks to be written off should have an effective date of June 30, 2014;

**NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN** that the outstanding bad checks written to the City of Bartlett listed on the attached schedules totaling \$32,353.58 shall be written off effective June 30, 2014. Appropriate accounting entries to the books and records of the financial reporting system for the City of Bartlett shall be prepared and entered effective on the same date.

**Adopted this day of September 23, 2014**

\_\_\_\_\_  
W.C. Pleasant, Register to the

\_\_\_\_\_  
A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: \_\_\_\_\_

Stefanie McGee, City Clerk

**Accounts Receivable - Returned Checks & Bank Drafts**  
**Balance as of 6/30/14**

| Department                    | Working on<br>Collecting | Previously<br>Collected | Consider<br>Uncollectible at<br>6/30/14 |
|-------------------------------|--------------------------|-------------------------|-----------------------------------------|
| Animal Shelter                | \$ 50.00                 | \$ 630.00               | \$ 570.50                               |
| BSMC                          | -                        | -                       | 296.00                                  |
| Community Relations           | -                        | -                       | 180.00                                  |
| Finance Dept                  | -                        | -                       | 4,295.57                                |
| Personnel Dept                | -                        | -                       | 642.00                                  |
| Codes Dept                    | -                        | -                       | 64.00                                   |
| Courts                        | 533.25                   | 125.00                  | 3,901.12                                |
| Fire Dept                     | -                        | -                       | 687.20                                  |
| Library                       | 159.40                   | 0.99                    | 217.03                                  |
| Police                        | 1,155.00                 | -                       | 280.00                                  |
| Parks Dept                    | -                        | 85.00                   | 1,659.00                                |
| Athletics                     | -                        | -                       | 475.00                                  |
| Recreation Center             | 90.00                    | 1,904.40                | 8,714.87                                |
| Singleton                     | 105.00                   | 1,480.00                | 5,626.75                                |
| Water (pre 2008)              | -                        | -                       | 519.15                                  |
| <b>Total (account# 13210)</b> | <b>\$ 2,092.65</b>       | <b>\$ 4,225.39</b>      | <b>\$ 28,128.19</b>                     |

**Request Board Write off = \$32,353.58**

*Dates covered from 1998-2014*

Attachment: Returned Checks Written Off 6-30-14.pdf (1347 : Returned Check Writeoffs 2014)

| <u>Year</u>        | <u>Amount of Returned checks</u> |             |
|--------------------|----------------------------------|-------------|
| 1998               | \$ 505.74                        | 1%          |
| 1999               | \$ 430.00                        | 1%          |
| 2000               | \$ 365.00                        | 1%          |
| 2001               | \$ 4,391.55                      | 13%         |
| 2002               | \$ 210.00                        | 1%          |
| 2003               | \$ 367.84                        | 1%          |
| 2004               | \$ 662.00                        | 2%          |
| 2005               | \$ 145.15                        | 0%          |
| 2006               | \$ 1,586.27                      | 5%          |
| 2007               | \$ 4,637.77                      | 13%         |
| 2008               | \$ 1,302.60                      | 4%          |
| 2009               | \$ 1,317.95                      | 4%          |
| 2010               | \$ 4,913.86                      | 14%         |
| 2011               | \$ 5,151.58                      | 15%         |
| 2012               | \$ 3,456.47                      | 10%         |
| 2013               | \$ 3,193.20                      | 9%          |
| 2014               | \$ 1,809.25                      | 5%          |
| <b>Grand Total</b> | <b>\$ 34,446.23</b>              | <b>100%</b> |