



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 22, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

City Beautiful Commission, October 1 at 7 p.m.

Family Assistance Commission, October 5 at 6 p.m.

Planning Commission, October 5 at 7 p.m.

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

Parks and Recreation Advisory Board, October 8 at 7 p.m.

Bartlett Historical Society, October 12 at 7 p.m.

RECOGNITIONS

Firefighter promotion

Chief Wiggins presented Jeremy Herring with his promotion badge to lieutenant.

Presentation by Shelby County Trustee David Lenoir

Trustee Lenoir updates the Board twice a year to the financial health of Shelby County.

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

MINUTES ACCEPTANCE**Minutes of the September 8, 2015 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for New Hope Christian Church's Fallapalooza. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, October 25 from 3 to 6 p.m. at New Hope Christian Church.
- 2 Site Plan, grading, and erosion control contract for Fullview Missionary Baptist Church. (Wade Towles, Assistant Director of Engineering)**
The developer, Fullview Missionary Baptist Church, will pay \$6,901.23 in City fees. The bond is set at \$64,855.00.
- 3 Bid for one four-wheel drive front-deck mower. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Barton Equipment in the amount of \$20,300.00. Funds are available in Account 311.48311.785.30716.
- 4 Bid for HVAC replacement. (Jason Sykes, Director of BPACC)**
Recommend accepting the lowest bid from National HVAC Service for a total cost of \$15,490.00 to replace three HVAC units. Funds are available in Account 11045400 921.
- 5 Purchase of four replacement mowers. (David Thompson, Director of Parks and Recreation)**
Recommend accepting state bid price for replacement of four mowers in Parks Maintenance. Insurance recovery will be used to offset the cost of \$38,760.00 under Tennessee State Contract bid list. The vendor is Bartlett Small Engines. Funds are available in Account 110.44300.939.
- 6 Contract for architectural design for City Hall remodeling. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the architectural design contract with Ross Witt, PLLC in the amount of \$45,200.00. Funds are available in Account 311.48311.772.11016.

- 7 Contract for survey and design work to lower hill east of Ellis and New Brunswick intersection. (Rick McClanahan, Director of Engineering)**
Recommend awarding the survey and design contract to Pickering Firm in the amount of \$49,300.98, plus a contingency amount of \$699.02 for a total cost of \$50,000. Funds are available in Account 311.48311.772.452.

NEW BUSINESS

- 1 Appeal of the Design Review Commission's decision regarding the proposed sign package for Krispy Kreme Doughnuts, to be located at 6072 Stage Road. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick explained that Krispy Kreme Donuts is requesting two wall signs and a ground sign. One wall sign would be on the front of the building facing Stage Road; the second wall sign would face the private drive into the shopping center.

The Design Review Commission was unable to approve the full sign package at its September 21 special-called meeting because the wall signs are 8 square feet larger than ordinance allows.

Mayor McDonald said the Board needs to address signage on corner lots within the City's sign ordinances.

Alderman Parsons asked if the administration is considering this property a corner lot. Mayor McDonald explained that because this lot is adjacent to a private drive, it has the same attributes as a corner lot.

Alderman Elliott, the Board's liaison to the Design Review Commission, said she appreciated Krispy Kreme Donuts and City staff working toward a compromise. She polled the Commission members and a majority was in favor of this proposal.

Mayor McDonald explained that the urgency in getting this sign package approved is because Krispy Kreme plans to close on the property by September 30 and needed to know whether it would get its signs beforehand.

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

- 2 Resolution 28-15, a resolution to accept bulletproof vest partnership grant from the U.S. Department of Justice FY15 Programs in the amount of \$2,680.25 and to amend the Fiscal Year 2014 Grant Operating Budget to appropriate the funds. (Dick Phebus, Director of Finance)**

Mr. Phebus noted that this is a fifty percent matching-grant from the U.S. Department of Justice.

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

3 Resolution 29-15, a resolution to open a deposit account with SunTrust Bank and authorizations for transactions relating to proceeds from 2015 General Obligation Bonds. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Mayor McDonald said Bartlett's top crime problem is domestic violence; a woman was recently assaulted by her husband and is in critical condition. He encouraged citizens to have open discussions about domestic violence, to look for signs, and seek help.

Debbie Gelineau, Director of Community Relations, announced the Bartlett Festival will be held at W.J. Freeman Park Friday night, September 25 and Saturday, September 26.

Fire Chief Terry Wiggins invited the public to the 35th Annual Volunteer Firefighters Pancake Breakfast on Saturday, October 10 from 7 to 11 a.m. at the Bartlett Station Municipal Station.

ADJOURNMENT

Meeting adjourned at 7:30 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 8, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Vice Mayor Young

FUTURE MEETINGS

Parks and Recreation Advisory Board, September 10 at 7 p.m.

Bartlett Historical Society, September 14 at 7 p.m.

BPACC Advisory Board, September 15 at 6 p.m.

Design Review Commission, September 15 at 6:30 p.m.

Bartlett Arts Council, September 15 at 6:30 p.m.

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

Historic Preservation Commission, September 21 at 7 p.m.

Board of Mayor and Aldermen Work Session, September 22 at 5:30 p.m.

RECOGNITIONS

Presentation of "Best of" Awards by *The Bartlett Express*

Carolyn Bahm, Editor of *The Bartlett Express*, presented the Best of Awards.

Man of the Year - Todd Halford

Best Firefighter - Chris Chambers

Best Police Officer - Travis Riggs

Best City Employee - Debbie Gelineau

Best Performing Arts Center - BPACC

Best Fitness Center – BRC

Minutes Acceptance: Minutes of Sep 8, 2015 7:00 PM (MINUTES ACCEPTANCE)

Mayor's Youth Council Class of 2016

Madison Arthur, eighth grader at Appling Middle
 Carly Garrett, eighth grader at Appling Middle
 Paris James, eighth grader at Appling Middle
 Grace Jennings, sophomore at Bartlett High
 Ellie Jones, eighth grader at Appling Middle
 Corey Krumrey, eighth grader at Appling Middle
 Danerry Miller, senior at Bartlett High
 Hannah Muellenmeister, freshman at the Bartlett Academy
 Walt Price, freshman at Bartlett Academy
 Lydia Ross, junior at Bartlett High
 Marlee Sanders, eighth grader at Appling Middle
 Kobe Smith, eighth grader at Appling Middle
 Philip Speering, eighth grader at St. Ann
 Brandon Stevens, eighth grader at St. Ann
 Michael Thompson, junior at Bartlett High
 Olivia Tutor, eighth grader at Appling Middle
 Kayla Webster, eighth grader at Appling Middle
 Kaleigh Williams, eighth grader at Appling Middle
 Carlos Yatar, eighth grader at Appling Middle
 Tibirni Yusuf, eighth grader at Appling Middle

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

MINUTES ACCEPTANCE

Minutes of the August 25, 2015 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Special event permit for Ellendale Elementary 5K Fun Run. (Jim Brown, Director of Code Enforcement)**
 The event will be held on Saturday, November 7 from 10:30 a.m. to 3 p.m. at Ellendale Elementary.
- 2 Special event permit for Big Jim's Pumpkin and Christmas Trees sale. (Jim Brown, Director of Code Enforcement)**
 The event will be held from September 20 thru December 20 from 9 a.m. to 8 p.m. at 6777 Stage Road.

- 3 **Special event permit for Tennessee Baptist Children's Home Fall Festival and Car Show. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 17 from 9 a.m. to 2 p.m. at the children's home.
- 4 **Special event permit for 12 Hours of Stank mountain bike race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 7 from 7 a.m. to 10:30 p.m. at Nesbit Park.
- 5 **Bid for one two-wheel drive tractor. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Barton Equipment Company at a cost of \$15,000. Funds are available in Account 311.48311.785.30716
- 6 **Site plan contract for Bartlett Small Engines. (Wade Towles, Assistant Director of Engineering)**
The developer, Bartlett Small Engines, will pay \$4,804.92 in City fees. The bond is set at \$33,845.00.
- 7 **Planning Commission Report for September 2015. (Terry Emerick, Director of Planning and Economic Development)**
Item 1 - Site plan for Ion Media was approved with conditions.
Item 2 - Kate Hyde 64 Subdivision, Lot 2 was approved with conditions.

NEW BUSINESS

- I **Resolution 27-15, a resolution to delete uncollectible property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

The requested write-off amount is \$23.83 and is from Tax Years 2004 through 2006.

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

OPEN DISCUSSION

Alderman Elliott expressed her gratitude to the City's paramedics who recently assisted her coworker, who had blood clots in her lungs.

Police Lieutenant Todd Halford announced a Drug Take-Back Event scheduled for Saturday, September 26 at the Kroger at Highway 70 and Appling between 10 a.m. and 2 p.m.

ADJOURNMENT

Meeting adjourned at 7:15 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Sep 8, 2015 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

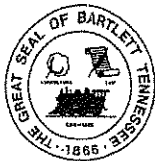
6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/22/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

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

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



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 - 25 - 2015 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 Looker - 9-14-2015
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: FALLAPALOOZA Fall Festival
 Location: 3300 Kirby Whitten Rd
 Dates: OCT - 25 - 2015

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/14/2015

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).

PRODUCER Harwell-Green 800 Ridge Lake Blvd. Suite 303 Memphis TN 38120	CONTACT NAME: Charlene Shields PHONE (A/C, No, Ext): (901) 374-9220 FAX (A/C, No): (901) 374-9884 E-MAIL ADDRESS: cshields@harwellgreen.com														
INSURED New Hope Christian Church 3300 Kirby Whitten Parkway Bartlett TN 38134	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Companies		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Companies															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL1591401107

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			PHPK1355649	6/19/2015	6/19/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
	DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

New Hope Christian Church

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

Charlene Shields/CHS

 ACORD 25 (2014/01)
 INS025 (201401)

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

An afternoon of family fun!

Fallapalooza

**3-6PM
SUNDAY
OCT. 25**

\$5 Admission for the entire family

**WIN A
NEW CAR!**

* Admission does not include the Hole-in-One Challenge

**FOOD, GAMES, PRIZES, CANDY,
CLIMBING WALL, INFLATABLES, & FUN!**

3' X 10' = 30 sq Ft

Certificate of Flame Resistance



REGISTERED FABRIC

OR

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 VEP-18NL-FR Reg. No. F-57101

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

Bob Burns
Name of Applicator or Production Superintendent

By BOB BURNS VP OF SALES
Name Title

FR-3

**IN THIS INFLATABLE
IS FIRE RETARDANT**

MEETING:

NFPA 701-1989

LARGE SCALE TEST

- AND -

NFPA 1999

TEST 1 AND TEST 2

COLED INFLATABLES

DATE: _____

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

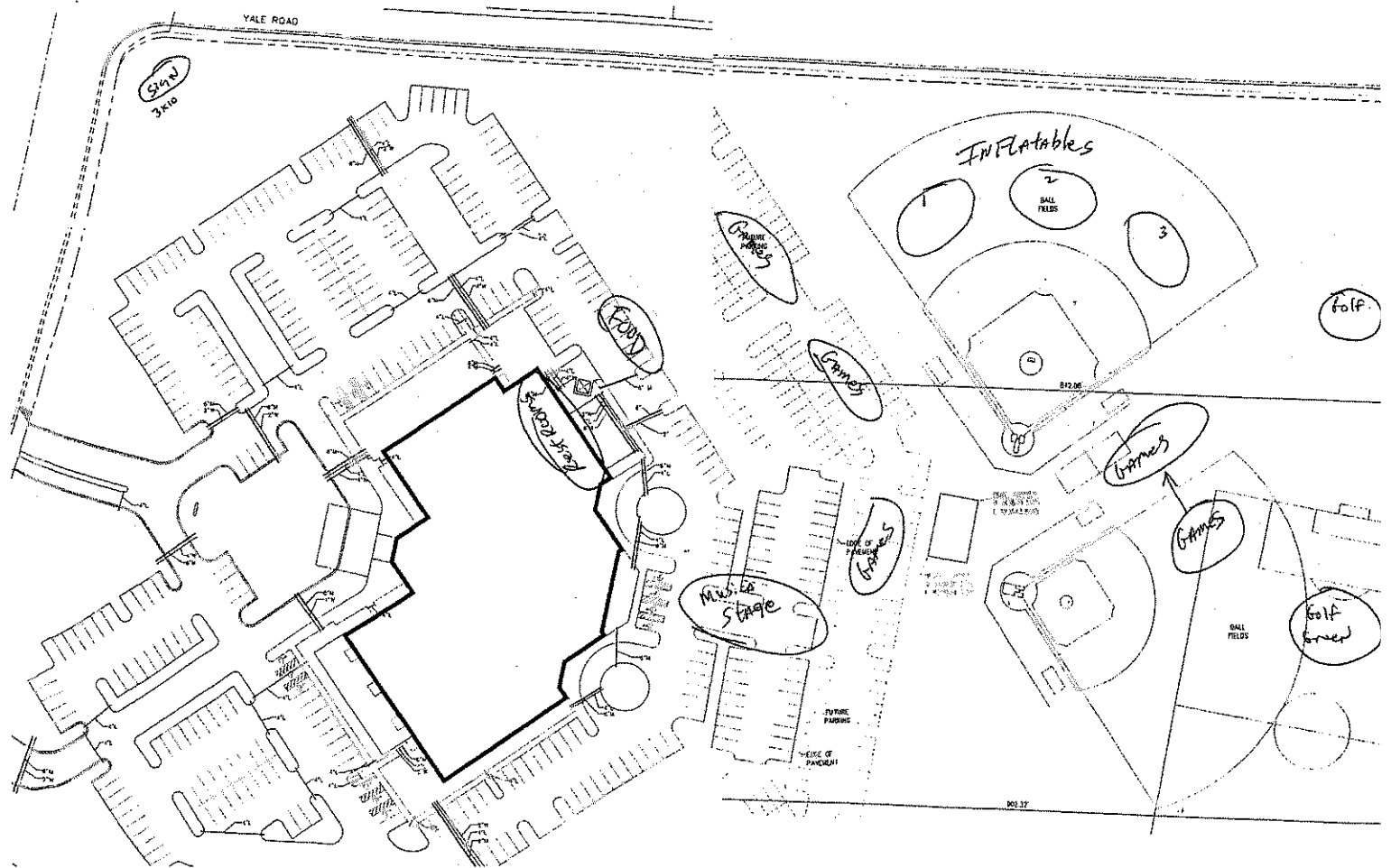
MEETING:

NEPA 701-1988

LARGE SCALE TEST

AND

IN 1989



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 09/22/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

AGENDA ITEM

**Site Plan, grading, and erosion control contract for Fullview
Missionary Baptist Church.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Bobby Simmons, Alderman**SECONDER:** Jack Young, Vice Mayor**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of June 1, 2015, approved the Site Plan, Grading, and Erosion Control Plans for Fullview Missionary Baptist Church, 7119 Memphis-Arlington Road and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

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

I

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

III

SEDIMENT AND DEBRIS

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

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

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

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

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

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

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

SPECIAL CONDITIONS:

1. The proposed driveway on St. Elmo is to be constructed as a Right In and Right Out Only. If this is proposed to be changed in the future to a full movement driveway, the plan and design shall be submitted to Bartlett Engineering for review and approval and the necessary contract.
2. The existing water service and water meter is being used as well as the existing sanitary sewer service.
3. The proposed building addition will be sprinkled.

XVII

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

Fullview Missionary Baptist Church, 7119 Memphis-Arlington Road

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$17,775.00)	<u>\$2,666.25</u>
2.	Water System Engineering and Subdivision Review @) 6% of Water Main Cost	<u>\$1,066.50</u>
3	Water Connection Fee @ \$2000 per Lot (residential) using existing water meter and water tap	<u>\$0.00</u>
4	Sewer Connection Fee @ \$2000 per Lot' sewer fee previously paid 1 Lots \$0.00 Drainage Basin south	
5	City Water/Subdivision Inspection @ A: 3% of Development Cost or B: \$300 per Lot Whichever is greater Development Cost = \$64,855.00	<u>\$1,945.65</u>
6	Site Plan Review Fee @ \$175.00 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175.00 x 1 \$175.00 1.5% x \$64,855.00 \$972.83	<u>\$972.83</u>
7	Drainage Control fee for lots served by a Detention Basin '@ \$250.00 per Lot 1 Lots	<u>\$250.00</u>

TOTAL DUE CITY **\$6,901.23**

**III. Upon Execution of Subdivision Contract and
Before Construction Begins**

TOTAL BOND DUE - III **\$64,855.00**

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

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

CITY OF BARTLETT

DEVELOPER: FULLVIEW MISSIONARY BAPTIST CHURCH

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for one four-wheel drive front-deck mower.

On August 20, 2015, an ad was placed in *The Daily News*. On September 10, 2015, the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Barton Equipment	\$20,300.00
Kalb Equipment	\$20,984.00
Stateline Tractor	\$24,193.77
Tennessee Tractor	\$26,150.00
Wooten Tractor	\$20,819.34

We recommend the bid be awarded to **Barton Equipment** for a total price of **\$ 20,300.00**.

Funds are available in Account 311.48311.785.30716.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM
Department: BPACC
Category: Bid
Prepared By: Stefanie McGee
Department Head: Jason Sykes

Bid for HVAC replacement.

On July 29, 2015 an ad was placed in *The Daily News*. On August 20, 2015, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

National HVAC Service	\$15,490
Walker J. Walker	\$18,610

We recommend the bid be awarded to National HVAC Service for a total price of \$15,490.

Funds are available in Account 11045400 921.

Thank you for your consideration.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Bobby Simmons, Alderman
SECONDER: Jack Young, Vice Mayor
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/22/15 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Dick Phebus

Department Head: David Thompson

Purchase of four replacement mowers.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

Contract for architectural design for City Hall remodeling.

Attached is the fee proposal from Ross Witt, PLLC for the architectural design work for the Bartlett City Hall Remodeling Project.

The current design proposal addresses the following aspects at Bartlett City Hall:

1. The renovations to the Mayor and Board Chambers to re design the dias to make it more user friendly for the Board members and staff.
2. Update the Audio/Visual by adding monitors to allow the public to see the items are being presented and discussed.
3. Remodel the rotunda and remodel the area used by the public to pay their water bills and provide security, storage and a more effective flow. This includes the alternate design of a City Seal to be installed in the floor.
4. ADA restroom renovations to the public restrooms in Bartlett City Hall.
5. Remodel the front area in the Mayor's office to provide more security.

This is a budgeted item with funding from account 311.48311.772.11016. Please award this design contract to RossWitt, PLLC in the amount of \$45,200.00.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



September 11, 2015

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

RE: Bartlett City Hall Renovations
 RWAID No 14-108

Dear **Mr. Towles**,

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

We propose to provide the following services for the design:

- Renovations to the interior of City Hall Mayor and Board Room and Rotunda to include new Dias, A/V System with five monitors, new floor and seal in Rotunda, new customer service area and associated HVAC, Security, access, and electrical work
- Architectural, A/V, and MPE Engineering design thru signed/sealed drawings and specifications
- Bidding and Permitting
- Project Closeout
- ADD Alternate Design to include Cosmetic and current ADA Renovations of the Public Restrooms in the Rotunda area
- ADD Alternate Design to include Cosmetic-Security Rail of Reception area to Mayor's offices
- ADD Alternate Design to include Logo in Floor of Rotunda vs regular flooring

Goals of the design work include:

1. The renovations to the Mayor and Board Chambers to re design the dias to make it more user friendly for the Board members and staff. This includes the prominent placement of the phrase "In God We Trust".
2. Update the Audio/Visual by adding monitors to allow the public to see the items are being presented and discussed.
3. Remodel the rotunda and remodel the area used by the public to pay their water bills and provide security, storage and a more effective flow. This includes the alternate design of a City Seal to be installed in the floor.
4. ADA restroom renovations to the public restrooms in Bartlett City Hall.
5. Remodel the front area in the Mayor's office to provide more security.

Fees for the above Scope are proposed to be a total of \$35,750.00 for architectural, interior design, and engineering and \$9,450.00 for Audio Visual Design (Memphis Audio) to be bid separately at the appropriate time.

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

Benjamin Witt or Debbie Ross	\$141/hour
Drafting and Technical Support (Interns)	\$ 97/hour

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

Also, we have not included time for DRC or Planning Commission meetings and submissions as we understand from you that these will not be required.

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

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

Sincerely,

Ross Witt, PLLC



Benjamin Witt, AIA
Principal Architect

Approved by: _____
Signature and title date



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Contract for survey and design work to lower hill east of Ellis and New Brunswick intersection.

Pickering Firm has submitted a proposal to survey and design the lowering of the hill east of the intersection of Ellis and New Brunswick.

The proposal is listed below:

1. Survey	\$19,586.02
1A. Survey Direct Expenses	\$369.20
2. Preliminary Engineering	\$14,737.88
2A. Soil Boring	\$3,420.00
3. ROW Plats & Survey Descriptions	\$11,187.88
Subtotal	\$49,300.98
4. Construction Plans	\$11,187.88
4A. Final Mylars	\$300.00

Total Engineering on project \$60,788.86

Request to fund activities 1-3 in the amount of \$49,300.98. This will get us to the Right-of-Way acquisition phase.

We will have to come back to the Board for appraisals and Right-of-Way purchase, so we can approve the construction plan design at that time.

The approved budget for this portion of the project is \$50,000; I would ask the Board to authorize the Mayor to sign a contract with Pickering Firm through the Right-of-Way phase for \$49,300.98, plus a \$699.02 contingency for a total expenditure of \$50,000. Funding to come from Account 311.48311.772.452.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Bobby Simmons, Alderman
SECONDER: Jack Young, Vice Mayor
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Rick McClanahan

From: Patrick Neal <pneal@pickeringfirm.com>
Sent: Wednesday, September 09, 2015 1:53 PM
To: Rick McClanahan
Cc: Wade Towles
Subject: Ellis Road Scope and Fee
Attachments: Ellis Road Scope and Fee 2015-09-09.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Rick,

I have attached an updated scope and fee based on our phone conversation yesterday. The breakdown is as follows:

Survey	\$19,586.02 (DL, OH, NF)
	\$ 369.20 (Expenses)
	\$19,955.22
Prelim	\$14,737.88 (DL, OH, NF)
	\$ 3,420.00 (Expenses)
	\$18,157.88
ROW	\$11,187.88 (DL, OH, NF)
	\$ - (Expenses)
	\$11,187.88
Subtotal thru ROW	\$49,300.98
Const	\$11,187.88 (DL, OH, NF)
	\$ 300.00 (Expenses)
	\$11,487.88
Total Project	\$60,788.86

Please review and advise accordingly.

Thanks,
 Patrick

From: Patrick Neal
Sent: Tuesday, September 01, 2015 6:04 PM
To: Rick McClanahan <rmccclanahan@cityofbartlett.org>
Cc: Wade Towles <wtowles@cityofbartlett.org>
Subject: Ellis Road Scope and Fee

Rick,



September 9, 2015

Mr. Rick McClanahan, P.E.
Director/City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

**RE: Ellis Road New Brunswick Roadway Modifications
RFQ# FY2016-07-004**

Dear Rick,

This letter is in response to your request for a scope of services and fee proposal for surveying and engineering in connection with the referenced project. We have enclosed the following items for your review:

- Scope of Services (Attachment 1 dated September 9, 2015)
- Fee Proposal (Attachment 2 dated September 9, 2015)
- Hourly Rate Schedule (Attachment 3 dated September 9, 2015)

Please review and advise accordingly.

Sincerely,

PICKERING FIRM INCORPORATED

Patrick Neal, P.E.
Project Manager

PN:prf

c: Mr. Wade Towles

T:\Patrick\Ellis Road\PN 2015-09-01 Ellis Road Modifications.doc

Attachment: SKMBT_28315091415260.pdf (1612 : Survey & Engineering for Ellis/New Brunswick Road)

ATTACHMENT 1
SCOPE OF SERVICES
FOR
Ellis Road New Brunswick Roadway Modifications
September 9, 2015

Pickering, Inc. proposes the following Scope of Services for design of the subject project:

A. Field Surveys

1. All topography and cross-sections will be obtained using ground, not aerial, mapping methods. Locations, topography, and cross-sections will be performed along Ellis Road beginning 200 ft. west of the New Brunswick Road intersection and proceeding east for a distance of 1,200 ft. Additionally, New Brunswick will be located a distance of 200 ft. on each approach, for a total of 400 ft.
2. A semi-permanent third-order level loop, tied to City benchmarks/control or other benchmarks/control as directed by the City, will be established in the project area at suitable locations for use during construction.
3. All horizontal surveys including the initial traverse will be done to a minimum of third-order, Class I accuracy, and will be tied to Tennessee State Plane.
4. Above ground utilities will be located in the field utilizing typical field survey methods. Below ground utilities will be located by measuring surface markings placed by the utility owner and/or One-Call. For major underground utilities (i.e., large water lines, etc.) Pickering will measure probed utility depths if the utility owner performs the actual probing.
5. Field staking of proposed ROW/easements is not included.

B. Geotechnical Investigation

1. Geotechnical investigation will be performed near the crest of the first vertical curve east of the intersection to determine existing soil characteristics. The investigation will include two borings at a depth of approximately 20 ft. each on the north side of Ellis Road on either side of the crest.
2. Pavement design is not included. The City of Bartlett will provide a standard paving section to be used on the project.

C. Roadway Designs

1. Roadway plans will be standard plan and profile, one inch equals 50 feet (horizontal) and 5 feet (vertical) scale, and will conform to all City of Bartlett drafting and construction standards. The roadway plans will contain sufficient and required notes, details and designs in conformance with standard City of Bartlett practice and will include driveway profiles.
2. Pickering will prepare designs for all affected drainage in the vicinity of the intersection in accordance with current City of Bartlett design criteria. An overall drainage map of the area will be included.
3. Pickering will prepare the design modifications to accommodate future plans for the development of Windsor Park Subdivision on the north side of Ellis Road. This will include horizontal and vertical

geometry as well as typical section and drainage. At the City's request, we will prepare a base bid and one bid alternate to handle the following scenarios:

- Base Bid: Lower Ellis Road to closely match the plans for Windsor Park Subdivision. Widen Ellis Road on the south side and include curb and gutter and sidewalk. Include drainage as needed to accommodate future development.
 - Bid Alternate: Widen Ellis Road on the north side and include curb and gutter and sidewalk. Include drainage as needed to accommodate future development.
4. Pickering will show, based on available maps and field work, existing utilities including gas, water, electricity, cable television and telephone on the plans. All designs, plans, details and specifications for relocation of said utilities or the addition of new utilities will be prepared by the utility owner. Utility coordination is not included.
 5. Pickering will prepare roadway cross-sections at 50' intervals for inclusion with the project construction plans. Cross-sections will be performed for base bid and bid alternate.
 6. Designs for retaining walls are not included.

D. Traffic Designs

1. Pickering will prepare a traffic control plan including a detour route since the road will be closed for construction. Plan will include temporary markings and signage, and all applicable notes and details.
2. Detailed traffic control plans for phased construction under traffic is not included.
3. Pickering will prepare permanent pavement marking and roadside signage plans. Design of overhead signs is not included.
4. Traffic counts or traffic studies are not included.
5. Traffic signal plans are not included.
6. Standard City of Bartlett details and specifications, supplemented with TDOT and MUTCD details and specifications as required, will be used for all traffic designs.

E. Miscellaneous Designs

1. Pickering will prepare plans, including notes and details, for erosion control (three phases) during construction. Pickering will develop a SWPPP for submittal to TDEC for review and approval to obtain construction storm water permit. Permit fees are not included.
2. Pickering will provide all drafting media for the project. All plans shall be in accordance with City of Bartlett Standards. All plans including cross sections shall be submitted on 4 mil mylar. The plans shall become City of Bartlett property after design completion. AutoCAD drawings will be furnished to the City of Bartlett at design completion. PFI will print plans for project review meetings and approvals, ROW acquisition, and bidding.
3. Pickering will prepare plats, key map and legal descriptions of proposed ROW and easement acquisitions for all affected properties. Separate plats and legal descriptions will not be developed for base bid vs. bid alternate but on the worst case scenario of the two.
4. The preparation of noise studies, air pollution studies, categorical exclusion documents, environmental impact statements, and environmental assessments is not included. Wetlands determination, wetlands mitigation design, and wetlands mitigation agreements are not included. The conductance of public hearings or public meetings is not included.

5. Roadway lighting designs are not included.

F. Bid Phase

1. Pickering will prepare the bidding package, specifications, general conditions, etc., using a standard template provided by the City of Bartlett. It is assumed that the City of Bartlett will handle the bidding process, including advertisement, plans issuance, bid opening and analysis, and contract award.

G. Construction Phase

1. If requested by the City of Bartlett, Pickering will provide construction engineering and inspection (CEI) services including but not limited to the following:
 - Part-time or full-time field inspection during construction operations.
 - Coordination with fronting property owners as required during construction.
 - Coordination with utility owners as required during construction.
 - Coordination with geotechnical testing laboratories for QA/QC/Acceptance testing.
 - Review/verification of contractor's monthly pay request.
 - Construction schedule monitoring.
 - Project close-out.

Construction phase services will be based on an agreed upon lump sum amount or billed on an hourly basis, as per the hourly rates in Attachment 3.

T:\Patrick\Ellis Road\PN 2015-09-09 Ellis Road Improvements Scope.doc

ATTACHMENT 2

CITY OF BARTLETT
MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

ELLIS ROAD

200 Ft. West of New Brunswick to approx. 1000 Ft. East

SHELBY County

General Comments:

Pickering Firm, Inc.

Patrick W. Neal, PE

6775 Lenox Center Court, Suite 300

(901) 729-5524

(901) 272-6911

pneal@pickeringfirm.com

Prepared By:

Patrick Neal

Date prepared:

9/9/2015

Project No.:

FY2016-07-004

Ellis Road Fee Proposal.xlsx
9/9/2015

Attachment: SKMBT_28315091415260.pdf (1612 : Survey & Engineering for Ellis/New Brunswick Road)

SURVEY SUMMARY

Survey Summary

Route: ELLIS ROAD 9/9/2015

Description: 200 Ft. West of New Brunswick to approx. 1000 Ft. East

County: SHELBY

Consultant: Pickering Firm, Inc.

Prepared By: Patrick Neal

Project No.: FY2016-07-004

Mainline Project Length: (miles)Number of Sideroads: Length: (feet)Office Travel Time per day (hrs): Crew Travel Time per day (hrs): Crew Work per day (hrs): Number of Existing Lanes: Proposed: Number of Driveways/Ramps:

Location:

Existing Road: Rural: New Alignment: Urban: Business: Rural Land Character: Woods: Terrain: Flat: Pasture: Rolling: Cultivated: Hilly: Mountains: Distance to Nearest Benchmark: milesNumber of Survey Updates:

R.O.W. Staking:

Iron Pins: Aerial Mapping Available: ☐ YES1 Stake Points: ☒ NO2 Stake Points: Approximate Obscured Area:

Use 100% if no mapping is available.

Proposed DTM Width: (ft)

Geotechnical Staking:

Points:

Drainage:

Approx. Number of Culvert Sites: Number of Bridges: Small: Medium: Large: Approx. Number of Property Tracts: Number of Railroad Crossings: Indicate Utilities Present: Elect. ☒Telephone ☒Cable TV: ☒Water ☒Sewer ☒Gas: ☒Fiber Optic ☒Petroleum Pipeline: ☐

Comments on Difficulty, Conditions or Other Considerations:

INPUT SIDEROADS LT & RT OF CENTERLINE	
Sideroad Name	Length (feet)
New Brunswick N	200
New Brunswick S	200
Total Length	
400	

SURVEY MANDAY ESTIMATE

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION:

Route: ELLIS ROAD

Description: 200 Ft. West of New Brunswick to approx. 1000 Ft. East

County: SHELBY

Prepared By: Patrick Neal

Consultant: Pickering Firm, Inc.

Date Prepared: 9/9/2015

Project No.: FY2016-07-004

TOTAL LENGTH(miles): 0.25

OFFICE TRAVEL TIME PER DAY(hrs): 1.00

CREW TRAVEL TIME PER DAY(hrs): 1.50

ACTIVITY	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	Total
	PM	O	P	I	R	R	F	F	
1. Establish & Stake Alignments			0.2	0.2	0.2	0.2			0.8
2. Update Survey									
3. Control Traverses	0.1		0.1	0.1	0.1	0.1			0.5
4. Set Aerial Control									
5. Bench Levels			0.1	0.1	0.1	0.1			0.4
6. Develop Digital Terrain Model	0.1	0.2	1.5	1.5	1.5	1.5			6.3
7. R.O.W., Deed & Utility Research	0.6	0.4							1.0
8. Property Owner Contact	0.8		0.8						1.6
9. Locate Property & Pres. R.O.W. Lines	1.2	1.2	2.0	2.0	2.0	2.0			10.4
10. Obtain Topo/Verify Aerial	0.1	0.3	1.2	1.2	1.2	1.2			5.2
11. Drainage Surveys (Culverts)	0.1	0.1	0.3	0.3	0.3	0.3			1.4
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.									
13. Railroad Surveys									
14. Utilities		0.1	0.7	0.7	0.7	0.7			2.9
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes			0.1	0.1	0.1	0.1			0.4
17. Note Reduction & other Calculations	0.2								0.2
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.	0.1	0.4							0.5
19. Supervision	0.2								0.2
20. Travel Time (8 HOUR MAN-DAYS)	0.4	0.1	1.6	1.4	1.4	1.4			6.3
TOTALS (8 HOUR MAN-DAYS)	3.9	2.8	8.6	7.6	7.6	7.6			38.1

SURVEY MANDAY ESTIMATE

PROJECT DESCRIPTION:

Route: ELLIS ROAD
 Description: 200 Ft. West of New Brunswick to approx. 1000 Ft. East
 County: SHELBY
 Consultant: Pickering Firm, Inc.
 Project No.: FY2016-07-004
 TOTAL LENGTH(miles): 0.25
 Date Prepared: 9/9/2015 Prepared By: Patrick Neal

	OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.5	0.5	
Update	1.0	1.0	0 Survey Updates
Control	1.0	0.5	
Aerial	0.0	0.0	0 0 NUMBER HORIZONTAL & NUMBER VERTICAL POINTS
Levels	1.0	1.0	ZERO IF NOT REQUIRED
DTM	1.0	1.0	100% PERCENT SKIPS 300 DTM WIDTH(feet)
Research	1.0	1.0	12 NUMBER OF TRACTS
Contacts	1.0	1.0	
Property	1.0	1.0	DO NOT EDIT THESE CELLS
Topo	1.0	1.0	
Culverts	1.0	1.0	
Bridges	1.0	1.0	0 0 0 NUMBER OF SMALL, MEDIUM, LARGE BRIDGES
RR	1.0	1.0	0 NUMBER OF RR CROSSINGS
Utilities	1.0	1.0	7 Number of Different Utilities Involved
R.O.W.	1.0	1.0	DO NOT EDIT THESE CELLS
Geotech.	1.0	1.0	
	1.0		0 0 0 Number of IP's, 1-stake, 2-stakes
Plotting	1.0		2 Number of Geotechnical Staking Points
	1.0		139.9 8 - Hr MD/MILE not including travel
	1.0	1.0	167.6 8 - Hr MD/MILE

SURVEY LABOR DIRECT EXPENSES

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:
 ROUTE: ELLIS ROAD
 DESCRIPTION: 200 Ft. West of New Brunswick to approx. 1000 Ft.
 COUNTY: SHELBY
 CONSULTANT: Pickering Firm, Inc.
 TOTAL LENGTH(miles): 0.30

Prepared By: Patrick Neal
 Date Prepared: 9/9/2015

	Abbrv.	Personnel Classification	8 - Hr Man-Days	Approved Hours	Rate Per Hr	Direct Labor
1	PM	PROJECT MANAGER	3.9	8.0	\$ 43.02	\$ 1,342.16
2	O	OFFICE CADD TECH.	2.8	8.0	\$ 28.68	\$ 642.40
3	P	PARTY CHIEF	8.6	8.0	\$ 25.49	\$ 1,753.85
4	I	INSTR. MAN	7.6	8.0	\$ 17.53	\$ 1,065.57
5	R	RODMAN	7.6	8.0	\$ 12.75	\$ 774.96
6	R	RODMAN	7.6	8.0	\$ 12.75	\$ 774.96
7	F	FLAGGER	0.0	8.0	\$ -	\$ -
8	F	FLAGGER	0.0	8.0	\$ -	\$ -
		TOTALS	38.1			\$ 6,353.89
Direct Labor Cost Per 8 - Hour Man-Day						\$ 166.77

SURVEY LABOR DIRECT EXPENSES

SURVEY DIRECT EXPENSES						
PROJECT DESCRIPTION: ROUTE: ELLIS ROAD DESCRIPTION: 200 Ft. West of New Brunswick to approx. 1000 Ft. East COUNTY: SHELBY CONSULTANT: Pickering Firm, Inc. TOTAL LENGTH(miles): 0.30						
Prepared By: Patrick Neal Date Prepared: 9/9/2015 Project No.: FY2016-07-004						
					Item Subtotal	Item Total Cost
Reproduction Costs						
	Item Description	Number / Unit	Unit Price			
	Xerographic Bond	0	\$ -	\$ -		
	Blueline Fullsize	0	\$ -	\$ -		
	Photo-Copies	0	\$ -	\$ -		
	Deeds	0	\$ -	\$ -		
Subtotal					\$ -	
Travel						
Survey Crew Travel Calculations						
From: Memphis, TN						
To: Bartlett, TN						
	Number of Trips	No. of Miles/No. of People	* RATE			
Travel Day Per Diem	2.00 Man-Days	X 0.00 People X	\$ 0.00 Per Day	\$ -		
Non Travel Day Per Diem	7.00 Man-Days	X 0.00 People X	\$ 0.00 Per Day	\$ -		
Transportation	9.00 Man-Days	X 40.00 Miles X	\$ 0.47 Per Mile	\$ 169.20		
Lodging	7.00 Nights	X 0.00 People X	\$ 0.00 Per Person	\$ -		
Subtotal					= \$ 169.20	
Office Personnel Travel Calculations						
From:						
To:						
	Number of Trips	No. of Miles/No. of People	* RATE			
Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	\$ 0.00 Per Day	\$ -		
Non Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	\$ 0.00 Per Day	\$ -		
Transportation	0.00 Round Trips	X 0.00 Miles X	\$ 0.00 Per Mile	\$ -		
Lodging	0.00 Nights	X 0.00 People X	\$ 0.00 Per Person	\$ -		
Subtotal					\$ -	
Other Expenses						
	Item Description	Number / Unit	Unit Price			
	Survey Materials	1	\$ 200.00	\$ 200.00		
		0	\$ -	\$ -		
		0	\$ -	\$ -		
		0	\$ -	\$ -		
		0	\$ -	\$ -		
		0	\$ -	\$ -		
Subtotal					\$ 200.00	
TOTAL DIRECT EXPENSES					\$ 369.20	

Attachment: SKMBT_28315091415260.pdf (1612 : Survey & Engineering for Ellis/New Brunswick Road)

DESIGN MANDAYS A

DESIGN MANDAY ESTIMATE

PAGE A

ROUTE: ELLIS ROAD
DESCRIPTION: 200 Ft. West of New Brunswick to approx. 1000 Ft. East
COUNTY: SHELBY
CONSULTANT: Pickering Firm, Inc.
 Prepared By: Patrick Neal
 Date Prepared: 9/9/2015
 Project No.: FY2016-07-004

I. PROJECT LENGTH		0.13 MILES	
II. TYPICAL SECTIONS			
A. NEW ALIGNMENT			
1. Freeway - Controlled Access	140 M.D./Mile		0.0 MANDAYS
2. Non - CA (w/shoulders)	140 M.D./Mile		0.0 MANDAYS
3. Street (curb & gutter)	150 M.D./Mile		0.0 MANDAYS
B. WIDENING			
1. Freeway - Controlled Access	150 M.D./Mile		0.0 MANDAYS
2. Rural Roadway (w/shoulders)	140 M.D./Mile		0.0 MANDAYS
3. Street (curb & gutter)	155 M.D./Mile	0.13	20.5 MANDAYS
C. MISCELLANEOUS			
1. Bridge replacement - rural	110 M.D./Mile		0.0 MANDAYS
2. Bridge replacement - urban	130 M.D./Mile		0.0 MANDAYS
TOTAL SECTION II			20.5 MANDAYS
III. OTHER FACTORS			
A. PROPERTIES/MILE			
1. < 8 Tracts/mile	NO CHANGE	X	0.0 MANDAYS
2. 8-12 Tracts/mile	ADD 5%		0.0 MANDAYS
3. 13-16 Tracts/mile	ADD 10%		0.0 MANDAYS
4. 17-20 Tracts/mile	ADD 15%		0.0 MANDAYS
5. > 20 Tracts/mile	ADD 15% + (1/2%/Tracts >20)		0.0 MANDAYS
B. TERRAIN			
1. Mountainous or Rolling with high cuts/fills	ADD 15%		0.0 MANDAYS
C. PLAN SCALE			
1. 100 Scale	DEDUCT 10%		0.0 MANDAYS
2. 50 Scale	NO CHANGE	X	0.0 MANDAYS
3. 20 Scale	ADD 10%		0.0 MANDAYS
Subtotal Mandays (page A)			20.5 MANDAYS

DESIGN MANDAYS B

DESIGN MANDAY ESTIMATE

PAGE B

ROUTE: ELLIS ROAD
DESCRIPTION: 200 Ft. West of New Brunswick to approx. 1000 Ft. East
COUNTY: SHELBY
CONSULTANT: Pickering Firm, Inc.
 Prepared By: Patrick Neal
 Date Prepared: 9/9/2015
 Project No.: FY2016-07-004

IV. ADDITIONAL FACTORS			
A. SIDEROADS			
1. New Brunswick S to ER	110 M.D./ Mile	0.02	2.1 MANDAYS
B. EROSION CONTROL PLANS			
1. Three phase EPSC		3	3.0 MANDAYS
2. Existing/Proposed Contours	5 M.D./Mile	0.13	0.7 MANDAYS
C. PERMITS			
1. SWPPP		2	2.0 MANDAYS
2. TDEC review and comments		0.5	0.5 MANDAYS
D. TRAFFIC CONTROL PLANS			
1. Detour Map		2	2.0 MANDAYS
E. PLATS & LEGALS			
1. Plats for approx. 5 properties		5	5.0 MANDAYS
2. Legal Descriptions		2	2.0 MANDAYS
F. MISCELLANEOUS			
1. Project Meetings		1	1.0 MANDAYS
2. Plan submittals and reviews		1	1.0 MANDAYS
3. Communications/Coordination		1	1.0 MANDAYS
4. Project Administration		1	1.0 MANDAYS
Subtotal Mandays (page B)			21.2 MANDAYS
Subtotal Mandays (page A)			20.5 MANDAYS
VI. TOTAL MANDAYS			41.7 MANDAYS

DESIGN LABOR & AVG. M.D.

LABOR RATES

ROUTE: ELLIS ROAD Project No.: FY2016-07-004
 DESCRIPTION: 200 Ft. West of New Brunswick to approx. 1000 Ft. East
 COUNTY: SHELBY
 CONSULTANT: Pickering Firm, Inc.
 Prepared By: Patrick Neal
 Date Prepared: 9/9/2015

PERSONNEL	MANDAY RATE
PROJECT MANAGER	\$ 433.36
SR ENGINEER	\$ 382.38
ENGINEER	\$ 318.65
DESIGNER	\$ 280.41
CADD TECHNICIAN	\$ 229.43

TOTAL MANDAYS	41.75 M.D.
---------------	------------

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	40.0 %
RIGHT-OF-WAY PLANS	30.0 %
CONSTRUCTION PLANS	30.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 40.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER	5.0 % PREL. PLANS	0.8 M.D.	\$ 346.69
SR ENGINEER	10.0 % PREL. PLANS	1.7 M.D.	\$ 650.05
ENGINEER	20.0 % PREL. PLANS	3.3 M.D.	\$ 1,051.55
DESIGNER	30.0 % PREL. PLANS	5.0 M.D.	\$ 1,402.06
CADD TECHNICIAN	35.0 % PREL. PLANS	5.8 M.D.	\$ 1,330.68
100.0 %			
TOTALS PRELIMINARY PLANS		16.7 M.D.	\$ 4,781.03
PRELIMINARY PLANS AVERAGE RATE PER MANDAY			\$ 286.29
RIGHT-OF-WAY PLANS 30.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER	5.0 % R.O.W. PLANS	0.6 M.D.	\$ 260.02
SR ENGINEER	10.0 % R.O.W. PLANS	1.3 M.D.	\$ 497.09
ENGINEER	20.0 % R.O.W. PLANS	2.5 M.D.	\$ 796.63
DESIGNER	30.0 % R.O.W. PLANS	3.8 M.D.	\$ 1,065.57
CADD TECHNICIAN	35.0 % R.O.W. PLANS	4.4 M.D.	\$ 1,009.48
100.0 %			
TOTALS RIGHT-OF-WAY PLANS		12.5 M.D.	\$ 3,628.79
RIGHT-OF-WAY PLANS AVERAGE RATE PER MANDAY			\$ 290.30
CONSTRUCTION PLANS 30.0 % OF TOTAL PROJECT			
		MANDAYS	LABOR COSTS
PROJECT MANAGER	5.0 % CONST. PLANS	0.6 M.D.	\$ 260.02
SR ENGINEER	10.0 % CONST. PLANS	1.3 M.D.	\$ 497.09
ENGINEER	20.0 % CONST. PLANS	2.5 M.D.	\$ 796.63
DESIGNER	30.0 % CONST. PLANS	3.8 M.D.	\$ 1,065.57
CADD TECHNICIAN	35.0 % CONST. PLANS	4.4 M.D.	\$ 1,009.48
100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		12.5 M.D.	\$ 3,628.79
CONSTRUCTION PLANS AVG. RATE PER MANDAY			\$ 290.30
TOTAL LABOR COSTS			\$ 12,038.61
AVERAGE RATE PER MANDAY			\$ 288.70

DESIGN DIRECT EXPENSES

DESIGN DIRECT EXPENSES						
ROUTE:	ELLIS ROAD		Project No.:		FY2016-07-004	
DESCRIPTION:	200 Ft. West of New Brunswick to approx. 1000 Ft. East					
COUNTY:	SHELBY					
CONSULTANT:	Pickering Firm, Inc.					
Prepared By:	Patrick Neal					
Date Prepared:	9/9/2015					
					Item Subtotal	Item Total Cost
Reproduction Costs:						
	Item Description	Number / Unit	Unit Price			
	Photo-copies			\$	-	
	Full size bond			\$	-	
	Half size bond			\$	-	
	Full size vellum			\$	-	
	Half size vellum			\$	-	
	Full size mylar	30	\$ 10.00		300.00	\$ 300.00
Travel:						
	Number of Trips	No. of Miles/No. of People	RATE *			
Per Diem (75%)			\$ 0.00 Per Day	\$	-	
Per Diem			\$ 0.00 Per Day	\$	-	
Transportation			\$ 0.00 Per Day	\$	-	
Lodging			\$ 0.00 Per Person	\$	-	\$ -
Other Expenses:						
	Item Description	Number / Unit	Unit Price			
		0	\$ -	\$	-	
	Geotechnology Sub-Consultant	1	\$ 3,420.00	\$	3,420.00	
		0	\$ -	\$	-	
		0	\$ -	\$	-	
		0	\$ -	\$	-	
		0	\$ -	\$	-	
		0	\$ -	\$	-	\$ 3,420.00
TOTAL DIRECT EXPENSES						\$ 3,720.00
X						
MODIFIED DIRECT EXPENSE PERCENTAGES						
Preliminary Plans=	91.9 %					
R.O.W. Plans=	%					
Construction Plans=	8.1 %					
DIRECT EXPENSES PRELIMINARY PLANS				91.9 %	\$	3,420.00
DIRECT EXPENSES RIGHT-OF-WAY PLAN				0.0 %	\$	-
DIRECT EXPENSES CONSTRUCTION PLANS				8.1 %	\$	300.00
				100.0 %		
X						

Attachment: SKMBT_28315091415260.pdf (1612 : Survey & Engineering for Ellis/New Brunswick Road)

FEE PROPOSAL

FEE PROPOSAL

ROUTE: ELLIS ROAD Project No.: FY2016-07-004
 DESCRIPTION: 200 Ft. West of New Brunswick to approx. 1000 Ft. East
 COUNTY: SHELBY
 CONSULTANT: Pickering Firm, Inc.
 Prepared By: Patrick Neal
 Date Prepared: 9/9/2015

Data For Fee Calculations			
Overhead Rate =		<u>1.7772</u>	
Design Direct Labor =	\$	12,038.61	
Survey Direct Labor =	\$	6,353.89	
Total Direct Labor =	\$	18,392.50	
Cost for net fee basis =	\$	51,079.65 *	
Net Fee = (Rounded to Nearest Tenth)		13.0% *	
* Net fee is based on cost of contract not including direct cost and net fee as follows:			
Survey & Design / Design Only Rates		Survey Only Rates	
\$ 0 - \$ 100,000 =	13.0%	\$ 0 - \$ 50,000 =	13.0%
\$ 100,000 - \$ 500,000 =	12.5%	\$ 50,000 - \$ 200,000 =	12.5%
> \$ 500,000 =	12.0%	> \$ 200,000 =	12.0%

☒ Remove X to display instructions.

SURVEYS				
1	Direct Labor	=	\$	6,353.89
2	Overhead (Overhead Rate = <u>1.7772</u>)	=	\$	11,292.13
	(Overhead rate X direct labor)			
3	Subtotal 1 + 2	=	\$	17,646.02
4	Net Fee = 13.0%	(Rounded to nearest \$10.) =	\$	1,940.00
	(Direct labor X 2.35 X 0.NF)			
5	Subtotal 3 + 4	=	\$	19,586.02
6	Direct Expense	=	\$	369.20
7	Premium Labor	=	\$	-
8	Total Survey (Total 5 + 6 + 7)	=	\$	19,955.22

FEE PROPOSAL

Preliminary Design				
1	Direct Labor	=	\$	4,781.03
2	Overhead (Overhead Rate = <u>1.7772</u>) (Overhead rate X direct labor)	=	\$	8,496.85
3	Subtotal 1 + 2	=	\$	13,277.88
4	Net Fee = 13.0% (Direct labor X 2.35 X 0.NF)	(Rounded to nearest \$10.) =	\$	1,460.00
5	Subtotal 3 + 4	=	\$	14,737.88
6	Direct Expense	=	\$	3,420.00
7	Premium Labor	=	\$	-
8	Total Preliminary Plans (Total 5 + 6 + 7)	=	\$	18,157.88

Right-of-Way Design				
1	Direct Labor	=	\$	3,628.79
2	Overhead (Overhead Rate = <u>1.7772</u>) (Overhead rate X direct labor)	=	\$	6,449.09
3	Subtotal 1 + 2	=	\$	10,077.88
4	Net Fee = 13.0% (Direct labor X 2.35 X 0.NF)	(Rounded to nearest \$10.) =	\$	1,110.00
5	Subtotal 3 + 4	=	\$	11,187.88
6	Direct Expense	=	\$	-
7	Premium Labor	=	\$	-
8	Total Right-of-Way Plans (Total 5 + 6 + 7)	=	\$	11,187.88

FEE PROPOSAL

Construction Design				
1	Direct Labor	=	\$	3,628.79
2	Overhead (Overhead Rate = <u>1.7772</u>) (Overhead rate X direct labor)	=	\$	6,449.09
3	Subtotal 1 + 2	=	\$	10,077.88
4	Net Fee = 13.0% (Rounded to nearest \$10.) (Direct labor X 2.35 X 0.NF)	=	\$	1,110.00
5	Subtotal 3 + 4	=	\$	11,187.88
6	Direct Expense	=	\$	300.00
7	Premium Labor	=	\$	-
8	Total Construction Plans (Total 5 + 6 + 7)	=	\$	11,487.88

Total Project				
1	Direct Labor (Sum of Survey, Prel., R.O.W., & Const. Direct Labor)	=	\$	18,392.50
2	Overhead (Overhead Rate = <u>1.7772</u>) (Overhead rate X direct labor)	=	\$	32,687.16
3	Subtotal 1 + 2	=	\$	51,079.66
4	Net Fee = 13.0% (Rounded to nearest \$10.) (Sum of Survey, Prel., R.O.W., & Const. Net Fee)	=	\$	5,620.00
5	Subtotal 3 + 4	=	\$	56,699.66
6	Direct Expense (Itemize and attach) (Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)	=	\$	4,089.20
7	Premium Labor (Sum of Survey, Prel., R.O.W., & Const. Premium Labor)	=	\$	-
8	Total Project (Total 5 + 6 + 7)	=	\$	60,788.86
Total Contract			\$	60,788.86

ATTACHMENT 3 – HOURLY RATE SCHEDULE

September 9, 2015

STANDARD PROFESSIONAL SERVICES FEES

JANUARY 1, 2015

<u>Classification</u>	<u>Hourly Fee</u>
1. Principal / Project Director	190.00
2. Senior Project Manager	170.00
3. Project Manager / Senior Architect / Senior Engineer	150.00
4. Architect / Engineer	125.00
5. Senior Designer	110.00
6. Survey Manager	115.00
7. Professional Intern	100.00
8. Project Surveyor	100.00
9. Senior Scientist / Senior Geologist	95.00
10. Senior Technician	90.00
11. Technician / Inspector/ Project Coordinator	80.00
12. Scientist	80.00
13. Survey Team (2-person), Including Conventional Equipment*	135.00
14. Survey Team (3-person), Including Conventional Equipment*	170.00
15. Survey Team (4-person), Including Conventional Equipment*	200.00
* NOTE: A Robotic Total Station may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person survey Team then the client will be billed using a 3-person Survey Team Rate.	
16. GPS Survey Team (1-person)	140.00
17. GPS Survey Team (2-person)	180.00
18. Clerical	70.00

19. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,500), or architect/engineer (\$1,200).
20. A minimum of four (4) hours is charged for a survey team for any service occurrence.
21. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.
22. Overtime hourly rate is 1.5 times the regular hourly rate.
23. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$75 to \$120 depending on the level of expertise required and the frequency of the requirement for the specific individual.

OTHER SERVICES

24. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.
25. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.
26. Consultants will be charged at 1.15 times actual rates.
27. Printing, reproduction and express courier at 1.15 times cost.
28. Four-wheeler/All Terrain vehicle (ATV) Rate is \$100.00 per day.

T:\Patrick\Ellis Road\Ellis Road 2015 SBR.doc



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM

Department: Planning and Economic Development

Category: Proposal

Prepared By: Sam Harris

Department Head: Terry Emerick

Appeal of the Design Review Commission's decision regarding the proposed sign package for Krispy Kreme Doughnuts, to be located at 6072 Stage Road.

Sherri Halpin of FSI requests an appeal to the Design Review Commission's decision on the proposed sign package for Krispy Kreme Doughnuts located at 6072 Stage Road. This decision was made at the Design Review Commission Special Called meeting on Monday, September 21, 2015.

The tenant identification wall sign on the front of the building in conjunction with the ground sign will exceed the size permitted by the Sign Ordinance by 8.48 square feet ($41.9 + 14.58 = 56.48 \text{ sq.ft.}$ { $41.9 - 56.48 = 8.48 \text{ sq.ft.}$ }).

The Design Review Commission met on Monday, September 21, 2015 at 6:30 p.m. for a Special Called meeting. Alderman Elliott, Chairman, presided over the meeting.

Krispy Kreme Doughnuts, Sign Package, 6072 Stage Road, (Chris Haskins, Frank Balton & Company)

Ms. Kim Taylor explained that Mr. Chris Haskins with Frank Balton & Company is requesting Design Review Commission (DRC) approval of a sign package for Krispy Kreme Doughnuts. The subject property is located at 6072 Stage Road (former Pizza Hut location) within the "CG-MS" General Commercial Main Street Overlay Zoning District.

The specific request by the applicant is for the approval of a sign package which includes two tenant identification wall signs, a tenant identification ground sign, and an informational sign for Krispy Kreme. The applicant is also requesting that this application be approved based on a prototype building and site plan that has not been approved by the Planning Commission.

The specifics of the proposed signs are as follows:

Wall-Signs (2):

Location: The signs will be attached to the fascia of the building facing Stage Road on the south and west elevations.

Size: The linear frontage of the building is 48-feet. Both signs measure $10'10'' \times 3'10.5'' = 41.9 (2) = 83.8$ total square feet

Font: Corporate and Arial

Materials/Colors: White background with green (pms#3425) and red (pms#200) lettering, bowtie shaped/contoured cabinet sign, and gray azko nobel (#ALU33754) trim cap.

Sign Message: Krispy Kreme DOUGHNUTS

Mounting Structure: Signs mounted to the fascia of the building.

Logo: None Proposed

Lighting: Internal fluorescent bulbs

Landscaping: None Proposed

Ground-Sign (1):

Location: The sign will be located in front of the business, perpendicular to Stage Road approximately 20-feet from the curb. The sign will be 6-feet tall from grade.

Size: The linear frontage of the building is 48-feet.

The total sign cabinet is $2'1.75" \times 5'11.25" = 12.75$ sq. Feet and $3'8" \times 6" = 1.8$ -square feet, total face area = 14.58-square feet

Font: Corporate and Arial

Materials/Colors: White background with green (pms#3425) and red (pms#200) lettering, bowtie shaped/contoured cabinet sign, and gray azko nobel brushed aluminum (#ALU33754) trim cap.

Sign Message: Krispy Kreme DOUGHNUTS

Mounting Structure: Brick Base

Logo: None Proposed

Lighting: Internal fluorescent bulbs

Landscaping: 4-Carissa Holly, 2-Nandina Domestica, 18-Variagated Liriope, 4-Lesser Vinca

Info Canopy-Sign (1):

Location: The sign will be located on the canopy along the front of the building.

Size: The total sign is $12' \times 17'8.75" = 17.73$ sq. Feet

Font: Arial

Materials/Colors: Silver azko nobel brushed aluminum (#ALU33754) channel letters

Sign Message: DOUGHNUTS AND COFFEE

Mounting Structure: Channel letters to be bolted on top of the canopy.

Logo: None Proposed

Lighting: None Proposed

Landscaping: None proposed

Recommendation: 1) Denial of the wall sign on the front of the building (south elevation); 2) Approval of the wall sign on the side (west elevation) of the building, 3) Approval of the ground sign and canopy sign (See comments/conditions).

Planning Comments:

1. The ground sign complies with the Sign Ordinance in terms of size and location.
2. The informational canopy sign may be approved at the discretion of the Design Review Commission.
3. The new Krispy Kreme building will be located at the location of the Pizza Hut on Stage Road across a driveway from McDonald's. The driveway that separates McDonald's property and the Pizza Hut property is similar in nature to a private street in that it is 40-feet wide, and it is mapped as Bartlett Plaza Drive. Therefore, the DRC may consider this property as a corner lot. Should this be considered a corner lot, the applicant is permitted three tenant identification signs. The applicant is proposing two tenant identification wall signs and a tenant identification ground sign.
4. The tenant identification wall sign on the front of the building in conjunction with the ground sign will exceed the size permitted by the Sign Ordinance by 8.48 sq.ft. ($41.9 + 14.58 = 56.48$ sq.ft. $\{41.9 - 56.48 = 8.48$ sq.ft.}).

Ordinance 14-448, states in part that, "Every business establishment, retailer, service organization or other commercial enterprise specifically located in a commercial or office district shall be entitled to no more than two (2) signs of total accumulated square footage not to exceed one (1) square foot of sign for every foot of building frontage."

"Provided however, that commercial enterprises on a corner lot may have two (2) business identification wall signs and a ground sign. The size of the wall signs shall be based on (1) sq. ft. For every lineal foot of building frontage facing a street, less the area of the ground sign on that side of the building. The total square footage of signage for the building and ground signs may exceed 100 sq. ft., but the square footage of the wall sign and ground sign combined on each side of the building may not exceed 100 sq. ft." Each side of the building in combination of both wall and ground signs will have a total of 56.48 sq.ft. of tenant signage.

Planning Conditions:

1. The applicant will display one interior neon window sign with the following copy, "Hot Krispy Kreme Now." This type of sign is permitted by Section 14-404 of the Sign Ordinance which states, "Nationally or State registered, logos, trade emblems or graphic pictorials shall be permitted if included within the allotted sign square footage upon specific review and approval of the design review commission, director of planning or duly authorized representative." Since this is a window sign, the sign will be counted as part of the window sign allotment instead of the general sign allotment. The applicant shall seek administrative approval for the window sign, prior to the installation of the sign.
2. The applicant shall also seek administrative approval of the drive-thru signage prior to the installation of the signs.
3. If the sign is denied by the DRC, the applicant may request an appeal to the Board of Mayor and Aldermen in writing within 5-days of the DRC's decision.
4. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Engineering Comments:

1. The existing right of way along Stage Road is located 8 feet behind the face of the curb and gutter (back edge of the sidewalk) and if the sign is located 10 feet behind the right of way line, the proposed ground sign should not affect the sight distance as it is measured starting at 14.5 feet behind the edge of pavement.

Chris Haskins of Frank Balton & Company was present to represent this application.

Chris Triplett made a motion to 1) approve the wall sign on the west elevation of the building with conditions of staff, 2) approve the ground sign and canopy sign with conditions of staff, and 3) deny the wall sign on the south elevation (front) of the building due to the fact the sign is not in accordance with the specifications of the Sign Ordinance.

Melissa Bray seconded the motion.

Roll Call Vote: All members voted yes. Motion to deny was submitted with submitted Letter from applicant to the Board of Mayor and Aldermen for approval/denial.

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

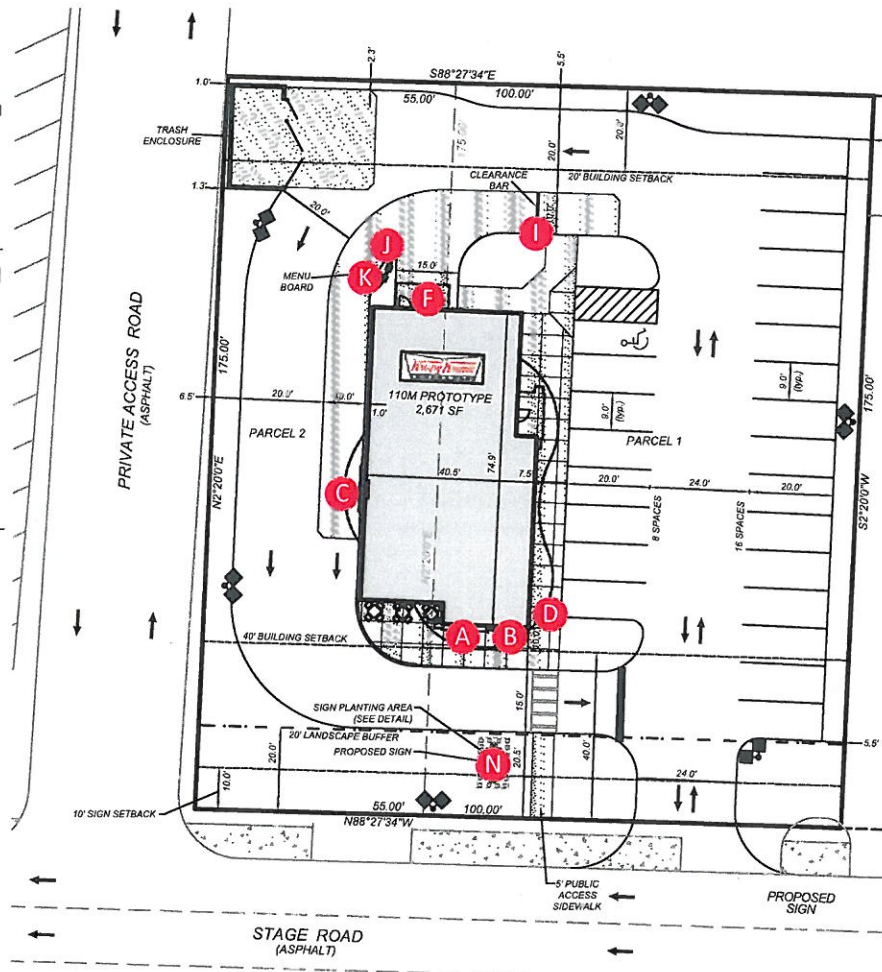
CITY CODE:

Signage allowed is based on width of building that faces Stage Rd. you are allowed 1 sq. foot of sign per linear front with a maximum of 2 signs and max area of 25 sq. for the monument. The monument MUST be deducted from the overall allowance. Also signs must be calculated HxW to get area.

No exterior neon

Window signs are allowed 30 % per window frame / NTE 15% of all window area added together

Monument / 25 sq. max / 6' OAH - deduct used area from total site allowance



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK.2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change - ih
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - g
7-21-15 removed DT bowtie - g
8-11-15 recalculate sq. ft. - gp
8-13-15 New site plan - ih
9-17-15 Reduced bowtie sizes - gp

Client Approval

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

Date _____

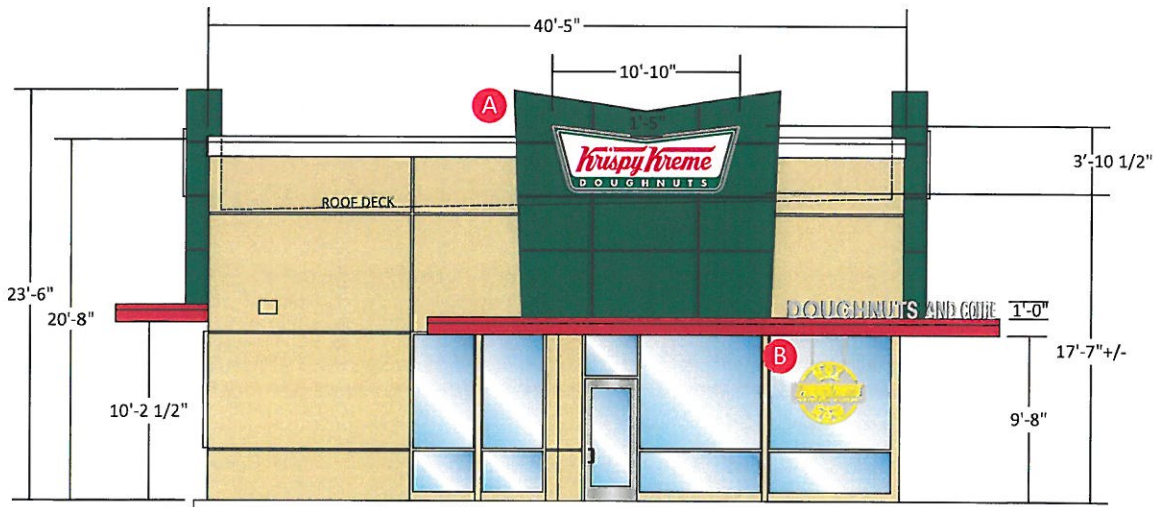
Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

1 of 21

RECEIVED
SEP 18 2015
CITY OF BARTLETT



FRONT ELEVATION
1/8"=1'-0"

A 3'-10 1/2" x 10'-10" INTERNALLY ILLUMINATED CABINET BOXED AREA SQFT: 41.9 COPY AREA SQFT: 16.7*

B 4'-4" x 3'-8" INTERIOR HANGING NEON CABINET

* See page 6 of 21 for detail



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK.2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-ih
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - gp
7-21-15 removed DT bowtie - gp
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - gp

Client Approval

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

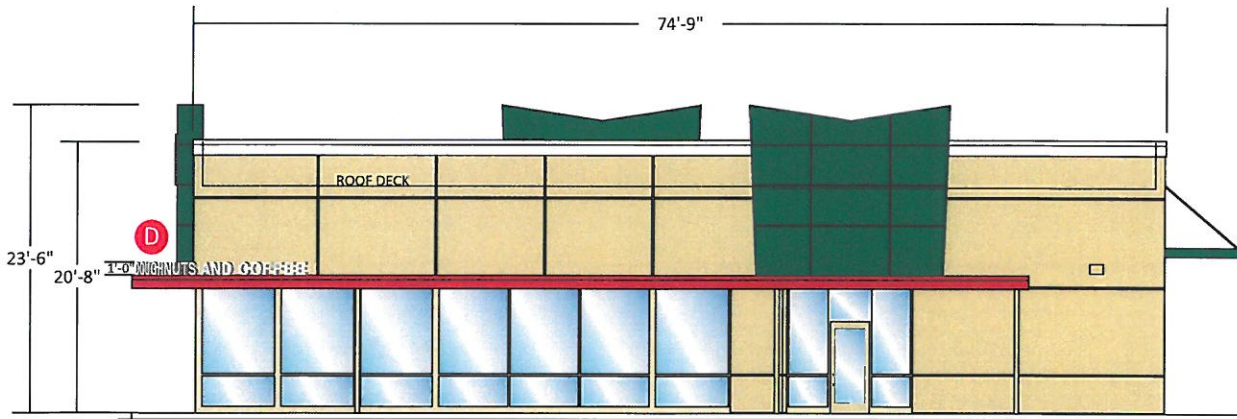
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

2 of 21



RIGHT ELEVATION
3/32"=1'-0"

D 12" ALUMINUM LETTERS



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK.2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-ih
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - gp
7-21-15 removed DT bowtie - gp
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - gp

Client Approval

- ☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

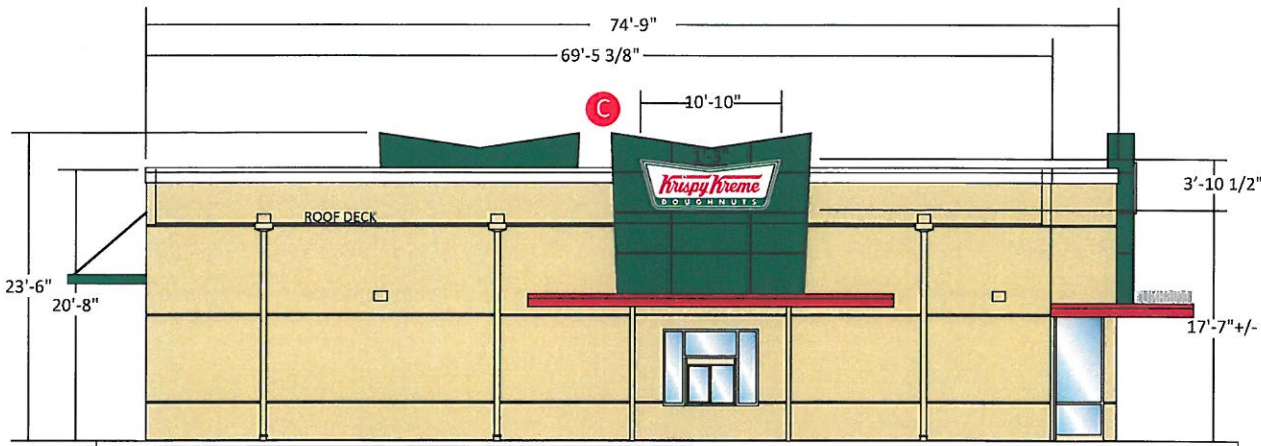
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

3 of 21



LEFT ELEVATION
3/32"=1'-0"

Ⓒ 3'-10 1/2" x 10'-10" INTERNALLY ILLUMINATED CABINET BOXED AREA SQFT: 41.9 COPY AREA SQFT: 16.7*

* See page 6 of 21 for detail



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK.2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-ih
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - gp
7-21-15 removed DT bowtie - gp
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - gp

Client Approval

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

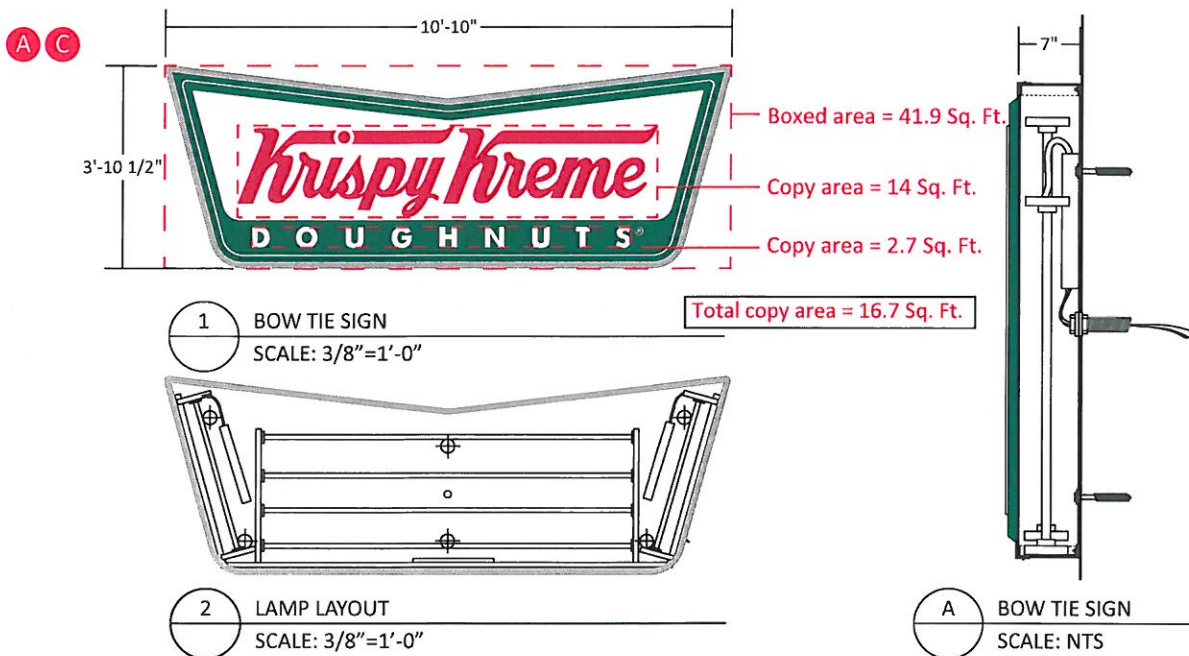
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

5 of 21



BOWTIE SIGN CABINET BOXED AREA SQFT: 41.9 COPY AREA SQFT: 16.7

Single face wall cabinet with pan formed, embossed 3/16" clear plex face and second surface graphics application. Sign mounted to wall with 1 1/2" aluminum angle and non corrosive mechanical fasteners as required. Sign cabinet and retainers painted Azko Nobel #ALU33754 Brushed Aluminum. 3/16" plex face is clear with second surface sprayed logo and graphics. Sign cabinet is illuminated with fluorescent lamps. (4) 84" H.O., (2) 30" H.O., (1) 120v ballast. Lighting components EESB104826L. Electrical signs are U/L approved.

- Azko Nobel #ALU33754 Brushed Aluminum (cabinet and retainers)
- PMS 3425 Green (bowtie)
- PMS 200 Red (Krispy Kreme)
- White (Doughnuts and registration mark)



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK.2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-in
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - g
7-21-15 removed DT bowtie - g
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - gp

Client Approval

- ☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

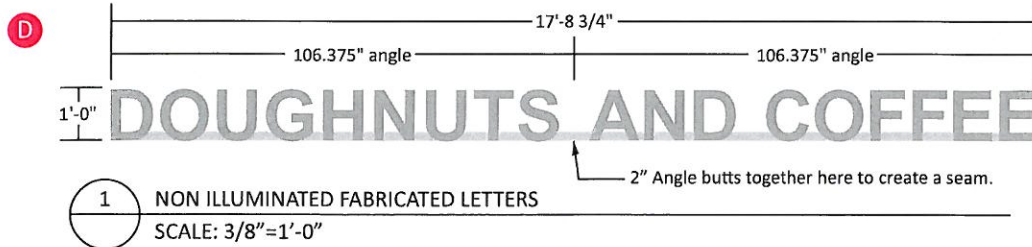
Name _____
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

6 of 21

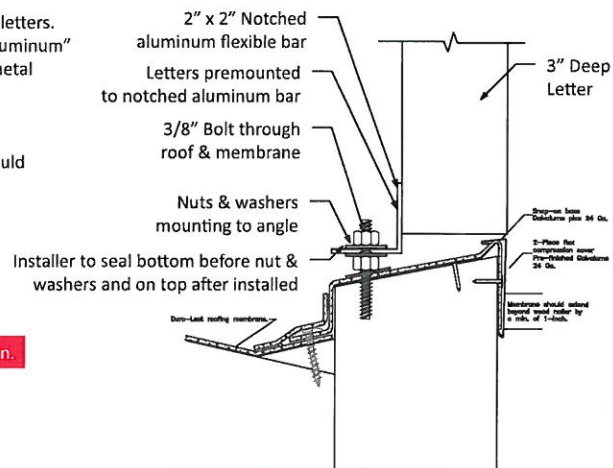


NON-ILLUMINATED CHANNEL LETTERS

SQUARE FOOTAGE: 17.75

Non illuminated 3" deep fabricated channel letters.
Painted Azko Nobel #ALU33754 "Brushed Aluminum"
The storefront canopy is constructed from metal studs and plywood, and roof membrane.

NOTE FOR INSTALLER: Three (3) membrane penetrations per letter section. 2" Angle should butt together creating a seam.



2 DETAIL
SCALE: 1/4"=1'

NOTE: FSI not liable for any roof penetrations from sign installation.

Plywood rail slopes down from front to back.



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK-2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-in
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - gp
7-21-15 removed DT bowtie - gp
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - gp

Client Approval

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

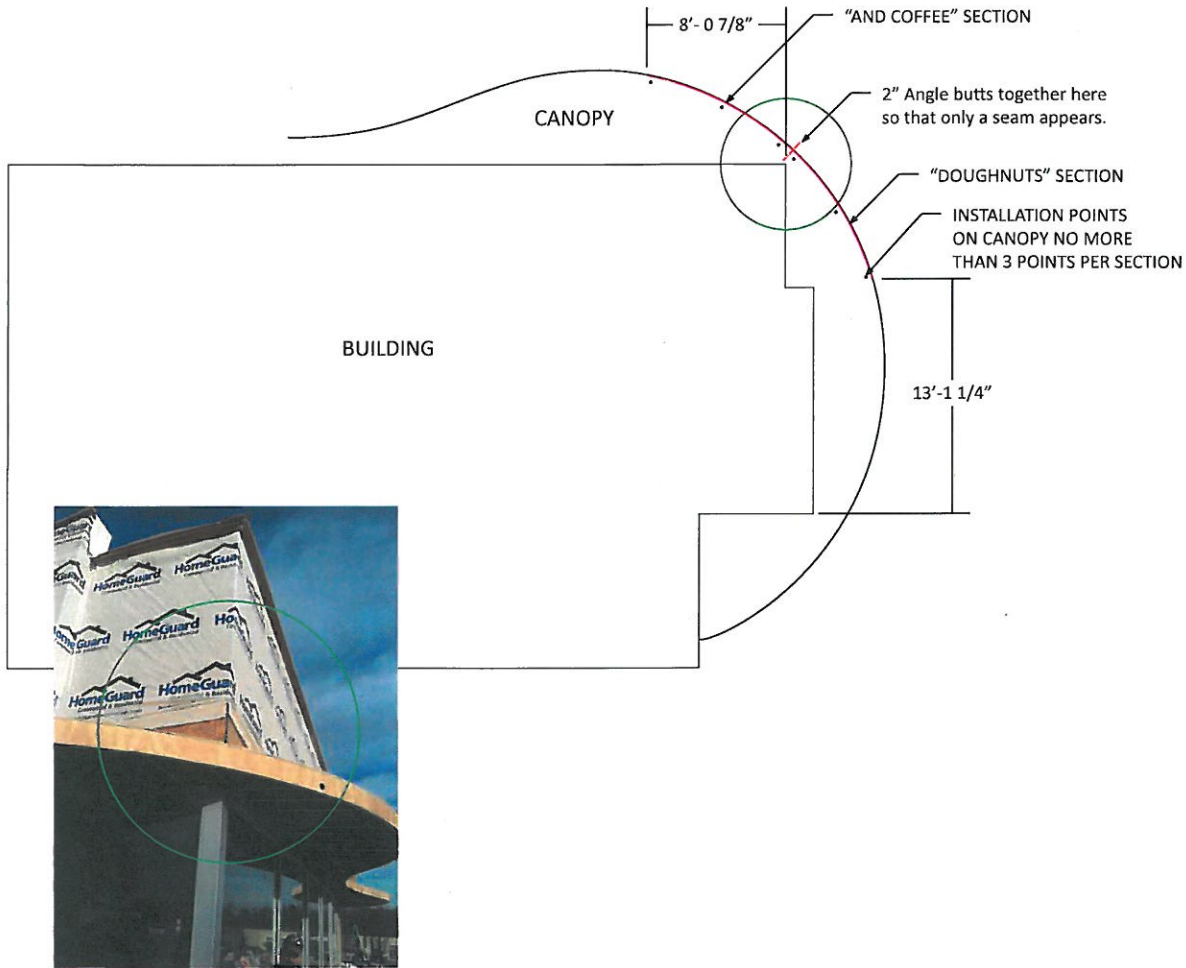
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

7 of 21



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK-2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change - ih
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - g
7-21-15 removed DT bowtie - g
8-11-15 recalculate sq. ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - g

Client Approval

- ☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

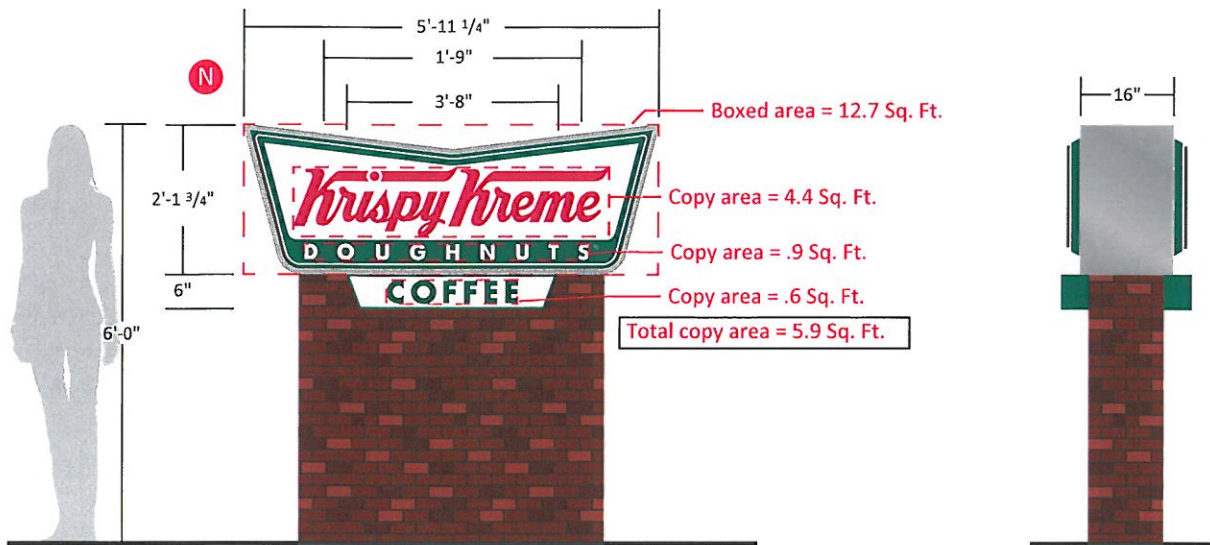
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

8 of 21



- **Bowtie** Panned & Embossed Uni-Face in 16" Aluminum Fabricated Cabinet. Cabinet & 2" Retainers Azko Nobel #ALU33754 Brushed Alum. 3/16" Plex Face Clear w/ reverse sprayed Logo and Graphics. "Bowtie" Painted to match PMS #3425 Green. "Krispy Kreme" Painted to match PMS #200 Red. "Doughnuts" White Illuminated with daylight lamps, mounted 12" on center.

- **Coffee Cabinets** 6" Deep Aluminum Fabricated Cabinet. Cabinet & 1" Retainers Painted to Match PMS #3425 Green 3/16" Plex Face Clear w/ reverse sprayed Copy PMS# 3425 Green Copy w/White Background.

- **Brick Base** 3'-10" x 4'-4" Brick base by others



Project Information

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK-2-4-15
Scale:
1/2" = 1'-0"
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-ih
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - j
7-21-15 removed DT bowtie - j
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - g

Client Approval

☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

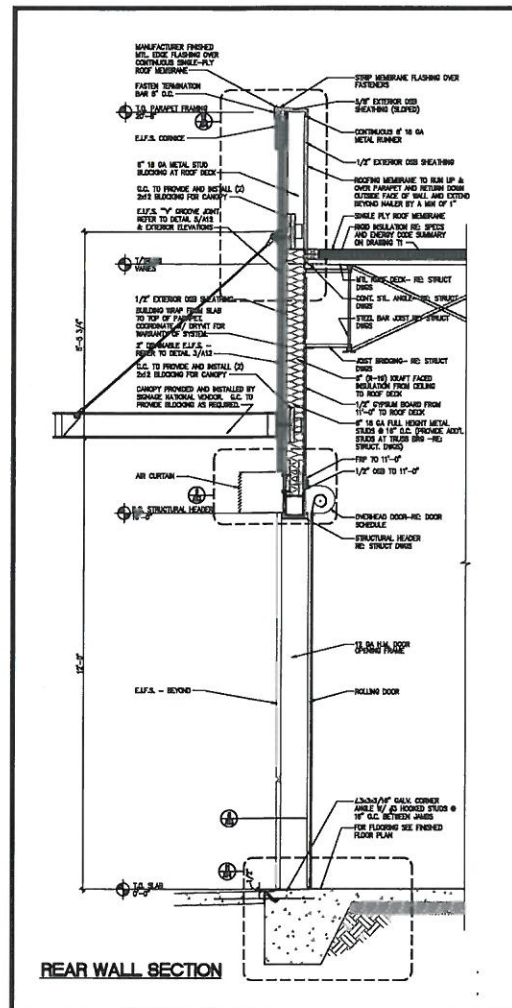
Date _____

Notes



Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax

21 of 21



Rear Canopy Blocking Detail for Installation on EIFS Fascias

**Project Information**

Client:
KRISPY KREME
Location:
Bartlett, Tennessee
Drawing No.
KK.2-4-15
Scale:
AS NOTED
Project Manager:
SH
Designer:
IH

REVISION:

2-16-15 Monument change-in
6-1-15 added signs - gp
6-5-15 added bldg. signs - gp
7-14-15 removed bldg. signs - gp
7-21-15 removed DT bowtie - gp
8-11-15 recalculate sq.ft. - gp
8-13-15 New site plan - IH
9-17-15 Reduced bowtie sizes - gp

Client Approval

- ☐ Approved
☐ Approved as Noted
☐ Revise & Resubmit

Name _____

Date _____

Notes

Sheri Halpin
1230 Pebble Point
Salisbury, NC 28146
704-680-3358 Office
704-731-0915 Fax



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Resolution 28-15, a resolution to accept bulletproof vest partnership grant from the U.S. Department of Justice FY15 Programs in the amount of \$2,680.25 and to amend the Fiscal Year 2014 Grant Operating Budget to appropriate the funds.

WHEREAS, the Police Department did apply for and receive a FY15 Bulletproof Vest Partnership Grant from the U.S. Department of Justice in the amount of \$2,680.25 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 2016 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 \$2,680.25 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 \$2,680.25 and that the Fiscal Year 2015 Grant Fund operating budget be amended to appropriate these funds.

Adopted this day of September 22, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Emily Elliott, Alderman

SECONDER: David Parsons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/22/15 07:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

Resolution 29-15, a resolution to open a deposit account with SunTrust Bank and authorizations for transactions relating to proceeds from 2015 General Obligation Bonds.

WHEREAS, the City of Bartlett has sold its 2015 Series General Obligation Bonds on September 16, 2015; and

WHEREAS, the City of Bartlett desires to open an interest bearing account at a local bank to deposit the proceeds of this bond sale and allow for transactions relating to the expenditure of the proceeds;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that an interest bearing account be opened at SunTrust Bank in Bartlett, Tennessee.

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that the SunTrust Bank resolution attached and made part of this resolution be adopted to complete the requirements of the bank for all transactions in relation to the 2015 Series General Obligation bond proceeds.

Adopted this day of September 22, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: David Parsons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Deposit Account Resolution and Authorization for Business Entities

I. Business Entity Account Information

Name City of Bartlett		Business Type PF State/Local
Governed By	Taxpayer ID Number 626011034	Date Resolution and Authorization Adopted
Account Number(s) 1000180345794		

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the state of Tennessee and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

- II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity.** Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management or other treasury management services agreements, or foreign exchange and other over-the-counter foreign currency transactions, agreements and transfers, and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

- III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity**

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UTSD7	Account Number	1000180345794
---------	-------	----------------	---------------



Business Account Signature Card

Region Number 056	Account Number 1000180345794
Account Title CITY OF BARTLETT	
2015 CIP GO Bonds	
Organization Type Municipality	Tax ID Number 626011034
Authorized Signature(s)	
Name/Title	Signature
1. A. Keith McDonald / Mayor	<i>A. Keith McDonald</i>
2. Mark Brown / CAO	<i>Mark Brown</i>
3. Dick Phebus / Finance Director	<i>Dick Phebus</i>
4. Lisa Ernest / Senior Finance Analyst	<i>Lisa Ernest</i>
5.	
6.	

Date Opened	Date Revised	Reason
Cost Center Number 8000725	Officer Number 030121	ID CITY OF BARTLETT
Work Phone Number 901-415-7083	Prepared By Sandra Dodson	Maintenance Type ☒ New ☐ Replacement ☐ Change

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the above signed as the authorized agent(s) of the Depositor hereby acknowledge(s) receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained.

Check Appropriate Box

- ☐ Individual / Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Limited Liability Company
 Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____
☐ Other (See Instructions.) _____
☐ Exempt Payee Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ ☐ N/A

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

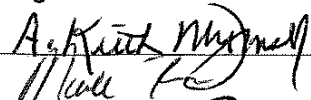
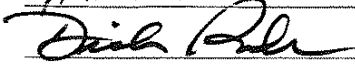
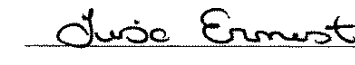
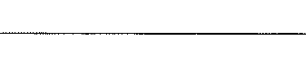
- 626011034 is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued), and
- The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding, and
- The depositor is a U.S. citizen or other U.S. person (defined in the instructions).

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature of U.S. Person *A. Keith McDonald* Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner

Name	Title	Signature
A. Keith McDonald	Mayor	
Mark Brown	CAO	
Dick Phebus	Finance Director	
Lisa Ernest	Senior Finance Analyst	

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III

Machine/Facsimile Stamped Signature of Authorized Signer

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] Refer to the Signature Card(s) on the Account(s) for signatures of the Additional Signatories.

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.

☐ I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID **UTSD7**

Account Number **1000180345794**

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this _____ of _____,

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

- X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity.** I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title

Signature

Date

A. Keith McDonald / Mayor

A. Keith McDonald

Mark Brown / CAO

Mark Brown

Dick Phebus / Finance Director

Dick Phebus

Lisa Ernest / Senior Finance Analyst

Lisa Ernest

Signature Requirement instructions

The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:

- **Corporations:** Corporate Officers authorized to act on behalf of the corporation named in Section III should include the **President and Secretary** and any other applicable corporate officers, such as Vice President or Treasurer. The **President, Secretary, Assistant Secretary, or other corporate officer as designated in the bylaws of the corporation** is required to **certify** the Deposit Account Resolution and Authorization under Section IX.
- **Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
- **Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
- **Partnerships:** Section III and X require the signatures of **all General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
- **Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
- **Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 8000725	Cost Center Name Commercial Banking Group	
Prepared By Sandra Dodson	Phone Number 901-415-7083	Date 9.09.2015	
Account Number(s) 1000180345794			
Verification Method			

User ID **UTSD7**

Account Number **1000180345794**

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021