



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, AUGUST 28, 2018 - BARTLETT CITY HALL - 7:00 PM**

### **INVOCATION**

Opening Prayer by Michael Priest, Bartlett Baptist Church

### **FUTURE MEETINGS**

Beer Board, September 4 at 6 p.m.

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

City Beautiful Commission, September 6 at 6:30 p.m.

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

Planning Commission, September 10 at 7 p.m.

### **RECOGNITIONS**

State of Tennessee presentation to Parks and Recreation Department

Judge Tim Francavilla's reelection to Division I

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

### **MINUTES ACCEPTANCE**

**Minutes of the August 14, 2018 Board of Mayor and Aldermen Regular Meeting**

### **UNFINISHED BUSINESS**

- I **Second Reading of Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended. (Jim Brown, Director of Code Enforcement)** The public hearing is set for September 11, 2018.

### **NEW BUSINESS**

- I **Special seasonal event permit for Big Jim's Christmas Trees and Pumpkin Sales. (Jim Brown, Director of Code Enforcement)**

The event will be held September 20 through December 20 from 9 a.m. to 9 p.m. at 6777 Stage Road.

- 2 Resolution 24-18, an initial resolution authorizing the issuance of not to exceed five million eight hundred fifty thousand dollars (\$5,850,000) general obligation public improvement bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**
  
- 3 Resolution 25-18, a resolution authorizing the issuance of general obligation public improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$5,850,000 in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

#### **OPEN DISCUSSION**

#### **ADJOURNMENT**



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, AUGUST 14, 2018 - BARTLETT CITY HALL - 7:00 PM**

### **ATTENDANCE**

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 Bo Grace, Waypoint Baptist Church

### **FUTURE MEETINGS**

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

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

Bartlett Arts Council, August 21 at 6:30 p.m.

Design Review Commission, August 21 at 6:30 p.m.

Board of Education, August 23 at 7 p.m.

### **RECOGNITIONS**

#### **Shelby County Trustee Fiscal Year End Presentation**

County Trustee David Lenoir gave his final fiscal year-end presentation to the Board. Mr. Lenoir's term ends August 31. County offices are limited to two four-year terms.

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

### **MINUTES ACCEPTANCE**

#### **Minutes of the July 24, 2018 Board of Mayor and Aldermen Regular Meeting**

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

Minutes Acceptance: Minutes of Aug 14, 2018 7:00 PM (MINUTES ACCEPTANCE)

**PUBLIC HEARING**

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

- I. Resolution 20-18, a resolution approving a special use permit for the sale of used children's clothing in a retail store named "Summer Kids," located at 2831 Bartlett Boulevard.

The applicant, Debra Mitchell, attended the meeting. She said she has been in business in Memphis for the past eight years, and is moving Summer Kids to Bartlett.

The public hearing adjourned at 7:10 p.m.

**UNFINISHED BUSINESS**

- I **Resolution 20-18, a resolution approving a special use permit for the sale of used children's clothing in a retail store named "Summer Kids," located at 2831 Bartlett Boulevard. (Kim Taylor, Director of Planning and Economic Development)**

Ms. Taylor explained that this special use permit is for a secondhand retail children's clothing business. The business will be located within the General Commercial Main Street Overlay District within Bartlett Station. The zoning ordinance requires a special use permit for secondhand retail. The Planning Commission forwarded this request to the Board with a favorable recommendation.

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

**CONSENT AGENDA**

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

- I **Authorization to auction surplus property. (Dick Phebus, Director of Finance)**  
Eight items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 **Purchase of replacement office computers. (Gary Rikard, Chief of Police)**  
Request to purchase 26 replacement computers from Hewlett Packard for a total cost of \$27,690. This purchase is from a State contract. Funds are available in Account 123.48123.933.



**3 Bid for two automated-side loader refuse trucks. (Mike Adams, Director of Public Works)**

Recommend accepting the lowest, qualified bid from Sansom at a total cost of \$475,600.00. Funds are available in Account 122.48122.935.

**4 Bid for one knuckle boom trash loader. (Mike Adams, Director of Public Works)**

Recommend accepting the lowest bid from Tag Truck at a cost of \$127,454.63. Funds are available in Account 122.48122.935.

Alderman Simmons asked to remove the Knuckle boom Trash Loader bid from the Consent Agenda for separate discussion. He asked if this item would be sent out for bid. Mayor McDonald explained that it had been put out to bid and the dollar amount listed on the agenda was the lowest bid for the item. Mike Adams, Director of Public Works, explained that the vendor agreed to the same bid price as last year, so the item was not recently advertised.

**5 Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work. (Rick McClanahan, Director of Engineering)**

Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of \$16,100. Funds are available in Account 510.51200.179.

**6 Water contract for Open Arms Care Subdivision. (John Horne, Assistant Director of Engineering)**

The developer, Facilities Development Group, will pay \$6,264.00 in City Fees. The bond is set at \$21,102.50.

**NEW BUSINESS**

**I Appoint Kenneth Gilmer to City Beautiful Commission. (A. Keith McDonald, Mayor)**

Kenneth Gilmer will fill the position vacated by Wayne Ray. His term will expire December 31, 2018.

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

**2 Resolution 23-18, a resolution to approve a funding policy for The City of Bartlett, Tennessee Retirement (Cash Balance) Plan effective July 1, 2014, as amended. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the Pension Board gave a favorable recommendation to this funding policy for the Cash Balance Retirement Plan Funding Policy. The State Comptroller has required that all municipal retirement plans have a funding policy. The Pension Board has one in place for the Legacy Plan and the Other Post-Employment Benefits (OPEB) Plan, but not yet for the cash balance plan. Mr. Phebus noted the Board has been investing the funds appropriately, but had yet to adopt a written policy.

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

**3 First Reading of Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended. (Jim Brown, Director of Code Enforcement)**

Mr. Brown explained that building codes adopted by a city must remain within seven years of the current edition. Mr. Brown worked with both Memphis and Shelby County to ensure that Bartlett adopted the same version of building codes.

Mayor McDonald added that the City is currently undergoing ISO Rating review, and one of the items that needs to be completed to maintain a high rating is having current codes adopted by the end of the year.

Mr. Brown said that Memphis and Shelby County plan to begin the adoption process with their respective boards in September since each recently had new officials elected.

|                  |                                                      |                                |
|------------------|------------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>APPROVED ON FIRST READING [UNANIMOUS]</b>         | <b>Next: 8/28/2018 7:00 PM</b> |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |                                |
| <b>SECONDER:</b> | David Parsons, Alderman                              |                                |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |                                |

**OPEN DISCUSSION**

Perry Short, 3552 Marietta Cove, has flooding/drainage issues during heavy rains. Mr. Short said rain water pools near his driveway from 19 nearby properties, and his culvert cannot handle the amount of water. Mr. Short said he cannot afford to purchase a larger culvert.

Mayor McDonald stated that while he understands Mr. Short's situation, the City does not have a storm water fee, nor any specific source of funds to address these kinds of issues. He added that the ditches are part of Mr. Short's property, and are therefore his responsibility. Solving the problem will take a joint effort with Mr. Short's neighbors.

Both Aldermen Pleasant and Simmons asked that the city fix Mr. Short's problem, which Mayor McDonald explained that if it does, it will have to fix all other similar problems and there are no funds for that.

Alderman Simmons mentioned that the cove was paved, which has made the flooding issue worse. Mayor McDonald stated that the paving was done at the request of a citizen and three aldermen.

Joe Giove, 4431 Glenchase, is upset that his neighbors built a 3.5 foot retaining wall with a fence against his fence. Mr. Giove and his wife filed a lawsuit against their neighbors regarding the retaining wall, which allegedly limited the retaining wall to two feet high. The neighbors have not complied with this order. Mayor McDonald told Mr. Giove that he will see if there's anything outside of the civil litigation that the City could assist him with.

Stan McKinney, 6443 Bristol Glen Drive, has a major flooding/erosion problem in his backyard. He bought the corner lot in 1997, and the water flow through his backyard has gotten progressively worse. The rain water is washing away his yard and has exposed the concrete foundations on his wooden fence posts. Mayor McDonald told Mr. McKinney that the engineering staff would need to study his particular

Minutes Acceptance: Minutes of Aug 14, 2018 7:00 PM (MINUTES ACCEPTANCE)

situation. He also asked that if Mr. McKinney would like to meet with the Mayor to bring his plat with grades with him.

### **ADJOURNMENT**

Meeting adjourned at 7:40 PM

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

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A. Keith McDonald  
Mayor

Minutes Acceptance: Minutes of Aug 14, 2018 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### ORDINANCE (ID # 2395)

Meeting: 08/28/18 07:00 PM  
Department: Code Enforcement  
Category: Amendment  
Prepared By: Stefanie McGee  
Initiator: Jim Brown  
Sponsors:  
DOC ID: 2395

## Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended.

**WHEREAS**, the City of Bartlett Charter empowers the City to provide for the location, bulk, occupancy, area, lot, height, construction and materials of all buildings and structures and to inspect all buildings, lands and places as to their condition for health, cleanliness, and safety; and

**WHEREAS**, Tennessee Code Annotated 68-120-101 dictates that municipalities must maintain a codes that are within seven years of the most current code; and

**WHEREAS**, the 2015 Edition of the International Codes as amended outlines the minimum standards and requirements necessary to allow the City to provide for the health, safety and cleanliness of all property within the City of Bartlett.

**NOW THEREFORE BE IT HEREBY ORDAINED** that the Board of Mayor and Aldermen hereby adopt the 2015 Editions of the International Codes and other related codes specified herein, as amended:

- . International Building Code, 2015 Edition
- . International Residential Building Code, 2015 Edition
- . International Fire Code, 2015 Edition
- . International Fuel Gas Code, 2015 Edition
- . International Residential Gas and Mechanical Code, 2015 Edition
- . International Mechanical Code, 2015 Edition
- . International Plumbing Code, 2015 Edition
- . International Residential Plumbing Code, 2015 Edition
- . International Energy Conservation Code, 2015 Edition
- . National Electrical Code, 2014 Edition
- . International Existing Building Code, 2015 Edition
- . ICC A117.1-2017 Accessibility Code
- . International Property Maintenance Code, 2015 Edition

**SEVERABILITY** - Should any portion or part of this Ordinance be rendered void or unenforceable by any Court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

**EFFECTIVE DATE** This Ordinance shall become effective on September 11, 2018, the public welfare requiring it.

First Reading: August 14, 2018  
Second Reading: August 28, 2018  
Third Reading: September 11, 2018

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

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

ATTEST: \_\_\_\_\_  
Stefanie McGee  
City Clerk

**HISTORY:**

08/14/18 Board of Mayor and Aldermen **APPROVED ON FIRST READING**  
Next: 08/28/18

Mr. Brown explained that building codes adopted by a city must remain within seven years of the current edition. Mr. Brown worked with both Memphis and Shelby County to ensure that Bartlett adopted the same version of building codes.

Mayor McDonald added that the City is currently undergoing ISO Rating review, and one of the items that needs to be completed to maintain a high rating is having current codes adopted by the end of the year.

Mr. Brown said that Memphis and Shelby County plan to begin the adoption process with their respective boards in September since each recently had new officials elected.

# Amendments to the 2015 ICC Fire Code

**Amend Section 101.1 Title**, by deleting the phrase **[NAME OF JURISDICTION]** and replacing it with the following:

**The City of Bartlett, Tennessee**

**Amend Section 103.2 Appointment**, by deleting the word **appointed** in the first sentence and replacing it with the word **designated**.

**Amend Section 103.3 Deputies**; by deleting the phrase **appoint a Deputy Fire Code Official** in the first sentence and replacing it with the phrase **designate a Deputy Fire Code Official**.

**Amend section 105.2.2 Inspection authorized**, by deleting it in its entirety and replacing it with the following;

**105.2.2 Inspection authorized. Before a new Operational Permit, Business License Application, or Use and Occupancy Permit is approved, the Fire Code Official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this code or any operational constraints required.**

## Amendments to the 2015 ICC Fire Code

**Amend Section 105.6.32 Open Burning,** by deleting the Exception **Recreational Fires.**

**Amend section 109.4 Violation Penalties,** by deleting it in its entirety and replacing it with the following;

**109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the *approved construction documents* or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be guilty of a code violation. Those responsible for violations are subject to a citation and fines as determined by a court of law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.**

**Amend section 111.4 Failure to comply,** by deleting it in its entirety and replacing it with the following;

**111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a citation and/or fines as determined by a court of law.**

# Amendments to the 2015 ICC Fire Code

**Amend Chapter 2 Definitions by adding the following.**

**Mobile Food Preparation Vehicle:** A mobile food preparation vehicle is any vehicle that includes a self-contained or attached trailer kitchen in which food is prepared, processed or stored and used to sell and dispense food to the ultimate consumer. Mobile units must be mobile at all times during operation. The unit must be on wheels (excluding boats) at all times. Any mobile food unit that removes such wheels or becomes stationary must meet Tennessee Department of Health Regulations Chapter 1200-23-1 et seq. in its entirety. This definition does not include pushcarts as regulated by city codes and prohibited from selling potentially hazardous foods by the state department of health, nor vehicles from which only ice cream and other frozen non-hazardous food products are sold, nor vehicles operating under special event permit, nor vehicles intended for private recreation.

**Amend section 307.2 Permit required,** by inserting **recreational fires,** in front of the words **or a bonfire** at the end of the first sentence.

**Add section 307.4.4 Warming fires. All warming fires must be contained within a metal barrel or drum. Warming fires are not allowed inside structures and cannot be built directly upon the ground. The immediate area around the warming fire container must be clear of combustible materials and the container shall not be closer than fifteen feet from any structure or combustible materials. Warming fires must be fully extinguished at the end of each work day.**



# Amendments to the 2015 ICC Fire Code

Amend section 307.5 Attendance by inserting the words warming fires following the words recreational fires in the first sentence.

Amend section 308.1.4 Open-flame cooking devices by deleting Exception #3 in its entirety.

Amend Chapter 3 General Requirements by adding the following sections:

**Section 315.7 Outdoor Pallet Storage.** Pallets stored outdoors shall comply with Sections 315.7 through 315.7.7. Pallets stored within a building shall be protected in accordance with Chapter 32.

**315.7.1 Storage beneath overhead projections from buildings.** Where buildings are equipped throughout with an automatic sprinkler system, the outdoor storage of pallets under eaves, canopies or other projections or overhangs are prohibited except where automatic sprinklers are installed under such eaves, canopies or other projections or overhangs.

**315.7.2 Distance to lot line.** Pallet storage shall not be located within 10 feet (3048 mm) of a lot line.

**315.7.3 Storage height.** Pallet storage shall not exceed 20 feet (6096 mm) in height.

**315.7.4 Pallet pile stability and size.** Pallet stacks shall be arranged to form stable piles. Individual pallet piles shall cover an area not greater than 400 square feet (37 m<sup>2</sup>).

## Amendments to the 2015 ICC Fire Code

**315.7.5 Pallet types.** Pallets shall be all wood, with slatted or solid top or bottom, with metal fasteners, or shall be plastic or composite pallets, listed and labeled in accordance with UL 2335 or FM4996. Plastic pallets shall be both solid and gridded deck, independent of the pallet manufacturing process, type of resin used in fabrication or geometry of the pallet.

**315.7.6 Pile separation distances.** In addition to the other requirements of this section, pallet stacks and piles shall be separated in accordance with Sections 315.7.6.1 and 315.7.6.2.

**Table 315.7.6(1) Separation Distance between Wood Pallet Stacks and Buildings**

| Wall Construction         | Opening Type                            | Wood Pallet Separation Distance (feet) |                   |               |
|---------------------------|-----------------------------------------|----------------------------------------|-------------------|---------------|
|                           |                                         | ≤ 50 Pallets                           | 51 to 200 Pallets | > 200 Pallets |
| Masonry                   | None                                    | 2                                      | 2                 | 2             |
| Masonry                   | Fire-rated glazing with open sprinklers | 2                                      | 5                 | 20            |
| Masonry                   | Fire-rated glazing                      | 10                                     | 5                 | 20            |
| Masonry                   | Plain glass with open sprinklers        | 10                                     | 5                 | 20            |
| Noncombustible            | None                                    | 10                                     | 5                 | 20            |
| Wood with open sprinklers | -                                       | 10                                     | 5                 | 20            |
| Wood                      | None                                    | 15                                     | 30                | 90            |
| Any                       | Plain glass                             | 15                                     | 30                | 90            |

For SI: 1 foot = 304.8 mm.

# Amendments to the 2015 ICC Fire Code

**Table 315.7.6(2) Separation Distance between Plastic Pallet Stacks and Buildings**

| Wall Construction         | Opening Type                            | Plastic Pallet Separation Distance (feet) |                   |               |
|---------------------------|-----------------------------------------|-------------------------------------------|-------------------|---------------|
|                           |                                         | ≤ 50 Pallets                              | 51 to 200 Pallets | > 200 Pallets |
| Masonry                   | None                                    | 2                                         | 2                 | 2             |
| Masonry                   | Fire-rated glazing with open sprinklers | 10                                        | 20                | 50            |
| Masonry                   | Fire-rated glazing                      | 15                                        | 40                | 100           |
| Masonry                   | Plain glass with open sprinklers        | 15                                        | 40                | 100           |
| Noncombustible            | None                                    | 15                                        | 40                | 100           |
| Wood with open sprinklers | -                                       | 15                                        | 40                | 100           |
| Wood                      | None                                    | 30                                        | 80                | 150           |
| Any                       | Plain glass                             | 30                                        | 80                | 150           |

For SI: 1 foot = 304.8 mm.

**Table 315.7.6(3) Separation From Other Pallet Piles and On-Site Storage (Wood Pallets)**

|                       | Wood Pallet Separation Distance (feet) |                   |               |
|-----------------------|----------------------------------------|-------------------|---------------|
|                       | ≤ 50 Pallets                           | 51 to 200 Pallets | > 200 Pallets |
| Between pallet piles  | 7.5                                    | 15                | 45            |
| Other on-site storage | 7.5                                    | 15                | 45            |

For SI: 1 foot = 304.8 mm.

# Amendments to the 2015 ICC Fire Code

**Table 315.7.6(4) Separation From Other Pallet Piles and On-Site Storage (Plastic Pallets)**

|                       | Plastic Pallet Separation Distance (feet) |                   |               |
|-----------------------|-------------------------------------------|-------------------|---------------|
|                       | ≤ 50 Pallets                              | 51 to 200 Pallets | > 200 Pallets |
| Between pallet piles  | 15                                        | 40                | 75            |
| Other on-site storage | 15                                        | 40                | 75            |

For SI: 1 foot = 304.8 mm.

**315.7.6.1 Building separation.** Pallet stacks and piles shall be separated from buildings in accordance with Table 315.7.6(1) for wood pallets and Table 315.7.6(2) for plastic pallets.

**315.7.6.2 Separation from other pallets and on-site storage.** Pallets shall be separated from other pallet piles and other storage in accordance with Table 315.7.6(3) for wood pallets and Table 315.7.6(4) for plastic pallets.

**315.7.7 Prohibited locations.** Pallets shall not be stored underneath high-voltage transmission lines, elevated roadways or elevated railways.

## **Section 319 Mobile Food Preparation Vehicles**

**319.1 General.** Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

**319.2 Reserved.**

## Amendments to the 2015 ICC Fire Code

**319.3 Exhaust hood.** Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 609.

**319.4 Fire protection.** Fire protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.

**319.4.1 Fire protection for cooking equipment.** Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12 when Section 319.3 applies.

**319.4.2 Fire extinguisher.** Portable fire extinguishers shall be provided in accordance with Section 906.4 through 906.9.

**319.5 Appliance connection to fuel supply piping.** Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturers' instructions.

**319.6 Cooking oil storage containers.** Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

**319.7 Cooking oil storage tanks.** Cooking oil storage tanks within mobile food preparation vehicles shall comply with Sections 319.7.1 through 319.7.5.2.

## Amendments to the 2015 ICC Fire Code

**319.7.1 Metallic storage tanks.** Metallic cooking oil storage tanks shall be *listed* in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

**319.7.2 Nonmetallic storage tanks.** Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:

1. Tanks shall be *listed* for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 200 gallons (757 L) per tank.

**319.7.3 Cooking oil storage system components.** Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents and other related components used for the transfer of cooking oil.

**319.7.4 Design criteria.** The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

**319.7.5 Tank venting.** Normal and emergency venting shall be provided for cooking oil storage tanks.

**319.7.5.1 Normal vents.** Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

## Amendments to the 2015 ICC Fire Code

**319.7.5.2 Emergency vents.** Emergency relief vents shall be located above the maximum normal liquid line, and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vents shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

**319.8 LP-gas systems.** Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.6.

**319.8.1 Maximum aggregate volume.** The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

**319.8.2 Protection of container.** LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement. LP-gas containers shall be located in accordance with the requirements of NFPA 96, *Ventilation Control and Fire Protection of Commercial Cooking Operations*, Annex B, Mobile and Temporary Food Operations.

**319.8.3 LP-gas container construction.** LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

**319.8.4 Protection of system piping.** LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage, and damage from vibration.

**319.8.5 LP-gas alarms.** A listed LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacturer's instructions.

## Amendments to the 2015 ICC Fire Code

**319.8.6 Smoking.** Mobile food preparation vehicles using LP-gas systems shall post visible and legible "No Smoking" sign(s) directly adjacent to the LP-gas container(s).

**319.9 CNG systems.** Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

**319.9.1 CNG containers supplying only cooking fuel.** CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3.

**319.9.1.1 Maximum aggregate volume.** The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

**319.9.1.2 Protection of container.** CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

**319.9.1.3 CNG container construction.** CNG containers shall be an NGV-2 cylinder.

**319.9.2 CNG containers supplying transportation and cooking fuel.** Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

**319.9.3 Protection of system piping.** CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

**319.9.4 Methane alarms.** A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.



## Amendments to the 2015 ICC Fire Code

**319.10 Maintenance.** Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 319.10.1 through 319.10.3.

**319.10.1 Exhaust system.** The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 609.3.

**319.10.2 Fire protection systems and devices.** Fire protection systems and devices shall be maintained in accordance with Section 901.6.

**319.10.3 Fuel gas systems.** LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an approved inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the approved inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

**Amend section 405.2 Frequency** by adding the following sentence after the word **procedure**;

**Occupancies not shown on Table 405.2 which are equipped with a fire alarm as required by this code shall conduct fire drills every six months.**

## Amendments to the 2015 ICC Fire Code

Amend section 503.2.4 Turning radius by adding the words and shall not be less than a fifty foot radius after the word official.

Amend section 503.2.5 Dead ends by adding the words as required in Appendix D after the word apparatus at the end of the sentence.

Amend section 503.6 Security gates by adding sub-sections 503.6.1 through 503.6.8.

503.6.1 Gated or fenced communities. These communities shall have at least one primary Fire Department access. This gate shall conform to sections 503.6.1 through 503.6.8 and if automated, shall be equipped with primary and secondary overrides.

503.6.2 Automatic gates. All automatic gates on required Fire Department access roadways shall be provided with approved override and power off systems designed to allow fire department access in the case of an emergency. These override systems shall provide controls to open and override timer functions for emergency access and power off equipment for manual operation.

503.6.3 Emergency override. Emergency override of all automatic gate systems shall operate with power on or off. The override system shall consist of a fire access housing/box. The access box shall be red in color and shall have 'Fire Department' or 'Fire Access' in white letters on the faceplate. The faceplate shall be hinged and designed to accept a Knox padlock keyed to the Bartlett Fire Department. The fire access box shall be equipped with an internal switch which will signal the gate to operate when the faceplate is unlocked and/or opened. The fire access box shall be installed so as to be plainly visible from the cab of the approaching emergency vehicle.

## Amendments to the 2015 ICC Fire Code

503.6.4 Manual disconnects. All automatic entry gates shall be equipped with Knox padlocked disconnects for use in the event the power supply to the gates fails, or the fire access box switch fails to open the gate.

503.6.5 Sliding gates. For sliding gates, the rear chain attachment point, where the chain attaches to the gate, shall be secured with a Knox padlock to allow access by removal of the lock. If the disconnect is not accessible from the public side, an access entry gate shall be provided to allow access to the gate disconnect. The required entry gate shall also be padlocked with a Knox padlock.

503.6.6 Swing gates. For swing gates, the attachment point where the swing arm connects to the gate shall be equipped with a padlocked disconnect pin. If this disconnect pin cannot be accessed from the public side an access entry shall be required as in 503.6.5.

503.6.7 Additional gates. If additional gates are required, these gates shall conform to the same standards as the primary gate. The Fire Code Official may declare these gates to be secondary and allow them to be padlocked with the approved Knox lock, interlocked with the owner's padlock, rather than be automated.

503.6.8 Locking access gates. Gates in fenced compounds which require Fire department access shall be secured with the approved Knox padlock, interlocked with the owner's lock.

Amend section 506.1 Where required by adding the following after the last sentence.

Key boxes shall be located at or near the front door or such location as determined by the Fire Code Official. Commercial or Industrial structures protected by a monitored automatic fire alarm system, automatic sprinkler system, automatic suppression system, facilities which handle, use, or store

## Amendments to the 2015 ICC Fire Code

hazardous materials above the exempt quantities, and other structures deemed necessary by the Fire Code Official shall be required to install and maintain a key box.

Amend section 507.5.1 Where required by deleting the exceptions.

Amend section 507 Fire Protection Water Supplies by adding the following sub-section.

507.5.7 Hydrant access. The Fire Code Official shall require all fences that impede access to hydrants, whether from the street or from the building, to have 48 inch access gates installed at or near the hydrant. To allow proper access to these hydrants, fences shall not be located within a 10-foot radius from the center of the hydrant. Gates, if locked, shall be secured with the approved Knox padlocks keyed to the Bartlett Fire Department.

Amend section 806 Decorative Vegetation in New and Existing Buildings by adding the following sub-section:

806.6 Combustible decorative Materials. Combustible decorative materials such as, but not limited to cotton batting, vegetation, moss, loose or baled straw or hay, vines, split bamboo, leaves, or other similar materials shall not be used in Group A, B, E, I-1, I-2, I-3, I-4, M, R-1, R-2, or R-4 occupancies.

Exceptions:

## Amendments to the 2015 ICC Fire Code

1. Fire retardant treated combustible decorative materials shall not be prohibited in Group A, B, E, M, R-1, and R-2 occupancies if those occupancies are protected throughout by an approved automatic sprinkler system.
2. In Group A, B, M, R-1, and R-2 occupancies protected by an approved automatic sprinkler system, treated decorative materials shall be limited to no more than 10% of the aggregate area of walls and ceiling.
3. Group E occupancies shall be allowed 20% of wall area. This shall include treated decorative materials, artwork, and teaching materials combined.

Amend section 901.2 Construction Documents by adding the following after the last sentence in the section.

Construction documents for fire protection systems will be required where alterations to the existing system will involve more than ten (10) sprinkler heads.

Amend section 903.4 Sprinkler system supervision and alarms by adding the following to the end of the first paragraph following the word unit:  
and secured (padlocked) in the normal/open position.

Amend section 903.4 Sprinkler system supervision and alarms by adding the following exception:

8. Valves on existing systems that were not previously required to be supervised shall be secured (padlocked) in the normal/open position.

## Amendments to the 2015 ICC Fire Code

Amend section 903.4.3 Floor control valves by deleting the words high rise buildings at the end of the sentence and replacing them with the words all buildings two or more stories in height.

Amend section 912 Fire Department Connections by adding the following sub-section:

**912.8 Proximity to Fire Hydrants. Fire department connections shall be located not more than one hundred (100) feet from an approved fire hydrant.**

Amend section 913.4 Valve supervision by deleting the entire section and replacing it with the following:

**913.4 Valve Supervision. Where provided, the fire pump suction, discharge and bypass valves, and the isolation valves on the backflow prevention device or assembly shall be electrically supervised and secured (padlocked) in the normal/open position.**

Amend section 1001 Administration by adding the following sub-section:

**1001.3 Other Standards. When this code does not address requirements pertaining to an unusual or uncommon aspect of a means of egress system, NFPA 101 shall be used as an acceptable standard.**

Amend section 1031 Maintenance of the Means of Egress by adding the following sub-section:

**1031.10 Testing of Emergency Lighting. A functional test shall be conducted on every required emergency light system at 30 day intervals**

## Amendments to the 2015 ICC Fire Code

for a minimum of 30 seconds. An annual test shall be conducted for a minimum duration of 1 ½ hours. Equipment shall be fully operational for the duration of the test. Equipment that fails to operate fully during the test shall be repaired or replaced. Written records of testing shall be kept by the owner for inspection by the Fire Code Official.

Amend section 3316 Motorized Construction Equipment by adding the following condition:

#5 Equipment shall be located so that exhaust will not be discharged into an existing air intake, window, or doorway of an occupied space.

Amend section 5704.1 by adding the following sub-section:

5704.1.1 Storage of motorized vehicles and equipment. Gasoline powered equipment, such as vehicles, motorcycles, lawn equipment, etc. shall not be stored in any building unless the room or space has been approved for such use.

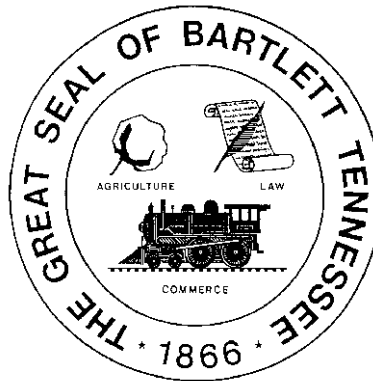
Amend section 6103.2.1 Portable Containers by adding the following sub-section:

6103.2.1.8 Flame Effects before a Proximate Audience. The use of LP-gas as part of a flame effect before a proximate audience shall comply with this chapter and NFPA 160. It shall also be approved by the Fire Code Official.

## Amendments to the 2015 ICC Fire Code

**7-101. Fire Code Adopted.** Pursuant to authority granted by Tennessee Code Annotated, 6-54-501 through 6-54-506, and for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the International Fire Code, 2015 edition with all appendices and city amendments, (referenced standards shall be the most current published editions), as recommended by the International Code Council, is hereby adopted by reference and included as part of this code





**FUEL GAS CODE AMENDMENTS  
TO THE  
  
2015  
INTERNATIONAL  
FUEL GAS  
CODE**

Attachment: 2015 Fuel Gas Code Amendments (2395 : Ord 18-06, international code adoption)

**FUEL GAS CODE**

When adopting the 2015 International Fuel Gas Code, the following Appendices will also be adopted: A, B, & C.

**AMEND Section 101.1 as follows:****101.1 Title**

These regulations shall be known as the Building Code of The City of Bartlett, hereafter referred to as “this code.”

**ADD Section 101.1.1 as follows:****101.1.1 References**

All references to the International Code Council Electrical Code are to be replaced with the 2014 National Electrical Code.

**ADD 301.3.1 as follows:****301.3.1 Approval Installation of Listed or Unlisted Equipment**

All listed appliances and equipment shall be installed in accordance with their listings. All unlisted appliances and equipment shall be installed in accordance with the manufacturer’s instructions, the gas codes, and the gas official. All appliances shall be equipped with a gas appliance pressure regulator which will satisfactorily limit the gas supply pressure, unless not required by the appliances listing.

**ADD 301.12.1 as follows:****301.12.1 Seismic Information for Gas Piping**

A seismic letter will be required for gas piping installation.

**ADD Section 301.15.1 and 301.15.2 as follows:****301.15.1**

Gas piping inside and building shall not be run through an air duct, clothes chute, chimney or vent, ventilating duct dumbwaiter or elevator shaft where the gas official finds that it is impossible to avoid installing gas piping through or in building duct system for heat, ventilating or air conditioning system, the gas pipe may be installed in a casing of non-combustible, rigid gas tight material.

**301.15.2**

Gas piping shall be prohibited in plenum spaces unless such spaces are accessible. This provision shall not apply to gas piping in non-plenum concealed locations. Shut off valves, union shut off valves, or unions for gas piping shall be prohibited in all concealed locations and all spaces used as plenums.

## FUEL GAS CODE

**ADD 303.3.1 as follows:****303.3.1**

No unvented decorative appliances shall be installed in a bedroom. Gas fired unvented heaters are not allowed to be installed in bedrooms, bathrooms or rooms generally kept closed.

**ADD Section 305.4.1 as follows:****305.4.1 Gas Utilization Equipment**

Gas utilization equipment may be installed in a repair garage when there is no dispensing or transferring of liquefied petroleum gas or other flammable liquids, provided all burners, burner flames, and burner ignition devices are located not less than 18 inches above the floor, and provided continuous mechanical ventilation is supplied at a rate of not less than one cubic foot per minute per square foot of floor area. For installations in below-grade areas, an approved means shall be provided for introducing an equal amount of outdoor air. The equipment and the ventilation system shall be interlocked so the equipment will not operate unless the ventilation system is in operation. Gas utilization equipment shall be located or protected so it is not subject to physical damage by a moving vehicle.

**ADD Section 306.1 #1 as follows:****306.1 #1-Access and Service Space**

Permanent access ladder, inside stairway, or pulldown stairs (NO SCUTTLE HOLES) shall be used for access.

**ADD Section 306.1 #2 as follows:****306.1 #2-Accessibility**

Units installed above drop ceilings, equipment height of 10 feet or more must have a work platform on service side of equipment.

**ADD Section 306.3.2 as follows:****306.3.2 Accessibility**

Every appliance shall be located so that it will be accessible for operation and servicing for attic installations, the passageway and servicing area adjacent to the appliance shall be floored. Such attics shall have flooring under and around such water heaters or gas appliances and shall be provided with a continuous, floored passageway at least 2 feet wide. When mechanical equipment is to be installed in the attic and only an interior access is to be provided, permanent access is required.

## FUEL GAS CODE

**ADD 306.5 #8 as follows:****306.5 #8 Appliances on Roofs or Elevated Structures**

The inside means of access shall be a permanent, or foldaway, inside stairway or ladder, terminating in an enclosure, scuttle or trap door. Such scuttles or trap doors shall be at least 24 inches BY 24 inches in size, shall open easily and safely under all conditions, especially snow, and shall be constructed so as to permit access from the roof side unless deliberately locked on the inside. At least 6 feet of clearance shall be available between the access opening and the edge of the roof or similar hazard, or rigidly fixed rails or guards at least 42 inches in height shall be provided on the exposed side, parapets or other building structure at least 42 inches in height may be utilized in lieu of guards or rails.

**ADD Section 401.1.2 as follows:****401.1.2 Medical Gas Systems**

Medical gas systems shall be installed in accordance with the requirements of NFPA 99C gas and vacuum systems.

**ADD Section 401.5 #1 as follows:****401.5 #1 Identification/Labeling**

All indoor and outdoor piping shall be labeled with amount of pressure within the pipe (2 psi or 5 psi).

**AMEND Section 402.3 as follows:**

4. When the gas pressure is 0.5 pounds per square inch or less, all consumer gas pipe from the point of delivery of the first branch in the house piping shall not be less than one inch in diameter. The minimum size of pipe outlets shall be ½ inch. The maximum length of ½ inch pipe shall be one foot in length.

5. In CSST piping systems, ½ inch tubing allowed if sized to manufacturer specification.

**ADD Section 402.6 #7 as follows:**

7. All gas piping up to 2 psi can be screwed or welded. All gas piping 5 pounds or greater shall be welded. All gas piping over 2 inches shall be welded.

**Exception:** Three fittings at cut off valve to regulator on 5 pound systems.

**ADD Section 403.1.1 as follows:****403.1.1**

Copper, brass, and aluminum tubing or piping shall be used only for specialty use on natural gas with prior approval by the Code Official.

**FUEL GAS CODE****ADD Section 403.10.1 #1 as follows:**

**PIPE JOINTS**-The use of welded steel fittings either shop, field fabricated or manufactured commercially for connecting pipe and fittings by welding is permissible. Two pound gas may be screwed or welded. Five pound gas shall be welded.

**ADD 403.10.4 #10 as follows:****403.10.4 #10**

Fittings (except stopcocks and valves) shall be malleable iron or steel when used with steel or wrought iron pipe and shall be copper or brass when used with copper or brass pipe or tubing. The use of welded steel fittings, either shop or field fabricated and connecting of pipe and fittings by welding is permissible.

**ADD 403.10.4 #11 as follows:****403.10.4 #11**

No bushings allowed on interior gas piping unless approved by manufacturer of equipment being installed.

**ADD 404.5.1 as follows:****404.5.1 Trailer Park Piping**

Where information is not available on the location of the trailer supply connection, the gas riser to each trailer site should be placed in the rear one third section of the site and not less than 18' from the roadside wall of the trailer. It shall be located and protected or supported so as to minimize the likelihood of damage by moving vehicles. When the gas pressure at the terminal of the gas riser at each trailer site is .5 psig or less, the minimum size of the gas piping shall be 1" for other than undiluted liquefied petroleum gases.

**ADD 404.5.2 as follows:****404.5.2 Connection of Trailer**

Piping shall not be installed underground beneath manufactured homes or house trailers. Trailers shall be connected to the gas piping system with rigid pipe or listed connections of adequate size and installed so as to be protected against physical damage.

**ADD Section 404.6.1 as follows:****404.6.1 Piping in Solid Floors**

No threaded connectors may be used on piping in solid floors.

**ADD Section 404.9.1 as follows:****404.9.1**

All gas piping exposed to outside weather shall be protected with approved paint coatings to prevent corrosion.

## FUEL GAS CODE

**ADD Section 404.11.3 as follows:****404.11.3 Corrosion Protection**

Dielectric unions shall be installed at each end of underground piping. Anode bags shall be installed on all metallic piping underground.

**ADD Section 404.14.1 as follows:****404.14.1**

Installation of buried underground piping beneath building floor slab shall be subject to prior approval of the administrative authority.

**DELETE Section 406.4.1 Entirely and Substitute the following:****406.4.1 Method of Testing**

Low pressure (not in excess of 2 psi gauge) gas piping shall withstand a pressure of 30 psig for a period of not less than 10 minutes without showing any drop in pressure. All high pressure gas piping must have a minimum of 100 psig test. Higher pressure (medical gas) must stand at least 1.5 times normal working pressure for a period of 24 hours without showing any drop in pressure. Medical gas testing to conform to NFPA 99C.

**ADD Section 406.4.3 as follows:****406.4.3 Testing of Medical Gas Systems**

Medical gas systems shall be installed in accordance with the requirements of NFPA 99C and vacuum systems.

**ADD Section 409.1.4 as follows:****409.1.4 Location of Shut-Off Valves**

Outlets for individual manufactured homes or trailers shall be provided with a readily accessible manual shut-off valve located outdoors at the trailer. Trailers shall be connected to the gas piping system with rigid pipe or listed connections for adequate size and installed so as to be protected against physical damage.

**ADD 409.5.1 #1 as follows:****409.5.1 #1 Fireplace Logs and Starters**

All fireplace logs and starters must be installed according to their listings and have a readily accessible manual shutoff valve within reach of and extraneous to the fireplace. A manual main shutoff valve shall be installed ahead of all controls including the pilot gas valve.

## FUEL GAS CODE

**ADD 411.1 #9 and #10 as follows:****411.1-Appliance Fuel Connectors**

9. Flexible connectors used outdoors shall be listed for outdoor use. Flexible connectors used in fireplace fireboxes shall be approved for such use or be stainless steel.

10. Connectors shall have an overall length not to exceed 18 inches except for range and domestic clothes dryer connectors, which shall not exceed 3 feet in length. Connectors shall not be concealed within, or extended through walls, floors, partitions, ceilings or appliance housing. A shutoff valve not less than the nominal size of the connector shall be installed ahead of the connector in accordance with Section 409.5. Connectors shall be sized to provide the total demand of the connected appliance.

**ADD 501.10.1 as follows:****501.10.1 Room Exhausters and Appliance Blowers**

A fan or blower shall not be discharged into any vent, chimney or vent connector into which a gas appliance is vented by natural draft.

**DELETE Section 503.10.2.3 Items 2 thru 5 as follows:****503.10.2.3 Residential Type Appliance Connectors**

Where vent connectors for residential type appliances are not installed in attic or other unconditioned spaces, connectors for listed appliances having draft hoods and for appliances having draft hoods and equipped with listed conversion burners shall be one of the following:

1. Type B or Type L Vent Material
2. Delete
3. Delete
4. Delete
5. Delete
6. A Listed Vent Connector

Vent connectors shall not be covered with insulation.

**Exception:** Listed insulated vent connectors shall be installed according to the terms of their listing.

**ADD Section 603.2 as follows:****603.2 Log Starters**

Log starters shall have support installed on end of starter.

**FUEL GAS CODE****ADD Section 618.2.1 as follows:****618.2.1 Furnaces Use with Refrigeration Systems and Blowers**

The furnace shall be installed on the discharge side of the blower. The furnace shall be installed parallel with or ahead of the refrigeration coil unless listed for other locations. If the refrigerating coil is installed in the discharge duct from the furnace, the blower shall be of a size and capacity to supply the required amount of air through the furnace to maintain normal temperature rise while operating against the total static pressure existing in the system. Auxiliary drain pans shall be installed under all evaporator coils or vertical furnaces installed in attic spaces.

**ADD Section 624.1.2 Water Heaters as follows:****624.1.2 Prohibited Installations**

Water heaters, with the exception of those having direct vent systems, shall not be installed in bathrooms and bedrooms or in a closet with access only through a bedroom or bathroom. However, water heaters of the automatic storage type may be installed as a replacement in a bathroom, when specifically authorized by the gas official, providing they are properly vented and are supplied with adequate combustion air.

**Exception:** When a closet, having a weather stripped solid door an approved door closing device, has been designed exclusively for the water heater and where all air for combustion and ventilation is supplied from outdoors.

**ADD Section 624.1.3 thru 624.1.9.4 as follows:****624.1.3 Water Heater Location**

Water heaters shall be located as close as practical to the vent. They should be so located as to provide short runs of water piping to fixtures.

**624.1.4**

All water heaters installed in remote locations such as suspended ceiling spaces or in attics shall rest in a galvanized steel or other metal pan of equal corrosive resistance having a thickness at least equal to 0.0276 inch (0.7 mm) galvanized sheet steel. Pans shall have a minimum depth of 6 inches. All drain pans shall have a 1 inch drain. All gas water heater emergency plans shall be installed as per manufacturer listing.

**624.1.5 Installation in Garages Prohibited**

Gas fired water heaters or central furnaces shall not be installed in residential garages. Combustion air ducts shall not terminate in a residential garage. Doors in garages, accessing gas fired appliances in closets, furnace rooms etc. shall be weather stripped to provide an air tight seal which will prevent gasoline vapors from entering the appliance closet or room. Appliances shall be installed a minimum of 18 inches above ground level.

**624.1.6 Connection**

Water heaters shall be connected in a manner to permit observation, maintenance and servicing.



**FUEL GAS CODE****624.1.7 Closed Systems**

Water heaters shall not be installed in a closed system of water piping unless a water pressure relief valve is provided.

**624.1.8 Temperature, Pressure and Vacuum Relief Valves****624.1.8.1**

The installation and adjustment of the temperature, pressure and vacuum valves or combination thereof, and automatic gas shutoff valves shall be in accordance with the requirements of ANSI Z21.10.1 and ANSI Z21.10.3 or with the manufacturer's instructions accompanying such devices.

**624.1.8.2**

A water heater or tank that has the cold water supply entering at the bottom of the tank shall have a listed vacuum relief valve installed above the top of the tank so as to prevent siphoning of the tank.

**624.1.9 Circulation or Tank Types****624.1.9.1**

The method of connecting a circulating water heater to the tank shall assure proper circulation of water through the heater, and permit a safe and useful temperature of water to be drawn from the tank.

**624.1.9.2**

The size of the water circulating piping, in general, shall conform with the size of the water connection of the heater.

**624.1.9.3**

A suitable water valve or cock, through which sediment may be drawn off or the tank emptied, shall be installed at the bottom of the tank.

**624.1.9.4**

Means acceptable to the administrative authority shall be provided to prevent siphoning in any boiler or tank to which any water heater is attached. A cold water tube with a hole near the top is commonly accepted for this purpose.

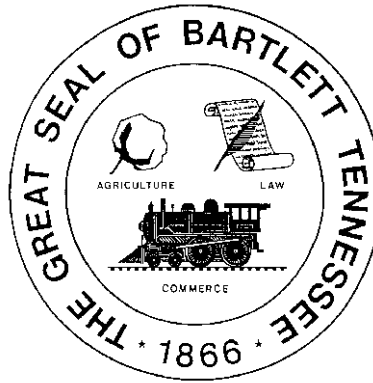
**ADD Section 627.10.1 as follows:****627.10.1 Switches in Electrical Supply Lines**

Means for interrupting the electrical supply to the air conditioning and heating equipment or to its associated cooling tower shall in no case be installed farther than six feet from the service side of the equipment.

**ADD Section 628.5 as follows:****628.5**

All illuminating gas appliances must have an accessible manual shut off valve within reach of and extraneous to the appliance.





**BUILDING CODE AMENDMENTS  
TO THE  
  
2015  
INTERNATIONAL  
BUILDING  
CODE**

Attachment: 2015 IBC Amendments (2395 : Ord 18-06, international code adoption)

**BUILDING CODE****AMEND Section 101.1 as follows:****101.1 Title**

These regulations shall be known as the Building Code of The City of Bartlett, hereinafter referred to as “this code.”

**AMEND Section 101.2.1 as follows:****101.2.1 Appendices**

To be enforceable, the appendices included in the Technical Codes must be referenced in the code text or specifically included in the adopting ordinance. The following appendices are referenced.

|                                          |                                                                                                                                                                  |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2015 International Building Code:</b> | <b>C-Group U-Agricultural Building</b><br><b>E-Supplementary Accessibility Requirements</b><br><b>F-Rodent Proofing</b><br><b>G-Flood-Resistant Construction</b> |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ADD the following as 101.4.8:****101.4.8 Electrical**

The provisions of the 2014 National Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**ADD New Section 102.7 as follows:****102.7 Change of Occupancy**

If the occupancy classification of any existing building or structure is changed, the building electrical, gas, mechanical and plumbing systems shall be made to conform as required by the Code Official.

**AMEND Section 103.1 to read as follows:****103.1 Creation of Enforcement Agency**

The Department of Code Enforcement is hereby created and the official in charge thereof shall be known as the Director of Code Enforcement.

**BUILDING CODE****ADD New Section 103.4 as follows:****103.4 Restrictions on Employees**

An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specification thereof, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interests of the department or the City of Bartlett.

**DELETE 105.1 in its entirety and replace with:****105.1 Permit Application Required**

Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system or to cause any such work to be done shall first hire or cause to hire a licensed and/or registered contractor. The contractor shall first make application to the Code Official and obtain the required permit for the work. Building permits may be issued to the property and building owners when so allowed by The City of Bartlett Technical Codes and The State of Tennessee Contractors' License Laws. Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of this code, provided that the alteration, repair or rehabilitation work conforms to the requirements of this code for new construction. The Code Official shall determine the extent to which the existing system shall be made to conform to the requirements of this code for new construction. Permits are required to be obtained by an individual licensed in that field (plumbing, gas, mechanical and electrical).

**ADD Section 105.1.3 and 105.1.4 as follows:****105.1.3 Permits Required for Appurtenances to Buildings and Other Structures and Apparatus**

A permit shall be required to erect, install, alter, or repair any of the following list of building appurtenances, new structures, and apparatus, and shall include, but not limited to the following:

Conveyor systems; Racking systems/Shelving;

Permit and inspection fees for the above list will be as set forth in the Fee Ordinance.

Process Piping Systems;

Permit and inspection fees for the Process Piping System will be as set forth in the Fee Ordinance.

**BUILDING CODE****105.1.4**

A permit shall be required to erect, install, alter, or repair any of the following list of building appurtenances, new structures, and apparatus, and shall include but not be limited to the following:

Cooling tower; Elevator; Fire Alarms; Fire Protection; Sprinkler System; Fire Suppression Systems, including commercial kitchen hoods; Generators, except outdoor self-contained units; Incinerator; Liquefied Petroleum Gas Systems; Medical Gas Systems; Mechanical Refrigeration System; Portable Water Systems; Pressure Piping System; Sewer Private (Private Drive) (see policy & procedures); Special Event Permits (see policy & procedures); Spray Booth; Storage Tank or Bin; Temporary Construction Trailers.

**DELETE 105.2 items numbered under Building heading: 1, 2, 4, 5, 6, 8, 9, 10, 12, 13.**

**ADD Section 105.8 as follows:****105.8 Contractors Responsibilities****105.8.1 Bonding**

**105.8.1.1** Every person doing business in the City of Bartlett as a Registered and/or Licensed Building, Building/Structure, Mechanical, Mover, Demolition, Gas (Master A & B), Electrical, and Plumbing Contractor shall file with the Code Official a bond in the penal sum of \$25,000, and issued by an incorporated insurance company authorized to do business in the City of Bartlett which has an office or agent located in Shelby County.

**105.8.1.1.1** The condition of such bond shall be that the principal and surety shall indemnify the City of Bartlett and County of Shelby for their own use, and/or to any citizen against loss by improper compliance with Technical Codes and any other law or ordinance governing such work; that the principal will suffer no work to be done without a permit, and will report work done for inspection by the Code Official in conformity with Technical Codes.

**105.8.1.1.2** Such bond shall be continuous and remain in effect every year thereafter, unless cancelled by providing 60 days written notice to the principal and obligee. Immediately upon receiving written notice of cancellation, the Code Official shall require that a new bond be furnished. The proper bond form will be provided by the Code Official.

**105.8.1.1.3** Every contractor who fails to furnish a new bond as required above shall be deemed to have ceased to engage in the business of contracting. No further permits for work under the Technical Codes shall be issued, nor shall work proceed on permitted work until the required bond is furnished.

**BUILDING CODE****105.8.1.2 Deposit or Bond to Insure Lot Cleaning**

Before issuing a permit to demolish a building or structure, the Code Official shall require that a deposit be posted, either a cashier's check or an approved surety bond, to insure that the premises, from which a building has been demolished or removed, will be properly cleaned and left in condition as outlined hereinafter. Deposit shall be in the following amounts for each building or structure:

1. A deposit of \$300 shall be made when the demolition is of residential dwellings of one or two stories in height, and containing not more than 5,000 square feet per floor, and said demolition is by the property owner of record.
2. A deposit of \$500 shall be made when the demolition is of residential and/or multi-dwellings of one or two stories in height, and containing not more than 10,000 square feet per floor.
3. A deposit of \$1,000 shall be made when the demolition is of residential dwellings or more than two stories in height, and/or those containing over 10,000 square feet per floor.
4. A deposit of \$1,500 shall be made when the demolition is of commercial and industrial structures of one or two stories in height, and containing not more than 10,000 square feet per floor.
5. A deposit of \$2,500 shall be made when the demolition is of commercial and industrial structures of 1 to 3 stories in height, and containing not more than 25,000 square feet floor space.
6. A deposit of \$5,000 shall be made when the demolition is of commercial and industrial structures of more than 3 stories in height, and/or containing over 25,000 square feet per floor.

**105.8.1.3 Exceptions**

Where a permit is for demolition under condemnation by a sovereign, either federal, state, or municipal, the above deposit or bond may be waived by the Code Official.

**105.8.2 Liability Insurance**

**105.8.2.1** Every Registered and/or Licensed Contractor, acting as a contractor as listed below, shall be required to file with the Code Official an insurance policy issued by an incorporated insurance company licensed to do business in Tennessee with an office or agent located in Shelby County. The policy must cover the Registered and/or Licensed Contractor, their employees, and the City of Bartlett with liability insurance providing a minimum coverage of \$150,000 per person, and \$500,000 for any one occurrence of bodily injury and for property damage to the extent of \$150,000 per accident. Such insurance policy shall specify (one of the following) in its coverage:

**Building Movers Contractor:** Such insurance policy shall specify moving of buildings as the purpose and coverage.

**Demolition Contractor:** Such insurance policy shall specify demolition as the purpose and coverage.

**Electrical Contractor:** Such insurance policy shall specify installing, erecting, altering, or repairing electric wiring, conductors, materials, machinery, apparatus, or systems used for the transmission of electrical current for electrical light, heat, power, control, or signaling purposes in its coverage.

**BUILDING CODE****105.8.2.2 Insolvency or Bankruptcy**

Such policy shall provide that the insolvency or bankruptcy of the assured shall not relieve the company from payment of damages for injuries or death sustained or loss occasioned within the provisions of the policy.

**105.8.2.3 Cancellation**

Such policy shall further provide that it may not be cancelled unless the Code Official is given at least 30 days written notice, sent by registered mail, prior to the cancellation date.

**105.8.2.4 Exception**

A property owner of record shall not be required to file with the Code Official proof of liability insurance when demolishing his own residential building, provided such building is not more than two stories in height and contains not more than two living units.

**105.8.3**

It shall be the duty of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, gas, mechanical or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning registration and/or licensing which the applicable governing authority may have adopted.

**105.8.4 Vehicle used by Gas, Mechanical, and Plumbing Contractors to have signs-  
Identifying Ownership**

**105.8.4.1** All trucks and similar vehicles used by gas, mechanical, and plumbing contractors or their employees shall be conspicuously displayed on the body of both sides of said vehicles, in any color or contrast to the color of the vehicle's body, the following identification: the full name of the firm to which it belongs, in lettering at least 2 inches high on the top line, and the wording MSC in lettering at least 1 ½ inches high on the second line.

**105.8.4.2** In the event a contractor obtains a vehicle for temporary use, he will be permitted to identify said vehicle by placing on it, in a clearly visible position on both sides, a temporary sign or decal letters which may be easily removed. Said temporary sign or letters shall conform to the same requirements as the permanent lettering described hereinabove.

**105.8.5** Contractors shall comply with the State of Tennessee Contractors License Law & Rules and Regulations: TCA, Title 62 Chapter 6.



**BUILDING CODE****ADD to end of Section 107.3.4.1 the following:**

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

1. All Group A, E, and I Occupancies.
2. Buildings and Structures three stories or more high.
3. Buildings and Structures 5,000 square feet (465 m<sup>2</sup>) or more in area.

**EXCEPTION:** One and Two family buildings, regardless of size, shall require neither a registered architect or engineer, nor a certification that an architect or engineer is not required unless required by the Code Official for specific cause.

**ADD Section 109.7 as follows:****109.7 Permit Requirements**

All contractors that do work in the City limits of Bartlett are required to have a State of Tennessee Contractors license for work valued at \$25,000 dollars or greater. Value of the Building Permit is to include the value of all aspects of the project (i.e. plumbing, electrical, mechanical, gas, and design).

**ADD Section 110.3.11 thru 110.3.14 as follows:****110.3.11 Electrical**

1. **Underground Inspection:** To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. **Rough-in Inspection:** To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. **Temporary Electrical Final Inspection:** To be made after one (1) or more circuits are completed and no unfinished circuits are connected.
4. **Final Inspection:** To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

**110.3.12 Plumbing**

1. **Underground Rough-In Inspection:** To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. **Top Out Inspection:** To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. **Final Inspection:** To be made after the building is complete, all plumbing fixtures are in place and properly connected and the structure is ready for occupancy.

## BUILDING CODE

**110.3.13 Mechanical**

1. **Underground Inspection:** To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. **Rough-In Inspection:** To be made after the roof, framing, fire blocking and bracing are in place and all ducting and other concealed components are complete, and prior to the installation of insulation of wall or ceiling membranes.
3. **Final Inspection:** To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

**110.3.14 Gas**

1. **Rough-In Inspection:** To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
2. **Temporary Gas Final:** To be made after all piping authorized by the permit has been installed and concealed by sheetrock, or other materials, and after one (1) or more fixtures or gas appliances have been connected.
3. **Final Inspection:** to be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to insure compliance with all the requirements of the Technical Codes and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

**ADD Section 110.7 and 110.8 as follows:****110.7 Re-inspection Fee for Excessive or Repeat Inspection Calls**

When an inspector rejects an inspection of part or all of a building, electrical, gas, mechanical, and/or plumbing system or equipment due to the work being in violation or incomplete, or no plainly visible street address is posted on the job site, an additional fee shall be as set forth in the Fee Ordinance and charged for re-inspection of the same infraction and each re-inspection thereafter until the infraction is corrected.

**110.8 See Fee Schedule for Re-Inspection Fees.****ADD Section 111.5 thru 111.5.4 as follows:****111.5 Street Numbers for Buildings and Lots****111.5.1 Required**

Every main entrance to every building, suite (each tenant space), and every lot fronting upon any street within Bartlett shall bear and be known by an official street number assigned by Memphis Light, Gas and Water Division.

**111.5.2 No Fractional Numbers Allowed**

There shall be no fractional street numbers.

**BUILDING CODE****111.5.3 Attaching, Stenciling, or Painting Numbers on Buildings**

Every person owning or occupying any house or building fronting on any street in Bartlett shall, prior to occupancy, have the proper number attached to, stenciled, or painted on, the front part of such house or building, over, on, or by a main entrance in such manner that the number shall be plainly visible from the street. Such street numbers shall conform with this Section. If, because of the setback of the house or building, or for any other reason, the number cannot readily be seen from the street, then the occupancy shall, in addition to the provision above, position the numbering so that it is clearly visible from the street.

**111.5.4 Display of Incorrect Number**

It shall be unlawful for any person to display any false or incorrect house or lot number knowingly and willfully or with the intention to deceive another person.

**DELETE Section 113.1 and replace with the following:****113.1 Board of Mayor and Aldermen**

The Code Appeals Board is the Board of Appeals for the City of Bartlett.

**ADD the following to Section 202:**

**International Electrical Code**-Whenever the word “International Electrical Code” is used in this code herein adopted, it shall mean the 2014 National Electrical Code (NEC) with Local Amendments and will be known as the Electrical Code of the City of Bartlett, Tennessee Technical Codes.

**International Building Code**-Whenever the word “International Building Code” is used in this code herein adopted, it shall mean the 2015 International Building Code with Local Amendments and will be known as the Building Code of the City of Bartlett, Tennessee Technical Codes.

**International Fuel Gas Code**-Whenever the word “International Fuel Gas Code is used in this code herein adopted, it shall mean the 2015 International Fuel Gas Code with Local Amendments and will be known as the Fuel Gas Code of the City of Bartlett, Tennessee Technical Codes.

**International Mechanical Code**-Whenever the word “International Mechanical Code” is used in this code herein adopted, it shall mean the 2015 International Mechanical Code with Local Amendments and will be known as the Mechanical Code of the City of Bartlett, Tennessee Technical Codes.

**International Plumbing Code**-Whenever the word “International Plumbing Code” is used in this code herein adopted, it shall mean the 2015 International Plumbing Code with Local Amendments and will be known as the Plumbing Code of the City of Bartlett, Tennessee Technical Codes.

**BUILDING CODE**

**International Existing Building Code**-Whenever the word “International Existing Building Code” is used in this code herein adopted, it shall mean the 2015 International Existing Building Code with Local Amendments and will be known as the Existing Building Code of the City of Bartlett, Tennessee Technical Codes.

**International Code Council A117.1-2017 Accessibility Code**-Whenever the word “International Code Council A117.1-2017 Accessibility Code” is used in this code herein adopted, it shall mean the 2017 International Code Council A117.1-2017 Code with Local Amendments and will be known as the Accessibility Code of the City of Bartlett, Tennessee Technical Codes.

**ADD Section 708.4.1 as follows:**

**708.4.1** Concealed spaces in the mall roof/ceiling assembly and floor/ceiling assembly shall be separated from the adjoining tenant spaces and concealed spaces above storefront entries and the mall.

**ADD Section 708.5.1 as follows:**

**708.5.1 Private Balconies**

On private exterior balconies with less than 50% open perimeter and constructed of combustible construction, tenant separation requirements at the balcony floor shall be maintained.

**CHANGE 903.2 Exception to 903.2 Exception 1.**

**ADD to Section 903.2 Exception 2 as follows:**

**903.2 Exception 2:** All structures exceeding 10,000 square feet are required to have an automatic fire sprinkler system installed. See Bartlett Ordinance Title 12, Chapter 8.

**DELETE SECTION 1809.4 ENTIRELY and REPLACE with the following:**

**1809.4 Depth of Footings**-The minimum depth of footings below the undisturbed ground surface shall be 13 inches (331 mm).

**DELETE SECTION 1807.2 and REPLACE with the following:**

**1807.2 Retaining Walls**

Retaining walls 36 inches or taller shall be designed to ensure stability against overturning, sliding, excessive foundation and water uplift. Retaining walls shall be designed for a safety factor of 1.5 against lateral sliding and overturning. Retaining walls are required to be designed by an Engineer and supporting documentation submitted to Code Enforcement prior to the installation of any retaining wall. Retaining walls 36 inches or taller shall not be constructed out of wood. The height of the wall shall be measured from the top of the footing to the top of the highest portion (top) of the wall.

**ADD Section 3009 as follows:****3009 Special Provisions for Amusement Services****3009.1 Visual Inspections and NAARSO Amusement Inspection Required**

The City of Bartlett Code Enforcement inspection of amusement rides shall consist of a visual inspection of fencing, entrances, exits and blocking. Owner/Operator shall also be required to provide a report of a NAARSO inspection to the City of Bartlett Code Enforcement prior to the commercial operation of the amusement ride at that location.

**3009.1.1 Technical Information**

Providing all Technical Information and conducting all testing required by manufacturer is the responsibility of the amusement device owner. This information shall be presented to the City of Bartlett Code Enforcement before the operation of the amusement device. A daily maintenance and safety check shall be available upon request by the City of Bartlett Code Enforcement.

**3009.2 Amusement Device Operator**

Amusement devices shall be in the charge of competent persons of sound mind who shall have attained the age of 18 years.

**3009.3 Inspection of Amusement Devices**

Amusement devices shall be inspected by NAARSO Certified Inspector before the season or engagement period opens and/or at least once a year. A copy of such report shall be supplied to the Building Official.

**DELETE SECTION 3107.1 in its entirety and REPLACE with the following:**

**3107.1** Signs shall be designed, constructed and maintained in accordance with the City of Bartlett sign code ordinances and this code.

**ADD Section 3109.2 as follows:****3109.2 Grading and Drainage**

Slopes of filled dirt shall not encroach upon side property lines and shall not change the design flow of surface water. A final drainage plan shall be submitted at the time of permit application submittal.

**ADD Sections 3303.7 thru 3303.19 as follows:****3303.7 Demolition of Buildings****3303.7.1 Demolition Permits**

The standards set forth in this section shall apply to the demolition of buildings or structures for which a permit is required.

**BUILDING CODE****3303.8 Definition**

Demolition-the act of razing, dismantling, or removal of a building or structure, or portion thereof to the ground level.

**3303.9 Time Limit**

Notwithstanding the provision of 105.3, the Code Official may impose a time limit as an additional condition of a permit for completion of demolition work once such work shall have commenced, provided that for cause one or more extensions of time, for periods not exceeding thirty (30) days each, may be allowed in writing by the Code Official.

**3303.10 Standards****3303.10.1 Limit Unsafe Working Conditions**

Demolition work having commenced shall be pursued diligently and without unreasonable interruption with due regard to safety. It is the intent of this section to limit the existence of an unsafe condition or nuisance on the premises during the period of demolitions operations.

**3303.10.2 Fill Lot to Grade**

Any surface holes or irregularities, wells, septic tanks, basements, cellars, swimming pools, sidewalk vaults, or coal chutes remaining after demolition of any building or structure shall be filled with material as approved by the Code Official, and shall be graded in such manner that will provide effective surface drainage.

**3303.10.3 Remove Debris**

All debris and accumulation of material resulting from demolition of any building or structure shall be removed from the premises.

**3303.10.4 Seal Sewer Pipes**

All building sanitary sewers shall be effectively plugged with concrete 18 inches below grade or as may be required by the Code Official.

**3303.10.5 Dust Control**

Except where there is adequate space, or approval has been granted by the Code Official, the demolition of a multi-story building by other than explosive means shall proceed with the complete removal of one story at a time. In the demolition of any building other than by explosive means, story after story shall be removed and shall be properly wet to alleviate any dust.

**3303.10.6 Proper Demolition Procedures**

No wall, chimney, or other construction shall be allowed to fall in mass on an upper floor. Bulky material, such as beams and columns, shall be lowered and not allowed to fall. When any building over one story in height is demolished, precautions for protecting the public shall be taken as prescribed in Chapter 33.

**BUILDING CODE****3303.11 Inspections**

In lieu of the inspections required by 105.6, the Code Official or his/her designee shall make the following inspections upon notification from the permit holder or his agent:

1. **Initial Inspection:** To be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or remain after demolition operations.
2. **Final Inspections:** To be made after all demolition work is completed.

**3303.12 Permits****3303.12.1 Required**

No person, firm or corporation shall wreck, demolish, or raze any building or structure within the City of Bartlett without first obtaining a permit from the City of Bartlett Code Enforcement office. Such permit shall be issued only to a person, firm or corporation licensed as a demolition contractor in accordance with the provisions of the Technical Codes and they shall obtain a Bartlett Business License.

**EXCEPTION:** A permit may be issued to the property owner of record for demolition of his own residential building if such building is not more than two stories in height and contains not more than 5,000 square feet per floor. The property owner shall be required to make affidavit in his application for a permit and that he shall personally supervise all demolition and cleanup of the site for which the permit was issued.

**3303.12.2 Application For a Permit**

Application for a demolition permit shall be made by the owner of the building or structure, or authorized agent of the owner, or by a licensed demolition contractor employed by the owner. The full names and addresses of the owner, applicant, and responsible officers, if the owner is a corporate body, shall be stated, and the application shall be signed by the owner and the demolition contractor.

**3303.12.3 Approval of Permit**

The Code Official shall cause to be examined all applications for permit within a reasonable time after filing. If the proposed work conforms to the requirements of the Section, regarding proof of liability insurance and posting of necessary deposit, the Code Official shall issue a permit therefore as soon as practical. Each permit to raze a building shall name the owner of the property to be razed and the person performing the razing for or on behalf of such owner, and such permit shall be valid only as long as the razing work authorized by it is actually performed by or under the supervision of the person named thereon as being the person to perform such work. It shall be a misdemeanor for any person to perform work in connection with the razing of a building under the purported authority of a permit, which does not name him as the person to perform such work.

**3303.12.4 Time Limitations**

Each permit shall set forth a definite number of days in which demolition work shall be completed and the premises cleaned as required hereinafter. An extension of time may be granted by the Code Official for good cause.

**BUILDING CODE****3303.12.5 Service Connections**

Before a structure can be demolished or removed, the owner or agent shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. A permit to demolish or remove a structure shall not be issued until a release is obtained from the utilities stating that their respective service connections and appurtenant equipment have been removed and plugged in a safe manner. Sewer lines shall be capped in an approved manner, approximately 18 inches below grade, by the demolition contractor. A capped sewer line shall not be covered until it has been inspected. If covered, the contractor shall expose the cap for inspections.

**3313.1 Prohibitions**

No structure or portion thereof being demolished or declared to be dangerous or unsafe shall be thrown, pulled or blasted, unless special approval is given by the Code Official.

**3313.2 Control of Dust**

All material and rubbish apt to produce dust must be kept wet or covered to prevent its being blown by the wind.

**3313.3 Approval of Debris Disposal**

All demolition debris must be disposed of in a place approved by the governing authority.

**3314 Treatment of Party Walls****3314.1 Masonry Walls**

When any building or other structures is demolished so as to expose any party wall which forms a part of the building or other structure upon which any of the aforesaid operations are being performed, the permit holder shall repair and restore any flashing of adjoining property which is broken or damaged during such operations, and shall fill from the exposed side of such party wall any and all holes. He shall also install such new flashing as may be required to protect any vertical joints exposed by his demolition operations.

**3314.2 Non-Masonry Walls**

Where party walls are of other than masonry construction, such walls shall be restored and weather proofed in accordance with the requirements of the building code for exterior walls of the particular type of construction involved. All such party walls shall be faced with material commonly used, or exterior finish identical to, or as closely resembling as practicable, the facing material of the other exterior walls of the building left standing, and shall be painted or otherwise finished in a manner similar to other parts of the building.

**3315 Protection of Open Pits and Holes**

Demolition shall be properly protected with barricades and warning lights, as directed by the Code Official, until such time as they can be properly filled to grade. All excess materials, rubbish, and debris shall be removed from the premises.



**BUILDING CODE****3316 Treatment of Lot After Building Demolished or Removed****3316.1 Leveling**

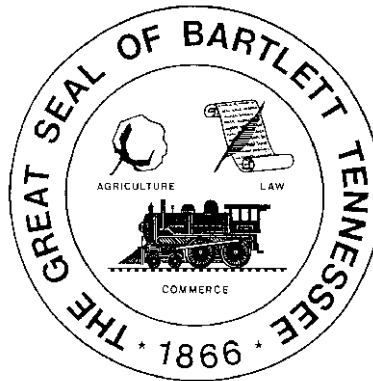
When a structure of building is demolished or removed, all walls, except party walls, including foundations and basement walls located on the lot involved in razing operation, shall be reduced to a level of the final grade. Excavations, holes, and depressions shall be filled and leveled to provide a final grade, which will affect good drainage. The finished surface of the lot shall be free of holes and depressions, which could accumulate water or be hazardous to pedestrians. All grade slabs shall be removed from the site.

**3316.2 Fill**

No materials other than clean earth shall be used in filling depressions and grading the site. All excess earth, brick, lumber, and other building materials and debris shall be removed from the site, and the premises shall be left in a safe, clean, and sanitary condition.

**3317 Failure to Clean Premises**

Failure of a person, firm, or corporation to comply with the provisions dealing with the cleaning of premises shall be sufficient cause to withhold a demolition contractor's privilege of obtaining demolition permit until there has been compliance with the cleaning provisions, and may be considered a misdemeanor offense and subject to fines and related costs. Repeated failure to properly clean premises shall be cause for suspension or revocation of a contractor's license



**CODE AMENDMENTS  
TO THE  
  
2015  
INTERNATIONAL  
ENERGY CONSERVATION  
CODE**

Attachment: 2015 IECC Code Amendments (2395 : Ord 18-06, international code adoption)

## ENERGY CONSERVATION CODE AMENDMENTS

**AMEND Section C101.1 Entitled “Title” as follows:****C101.1 Title**

This code shall be known as the 2015 Bartlett Energy Conservation Code and shall be cited as such. It is referred to herein as “this code.”

**AMEND Section C104.2.6 by Removing Requirements on Commissioning of a Building in the Final Inspection so when amended the Section shall read as follows:****C104.2.6 Final Inspection**

The building shall have a final inspection and shall not be occupied until approved. The final inspection shall include verification of the installation and proper operation of all required building controls.

**AMEND Section C108.4 Entitled “Failure to Comply” so when amended it shall read as follows:****C108.4 Failure to Comply**

Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one dollar or more than fifty dollars.

**AMEND Section C301 Entitled “General” so when amended it shall read as follows:****C301 General**

Climate zones in Figure C301.1 or Table C301.1 shall be used in determining the applicable requirements from Chapters 4 and 5.

**DELETE Sections C301.3 Entitled “International Climate Zones” and C301.4 Entitled “Tropical Climate Zones” without replacement.****AMEND Table C403.3.2 Entitled “Equipment Efficiency Performance Exceptions for Economizers” by Adding Climate Zone 3A in the same location as 3B for clarity of requirements in the Climate Zone covering the City of Bartlett. When modified the Table shall read as follows:**

## ENERGY CONSERVATION CODE AMENDMENTS

**Table C403.3.2**  
**EQUIPMENT EFFICIENCY PERFORMANCE EXCEPTIONS FOR ECONOMIZERS**

| <b>Climate Zones</b> | <b>Cooling Equipment Performance Improvements (EER or IPLV)</b> |
|----------------------|-----------------------------------------------------------------|
| 2B                   | 10% Efficiency Improvement                                      |
| 3A & 3B              | 15% Efficiency Improvement                                      |
| 4B                   | 20% Efficiency Improvement                                      |

**DELETE Section C403.2.11 Entitled “Mechanical System Commissioning and Completion Requirements” in its entirety without replacement, but Reserve the Section for numbering consistency so when amended it shall read as follows:**

**C403.2.11 – Reserved**

**DELETE Section C404.11 Entitled “Service Water Heating System Commissioning and Completion Requirements” without replacement.**

**AMEND Section C403.3 Entitled “Economizers” by adding a New Exception #10 which shall read as follows:**

**10.** Buildings, which due to their size or intended use, and based on an analysis provided by the engineer and satisfactory to the Building Official, will not realize an economic payback on the use of this equipment within a 10 year equipment life assumption.

**DELETE Section C404.11 Entitled “Service Water Heating System Commissioning and Completion Requirements” without replacement.**

**AMEND Section C405.2.3 Entitled “Daylight Response Controls” by adding a New Exception #5 which shall read as follows:**

**5.** Any area or room which classifies as a single daylight control zone which does not have fenestration, either by window or skylight, that exceeds 250 square feet.

**DELETE Section C408 Entitled “System Commissioning” and All Its Subsections, without replacement.**

## ENERGY CONSERVATION CODE AMENDMENTS

**AMEND Section C503.2 Entitled “Change in Space Conditioning” by Deleting the Existing Provisions and Replacing it as follows:****C503.2 Change in Space Conditioning**

Any nonconditioned space that represents 5% of a commercial building, in which it is located, which is altered to become conditioned space shall be required to be brought into full compliance with this code. The Building Official may look back for two years prior to the application to capture other projects during that time that increased the floor area of conditioned space and total those previously conditioned areas with the proposed project’s area to determine if the applicable area threshold is exceeded.

**AMEND Section C505.1 Entitled “Change of Occupancy or Use” so when amended it shall read as follows:****C505.1 General**

Spaces undergoing a change in occupancy, which would result in an increase in demand for either fossil fuel or electrical energy, shall comply with this code. Where the use in a space changes from one use in Table C405.4.2(1) or C405.4.2(2) to another use in the same table, the installed lighting wattage shall comply with Section C405.4.

**Exceptions:**

1. Compliance with the requirements of Section C402 (Building Envelope Requirements) is not required unless the change in occupancy or use will increase fuel or energy use by more than twenty five percent (25%) and the renovations include changes to at least twenty five percent (25%) of the building envelope. In such a case, all envelope renovations must incorporate Section C402 requirements to the extent it is not structurally impractical to do so.
2. If change in occupancy or use which will increase fuel or energy use requires renovations that are more than 25% of the area of the space then that renovated portion of the building must meet all requirements in Sections C403 (Building Mechanical Systems), C404 (Service Water Heating), and C405 (Electrical Power and Lighting Systems) except compliance with Sections C403 and C404 is waived where HVAC and water heating systems do not serve at least twice the area renovated.

**AMEND Section R101.1 Entitled “Title” so when Amended it shall read as follows:****R101.1 Title**

This code shall be known as the 2015 City of Bartlett Energy Conservation Code and shall be cited as such. It is referred to herein as “this code.”

**DELETE Section R107 Entitled “Fees” and all Subsections under it and Reserve the Section Number so that when amended it shall read:**

**Section R107 - Reserved**

## ENERGY CONSERVATION CODE AMENDMENTS

**DELETE Section R401.3 Entitled “Certification” without replacement.**

**REPLACE Table R402.1.2 Entitled “Insulation and Fenestration Requirements by Component” with the Table provided below:**

**Table R402.1.2  
Insulation and Fenestration Requirements by Component <sup>a</sup>**

| Climate Zone | Fenestration <i>U</i> -Factor <sup>b</sup> | Skylight <i>U</i> -Factor <sup>b</sup> | Glazed Fenestration SHGC <sup>b</sup> | Ceiling <i>R</i> -Factor | Wood Frame Wall <i>R</i> -Value | Mass Wall <i>R</i> -Value <sup>g</sup> | Floor <i>R</i> -Value | Basement Wall <i>R</i> -Value | Slab <i>R</i> -Value & Depth <sup>f</sup> | Crawl Space Wall <i>R</i> -Value <sup>c</sup> |
|--------------|--------------------------------------------|----------------------------------------|---------------------------------------|--------------------------|---------------------------------|----------------------------------------|-----------------------|-------------------------------|-------------------------------------------|-----------------------------------------------|
| 3            | 0.50 <sup>g</sup>                          | 0.65                                   | 0.3                                   | 30                       | 13                              | 5/8                                    | 19                    | 5/13 <sup>e</sup>             | 0                                         | 5/13                                          |

**Footnotes:**

a – *R*-Values are minimums. *U*-factors and SHGC are maximums. R-19 batts compressed into normal 2X6 framing such that the *R*-Value is reduced by R-1 or more shall be marked with the compressed batt *R*-Value in addition to full thickness *R*-value.

b – The fenestration *U*-factor column excludes skylights. The SHGC column applied to all glazed fenestration.

c – “5/13” means 5-R continuous insulated sheathing on the interior or exterior of the home or R-13 insulation at the interior of the crawl space wall.

d – R-5 shall be added to the required slab edge *R*-Values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zone 3 for heated slabs.

e – Basement wall insulation shall not be required in warm-humid locations as defined by Figure R301 and Table 301.1.

f – The second *R*-value applies when more than half the insulation is on the interior of the mass wall.

g – For impact rated fenestration complying with Section R301.2.1.2 of the International Residential Code or Section 1609.1.2 of the International Building Code the maximum *U*-factor shall be 0.65.

**AMEND Section R402.2.4 Entitled “Access Hatched and Doors” by Deleting All Language in the Section after the word “Weatherstripped” so that, when amended, it shall read as follows:**

**R402.2.4 Access Hatches and Doors**

Access hatches from conditioned spaces to unconditioned spaces such as attics and crawl spaces shall be weatherstripped.

**AMEND Section R402.3.3 Entitled “Glazed Fenestration SHGC” by Inserting “45 Square Feet (4.2 M²)” in place of “15 Square Feet (1.4m²)” so when it is Amended the Section shall read as follows:**

**R402.3.3 Glazed Fenestration Exemption**

Up to 45 square feet (4.2M²) of glazed fenestration per dwelling unit shall be permitted to be exempt from the *U*-factor and SHGC requirements in Section R402.1.2. This exemption shall not apply to the *U*-factor alternative approach in Section R402.1.4 and the Total UA alternative in Section R402.1.5.

## AMENDMENTS

**DELETE Section R402.4.1.2 Entitled “Testing” in its entirety with no replacement.****AMEND Section R402.4.2 Entitled “Fireplaces” by Deleting the phrase “And Outdoor Combustion Air” without replacement so when amended it shall read as follows:****R402.4.2 Fireplaces**

New wood-burning fireplaces shall have tight fitting flue dampers or doors. Where using tight-fitting doors on factory-built fireplaces listed and labeled in accordance with UL 127, the doors shall be tested and listed for the fireplace. Where using tight-fitting doors on masonry fireplaces, the door shall be listed and labeled in accordance with UL 907.

**DELETE Existing Table R402.4.1.1 Entitled “Air Barriers and Insulation Installation” and Replace it with the following Table below:**

**Table R402.4.1.1  
Air Barriers and Insulation Installation Component Criteria**

| COMPONENT                                               | CRITERIA                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Air Barrier and Thermal Insulation                      | Exterior thermal envelope insulation for framed walls is installed in substantial contact or continuous alignment with the building envelope air barrier.<br>Breaks or joints in air barrier are filled and repaired.<br>Air-permeable insulation is not used as a sealing material.<br>Air-permeable insulation is inside of an air barrier. |
| Ceiling/attic                                           | Air Barrier in dropped ceiling/soffit is substantially aligned with insulation and any gaps are sealed.<br>Attic access (except unvented attic), knee wall door or drop down stair is sealed.                                                                                                                                                 |
| Walls                                                   | Corners and headers are sealed.<br>Junction with foundation and sill plate is sealed.                                                                                                                                                                                                                                                         |
| Windows and Doors                                       | Space between windows/door jams and framing is sealed.                                                                                                                                                                                                                                                                                        |
| Rim Joists                                              | Rim joints are insulated and include air barrier.                                                                                                                                                                                                                                                                                             |
| Floors (including above garage and cantilevered floors) | Insulation installed to maintain permanent contact with underside of subfloor decking.<br>Air Barrier is installed at any exposed edge of insulation.                                                                                                                                                                                         |
| Crawl space walls                                       | Insulation is permanently attached to walls.<br>Exposed earth in unvented crawl space is covered with Class 1 vapor retarder with overlapping joints taped.                                                                                                                                                                                   |
| Shafts, penetrations                                    | Duct shafts, utility penetrations, knee walls and flue shafts opening to exterior or unconditioned space are sealed.                                                                                                                                                                                                                          |

|                                        |                                                                                                                                                                            |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Narrow cavities                        | Batts in narrow cavities are cut to fit, or narrow cavities are filled with sprayed or blown insulation.                                                                   |
| Garage separation                      | Air sealing is provided between the garage and conditioned spaces.                                                                                                         |
| Recessed lighting                      | Recessed light fixtures are air tight, IC rated, and sealed to drywall.<br><b>Exception</b> -Fixtures in conditioned space.                                                |
| Plumbing and wiring                    | Insulation is placed between outside and pipes.<br>Batt insulation is cut to fit around wiring and plumbing, or sprayed/blown insulation extends behind piping and wiring. |
| Shower/tub on exterior wall            | Showers and tubs on exterior wall have insulation and an air barrier separating them from the exterior wall.                                                               |
| Electrical/phone box on exterior walls | Air barrier extends behind box or air sealed-type boxes are installed.                                                                                                     |
| Common Wall                            | Air barrier is installed in common wall between dwelling units.                                                                                                            |
| HVAC Register Boots                    | HVAC register boots that penetrate building envelope are sealed to subfloor or drywall.                                                                                    |
| Fireplace                              | Fireplace walls include an air barrier.                                                                                                                                    |

**DELETE Section R403.3.3 Entitled “Duct Testing” without replacement.**

**DELETE Section R403.3.4 Entitled “Duct Leakage” without replacement.**

**AMEND Section R403.3.5 Entitled “Building Cavities” by ADDING the phrase at the end of the existing language “Except for Return Air on Interior Walls” so when amended it reads as follows:**

**R403.3.5 Building Cavities (Mandatory)**

Building framing cavities shall not be used as ducts or plenums except for return air on interior walls.

**DELETE Section R403.5.1 Entitled “Heated Water Circulation and Temperature Maintenance Systems” without replacement and the Section held In Reserve so when amended it shall read as follows:**

**R403.5.1 – Reserved**



## AMENDMENTS

**AMEND Section R403.5.2 Entitled “Demand Recirculating Systems” by Removing the words “Pumps shall have controls that comply with the following:” and the Two Compliance Methods Thereunder, so when Amended it shall read as follows:**

**R403.5.2 Demand Recirculating Systems**

A water distribution system having one or more recirculation pumps that pump water from a heated water supply pipe back to the heated water source through a cold water supply pipe shall be a demand recirculation system.

**AMEND Section R403.6 Entitled “Mechanical Ventilation” by Deleting the last sentence in so that when Amended it shall read as follows:**

**R403.6 Mechanical Ventilation (Mandatory)**

The building shall be provided with ventilation that meets the requirements of the *International Residential Code* or *International Mechanical Code*, as applicable or with other approved means of ventilation.

**DELETE Sections R403.10 Entitled “Pools and Permanent Spa Energy Consumption” and ALL of its Subsections (R403.10.1, R403.10.2, R403.10.3), R403.11 Entitled “Portable Spas” and R403.12 Entitled “Residential Pools and Permanent Residential Spas” without replacement.**

**AMEND Section R404.1 Entitled “Lighting Equipment” by replacing “75 percent” with “25 percent” in the two places it appears in this section so that when amended it shall read as follows:**

**R404.1 Lighting Equipment (Mandatory)**

Not less than 25 percent of the lamps in permanently installed light fixtures shall be high-efficiency lamps or not less than 25 percent of the permanently installed lighting fixtures shall contain only high-efficiency lamps.

**Exception:** Low voltage lighting

**DELETE Section R404.1.1 Entitled “Lighting Equipment” without replacement.**

**DELETE Section R405.4.2.1 Entitled “Compliance Report for Permit Application” and Section R405.4.2.2 Entitled “Compliance Report for Certification of Occupancy” in their entirety without replacement, but showing the Section Numbers as “Reserved” to preserve numbering consistency of the remaining sections, so when amended they shall read as follows:**

**R405.4.2.1 – Reserved**

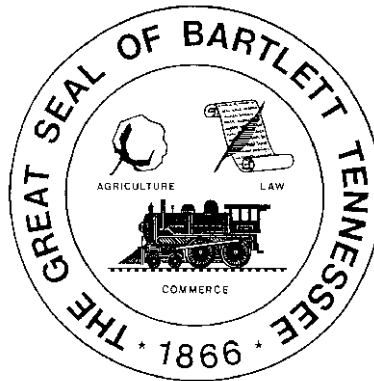
**R405.4.2.2 – Reserved**

**ENERGY CONSERVATION CODE AMENDMENTS**

**DELETE Existing Section R503.2 Entitled “Change in Space Conditioning” and Replace it with the following:**

**R503.2 Change in Space Conditioning**

Any nonconditioned space which is altered to become conditioned space shall be required to be brought into full compliance with the envelope insulation requirements of Section 402.1.2 of this code.



**CODE AMENDMENTS  
TO THE  
  
2015  
INTERNATIONAL  
EXISTING BUILDING  
CODE**

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

### **AMEND Section 101.1 as follows:**

#### **101.1 Title**

These regulations shall be known as the 2015 International Codes for the City of Bartlett hereinafter referred to as this code.

### **ADD Section 101.7.1 as follows:**

#### **101.7.1 Appendices adopted**

**Appendix A** – Guidelines for the Seismic Retrofit of Existing Buildings.

**Appendix B** – Supplemental Accessibility Requirements for Existing Buildings and Facilities of the 2015 Edition of the *ICC International Existing Building Code* are adopted.

### **ADD A New Section 101.8 as follows:**

#### **101.8 Maintenance**

Buildings and parts thereof shall be maintained in a safe and sanitary condition. The provisions of this code and the Building Code shall apply to the maintenance of existing buildings and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators, and occupants; and occupancy of existing buildings. The owner or owner's designated agent shall be responsible for the maintenance of the building. To determine compliance with this subsection, the Building Official shall have the authority to require a building to be reinspected. Except where specifically permitted by this code, the code shall not provide the basis for removal or abrogation of the fire protection and safety systems and devices in the existing buildings.

### **AMEND Section 105.2 as follows:**

#### **105.2 Work Exempt from Permits**

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
2. Temporary motion picture, television, and theater stage sets and scenery.
3. Reserved.

**Delete permit exemptions for Mechanical, Plumbing and Gas.**

### **ADD Section 105.4.1 as follows:**

#### **105.4.1 Permitting and Inspection**

The inspection and permitting of any building system or plans by any jurisdiction, under the requirements of the Technical Codes shall not be construed in any court as a warranty of the physical condition of such building, system or plans or their adequacy. Neither the City of Bartlett nor any employee thereof shall be liable for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plans, or for any failure of any component of such, which may occur subsequent to such inspection or permitting.

**INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS****ADD Section 106.2.6 as follows:****106.2.6 Structural and Fire Resistance Integrity**

Construction documents for all buildings shall indicate how required structural and fire resistant integrity will be maintained. Where a penetration of a require fire restraint wall, floor or partition will be made for electrical, gas, mechanical, plumbing or communication conduits, pipes, and systems the plans shall indicate in sufficient detail how the fire integrity will be maintained.

**AMEND Section 106.5 as follows:****106.5 Retention of Construction Documents**

One set of reviewed construction documents shall be retained by the Building Official for a period of not less than 180 days after the final inspection of the work allowed by the permit issued.

**AMEND Section 107.1 as follows:****107.1 General**

The Building Official is authorized to issue permits for temporary structures and temporary uses such as construction sheds, seats, canopies, tents, and fences used for construction work or for temporary purposes. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cases.

**AMEND Section 107.3 as follows:****107.3 Temporary Power**

The Building Official is authorized to give permission to temporarily supply and use power in part of an electrical installation before such installation is fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in the 2014 National Electric Code.

**AMEND Section 109.3.7 as follows:****109.3.7 Other Inspections**

In addition to the inspections specified above, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the City of Bartlett Code Enforcement.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

### **AMEND Section 110.2 as follows:**

#### **110.2 Certificate Issued**

After the Building Official inspects the building and finds no violations of the provisions of this code or other laws that are enforced by the City of Bartlett, the Building Official shall issue a certificate of occupancy that shall contain the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. Any special stipulations and conditions of the building permit.

### **ADD the following to the end of Section 114.2:**

Where an emergency exists, the Building Official shall not be required to give written notice prior to stopping work.

### **ADD to Section 202 as follows:**

**International Building Code** – Whenever the word “International Building Code is used in this code as adopted, it shall mean the 2015 Edition of the *ICC International Building Code* with local amendments thereto and will be known as the 2015 Bartlett Building Code.

**International Electric Code** – Whenever the word “International Electrical Code” is used in this code as adopted, it shall mean all the 2014 Edition of the *National Electrical Code (NEC)* with local amendments thereto, and will be known as the 2014 Bartlett Electrical Code.

**International Existing Building Code** – Whenever the word “International Existing Building Code (IEBC)” is used in this code as adopted, it shall mean all the 2015 Edition of the *ICC International Existing Building Code* with local amendments and will be known as the 2015 Bartlett Building Code.

**International Fire Code** – Whenever the word “International Fire Code (IFC)” is used in this code adopted, it shall mean all the 2015 Edition of the *ICC International Fire Code* with local amendments as adopted by the City of Bartlett and will be known as the 2015 Bartlett Fire Code.

**International Fuel Gas Code** – Whenever the word “International Fuel Gas Code (IFGC)” is used in this code as adopted, it shall mean all of the 2015 Edition of the *ICC International Fuel Gas Code* with local amendments and will be known as the 2015 Bartlett Fuel Gas Code.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

**International Mechanical Code** – Whenever the word “International Mechanical Code (IMC)” is used in this code as adopted, it shall mean all the 2015 Edition of the *ICC International Mechanical Code* with local amendments and will be known as the 2015 Bartlett Mechanical Code.

**International Plumbing Code** – Whenever the word “International Plumbing Code (IPC)” is used in this code as adopted, it shall mean all the 2015 Edition of the *ICC International Plumbing Code* with local amendments and will be known as the 2015 Bartlett Plumbing Code.

### **AMEND Section 807.3 as follows:**

#### **807.3 Seismic Load**

Existing buildings with a change of occupancy shall comply with the seismic provisions of Section 807.5 and 807.6 or Section 102.4.2 of this code as determined by the Code Official.

### **AMEND Section 1401.2 as follows:**

#### **1401.2 Applicability**

Existing structures in which there is work involving additions, alterations or changes of occupancy shall be made to conform to the requirements of this chapter, or the provisions of Chapters 4 through 10. The provisions of Section 1201.1.2 through 1201.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be in Group A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

### **AMEND Section 1401.6.3.2 as follows:**

#### **1401.6.3.2 Floor/Ceiling Construction**

A floor/ceiling assembly used to create compartments shall conform to Section 712 of the International Building Code and shall have a fire-resistance rating of not less than 2 hours.

### **AMEND Section 1401.6.4.1 Category b, Category d, and Category e as follows:**

#### **1401.6.4.1 Categories**

The categories for tenant and dwelling unit separations are:

1. Category a – No fire partitions; incomplete fire partitions; no doors; doors not self-closing or automatic-closing.
2. Category b – Fire partitions or floor assemblies with less than 1-hour fire-resistance ratings or not constructed in accordance with Section 708 or 712 of the International Building Code, respectively.
3. Category c – Fire partitions with 1-hour or greater fire-resistance ratings constructed in accordance with Section 708 of the International Building Code and floor assemblies with 1-hour but less than 2-hour fire-resistance ratings constructed in accordance with Section 711 of the International Building Code or with only one tenant within the floor area.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

4. Category d – Fire barriers with 1-hour but less than 2-hour fire-resistance ratings constructed in accordance with Section 707 of the International Building Code and floor assemblies with 2-hour or greater fire-resistance ratings constructed in accordance with Section 712 of the International Building Code.
5. Category e – Fire barriers and floor assemblies with 2-hour or greater fire-resistance ratings and constructed in accordance with Sections 707 and 712 of the International Building Code, respectively.

### **AMEND Section 1401.6.5.1 Category b, Category c, and Category d as follows:**

#### **1401.6.5.1 Categories**

The categories for corridor walls are:

1. Category a – No fire partitions; incomplete fire partitions; no doors; or doors not self-closing.
2. Category b – Less than 1-hour fire-resistance rating or not constructed in accordance with Section 708.5 of the International Building Code.
3. Category c – 1-hour to less than 2-hour fire-resistance rating, with doors conforming to Section 715 of the International Building Code or without corridors as permitted by Section 1018 of the International Building Code.
4. Category d – 2-hour or greater fire-resistance rating, with doors conforming to Section 715 of the International Building Code.

### **AMEND Section 1401.6.6 as follows:**

#### **[B] 1401.6.6 Vertical Openings**

Evaluate the fire resistance ratings of exit enclosure, hoistways, escalator openings and other shaft enclosures within the building, and openings between two or more floors. Table 1401.6.6(1) contains the appropriate protection values. Multiply that value by the construction type factor found in Table 1401.6.6(2). Enter the vertical opening value and its sign (positive or negative) in Table 1401.7 under Safety Parameter 1401.6.6, Vertical Openings, for fire safety, means of egress, and general safety. If the structure is a one-story building or if all the unenclosed vertical openings within the building conform to the requirements of Section 708 of the International Building Code, enter a value of 2. The maximum positive value for this requirement shall be 2.

### **AMEND Section 1401.6.10.1 Categories by amending Item 6 so when amended the section shall read as follows:**

#### **1401.6.10.1 Categories**

The categories for smoke control are:

1. Category a – None.
2. Category b – The building is equipped throughout with an automatic sprinkler system. Openings are provided in exterior walls at the rate of 20 square feet (1.86m<sup>2</sup>) per 50 linear feet (15,240 mm) of exterior wall in each story and distributed around the building perimeter at intervals not exceeding 50 feet (15,240 mm). Such openings shall be readily openable from the inside without a key or separate tool and shall be provided with ready access thereto. In lieu of operable openings, clearly and permanently marked tempered glass panels shall be used.



3. Category c – One enclosed exit stairway, with ready access thereto, from each occupied floor of the building. The stairway has operable exterior windows, and the building has openings in accordance with Category b.
4. Category d – One smokeproof enclosure and the building has openings in accordance with Category b.
5. Category e – The building is equipped throughout with an automatic sprinkler system. Each floor area is provided with a mechanical air-handling system designed to accomplish smoke containment. Return and exhaust air shall be moved directly to the outside without recirculation to other floor areas of the building under fire conditions. The system shall exhaust not less than six air changes per hour from the floor area. Supply air by mechanical means to the floor area is not required. Containment of smoke shall be considered as confining smoke to the floor area involved without migration to other floor areas. Any other tested and approved design than will adequately accomplish smoke containment is permitted.
6. Category f – Each stairway shall be one of the following: a smokeproof enclosure in accordance with Section 1022.9 of the International Building Code; pressurized in accordance with Section 909.20.5 of the International Building Code; or shall have operable exterior windows.

**AMEND Section 1401.6.11 so when amended it shall read as follows:**

**1401.6.11 Means of Egress Capacity and Number**

Evaluate the means of egress capacity and the number of exits available to the building occupants. In applying this section, the means of egress are required to conform to the following sections of the International Building Code: 1003.7, 1004, 1005.1, 1014.2, 1014.3, 1015.2, 1021, 1025.1, 1027.2, 1027.6, 1028.2, 1028.3, 1028.4 and 1029 [except that the minimum width required by this section shall be determined solely by the width for the required capacity in accordance with Table 1401.6.11(1)]. The number of exits credited is the number that is available to each occupant of the area being evaluated. Existing fire escapes shall be accepted as a component in the means of egress when conforming to Section 405. Under the categories and occupancies in Table 1401.6.11(2), determine the appropriate value and enter that value into Table 1401.7 under Safety Parameter 1401.6.11, Means-of-Egress Capacity, for means of egress and general safety.

**ADD Table 1401.6.11(1) as follows:**

**Table 1401.6.11(1)  
Egress Width Per Occupant Served**

| OCCUPANCY                                    | WITHOUT<br>SPRINKLER<br>SYSTEM         | WITHOUT<br>SPRINKLER<br>SYSTEM                         | WITH<br>SPRINKLER<br>SYSTEM <sup>a</sup>               | WITH<br>SPRINKLER<br>SYSTEM <sup>a</sup>               |
|----------------------------------------------|----------------------------------------|--------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
| OCCUPANCY                                    | STAIRWAYS<br>(inches per<br>occupancy) | Other egress<br>components<br>(inches per<br>occupant) | Other egress<br>components<br>(inches per<br>occupant) | Other egress<br>components<br>(inches per<br>occupant) |
| Occupancies other<br>than those listed below | 0.3                                    | 0.2                                                    | 0.2                                                    | 0.15                                                   |
| Hazardous: H-1, H-2,<br>H-3, H-4             | Not<br>permitted                       | Not<br>permitted                                       | 0.3                                                    | 0.2                                                    |
| Institutional: I-2                           | Not<br>permitted                       | Not<br>permitted                                       | 0.3                                                    | 0.2                                                    |

For SI: 1 inch=25.4 mm

a. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.1.1 or 903.3.1.2.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

**RE-LABEL TABLE 1401.6.11 AS 1401.6.11(2)****AMEND Section 1401.6.19 as follows:****1401.6.19 Incidental Uses**

Evaluate the protection of incidental uses in accordance with Section 509.4.1 of the International Building Code. Do not include those where this code requires automatic sprinkler systems throughout the building including covered and open mall buildings, high-rise buildings, public garages and unlimited area buildings. Assign the lowest score from Table 1401.6.19 for the building or floor area being evaluated and enter that value into Table 1401.7 under Safety Parameter 1401.6.19, Incidental Uses, for fire safety, means of egress and general safety. If there are no specific occupancy areas in the building or floor area being evaluated, the value shall be zero.

**ADD Sections 1510 Through 1519 as follows:****1510 Demolition of Buildings****1510.1 Demolition Permits**

The standards set forth in this section shall apply to the demolition of buildings or structures for which a permit is required under Section 105 of the International Codes.

**1510.2 Definition**

Demolition – the act of razing, dismantling, or removal of a building or structure, or portion thereof to the ground level.

**1510.3 Time Limit**

Notwithstanding the provision of Section 104.6, the Building Official may impose a time limit as an additional condition of a permit for completion of demolition work once such work shall have commenced. The Building Official may also provide one or more extensions of time with such extensions granted in no more than 30 day intervals, upon written request by the contractor or owner conducting the demolition when good cause is present. Any extension shall only be granted in writing.

**1511 Standards****1511.1 Limit Unsafe Working Conditions**

Demolition work having commenced shall be pursued diligently and without unreasonable interruption with due regard to safety. It is the intent of this section to limit the existence of an unsafe condition or nuisance on the premises during the period of demolition operations.

**1511.2 Fill Lot to Grade**

Any surface holes or irregularities, wells, septic tanks, non-petroleum underground storage tanks, basements, cellars, sidewalk vaults, or coal chutes remaining after demolition of any building or structure shall be filled with material as approved by the Building Official, and shall be graded in such manner that will provide effective surface drainage.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

### 1511.3 Remove Debris

All debris and accumulation of material resulting from demolition of any building or structure shall be removed from the premises.

### 1511.4 Seal Sewer Pipes

All building sanitary sewers shall be effectively plugged with concrete 18 inches below grade or as may be required by the Building Official.

### 1511.5 Dust Control

Except where there is adequate space, or approval has been granted by the Building Official, the demolition of a multi-story building by other than explosive means shall proceed with the complete removal of one story at a time. In the demolition of any building other than by explosive means, story after story shall be removed and shall be properly wet to alleviate any dust.

### 1511.6 Proper Demolition Procedures

No wall, chimney, or other construction shall be allowed to fall in mass on an upper floor. Bulky material, such as beams and columns, shall be lowered and not allowed to fall. When any building over one story in height is demolished, precautions for protecting the public shall be taken as prescribed in Chapter 33.

### 1512.1 Inspections

In lieu of the inspections required by Section 109 of the Bartlett Building Code, the Building Official shall make the following inspections upon notification from the permit holder or his agent:

1. Initial Inspection: To be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or remain after demolition operations.
2. Final Inspections: To be made after all demolition work is completed.

## 1513 Permits

### 1513.1 Required

No person, firm or corporation shall wreck, demolish, or raze any building or structure within Bartlett without first obtaining a permit from the City of Bartlett. Such permit shall be issued only to a person, firm or corporation licensed as a demolition contractor in accordance with the provisions of the Technical Codes.

**Exception:** A permit may be issued to the property owner of record for demolition of his own residential building if such building is not more than two stories in height and contains not more than 5,000 square feet per floor. The property owner shall be required to make affidavit in his application for permit that he shall personally supervise all demolition and clean up of the site for which the permit was issued.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

### 1513.2 Application for Permit

Application for demolition permit shall be made by the owner of the building or structure, or authorized agent of the owner, or by a licensed demolition contractor employed by the owner. The full names and addresses of the owner, applicant, and responsible officers, if the owner is a corporate body, shall be stated, and the application shall be signed by the owner and the demolition contractor. In the case of all commercial buildings, or residential buildings being razed by a contractor for the development of commercial property, notice from the Shelby County Health Department that a “Ten Day Asbestos Notice” has been filed with that Department’s Pollution Control Section is also required.

### 1513.3 Approval of Permit

The Building Official shall cause to be examined all applications for permit within a reasonable time after filing. If the proposed work conforms to the requirements of this Section, regarding proof of liability insurance and posting of necessary deposit and when necessary, filing of a pre-demolition survey, the Building Official shall issue a permit therefore as soon as practical. Each permit to raze a building shall name the owner of the property to be razed and the person performing the razing work for or on behalf of such owner, and such permit shall be valid only so long as the razing work authorized by it is actually performed by or under the supervision of the person named thereon as being the person to perform such work. It shall be a violation of this code for any person to perform work in connection with the razing of a building under the purported authority of a permit, which does not name them as the person to perform such work.

#### 1515.3.1 Time Limitations

Each permit shall set forth a definite number of days in which demolition work shall be completed and the premises cleaned as required hereinafter. An extension of time may be granted by the Building Official for good cause.

#### 1513.3.2 Service Connections

Before a structure can be demolished or removed, the owner or agent shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. A permit to demolish or remove a structure shall not be issued until a release is obtained from the utilities stating that their respective service connections and appurtenant equipment have been removed and plugged in a safe manner. Sewer lines shall be capped in an approved manner, approximately 18 inches below grade, by the demolition contractor. A capped sewer line shall not be covered until it has been inspected. If covered, the contractor shall expose the cap for inspection.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

### 1514 Safeguards During Demolition

#### 1514.1 Roof Covering

During the demolition of any building exceeding one story in height that is located at a distance less than 10 feet, or less than  $\frac{1}{4}$  of the height of the building, from any street or alley property line, or when required by the Building Official, a roof covering for the entire length of the project shall be provided over the temporary or permanent sidewalk, from the time demolition commences above the second floor level until materials are no longer being used or handled on the front above such walk. Where required for demolition operation, the passageway shall be covered with an enclosed canopy or shed the width of the passageway with a head clearance of not less than 7 feet. The support shall be four-inch by six-inch (4" x 6") timbers, with beams of three-inch by twelve-inch (3"x12") timbers on centers of not over four feet (4'), and such shed shall be roofed with two layers of sound two-inch (2") planks; however, other construction of equal strength may be used when approved by the Building Official. The sides shall be enclosed with tight, smooth sheathing and such covered walks shall be suitably lighted with necessary.

**Exception:** Where, in the opinion of the Building Official, a covered walk is not necessary, permission may be granted to block off part of the sidewalk, street, or alley with the approval of the traffic engineer.

#### 1514.2 Fence

Where the distance from the building to the street or alley property line is less than half the height of the building, a fence of solid construction at least six feet high shall be provided.

#### 1514.3 Sidewalk Access

Areas occupied by a sidewalk or temporary walkway in use shall not be excavated unless such area is provided with a walkway capable of supporting at least 150 pounds per square foot. Walkways shall be provided with suitable ramps at each end.

### 1515 Method of Razing

#### 1515.1 Required to Start at Top

Razing, by other than explosive means, shall begin at the top of the structure and proceed downward. No wall, beam, column, or member supporting a load shall be disturbed or weakened until such load is entirely removed. All masonry walls shall be removed unit by unit or in the manner approved by the Building Official. All loosened materials and debris shall be removed from time-to-time so as not to accumulate in such quantity or in such weight as may overload any floor, platform, or scaffold. Plain or reinforced concrete structures shall be razed in such sections and in such manner as approved by the Building Official.

#### 1515.2 Prohibitions

No structure or portion thereof being demolished or declared to be dangerous or unsafe shall be thrown, pulled or blasted, unless special approval is given by the Building Official.

## INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

### 1515.3 Control of Dust

All material and rubbish apt to produce dust must be kept wet or covered to prevent its being blown by the wind.

### 1515.4 Approval of Debris Disposal

All demolition debris, which is not being reused or recycled, must be disposed of in a place approved by the governing authority. Materials to be recycled or reused that are stored on-site during demolition activities shall be managed and stored so as not to pose a danger to workers on the site or to the general public.

## 1516 Treatment of Party Walls

### 1516.1 Masonry Walls

When any building or other structures is demolished so as to expose any party wall which forms a part of the building or other structure upon which any of the aforesaid operations are being performed, the permit holder shall repair and restore any flashing and other weatherproofing of adjoining property which is broken or damaged during such operations, and shall fill from the exposed side of such party wall any and all holes. For purposed of this section, a “party wall” is a dividing partition between two adjoining buildings (or units) that is shared by the tenants of each residence or business. The permit holder shall also install such new flashing as may be required to protect any vertical joints exposed by the permitted demolition operations.

### 1516.2 Non-Masonry Walls

Where party walls are of other than masonry construction, such walls shall be restored and weather proofed in accordance with the requirements of the building code for exterior walls of the particular type of construction involved. All such party walls shall be faced with material commonly used, or exterior finish identical to, or as closely resembling as practicable, the facing material of the other exterior walls of the building left standing, and shall be painted or otherwise finished in a manner similar to other parts of the building.

### 1517 Protection for Open Pits and Holes

Demolition shall be properly protected with barricades and warning lights, as directed by the Building Official, until such time as they can be properly filled to grade. All excess materials, rubbish, and debris shall be removed from the premises.

## 1518 Treatment of Lot After Building Demolished or Removed

### 1518.1 Leveling

When a structure or building is demolished or removed, all walls, except party walls, including foundations and basement walls located on the lot involved in razing operation, shall be reduced to a level at least 18 inches (46 cm) below the final grade. Excavations, holes, and depressions shall be filled and leveled to provide a final grade, which will affect good drainage. The finished surface of

the lot shall be free of holes and depressions, which could accumulate water or be hazardous to pedestrians. All grade slabs shall be removed from the site.

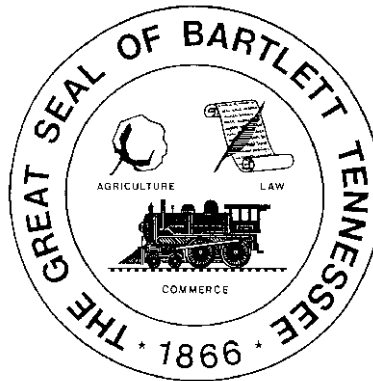
## **INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS**

### **1518.2 Fill**

No materials other than clean earth may be used in filling depressions and grading the site. All excess earth, brick, lumber, and other building materials and debris shall be removed from the site, and the premises shall be left in a safe, clean, and sanitary condition.

### **1519 Failure to Clean Premises**

Failure of a person, firm, or corporation to comply with the provisions dealing with the cleaning of premises shall be sufficient cause to withhold a demolition contractor's privilege of obtaining demolition permits until there has been compliance with the cleaning provisions. Repeated failure to properly clean premises shall be cause for suspension or revocation of a contractor's license.



**BUILDING CODE AMENDMENTS  
TO THE**

**2015  
INTERNATIONAL  
RESIDENTIAL  
BUILDING  
CODE**

Attachment: 2015 IRC Building Amendments (2395 : Ord 18-06, international code adoption)



## RESIDENTIAL BUILDING CODE

**When adopting the 2015 International Residential Code, the following Appendices will also be adopted: A, B, C, D, G, J, M & N. Please see last page for Appendices amendments.**

**AMEND Section R101.1 as follows:**

**R101.1 Title**

These provisions shall be known as the Residential Code for One-and Two-Family Dwellings of The City of Bartlett, and shall be cited as such and will be referred to herein as “this code.”

**AMEND Section 103.1 to read as follows:**

**R103.1 Creation of Enforcement Agency**

The Department of Code Enforcement is hereby created and the official in charge thereof shall be known as the Director of Code Enforcement.

**DELETE Section R103.2 in its entirety and replace with the following:**

**R103.2 Code Official Qualifications**

The Code Official shall have at least 10 years’ experience or equivalent, as an architect, engineer, inspector, contractor, or superintendent of construction, or any combination of these, five years of which have been in responsible charge of work. The Code Official should be certified as a Building Official through a recognized certification program or have a combination of education and experience acceptable to the governing authority. The Code Official shall be appointed by the Mayor and shall serve at his will and pleasure.

**DELETE Section R103.3 in its entirety and replace with the following:**

**R103.3 Inspector Qualifications**

The Code Official, with the approval of the applicable governing authority, may hire such number of officers, inspectors, assistants and other employees as shall be authorized from time to time. A person shall not be hired as inspector of construction who has not had at least five (5) years’ experience as an inspector, engineer, architect, or as a superintendent, foreman, or competent mechanic in charge of construction. The inspector shall be certified through a recognized certification program as an inspector in their area of responsibility within twelve months of his/her date of hire.

**ADD New Section 103.4 as follows:**

**R103.4 Restrictions on Employees**

An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interests of the department.

**RESIDENTIAL BUILDING CODE****DELETE R105.1 in its entirety and replace with the following:****R105.1 Permit Application Required**

Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system or to cause any such work to be done shall first hire or cause to hire a licensed and/or registered contractor. The contractor shall first make application to the Code Official and obtain the required permit for the work. Building permits may be issued to the property and building owners when so allowed by the City of Bartlett Technical Codes and the State of Tennessee Contractors' License Laws. Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of this code, provided that the alteration, repair or rehabilitation work conforms to the requirements of this code for new construction. The Code Official shall determine the extent to which the existing system shall be made to conform to the requirements of this code for new construction. Permits are required to be obtained by an individual licensed in that field for plumbing, gas, mechanical, and electrical.

**ADD a new subsection R105.1.1 entitled "Design and Construction of Retaining Walls" which shall read as follows:****R105.1.1 Design and Construction of Retaining Walls**

Retaining wall systems shall be designed by a professional engineer, licensed to practice in the State of Tennessee, for all loads as specified in the Building Code and within this Chapter and in keeping with nationally recognized standards. Design shall be based upon sound engineering and geo-technical principles.

**DELETE in R105.2 under Building: 1, 2, 3, 4, 5, 7, 9, & 10.****DELETE in R105.2 under Mechanical: 4 & 7****ADD to the end of Section R105.3.1 as follows:****R105.3.1**

When a building or structure is improved and/or remodeled and the value of the work to be completed exceeds 50% of the market value of the building or structure before the damage has occurred, the structure or building shall be improved or remodeled to the requirements for new construction as determined by the Director of Code Enforcement.

**DELETE Section R112.3 and replace with the following:****R112.3 Board of Mayor and Aldermen**

The Board of Mayor and Aldermen shall be The Code Appeals Board of the City of Bartlett.

## RESIDENTIAL BUILDING CODE

**Table R301.2 (1) shall read as follows and all existing footnotes shall remain unchanged.**

**Table R301.2 (1)**  
**Climatic and Geographic Design Criteria**

**Wind Design****Subject to Damage from**

| Ground<br>Snow<br>Load   | Speed<br>(mph) <sup>d</sup> | Topographic<br>Effects <sup>k</sup> | Seismic<br>Design<br>Category <sup>g</sup> | Weathering <sup>a</sup> | Frost<br>Depth<br>Line <sup>b</sup> | Termite <sup>c</sup> | Decay <sup>d</sup>    | Winter<br>Design<br>Temp<br>(°F) <sup>f</sup> | Ice Barrier<br>Underlayment<br>Required <sup>i</sup> | Flood<br>Hazard <sup>h</sup> | Air<br>Freezing<br>Index <sup>j</sup> | Mean<br>Annual<br>Temp <sup>l</sup> |
|--------------------------|-----------------------------|-------------------------------------|--------------------------------------------|-------------------------|-------------------------------------|----------------------|-----------------------|-----------------------------------------------|------------------------------------------------------|------------------------------|---------------------------------------|-------------------------------------|
| 10<br>lb/ft <sub>2</sub> | 89                          | No                                  | D1                                         | Moderate                | 5 inches                            | Moderate<br>to Heavy | Moderate<br>to Severe | 18                                            | No                                                   | 9/29/2007                    | 158                                   | 61.8                                |

**ADD Section R301.2.2 as follows:****R301.2.2 Seismic Provisions.**

The seismic provisions of this code shall apply as follows:

1. Townhouse in Seismic Design Categories C, D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>.
2. Detached one and two family dwellings in D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>, however, such detached one and two family dwellings constructed using wood framing in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub> shall be allowed, as an alternative compliance method for meeting the structural requirements of this code's seismic provisions, to comply with the requirement in Section R301.2.2.3.8.

**ADD Section R301.2.2.3.5 titled "Full Exterior Wood Structural Sheathing" as follows:****R301.2.2.3.5 Full Exterior Wood Structural Sheathing**

One and two family houses shall be constructed with full exterior 7/16 inch (11 mm) minimum wood structural sheathing as a method of compliance with seismic protection requirements. In parts of the structure that do not provide sufficient support from such sheathing, such as certain garage door openings, or when the owner wished to use such devices as a method of meeting seismic requirements engineered braced wall panels are also allowed.

**R301.2.2.3.8 Alternative Compliance Method for Structural Requirements**

In addition to meeting all the structural requirements for Seismic Design Category C and Sections R301.2.2.3.1, R301.2.2.3.6 and R301.2.2.3.7, an alternative compliance method for meeting structural requirements when wood framing is used shall include compliance with the following items. In the event any requirement in this section differs from wind code structural requirements, the more stringent will apply.

## RESIDENTIAL BUILDING CODE

**R301.2.2.3.8.1 Anchorage Exterior Walls (Sole Plates)**

Exterior wall sole plates shall be secured to the foundation or framing below by one of the following methods:

- 1) **Foundation:** ½ inch (12.7 mm) anchor bolts, with 3 inch by 3 inch (76 mm by 76 mm) washers, embedded in the foundation a minimum of 7 inches (178 mm) in depth. Such anchor bolts are to be placed 4 feet on center maximum and within 12 inches (305 mm) of the end of each plate section. A minimum of 2 anchors per plate section is required.
- 2) **Foundation:** MASA anchors or equivalent embedded in the foundation and placed at 4 feet (1219 mm) on center maximum and within 12 inches (305 mm) of the end of each plate section. A minimum of 2 anchors per plate section is required.
- 3) **Elevated Floors:** 10d nails placed at 8 inches on center and embedded in a continuous rim board. Rim board depth to match depth of floor framing. Rim board shall be nailed to the end of each floor framing member with three 10d nails. Where floor framing parallels exterior wall, 2 rim boards shall be provided and nailed per Table R602.3(1). The Rim board shall be fastened to wall top plate with metal plates at 6 feet (1829 mm) on center; installed plate capacity shall equal or exceed 440 pounds.

**R301.2.2.3.8.2 Anchorage All Structural Interior Walls (Sole Plates)**

Interior wall framing shall be secured by one of the following methods:

- 1) **Foundation:** ½ inch (12.7 mm) anchor bolts, with 3 inch by 3 inch (76 mm by 76 mm) washers, embedded a minimum of 7 inches (178 mm) in depth in the concrete foundation (thickened slab) at 4 feet (1219 mm) on center maximum and within 12 inches (305 mm) of the end of each plate section.
- 2) **Foundation:** By power actuated fasteners that provide 210 pounds per linear foot shear capacity, placed 2 feet (610 mm) on center maximum and within 12 inches (305 mm) of each plate section or equivalent means of anchorage. A minimum of 2 anchors are required per plate section.
- 3) **Elevated Floors:** 10d nails placed at 8 inches (204 mm) on center and embedded in one of the following:
  - a) Structural wall top plate flush with bottom of floor sheathing, or
  - b) Floor joist parallel with and directly below plate, or
  - c) Blocking, depth to match, placed between floor joists and running the full length of the plate. Blocking to be nailed per Table R602.3(1).

**R301.2.2.3.8.3 Stud Spacing – Exterior Walls**

All 2x4 exterior walls shall be a maximum of 16 inch (406 mm) stud spacing up to 3 stories. Gypcrete flooring or similar cementitious leveling products shall not be used on elevated floors.

**EXCEPTION:** Thin-set or other base material required for installation of flooring products in isolated confined spaces such as bathrooms.

## RESIDENTIAL BUILDING CODE

**R301.2.2.3.8.4 Wall Sheathing****R301.2.2.3.8.4.1 Exterior Wall Sheathing**

Exterior wall sheathing shall be 7/16 inch (11 mm) exterior rated OSB or equivalent or 7/16 inch (11 mm) plywood minimum. Sheathing is to be fastened every 6 inches (156 mm) on the edges and 12 inches (305 mm) at intermediate supports.

**R301.2.2.3.8.4.2 Interior Structural Wall Sheathing**

Interior sheathing shall be a minimum of ½ inch (12.7 mm) gypsum fastened every 7 inches (178 mm) at intermediate supports.

**R301.2.2.3.8.5 Garage Door Openings**

Brace wall panels are required for garage openings as per Section R602.10.6 of this code.

**Exception:** An engineered pre-manufactured wall panel is allowed to be used at garage openings.

**R301.2.2.3.8.6 APA Narrow Wall Systems Are Not Permitted**

Use of APA narrow wall systems is not permitted for establishing compliance with these requirements.

**R301.2.2.3.8.7 Connections Across Floor Joist Space**

18 gauge galvanized steel coil strapping (ex. CS 18) installed at 48 inch (1219 mm) on center across floor joist space or equivalent is required on all exterior walls and stacked interior structural walls. Strapping shall run vertical along edge of studs and shall be centered on floor joist space. Studs shall be vertically aligned.

**R301.2.2.3.8.8 Roof Framing Connections**

Roof framing members shall be fastened to wall top plate with 18 gauge galvanized steel clips (ex. H2.5A) or equivalent, not to exceed 48 inches (1219 mm) on center maximum. Provide clips in addition to fastening requirements in Table R602.3(1). This requirement applies to all contact points with load bearing walls. In the event wind fastening requirements differ, the more stringent shall apply.

**R301.2.2.3.8.9 Shearwall Holddowns**

- 1) Exterior walls: A single holddown shall be installed at each end of each wall over 8 feet (2438 mm) in length (2 holddowns per wall length). Holddown capacity (P), in pounds, shall equal to 210 lbs/ft times wall height ( $P=210 \times H$ ).
- 2) Wall height (H): distance from wall bottom plate to wall top plate.
- 3) A cut sheet of the hold down type(s) used shall be provided to Code Enforcement when requested by the Building Official. Cut sheet shall show tested product load rating and manufacturer information.

## RESIDENTIAL BUILDING CODE

**R301.2.2.3.8.10 Opening straps/clips**

This section applies only to window and door openings and only to openings located in exterior walls and interior structural walls. Louver, pipe penetrations, dryer vents, and all other wall openings are not required to meet this section unless they exceed 4 sq. ft. in area.

- 1) **Studs above and below headers and window sill plates:** Provide 18 gauge galvanized steel clips (ex. H2.5A) or equivalent at 32 inches (813 mm), top and bottom of studs, minimum 2 clips per opening width at headers and sills.
- 2) **Headers:** Headers shall bear on minimum 1 ply jack post and be fastened to post with 18 gauge galvanized steel clips (ex. H2.5A), or continuous sheathing from king post to header or sill or equivalent.
- 3) **Window Sill Plate:** Sill plate shall be end nailed with three 10d nails each end through minimum 1 ply of king/jack posts, or continuous sheathing from king post to header or sill, or equivalent.
- 4) **King/Jack Posts:** Provide 20 gauge galvanized steel stud plate connector (ex. SP1) or equivalent from post to wall plate, top and bottom. Post plys shall be nailed together with 10d nails at 8 inches (204 mm) on center staggered full height.

**R301.2.2.3.8.11 Brick Veneer**

- 1) Exterior brick veneer shall not exceed 25 feet (7620 mm) in height above non-combustible foundation. Brick at gable peaks shall not exceed 40 feet (12,192 mm) in height above non-combustible foundation.
- 2) Exterior brick veneer shall comply with all other applicable Chapter 7 IRC requirements.
- 3) Interior brick veneer and masonry chimneys shall comply with Chapter 7 IRC requirements.

**R301.2.2.3.8.12 Floor Openings**

When floor openings in the second or third floors exceed 15 percent of the ground floor square footage, garage space excluded, they shall be considered as large floor openings.

- 1) The gross floor area shall be the area bounded by exterior walls.
- 2) Openings for stairs and egress are excluded from the net floor opening area.
- 3) Perimeter interior walls bounding a large floor opening shall be considered structural and shall be subject to all requirements as such. If perimeter walls are not present below opening perimeter (i.e. beam and column system is used), the supporting structure shall be engineered.

**AMEND Section R312.1.1 as follows:****R312.1.1 Retaining Walls**

Retaining walls 36" in height or greater are required to be designed by a licensed engineer and a plan submitted at the time of application for a permit. Height of the retaining wall shall be measured from the top of the footing to the top of the wall. A minimum of a 4 foot barrier (fence or guard) at the top of the wall may be required as determined by the Director of Code Enforcement.

## RESIDENTIAL BUILDING CODE

**AMEND Section R313.1 as follows:**

**EXCEPTION 1:** Rename Exception to Exception 1.

**EXCEPTION 2:** An automatic residential fire sprinkler system is not required when there is a 2 hour wall between units.

**DELETE R313.2 AND R313.2.1 in their entirety.****DELETE Section R401.3 and its Exception in their entirety and REPLACE as follows:****R401.3 Drainage and Foundation Elevation**

Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The finish floor (elevation) shall be nominal 10 inches above the exterior finish grade (ground) and the finish grade shall slope a minimum of 8% (1 in 12) away from foundation for a minimum of 3 feet for drainage.

**DELETE Section R403.1.1 “Minimum Size” in its entirety and REPLACE as follows:****R403.1.1 Minimum Size**

Minimum size for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width, *W*, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. All footings shall be at least 10 inches (255 mm) in thickness. Footing projections, *P*, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footing supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1.

**DELETE Section R403.1.4 “Minimum Depth” in its entirety and REPLACE as follows:****R403.1.4 Minimum Depth**

All footings shall bear on undisturbed or properly compacted soils a minimum of 13 inches (330 mm) below grade. When applicable the depth of footing shall also conform to Section R403.1.4.1 through R403.1.4.2.

**DELETE Sections N1101.1 through N1101.3 and REPLACE with the following:****N1101.1 Scope**

This chapter sets forth the energy-efficiency related requirements for the design and construction of buildings regulated by this code.

**Exception:** Provided that they are separated by building envelope assemblies from the remainder of the building, portions of the building that do not enclose conditioned space shall be exempt from the building envelope provision, but shall comply with the provisions for building mechanical and service water heating systems.



**RESIDENTIAL BUILDING CODE****N1101.2 Compliance for One and Two Family Dwellings**

Compliance for one and two family dwellings shall be demonstrated by meeting the requirements of the 2015 Edition of the *ICC International Energy Conservation Code* for detached one and two family dwellings in Climate Zone 3A as found in Chapters 2, 3, 4, 5, and 6.

**N1101.3 Compliance for Townhouses**

Compliance for townhouses shall be demonstrated by meeting the requirements of the 2015 Edition of the *ICC International Energy Conservation Code* for residential buildings of Group R-2 or townhouses in Climate Zone 3A as found in Chapters 2, 3, 4, 5, and 6.

**ADD Section E3405.8 as follows:****E3405.8 Weather Proof Panels**

Weather Proof Panels are not allowed in the City of Bartlett per Ordinance #93-14.

**AMEND Section E3406.2 as follows:**

**DELETE phrase** [except as otherwise provided in the code]. This is a reference to allow other than copper conductors. Conductors of material other than copper may be used from a transformer through to the electrical panel box when proper connections are made.

**ADD Section E3406.2(A) as follows:**

**E3406.2(A)** Aluminum and copper-clad aluminum conductors are not allowed beyond the panel or in the interior of a residential house.

**ADD TO Section E3601 as follows:****E3601.8 Unprotected Services Conductors Length**

Service entrance conductors (without over current protection) shall not be extended more than 15 feet inside a building measuring horizontal from the point of entrance.

**ADD TO Section E3702 as follows:**

**E3702.15** Any residential appliance or equipment rated at 1,000 watts and any electric motor of ½ H.P. (horse power) or larger shall be supplied by individual circuits of adequate capacity for the device to be connected. Receptacles installed in such circuits shall be single opening grounding type rated at 125% of the name plate current of the equipment to be connected, but in no case shall they be rated less than 20 amperes. Service outlets installed at heating equipment may be duplex outlets rated at 20 amperes.



**RESIDENTIAL BUILDING CODE****ADD TO Section E3703 as follows:**

**E3703.3(A)** Electric washer-dryer combinations rated 5 KW or less may be wired on a 30 ampere circuit with a 30 ampere grounding type receptacle. The service demand shall be 20 amperes.

**ADD TO Section E3706 as follows:****E3706.1(A) Weather Proof Panels**

Weather Proof Panels are not allowed in the City of Bartlett per Ordinance #93-14.

**ADD TO Section E3901.4.2 as follows:**

**Exception:** Receptacles are **NOT** required or allowed on moveable island counters without appliances (See Definitions below).

**ADD to DEFINITIONS as follows:**

**MOVEABLE:** Capable of being moved without being injured by one person or on wheels.

**ADD Section E3910 as follows:****E3910 Fire Damage and Building Relocating**

Buildings moved from one location to another that is to be used as a single family dwelling shall meet the following minimum requirements:

**E3910.1** Service entrance conductors shall be governed by new service rules.

**E3910.2** Kitchens shall have no less than two (2) circuits with a maximum of three (3) convenience outlets per circuit.

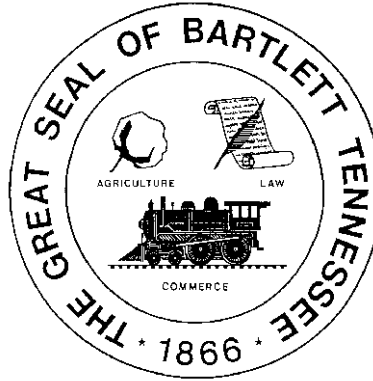
**E3910.3** Lights and convenience outlets shall comply with existing branch circuit residential occupancies general requirements.

**E3910.4** An inspection and written FIRE ruling must be obtained from the City of Bartlett Code Enforcement Office prior to commencing work on fire damaged jobs.

**DELETE APPENDIX J IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:****Appendix J-New Installations of Manufactured Homes**

New manufactured homes are required to be provided with curtain wall masonry around the perimeter of the structure. The masonry curtain wall shall be a minimum of 4 inches wide and shall give an appearance of other buildings in the area of the installation. Trailer type hitches are to be removed from the structure prior to installation of the curtain wall.





**MECHANICAL & GAS  
CODE AMENDMENTS  
TO THE  
  
2015  
INTERNATIONAL  
RESIDENTIAL  
CODE**

Attachment: 2015 IRC Mechanical Gas Code Amendments (2395 : Ord 18-06, international code adoption)

## 2015 INTERNATIONAL RESIDENTIAL MECHANICAL & GAS CODE AMENDMENTS

### ADD THE FOLLOWING TO SECTION M1305.1.3

#### M1305.1.3 APPLIANCE IN THE ATTIC

Appliance access shall be accessible by a pull down stairway, permanent ladder or permanent stairway/no shuttle holes.

#### ADD THE FOLLOWING:

#### M1402.4 ROOMS CONTAINING FLAMMABLE, COMBUSTIBLE, OR NOXIOUS GAS

A separate and individual ventilation system which is not part of any other system shall be provided for ventilation of each room or space containing flammable vapors, noxious gases and flammable ducts or where serving incompatible materials.

#### ADD THE FOLLOWING:

#### M1411.3.1 #5

#5. Condensate drain lines from coil may be ¾ inch minimum with a maximum horizontal drain run of two (2') feet. Any drain exceeding two (2') feet shall be 1.25 inches. No tubing allowed. Contractor shall use approved DWV fittings.

#### ADD THE FOLLOWING:

#### M1411.3.2.1

Install PVC 90 degree elbow at ¾ drain pan line horizontal termination to outside.

#### EXHAUST SYSTEMS

Exhaust systems shall be exhausted to the outside per the code.

#### ADD THE FOLLOWING:

#### M1502.3.1 DRYER VENT TERMINATION

At termination of dryer exhaust, secure grill/louvers with screws.

#### ADD THE FOLLOWING:

**M1502.4.2(A) UNDER SLAB EXHAUST**

Under slab exhaust ducts shall be smooth wall schedule 40 pvc and terminate 12" above grade with damper and be non-screened.

**ADD THE FOLLOWING:****M1503.1(A) EXHAUST HOOD**

Exhaust hood shall be installed for all ranges/clearance per manufacturer's instructions.

**AMEND THE FOLLOWING:****M1602.2.1 RETURN AIR REQUIREMENTS**

All occupied rooms shall have a return sized accordingly for that space except for kitchen and bathroom. Undercut of doors do not count as a return.

**AMEND THE FOLLOWING:****M1602.2.2 RETURN AIR PLENUM SEAL**

Seal all returns with 100% silicone rubber caulk/HVAC caulk.

**ADD THE FOLLOWING:****M1602.2.3 RETURNS & COOKING EQUIPMENT**

No return shall be within ten (10') feet of cooking equipment.

**RESIDENTIAL GAS CODE AMENDMENTS****ADD THE FOLLOWING:****G2413.1.1 GAS PIPING**

When the gas pressure is 0.5 pounds per square inch or less, all consumer gas pipe from the point of delivery of the first branch in the house piping shall not be less than one (1") inch in diameter. The minimum size of pipe outlets shall be ½".

**ADD THE FOLLOWING:****G2415.4.1**

No threaded connectors may be used on piping in solid floors.

**DELETE SECTION G2417.4.1 ENTIRELY AND SUBSTITUTE THE FOLLOWING:**

**G2417.4.1 METHOD OF TESTING**

Low pressure (not in excess of 2 psi gauge) gas piping shall withstand a pressure of 30 psig for a period of not less than 10 minutes without showing any drop in pressure. All high pressure gas piping must have a minimum of 100 psig test. Higher pressure (medical gas) must stand at least 1.5 times normal working pressure for a period of 24 hours without showing any drop in pressure.

**DELETE SECTION G2422.1.2.1 ENTIRELY AND SUBSTITUTE THE FOLLOWING:**

**G2422.1.2.1**

Connectors shall have an overall length not to exceed 18 inches except for range and domestic clothes dryer connectors, which shall not exceed three (3') feet in length. Connectors shall not be concealed within, or extended through walls, floors, partitions, ceilings or appliance housing. A shutoff valve not less than the nominal size of the connector shall be installed ahead of the connector in accordance with section G2420.5. Connectors shall be sized to provide the total demand of the connected appliance.

**ADD THE FOLLOWING:**

**G2432.1.1 DECORATIVE APPLIANCES**

All fireplace log and starters shall be installed according to their listings and have a readily accessible manual shutoff valve within reach of and extraneous to the fireplace. A manual main shutoff valve shall be installed ahead of all controls including the pilot gas valve.

**ADD THE FOLLOWING:**

**G2432.1.2 APPLIANCE CONNECTORS**

Flexible connectors used outdoors shall be listed for outdoor use. Flexible connectors used in fireplaces and fire boxes shall be approved for such use or be stainless steel.

**ADD THE FOLLOWING:**

**G2433.1.1 GAS LOG STARTER SUPPORT**

Log starters shall have support installed on end of starter.

**ADD THE FOLLOWING:****G2448.1.2 PROHIBITED WATER INSTALLATION**

Water heaters, with the exception of those having direct vent systems, shall not be installed in bathrooms and bedrooms or in a closet with access only through a bedroom or bathroom. However, water heaters of the automatic storage type may be installed as a replacement in a bathroom, when specifically authorized by the gas official providing they are properly vented and are supplied with adequate combustion air.

**EXCEPTION:** When a closet having a weather stripped solid door, with an approved door closing device has been designed exclusively for the water heater, and where all air for combustion and ventilation is supplied from outdoors.

**ADD THE FOLLOWING:****G2450.1.1 ILLUMINATING APPLIANCES**

All illuminating gas appliances must have an accessible manual shut off valve within reach of and extraneous to the appliance.

**ADD THE FOLLOWING APPENDICES:**

**Appendix A**-Sizing & Capacities of Gas Piping

**Appendix B**-Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliance, and Appliances Listed for Use with Type B Vents

**Appendix C**-Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems

**Appendix D**-Recommended Procedure for Safety Inspection of an Existing Appliance Installation

**Appendix E**-Manufactured Housing Used as Dwellings

**ADD TO APPENDIX E AS FOLLOWS:****AE 307.1.1 TRAILER PARK PIPING**

Where information is not available on the location of the trailer supply connection, the gas riser to each trailer site should be placed in the rear one third section of the site and not less than 18' from the roadside wall of the trailer. It shall be located and protected or supported so as to minimize the likelihood of damage by moving vehicles. When the gas pressure at the terminal of the gas riser at each trailer site is .5 psig or less, the minimum size of the gas piping shall be one (1") inch for other than undiluted liquefied petroleum gases.

**ADD THE FOLLOWING SECTION:**

**AE 307.1.2 CONNECTION OF TRAILER**

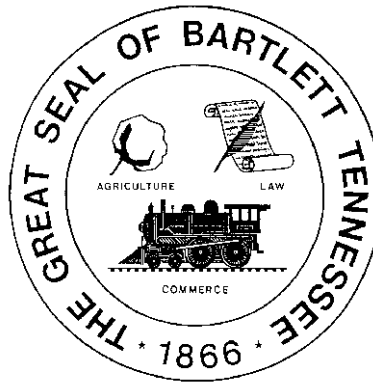
Piping shall not be installed underground beneath manufactured homes or house trailers. Trailers shall be connected to the gas piping system with rigid pipe or listed connections of adequate size and installed so as to be protected against physical damage.

**ADD THE FOLLOWING SECTION:**

**AE 307.1.3 LOCATION OF SHUT OFF VALVES**

Outlets for individual manufactured homes or trailers shall be provided with a readily accessible manual shut off valve located outdoors at the trailer. Trailers shall be connected to the gas piping system with rigid pipe or listed connections for adequate size and installed so as to be protected against physical damage.





# **MECHANICAL CODE AMENDMENTS TO THE**

## **2015 INTERNATIONAL MECHANICAL CODE**

**MECHANICAL CODE****AMEND Section 101.1 as follows:****101.1 Title**

These regulations shall be known as the Mechanical Code of the **City of Bartlett**, hereafter referred to as “this code.”

**ADD Section 101.1.1 as follows:****101.1.1 References**

All references to the International Code Council Electrical Code are to be replaced with the 2014 National Electrical Code.

**ADD 301.1 #1 as follows:****301.1 #1 Inspection**

All work concealed prior to inspection and or test shall be uncovered in its entirety for the inspector and subject to any reinspection fees.

**ADD Section 301.7.1 as follows:****301.7.1 Location for Power Interruption**

Means for interrupting the electrical supply to the air conditioning/heating equipment or to its associated cooling tower shall in no case be installed farther than six feet (6') from the service side of the equipment.

**ADD Section 301.15.1 as follows:**

**301.15.1** Engineered letter is required for installation of seismic restraints on mechanical systems.

**ADD Section 303.4.1 as follows:****303.4.1 Protection Against Physical Damage**

In concealed locations where piping other than cast iron or galvanized steel is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches from the nearest edge of the member, the pipe shall be protected by shield plates. Protective shield plates shall be a minimum of 0.062 inch thick steel and shall cover the area of the pipe where the member is notched or bored, and shall extend a minimum of 2 inches above sole plates and below top plates.

**ADD Section 304.6.1 as follows:****304.6.1 Installation in Garages**

Gas-fired water heaters or central furnaces shall not be installed in residential or public garages. Combustion air ducts shall not terminate in a residential or public garage. Doors in garages accessing gas fired appliances in closets, furnace rooms, etc. shall be weather stripped to provide an air tight seal which will prevent gasoline vapors from entering the appliance closet or room.

**MECHANICAL CODE****DELETE Section 306.3 Exception Entirely****ADD Section 306.3.1.1 as follows:****306.3.1.1 Mechanical Equipment in Attics**

Every attic or furred space in which mechanical equipment is installed shall be made accessible.

**ADD Section 306.3.2 as follows:****306.3.2 Accessibility**

Attics shall be accessible by a pull-down stairway, permanent ladder or permanent stairway.

**AMEND Section 306.5 by ADDING Items #11 and #12 as follows:**

**#11)** Access to appliance units installed above drop ceilings, equipment height of 10 feet or more must have service platform on service side of equipment.

**#12)** A 120 volt, single phase, 15 or 20 ampere rated receptacle outlet shall be installed at a readily accessible location for the servicing of the heating, air conditioning and refrigeration equipment. The disconnecting means for heating, air conditioning and refrigeration equipment shall in no case be installed farther than 6 feet from the service side of the equipment.

**ADD Section 307.2.1.1 through 307.2.1.3 as follows:****307.2.1.1 Condensate on Roof**

A roof top unit shall not spill on a roof unless there is a minimum of 350 square feet of roof area per ton of cooling capacity. The condensate discharge on the surface of the roof shall be a minimum of 40 feet from the nearest roof drain, gutter or downspout (existing only).

**307.2.1.2 Governing Code**

Mechanical code shall govern the installation and servicing of condensate, overflow, and flow-down drains from air conditioning, refrigeration, mechanical, and process systems. None of these shall be connected to the plumbing system, except through an approved indirect waste receptacle or house side of the active trap.

**307.2.1.3 Air Gap**

The air gap between the indirect waste and the building drainage system shall be at least twice the effective diameter of the drain served and shall be provided by the following:

- 1) Extending the indirect waste pipe to an open, accessible floor drain, floor sink, or hub drain, which is properly trapped and vented. The indirect waste shall terminate a sufficient distance above the floor level rim to provide the required air gap.
- 2) Mechanical contractor may connect to indirect waste opening provided by plumbing contractor by one of the following:
  - a) A direct connection may be made with an approved flexible coupling.
  - b) Air gaps shall be required between mechanical contractor's drain and waste receptacle in all food handling establishments.

**MECHANICAL CODE****ADD Section 307.2.2.1 as follows:****307.2.2.1 Drain Lines**

Condensate drain lines from coil drip pan outlet may be ¾ inch minimum with a maximum horizontal run of two feet (2'). Any drain exceeding two feet (2') shall be a minimum of 1 ¼ inches. No tubing allowed. Contractor shall use approved DWV fittings. ¾" drain pan lines shall be allowed to be connected for two drain pans only. Third drain pan shall be installed separately.

**DELETE Section 307.2.3 Item #1 entirely and ADD #4 as follows:**

1. Auxiliary drain pans shall be installed under all coils containing a liquid or a gas on which condensation will occur or units containing coils located in attic spaces, suspended ceiling spaces, furred spaces or any area where damage could occur to the building, building contents, or building occupants due to an overflow of the equipment drain pan or a stoppage in the condensate drain piping. Auxiliary pans shall have a minimum depth of 1 1/2 inches and shall be not less than 3 inches larger than unit or coil dimensions in width and length and shall be constructed of not less than 2 gauge galvanized sheet steel or of high impact plastic which must have prior approval of the Chief Mechanical Inspector. No PVC or high-impact plastic shall be installed in any space used as part of a return air system. A separate drain line shall be extended from this pan terminating at a conspicuous point to serve as an alarm that the regular drain is restricted. A water level detector or float switch to control overflow may be used in auxiliary drain pans in lieu of a drain line, when approved by the Chief Mechanical Inspector.
4. Evaporator coils located under a house shall have an emergency drain pan installed. A separate drain line shall be run to a conspicuous point to indicate a problem with the primary drain. A float switch may be used in lieu of a drain line when approved by the Chief Mechanical Inspector.

**ADD to Section 307.2.3 #5 as follows:**

5. When condensate drains cannot be connected as per the technical codes, a design shall be submitted by a licensed mechanical engineer for approval by the Code Official. French drain subject to prior approval. When condensate drains cannot be connected as per the technical codes, they shall have prior approval by the Chief Mechanical Inspector.

**ADD to Section 307.2.3 #6 as follows:**

6. Where a drain pan line cannot be installed for upflow furnaces with returns below furnaces a float switch shall be installed on the secondary drain at coil or separate condensate line to be ran to an auxiliary drain pan with a float switch installed.

## MECHANICAL CODE

**ADD to Section 307.2.3 #7 and #8 as follows:**

7. Install nail guards to protect drain pan lines where punctures might occur. Guards shall be a minimum of 0.062 inch thick steel.
8. Install PVC 90 degree elbow at ¾ inch drain pan line horizontal termination to outside.

**ADD Section 504.6.1 as follows:****504.6.1 Domestic Clothes Drying Ducts**

Under slab dryer ducts shall be smooth wall schedule 40 PVC and terminate 12" above the exterior grade.

**ADD Section 506.1.1 as follows:****503.1.1 Commercial Kitchen Hood Ventilation System Ducts**

Commercial kitchen hood ventilation system ducts and exhaust equipment shall comply with Section 506 or NFPA 96 (most current edition).

**ADD Exception to 507.2.3.1 as follows:**

**Exception:** Specialty use requesting to use a domestic stove with 4 or less burners with a residential type hood vented to the outdoors with a residential fire suppression system must have prior approval of the Chief Mechanical Inspector.

**ADD Section 507.2.4.1 as follows:****507.2.4.1 Spark Arresters**

All solid fuel cooking equipment must have spark arresters at hood.

**ADD Section 606.2.1.1 as follows:****606.2.1.1 Smoke Detectors-2000 CFM's or Less**

Recirculating air systems with a fan capacity of 2000 cfm's or less but serving an area used for egress shall have automatic shut down.

**ADD Section 918.7 as follows:****918.7 Return Air Requirements**

All habitable space shall have a return sized accordingly for that space.

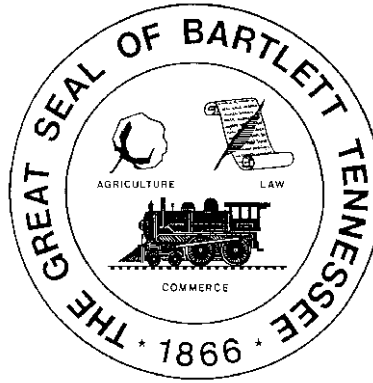
**Exception:** All prohibited sources in accordance with Section 918.6.

**MECHANICAL CODE****ADD Section 1101.3.1 as follows:****1101.3.1 Striker Plates**

Install striker plates with a minimum of 0.062 thickness/steel to protect refrigerant lines where punctures might occur.

**ADD the Following:**

Chapter 15 Referenced Standards.



**PLUMBING CODE AMENDMENTS  
TO THE**

**2015  
INTERNATIONAL  
PLUMBING  
CODE**

Attachment: 2015 Plumbing Amendments (2395 : Ord 18-06, international code adoption)

# 2015 International Plumbing Code with City of Bartlett Amendments

## Delete section 106.1 and replace with the following:

**{A} 106.1 When Permit required:** A Licensed Contractor who desires to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, or to erect, install, remove, convert or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the Code Official and obtain the required permit for work.

## DEFINITIONS

### ADD THE FOLLOWING TO SECTION 202:

**Administrator.** Whenever the term “Administrator” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Administrator of the City of Bartlett Construction Code Enforcement.

**Administrative Authority.** Whenever the term “Administrative Authority” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Building Official.

**Air Conditioning Unit.** The condensate or waste from an air conditioning unit shall be classified as a plumbing fixture and shall connect to the plumbing system as an indirect connection as per amendments of Chapter 3 of this Code.

**Board of Appeals.** Whenever the term “Board of Appeals” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Code Appeals Board of Bartlett, Tennessee.

**Building Department.** Whenever the term “Building Department” is used in the technical codes herein adopted, it shall mean the Office of Construction Code Enforcement of Bartlett, Tennessee.

**Building Official.** The officer or the other designated authority, or their duly authorized representative, charged with the administration and enforcement of the technical codes.

**Chief Appointing Authority.** Whenever the term “Chief Appointing Authority” is used in the technical codes herein adopted, it shall mean the Mayor of the City of Bartlett, Tennessee.

**City Municipality or Governing Body.** Whenever the word “City” or “Municipality” or “Governing Body” is used in the technical codes herein adopted, it shall mean the City of Bartlett, Tennessee.

**International Building Code.** Whenever the words “International Building Code” are used in the codes herein adopted, they shall mean the 2015 International Building Code with Local Amendments.



## PLUMBING CODE

**International Electrical Code.** Whenever the words “International Electrical Code” are used in the codes herein adopted, they shall mean the 2017 National Electrical Code (NEC) with Local Amendments.

**International Fuel Gas Code.** Whenever the words “International Fuel Gas Code” are used in the codes herein adopted, they shall mean the 2015 International Fuel Gas Code with Local Amendments.

**International Mechanical Code.** Whenever the words “International Mechanical Code” are used in the codes herein adopted, they shall mean the 2015 International Mechanical Code with Local Amendments

**International Plumbing Code:** Whenever the words “International Plumbing Code” is used in the codes herein adopted, they shall mean the 2015 International Plumbing Code with Local Amendments.

**Licensed Contractor.** Licensed Contractor will be the same as Plumbing Contractor as defined by the State of Tennessee Licensing Board.

**Master Plumber.** The term “Master Plumber” as used in the Technical Codes is defined to be any individual duly licensed by the State of Tennessee or Shelby County Office of Construction Code Enforcement with all the privileges afforded a journeyman plumber and with the added privilege of engaging in the plumbing business solely or in supervision of others.

**Plumbing Contractor.** Whenever the term “Plumbing Contractor” is used in the Technical Codes herein adopted, it shall mean a plumbing contractor who holds a current license issued by State of Tennessee or Shelby County Construction Code Enforcement.

**Plumbing Section.** Whenever the term “Plumbing Section” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Plumbing Section of the City of Bartlett Office of Construction Code Enforcement.

**State of Tennessee Licensed Plumbing Contractor.** Defined as a Contractor licensed by the State of Tennessee who is not required to have a journeyman plumber or apprentice plumber on the job site. Also, employees are not required to be registered.

**Workmanship.** -Workmanship shall mean that the plumbing system be installed uniform in slope, plumb, and level (as required) without stress or strain to piping or structure as required by Other sections of the Code. Valves, pipes and fitting shall be installed in correct relationship to the direction of flow.

**AMEND SECTION 305.6.1 AS FOLLOWS:**

**305.4.1 Sewer depth.** - Building sewers that connect to private sewage disposal systems shall be a maximum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches below grade.

**AMEND TABLE 308.5 AS FOLLOWS:**

**Table 308.5** Copper or copper-alloy piping to be supported vertical at mid-story.  
Copper or copper-alloy tubing 1-1/4 inch in diameter and smaller to be supported vertical at mid-story.  
Copper or copper-alloy tubing 1-1/2 inch in diameter and larger to be supported vertical at mid-story.

**ADD SECTIONS 314.2.1 (A),(B), & (C) AS FOLLOWS:**

**314.2.1(A)** the approved place in section 314.2.1 shall be an active trap or vent pipe.

**314.2.1(B)** the Plumbing contractor shall provide a trap within two feet of equipment.

**314.2.1(C) Pumped condensate.** The pump shall connect to the trap supplied by the plumbing contractor

**AMEND SECTION 417.3 AS FOLLOWS:**

**417.3 Shower Waste Outlet.** - Waste outlets serving showers shall be at least 2 inches in diameter and, for other than waste outlets in bathtubs, shall have removable strainers not less than 3 inches in diameter with strainer openings not less than 0.25 inch in minimum dimension. Where each shower space is not provided with an individual waste outlet, the waste outlet shall be located and the floor pitched so that waste from one shower does not flow over the floor areas serving another shower. Waste outlets shall be fastened to the waste pipe in an approved manner.

**ADD SECTION 423 AS FOLLOWS:**

**423.4 Pedicure Tubs.** - Pedicure tubs shall be trapped as a sanitary fixture on gravity drain types. When they have a pump discharge, they must be hard piped to a deep seal trap or wash machine box. When tub filler is below rim, a double check valve is required.

**ADD SECTION 427.1.1**

**427.1.1** Floor sinks shall be installed ½" A.F.F.

**ADD SECTION 503.3 AS FOLLOWS:**

**503.3 Water Connections to Water Heaters.** - All water connections to water heaters shall be made with material from Table 605.4. Flexible connectors shall not be used. Water cutoff valve shall not be located above tank cylinder.

-

**AMEND SECTION 504.7.1 AS FOLLOWS:**

**504.7.1 Pan Size and Drain** - The pan shall be not less than 4 inches deep when installed on the first floor and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 1 inch or the outlet diameter of the required relief valve, whichever is larger. When the water heater is installed **in the attic, a pan shall not be less than 6 inches and shall be 36" round or 36"X36" square.** T&P valve piping shall be corrosion resistant and have a minimum pressure rating of 100 psi at 180 degree Fahrenheit as per Section 605.4. When multiple pan drains are piped together. The drain pipe from junction to termination will be increased one pipe size for each additional water heater connected to the drain. The maximum number of water heater pan drains shall be limited to four, with the maximum drain being two inches in diameter.

**DELETE SECTION 504.7.2 and replace entirely with the following:**

**504.7.2 Pan Drain Termination.** - The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain or extend to the exterior of the building and terminate not less than 6 inches (152 mm) and not more than 24 inches (610 mm) above the adjacent ground surface. A 90-degree ell turned down must be installed at the termination of the pan drain. The termination must be visible.

**AMEND SECTION 603.1 AS FOLLOWS:**

**603.1 Size of Water Service Pipe.** - The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in the Code. The minimum nominal inside diameter of water service pipe shall be 1 inch.

**ADD SECTION 603.1.1 AS FOLLOWS**

**603.1.1 PVC Water Service.** - PVC underground water service pipe shall have a minimum wall thickness of SCH. 40 with permanent identification markings.

**AMEND TABLE 605.3 AS FOLLOWS**

**Table 605.3** Delete all references to Type M copper, WM copper .

**AMEND TABLE 605.4 AS FOLLOWS**

**Table 605.4** Delete all references to Type M copper, WM copper .

**ADD THE FOLLOWING****605.4.1 Water distribution piping:**

All concealed water piping within or under a structure shall be type 'L' or higher grade copper, cpvc or cross-linked Polyethylene as approved in table 605.4 of the IPC.

**DELETE The references to Atmospheric Vacuum breaker and pressure vacuum breaker from SECTION 608.16.5**

**608.16.5 Pool water supply** there shall be no direct connection between any potable water and a circulation pump, filter, water softener or other apparatus that come into contact with the pool water without going thru a backflow preventer.

**ADD SECTION 608.17.9 AS FOLLOWS:**

**608.17.9 Wells.** - All wells serving irrigation systems shall have a reduced pressure backflow preventer protecting the well from backflow or back pressure.

**ADD SECTION 702.3.1 AS FOLLOWS:**

**702.3.1 Building Sewer Pipe.** - Delete and substitute with the following: No building sewer shall be less than 4 inches in size with the exception of forced lines. When plastic pipe is used on lines 4 inches and smaller, it shall have a wall thickness of at least than SCH. 40.

**AMEND TABLE 709.1 AS FOLLOWS:**

**T709.1 Shower Trap** - Minimum size of trap shall be 2”.

**ADD SECTION 802.1.4.1 through 802.1.4.6 as FOLLOWS**

**Waste Water Disposal, Generally**

**802.1.4.1** All waste water from public, semi-public, or permanent private swimming pools and wading pools shall have an indirect connection to the sanitary sewer and/or such connections and type of disposal shall be as determined by the Health Department.

**802.1.4.2** No waste water from a permanent or temporary type swimming pool or wading pool shall drain any water on any premise so as to permit waste water to run on adjoining premises.

**802.1.4.3** Pool contractor shall furnish home owner with a flexible hose to discharge waste water to sewer connection for above ground pools.

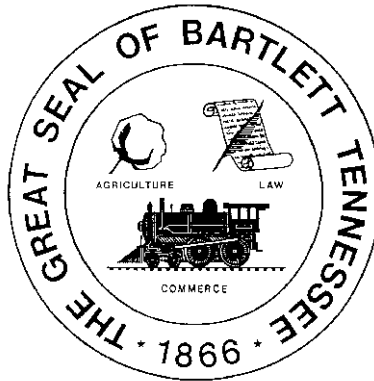
**802.1.4.4** In ground pools shall be permanently connected to the sanitary sewer.

**802.1.4.5 Waste and Deck Drain Piping.** - Waste and deck drain piping for pools shall comply with the provisions set forth in Chapters 3 and 8 of the Joint Plumbing Code, as applicable to building sewers and underground piping within building.

**802.1.4.6** Any deck drain located within seven feet of pool edge shall waste to sanitary system through catch basin. All others shall waste to grade or storm system. Deck shall be designed so that surface water, other than that within the seven foot limit, shall not enter sanitary system.

**AMEND SECTION 904.1 AS FOLLOWS:**

**904.1 Roof Extension.** All open vent pipes that extend through a roof shall be terminated at least 10 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extension shall be run at least 10 feet above the roof.



# **ELECTRICAL CODE AMENDMENTS TO THE**

## **2014 NATIONAL ELECTRICAL CODE**

### **AND THE**

## **2015 INTERNATIONAL RESIDENTIAL CODE**

## REQUIRED LICENSES TO DO WORK IN THE CITY OF BARTLETT

### ADD Article 91:

#### 91 Required

All contractors that do work in the city limits of Bartlett will be required to have either a Shelby County Electrical License or a State of Tennessee Electrical License (no LLE) as well as a Bartlett Business License before a permit can be acquired.

#### 91.1 Bartlett Business License Fees

A Bartlett Business License can be obtained in the Tax and Finance Office at Bartlett City Hall for \$20.00 or 1/15 of 1%. Bartlett Business Licenses are to be renewed on an annual basis.

#### 91.2 Low Voltage Contractors

When a Low Voltage Contractor does work in the city of limits of Bartlett they will be required to have a Shelby County Low Voltage Electrical License or a State of Tennessee Electrical License that includes Low Voltage (no LLE) and a Bartlett Business License before a permit can be acquired.

#### 91.3 Workmanship

All wiring shall be made in a neat and workmanlike manner.

### ADD Article 92:

#### 92 Permits

All electrical work requiring a permit must be applied for by a duly licensed and bonded contractor.

### ADD Article 93:

#### 93 Final Electrical Inspection

All light fixtures must have bulbs installed in all sockets of each fixture meeting the manufacturers recommended wattage before a final will be approved.

### AMEND Article 200 to Article 100 Definitions:

#### 100 Definitions

**Administrator**-Whenever the term “Administrator” is used in the Technical Codes herein adopted, it shall mean the Administrator of The City of Bartlett Code Official.

**Administrative Authority**-Whenever the term “Administrative Authority” is used in the Electrical Code herein adopted, it shall mean the Code Official.

## ELECTRICAL CODE

**Approved: Acceptable to the authority having jurisdiction**-Whenever the term “approved” is used in the NEC, it shall mean the Code Official.

**Building Contractor Registration**-The term Building Contractor Registration as used in the Building Code is defined to include any person, firm, or corporation whose principal business is to, or performing, any of the following: erect, construct, enlarge, alter, repair, move, improve, convert, or demolish any building or structure in the applicable jurisdiction, or cause the same to be done.

**Building Department**-Whenever the term “Building Department” is used the Technical Codes herein adopted, it shall mean The City of Bartlett, Tennessee.

**Building Official**-The officer or other designated authority, or their duly authorized representative, charged with the administration and enforcement of the Technical Codes.

**Chief Appointing Authority**-Whenever the term “Chief Appointing Authority” is used in the Technical Codes herein adopted, it shall mean the Mayor of The City of Bartlett, Tennessee.

**City, Municipality, or Governing Body**-Whenever the word “City” or “Municipality” or “Governing Body” is used in the Technical Codes herein adopted, it shall mean The City of Bartlett, Tennessee.

**Commercial, Industrial and Institutional Electrical Maintenance Electrician**-The term Commercial, Industrial and Institutional Electrical Maintenance Electrician is defined to include any person having in his charge the maintenance of electrical systems plants, buildings, or places.

**Electrical Contractor**-Whenever the term “Electrical Contractor” is used in the Electrical Code herein adopted, it shall mean an Electrical contractor who holds a current license issued by the Office of Construction Code Enforcement of Memphis & Shelby County or a properly registered Certified State Contractor.

**Electrical Contractor, Certified**-Certified Electrical Contractor is defined as an electrical or specialist contractor who has received a license from the Tennessee State Contractor Licensing Board after passing an examination to qualify for certification as an electrical or specialist contractor and complied with the registration procedure of the State of Tennessee.

**Electrical Fixture Installer**-The term Electrical Fixture Installer is defined to include any person having a license to engage in such business which shall authorize the holder thereof to secure permits only for assembling, installing and wiring of electric light fixtures, fixtures to be attached only to such outlets as have been properly installed by a licensed Electrical Contractor. Every Electrical Fixture Installer shall be required to have an Electrical Fixture Installer’s license from the Code Official of Memphis & Shelby County.

**Electrical Section**-Whenever the term “Electrical Section” is used in the Electrical code herein adopted, it shall mean the Electrical Section of The City of Bartlett Code Enforcement.

**Electrical or Specialist Contractor**-The term Electrical or Specialist Contractor as used in the Technical Codes is defined to include any person, firm, or corporation properly licensed or registered to engage in the business of installing, erecting, altering, repairing or contracting to install, erect, alter or repair electric wires, conductors, material, machinery, apparatus or systems used for the transmission of electrical power or electric light, heat, power, control or signal purposes.

**Elevator Installer**-The term Elevator Installer is defined to include any person who is licensed by the Code Official to install, service, alter or repair elevators of any type where electricity is used as a motive power. Each Elevator Installer shall be required to have an Elevator Installer’s License from the Board.



## ELECTRICAL CODE

**Employee**-Whenever the word “Employee” is used in the Technical Codes herein adopted, it shall mean a person working directly for a licensed contractor for wages or salary subject to federal and/or state payroll tax laws.

**Employment**-Employment shall be defined as set forth in the rules and regulations of the United States Internal Revenue Service.

**Industrial Plant Electrician**-The term Industrial Plant Electrician is defined to include any person licensed and regularly employed by an industrial manufacturing plant operated in the County for the purpose of maintaining the existing electrical equipment of said plant. Every Industrial Plant Electrician shall be required to have an Industrial Electrician license.

**Licensed Contractor**-Licensed Contractor will be the same as Contractor as defined by State of Tennessee Licensing Board, and the Technical Boards.

**Master Electrician**-The term Master Electrician as used in the Technical Codes is defined to include any duly certified person having the general charge and supervision of the business of an Electrical Contractor, whether on his own account, or as the manager or superintendent of a licensed Electrical Contractor. Every Master Electrician shall be required to have a Master Electrician’s license issued by the Code Official of Memphis & Shelby County.

**Mechanic Elevator Constructor**-A Mechanic Elevator Constructor is defined as an individual with no less than 4 years experience in the physical installation of elevators, hoists, dumbwaiters, and the wiring related thereto as described under JEC Section 308.

**(Add Definition)**

**Moveable** -Capable of being moved by one person without causing damage to floor. *(Island on wheels)*

**National Electrical Code**-Whenever the word “National Electrical Code” is used in the Technical Codes herein adopted, it shall mean the National Electrical Code and Local Amendments and will be known as the Electrical Code of The City of Bartlett.

**Residential Electricians**-The term Residential Electrician as used in the Technical Codes is defined to include any person having the general charge of supervision of the business of installing, erecting or repairing electrical wires, conductors, moldings, conduit, apparatus, devices, systems, or instruments for single family or two-family dwellings only, whether on his/her own account or as the manager or superintendent of a Licensed Residential Electrical Business.

**Right of Control**-When the term “Right of Control” is used, it shall be understood to mean right of control in accord with Tennessee Law, statutory and common, relating to partnership, and business law.

**State of Tennessee Certified Licensed Contractor (E, M, P)**-Defined as a Contractor Licensed by the State of Tennessee who is not required to have a journeyman or apprentice on the job site. Also, employees are not required to be registered.

**Supervising Sign Installer**-The term supervising Sign Installer is defined to include any person licensed to assemble, install, alter, repair, and service illuminated signs, including outdoor on-premise signs or the secondary wiring required for indoor signs such as neon and outline lighting and the assembling, installing and wiring of electric light fixtures where such fixtures can be attached to existing outlets which have been properly installed by a licensed, bonded, and insured Electrical Contractor. All such work shall be performed in strict accordance with the Electrical Code and the NEC.

**Wiring Definition**-Wiring, as described in this section, shall mean the service entrance conduit and conductors, busways, bus bars or other devices connecting an overhead or underground source of power to the electrical metering equipment, and all equipment, apparatuses, conductors, busways, bus bars, and other items connected to the load side of the electrical metering equipment or main disconnect switch(es).

**ELECTRICAL CODE****101.0 Tense, Gender and Number**

Words used in the present tense include the future. Words in the masculine gender include the feminine and neuter. Words in the feminine and neuter gender include the masculine. The singular number includes the plural and the plural number includes the singular.

**(Add Section)****COMMERCIAL/ INDUSTRIAL INSTALLATIONS****ADD Article 210:****210 Wiring Methods for Living Quarters in Commercial Occupancies**

Living quarters located in connection with commercial building shall be wired in accordance with requirements for the commercial portion and may have separate meters.

**ADD the following Articles:****210.26 General Wiring Requirements; Ampacity of Circuits and Number of Outlets per Circuit**

**210.26(A)** Circuits supplying convenience outlets, lighting or appliances shall have a minimum capacity of 20 amperes.

**210.26(B)** Not more than six convenience outlets or floor box receptacles, single or duplex shall be connected to on 120-volt circuit. Convenience outlets shall not be installed on lighting circuits.

**ADD New Article 220.16(C):****220.16(C) Responsibility for Service and Feeders; Designing, Installing, or Adding Electrical Load**

Any person, firm or corporation designing, installing or adding load to an existing electrical system shall be responsible that the main service conductors, main service equipment and feeders on which the additional load is added shall be of the proper size for the total connected load as required by the Electrical Code.

**(Revise Section)****ADD New Article 230.28(C):**

**230.28(C)** A 2" rigid metal conduit or 2" IMC conduit will be the minimum size allowed for an overhead service mast when used as the service attachment device. The conduit shall be securely mounted to withstand a minimum pull of 2,000 pounds.

**(Revise Section)****ADD New Article 230.2 (F)(G):****230.30 Marking and Labeling of Service Equipment; Devices to be Identified**

**230.30(F)** The service disconnecting means meters for multiple occupancy buildings shall be legibly and permanently marked showing occupancy or apartment designation.

## ELECTRICAL CODE

**230.30(G)** Each meter of all multiple meter installation shall be permanently and legibly identified with a tag showing the occupancy designation and located so as to be visible after installation in a manner acceptable to MLGW.

**ADD the following New Articles:**

**230.70(A) (1) (a) Service Entrance Conductors without Over Current Protection**

Service entrance conductors without over current protection shall not extend more than 15 feet inside a building measured from the point of entrance.

**230.201 Service and Feeder Requirement in Excess of 600 Volts; Design Requirements**

**230.201(A)** System installed by contractors for private owners above 600 volts shall be designed by a Registered Professional Engineer in accordance with the requirement of MLGW and the NEC.

**230.201(B)** The plans of such systems shall be approved by the Building Official and MLGW prior to installation.

**(Delete Section):**

~~**230.213 Service Sizes over 600 Amperes**~~

~~Service conductors to an overhead secondary shall terminate in a busway weather head when the ampacity requirement is in excess of 600 amperes. Lugs shall be provided to meet the requirements of MLGW and the weather head busbars shall meet all requirements of the NEC.~~

~~**Exception:** When proper ampacity can be provided with two conductors per phase not larger than 750 KCMIL the bushing may be omitted.~~

**(Revise Section):**

**300.4(A) Wiring Methods Inside Buildings where the Voltage is less than 600 volts**

In order to provide a greater degree of protection from electrical fires, all electrical wiring for lighting, receptacles, appliances, power and controls in construction, alteration or repair of buildings shall be installed in rigid or intermediate metallic conduit, electrical metallic tubing, surface metal raceway, under floor raceway, wire way, busway, MC Cable, Rigid PVC, ENT, or other approved wiring methods.

~~**DELETE Article 310.2(B) and REPLACE with the following:**~~

~~**310.2(B)** Conductor Material shall be of copper.~~

~~**310.2(C)** Aluminum and copper-clad aluminum shall not be allowed.~~

**ADD the following New Article:**

**310.104 (1)** Aluminum conductors shall be permitted under any of the following conditions:

1. Indoor Installations.

(a) Sizes No, 1/0 AWG and larger

**DELETE the following Articles and REPLACE with:**

**Delete Article 320 of NEC and replace with the following:**

**320** Armored Cable shall not be used.

**ELECTRICAL CODE****Delete Article 322 of NEC and replace with the following:**

**322** Flat cable assemblies shall not be used.

**Delete Article 324 of NEC and replace with the following:**

**324** Flat conductor cable shall not be used.

**ADD Article 680.20(A):****680.20 (A) Pool Alarms**

As of January 1, 2011, Tennessee Code Annotated Title 68, Chapter 14 requires a pool alarm to be installed on any structure that is intended for swimming or recreational bathing and contains water over thirty-six inches (36”) deep. This includes, but is not limited to in-ground, above ground and on-ground swimming pools, hot tubs, and non-portable spas (T.C.A. 68-14-802 (3)).

A “pool alarm” means a device which emits a sound of at least fifty (50) decibels when a person or an object weighing fifteen (15) pounds or more enters the water in a swimming pool. But shall not include swimming protection alarm devices designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water (T.C.A. 68-14-802 (1)).

Each person, enterprise, agency or entity that purchases or acquires a swimming pool to be installed after the effective date of this act shall install a pool alarm before using or making available for use such swimming pool (T.C.A. 68-14-804).

When an electrical inspection is required for the installation of a swimming pool, the electrical inspector shall not give final approval for the electrical wiring unless a properly functioning swimming pool alarm has been installed (T.C.A. 68-14-805 (a)).

No local government shall issue a building permit for the construction or substantial alteration of a swimming pool located at a residential dwelling unless the project calls for a functioning swimming pool alarm to be installed prior to the completion of the construction project (T.C.A. 68-14-805 (b)(1)).

It is an offense for any person, firm, association or corporation to knowingly accept a building permit for a swimming pool located at a residential dwelling unless a functioning swimming pool alarm will be installed prior to the completion of the construction project (T.C.A. 68-14-805 (b)(2)).

**701.2.1.1 Exception 1:** See City of Bartlett Ordinance # 93-14, Codified Ordinance # 09-0604 (Weather Proof Panels). Except by special permission from the City of Bartlett Director of Code Enforcement and the City of Bartlett Electrical Inspector.

## IRC CHAPTER 34-43 AMMENDMENTS TECHNICAL RULES APPLICABLE TO RESIDENTIAL OCCUPANCIES (ONE & TWO FAMILY DWELLINGS)

### **Add Section:**

**3402.4 Wiring Penetrations** All wiring penetrations of top plates shall be sealed with caulk or other sealing material.

### **Add Section:**

**3405.8 Weather Proof Panels** Weather proof panels are not allowed in Bartlett as per City Of Bartlett Ordinance #93-14, Codified Ordinance #09-0604

### **Add Section:**

**3601.8 Unprotected Service Conductors Length** Service entrance conductors without over current protection shall not be extended more than 15 feet inside a building measuring horizontal from the point of entrance.

### **Add To Section 3702:**

**3702.14** Any residential appliance or equipment rated at 1000 watts and any electric motor of  $\frac{1}{2}$  horse power or larger shall be supplied by individual circuits of adequate capacity for the device to be connected. Receptacles installed in such circuits shall be single opening grounding type rated at 125% of the name plate current of the equipment to be connected, but in no case shall they be rated less than 20 amperes. Service outlets installed at heating equipment may be duplex outlets rated at 20 amperes. (Example: Microwave)

### **Add To Section 3703:**

**3703.3(A) Electric Washer-Dryer Combinations.** - Electric washer-dryer combinations rated 5KW or less may be wired on a 30-ampere circuit with a 30 ampere grounding type receptacle. The service demand shall be 20 amperes.

### **Add To Section 3706:**

**3706.1 Weather Proof Panels** Weather proof panels are not allowed in Bartlett as per City Of Bartlett Ordinance #93-14, Codified Ordinance #09-0604

### **Add Section:**

#### **3802.2.2.3 Installation Requirements; Cable Installation**

**General.** - Assemblies with conductors smaller than No. 8 AWG must be run through bored holes, except that in attics where the distance between the top of the ceiling joist and bottom of rafters is two feet or less, the cable may be secured directly to structural members.

### **Add Section:**

**3802.2.2.4 Truss Roof Construction Installation.** - In truss roof construction, cable assemblies with conductors smaller than No. 8 AWG may be secured to the bottom of top chord trusses or may be secured to the top of the bottom chord of trusses and/or may be secured to other structural members, except that protection for cable assemblies shall be required within 6 feet of the nearest edge of scuttle hole or attic entrance. Nominal 2 x 4 truss members shall not be bored for cable assemblies.

## ELECTRICAL CODE

**Add Section:**

**3802.2.2.5 Securing Methods for Cable.** - Service entrance cable and non-metallic sheathed cable, 8 AWG or larger, may be secured directly to permanent structural members on attics and lower edges of joists under houses and unfinished basements. Where distance between ceiling joist and bottom rafters is two feet or less in attics, cable may be run on top of joists or lower edges of roof rafters. Where cable is run parallel to joists, it shall be secured at intervals not exceeding 4-1/2 feet. Where cable is run across joists, it shall be secured on every other joist.

**Add To Section 3901:**

**3901.4.2 Exception Island Receptacles.** Receptacles are not required on moveable island counters without appliances. (SEE DEFINITIONS)

**Add Section 3910:**

**3910 Fire Damage and Building Relocations** Buildings moved from one location to another that are to be used as a single family dwelling shall meet the following requirements:

**3910.1** Service entrance conductors shall be governed by new service rules.

**Add Section:**

**3910.5** An inspection and written FIRE RULING must be obtained from the City Of Bartlett Code Enforcement Office prior to commencing work on fire damaged jobs.

**Add Section:**

**IRC R314.4 Power for Smoke Detection Circuits** Smoke Detectors required by the International Residential Code and installed within dwelling units shall not be connected as the only load on a branch circuit. Such detectors shall be supplied by branch circuits having lighting loads consisting of lighting outlets in habitable spaces.

## Chapter 17- Technical Rules Applicable To Residential Occupancies (One & Two Family Dwellings)

### Section 1701 General Requirements

**1701.1 Applicability** – Chapter 17 shall apply to all one- and two-family dwellings except that sections 1703 and 1711 shall not apply where the prescriptive requirements of the NEC are met. Where the feeder and service loads are calculated in accordance with the NEC, the load calculations shall be submitted with the permit application.

**1701.2 ARC Fault Protection.** Arc Fault Circuit Interrupter protection shall not be required for bathrooms, garages, and unfinished basements; and for individual branch circuits supplying refrigeration equipment.

**Section 1701.3 Additional Load For Existing Occupancies** – On existing residential occupancies where the main service to each dwelling consist of No. 8 AWG conductors, additional load may be added without increasing the service conductor size, provided the sum of the existing load and additional load as computed shall not exceed 40 amperes per phase or leg.

### Section 1703 - Load Calculations

**1703.1 General** - The load for services and feeders shall be permitted to be calculated in accordance with this section in lieu of the methods required by Article 220 of the National Electrical Code. Where this method is used the installation shall comply with all of the provisions of this Chapter.

**1703.2 General Purpose Circuits** - The service conductors, feeder and service equipment in single and two family residential occupancies, for general purpose circuits shall have a capacity of not less than 10 amperes for each of the first six 120 volt 2-wire branch circuit; not less than 5 amperes for the next six 120 volt 2-wire branch circuits, and all other 120 volt 2-wire branch circuits 13 and over shall be computed at 3.5 amperes each.

**1703.3 Addition Of Load** - On existing jobs where additional load is being installed, services, feeders, and service equipment shall be increased to provide for the additional load.

**1703.4 Range Service Requirements** - Where the total connected single-family range does not exceed 17 KW, a service and/or feeder demand of 35 amperes may be used. Conductors supplying outlets for ranges other than built-in type shall be of sufficient size for the range connected, but in no case shall they be smaller than number 8 copper (AWG) rated at 50 amperes. Receptacles used for disconnecting means shall be rated at 50 amperes and supplied by a 50-ampere overcurrent device. Cook tops may be wired with #10 conductors and protected by 30 ampere over current devices.

**1703.5 Electric Washer-Dryer Combinations** - Electric washer-dryer combinations rated 5KW or less may be wired on a 30-ampere circuit with a 30 ampere grounding type receptacle. The service demand shall be 20 amperes.

**1703.6 Spare Circuits For Lighting And Appliances** - Spare lighting and appliance branch circuits shall be computed as circuits in use.



**1703.7 Other Spare Circuits** - Spare circuits for loads other than lighting and appliances shall be computed on the basis of their intended use, or where the future load is not known, the average of the connected load of similar circuits in use on the premises.

**1703.8 Other Loads** – Loads for appliances and equipment not listed in this section shall be calculated in accordance with the 2014 National Electrical Code.

**Section 1704 Unprotected Service Conductors Length** – Service entrance conductors (without over current protection) shall not extend more than 15 feet inside a building measuring horizontal from the point of entrance.

**Section 1705 Minimum Service Size** - No service shall be installed with less than #6 AWG. In new single-family dwellings and in each unit of duplex residential dwellings, the service entrance conductors shall have the equivalent capacity of not less than the following:

1. 100-amperes for residences with an area of 501 square feet through 1,500 square feet; the service conductors shall extend from the service head to the terminals of the first over current devices or the distribution equipment.
2. 200-amperes for residences with an area of 1,501 square feet through 3,000 square feet; the service conductors shall extend from the service head to the line terminals of the first over current devices or the distribution equipment.
3. 225-amperes for residences with 3,001 through 4,000 square feet, the service conductors shall extend from the service head to the line terminals of the first over current device or distribution equipment.
4. 400 amperes for residences with over 4,000 square feet, the service conductors shall extend from the service head to the line terminals of the meter socket.

**Section 1706 Service Conductor Splicing** - On existing installations, the conductors from the meter to the service drop may be extended splices being made with the appropriate fittings. On new installations, service entrance conductors from the meter to the service drop shall be without splices, except as permitted by Section 1501.4.

### **Section 1707 Service Equipment & Meters; Location And Requirements.**

**1707.1 Location** - Location of services outlets, meters, and metering equipment shall conform to the requirements of MLGW.

**1707.2 Location Of Disconnect** - Disconnect means shall always be located on the load side of metering equipment.

**1707.3 Additional Taps On Existing Residential Installations** - On existing residential installations, in addition to the tap or connection from the load terminals of the meter socket to the line terminals of the main or sub-division switch, and that from the load terminals of the main or subdivision switch to the load, two additional taps to load may be made, one from the load terminal of the meter socket and one from either the line terminals or the load terminals of the main or sub-division switch.



**1707.4 Taps for Alternative Energy Metering Equipment** - A tap complying with MLGW requirements shall be permitted to be made to conductors or equipment on the line side of metering equipment, within the metering equipment enclosure, for the connection of alternative energy source metering equipment to the premises wiring system

## **Section 1708 Wiring Methods; Single & Two Family Occupancies**

**1708.1 General** - Nonmetallic-sheathed cable and service-entrance cable shall be permitted to be used in one- and two-family dwellings. Where nonmetallic-sheathed cable is extended through outside walls or floors the cable shall be run through a conduit nipple, properly bushed. Roof sheathing must be completed before cable is installed.

**1708.2 Securing Methods For Cable** - Service entrance cable and non-metallic sheathed cable, 8 AWG or larger, may be secured directly to permanent structural members on attics and lower edges of joists under houses and unfinished basements. Where distance between ceiling joist and bottom rafters is two feet or less in attics, cable may be run on top of joists or lower edges of roof rafters. Where cable is run parallel to joists, it shall be secured at intervals not exceeding 4-1/2 feet. Where cable is run across joists, it shall be secured on every other joist.

## **Section 1709 Installation Requirements; Cable Installation**

**1709.1 General** - Assemblies with conductors smaller than No. 8 AWG must be run through bored holes, except that in attics where the distance between the top of the ceiling joist and bottom of rafters is two feet or less, the cable may be secured directly to structural members.

**1709.2 Truss Roof Construction Installation** - In truss roof construction, cable assemblies with conductors smaller than No. 8 AWG may be secured to the bottom of top chord trusses or may be secured to the top of the bottom chord of trusses and/or may be secured to other structural members, except that protection for cable assemblies shall be required within 6 feet of the nearest edge of scuttle hole or attic entrance. Nominal 2 x 4 truss members shall not be bored for cable assemblies.

**1709.3 Branch Circuit Installation** - All branch circuit conductors shall be properly joined and terminated prior to rough-in inspection.

## **Section 1710 - Wiring Methods Service Requirements for Townhouses**

**1710.1 Definition** – A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a yard or public on not less than two sides.

**1710.2 Meter Location** – The electric meter for townhouses shall be located on the apartment unit it serves.

## Section 1711 Minimum Requirements for Dwellings Using the Shelby County Optional Calculation Method (1703)

**1711.1 Applicability** - This section amends the requirements of the NEC for dwelling units that have the service and feeder loads calculated in accordance with Section 1703. Where this optional method is used, the dwelling unit shall comply with all of the requirements of this section. This section shall not apply to dwelling units wired in accordance with the 2014 NEC. Wherever floor areas are mentioned herein, it shall be understood that such areas are to be calculated from the outside dimensions of the building and by the number of floors.

**1711.1.2.1 Locations Not Included In Area** - Carports, open porches, unfinished attics, basements, and rooms not connected to the house shall not be computed in the area requirements.

**1711.1.2.2 Omissions Allowed For Lighting Circuits** - Living rooms and dens without lighting outlets shall be omitted from floor area calculations for lighting circuit calculations.

**1711.1.2.3 Kitchen Exclusion** - The area of the kitchens supplied by special kitchen circuits shall be omitted from the floor area calculations for receptacles.

**1711.2.1 Branch Circuit Wiring** - At least one lighting outlet shall be installed in each room, including bathrooms, toilet rooms, halls, and storage rooms, on porches, and at outside entrances without porches, in attics where stairs are installed or provided, and in basement rooms, attached garages, except in living rooms, bedrooms, and dens where one or more convenience outlets are controlled by wall switch. Porch and outside entrance lights shall be wall switched. Switch shall be adjacent to door where practicable. Attic light shall be installed close to or over attic stairs and controlled by wall switch. Switches for lighting outlets shall be located on the strike side of doors; if this is not possible, it shall be located as near the door as possible, but in no case shall it be behind the door swing.

**1711.2.2 Lighting Circuits, Minimum Required** - At least one lighting circuit shall be installed for each 750 square feet of floor area or fraction of this area, in residential occupancies. Not more than 12 lighting outlets shall be connected to any lighting circuit. Lighting circuits may be wired with 14-gauge wire and protected by 15-amp overcurrent devices. Receptacles shall not be supplied by lighting circuits.

**1711.2.3 Bathrooms** - Toilet rooms that have a washbasin and bathrooms shall have one convenience outlet adjacent to each sink. Halls having over 50 square feet of floor space shall have at least one convenience outlet.

**1711.2.4 Special Installation Allowed** - Where the required number of convenience outlets is installed in a room, and due to special conditions it is impractical to space them 12 feet apart, they may be spaced in the most practical manner as near as possible to the 12 foot requirement.

**1711.2.5 Separate Eating Areas** - Receptacle outlets in eating areas, which are or are not a part of the kitchen may be installed as part of the kitchen receptacle circuits, or installed on receptacle circuits.

**1711.2.6 - Kitchen Circuits** -Two or more circuits, each protected at 20 amperes, and with each such circuit supplying not more than three convenience outlets, shall be installed in every kitchen in new buildings or where kitchens are completely remodeled, or where kitchens are added to existing building, or where existing kitchens are enlarged. A vent-a-hood, gas fired appliance or electric clock may be wired as the fourth outlet on a kitchen circuit. These circuits and outlets shall not extend beyond the kitchen (**except as permitted in Section 1715.5**).

**1711.2.7 - Electric Clothes Washing Machines** - Electric clothes washing machines shall be installed on a separate circuit.

**1711.2.8 - Central Vacuum Power Units** - Permanently installed central vacuum cleaner power units shall be installed on a separate circuit.

**Section 1711.2.9 - Garage, Storage, Basements And Carports** – Attached and detached garages, and attached carports, basements, and storage areas of 20 square feet or more in area shall have a minimum of one grounding type convenience outlet and one lighting outlet, which may be combined if supplied by a 20-ampere circuit. Such outlets shall not include those installed for door openers and freezers.

**Section 1711.2.10 - Detached Living Quarters** – Rooms connected to a house and used, as living quarters shall comply with requirements for installation of convenience outlets. Ceiling outlets may be combined with the convenience outlet on a 20-ampere circuit in rooms not exceeding 250 square feet.

**Section 1711.2.11 - Receptacle Circuits** – Not more than 16 convenience outlets, single or duplex shall be connected to any circuit and no single circuit shall supply and area of more than 750 square feet. Receptacle circuits shall be wired with 12-guage wire and protected by 20-amp overcurrent devices.

**Section 1711.2.12 - Special Convenience Lighting** – Special wall convenience outlets for clocks, fans, etc., located 5 feet or more above floor level shall not be considered as complying with the convenience outlet required in each room, but such special wall outlet may be connected to either lighting or convenience outlet circuits.

**Section 1711.2.13 - Room Additions**– Rooms added to existing residential occupancies, where the addition does not exceed 250 square feet of floor areas, the lighting and convenience outlets, not exceeding 12, may be connected to the same circuit, and not less than 20 ampacity wires can be used. This shall not apply to kitchen additions.

**Section 1712 Small Appliance Circuits** – For installations not utilizing the optional methods permitted by sections 1703 and 1711, the small appliance circuits required by Section 210.11(C) of the NEC shall have the load evenly proportioned between the circuits by having each adjacent receptacle in the area(s) served supplied by a different circuit.

## **Section 1720 Branch Circuits Existing Residential Occupancies; General Wiring Requirement – (Minimum Property Standards)**

**1720.1 Removal Of Unsafe Wiring** - In existing dwelling building previously wired with cord wiring, unauthorized extensions, or where other hazardous wiring conditions exist, all hazardous wiring shall be removed, and the new wiring installed to comply with the minimum requirements.

**1720.2 Wiring Upgrade For Substandard Dwellings** - Existing substandard dwellings shall be wired to meet the minimum requirements as stated below.

**1720.3 Retention Of Existing Wiring** -Existing portions of dwelling buildings may be wired with 15-ampere capacity circuits for lighting and 20-ampere capacity circuits for receptacles.

**1720.4 Required Receptacles, Circuits, Special Location Standards And Lighting Outlets** - In determining the minimum number of receptacles or lighting outlet in each room of a building, their location in such rooms, the circuits required to properly accommodate such receptacles and outlets and related requirements, the standards and minimum requirements established in the 2003 Edition of the ICC Property Maintenance Code, or any later edition hereafter adopted by Memphis and Shelby County, shall be used to locate, size, type and establish the minimum number of such items.

**Section 1721 Fire Damaged Buildings** - An inspection and written ruling must be obtained from the MSCCE prior to commencing work, other than demolition work or temporary service, on fire damaged building.

**Section 1722 Building Relocation** – Minimum Requirements Buildings moved from one location to another that are to be used as a single-family dwelling shall meet the following minimum requirements:

1. Service entrance conductors shall be governed by new service rules.
2. Kitchens shall have no less than two circuits with a maximum of 3 convenience outlets per circuit.
3. Lights and convenience outlets shall comply with existing branch circuit residential occupancies general requirements.



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 08/28/18 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

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## **Special seasonal event permit for Big Jim's Christmas Trees and Pumpkin Sales.**



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

6777 STAGE RD Address 38134 Zip Code  
9-20-2018-12-20-2018 Dates of the Event 9am-9pm Hours of the Event  
SEASONAL SALES; CHRISTMAS TREE & PUMPKINS Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)  
MARK BOYD Property Owner  
JIMMY WADE Special Event Permit Applicant Big Jim's SEASONAL SALES Address of Applicant  
901-568-0505 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

64.00 Total

J. Wade Responsible Person

7-19-2018 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: SEASONAL SALES CHRISTMAS TREES & PUMPKINS  
 Location: 6777 STAGE RD.  
 Dates: 9-20-2018

### Type of special event: (Check one.)

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

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input checked="" type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Performance standards:

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

|                            | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments              |          |                       |         |                          |         |                    |         |                            |         |                         |
|----------------------------|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|-------------------------|
| 9                          |                          | ✓  |     | <p><i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table> | Type of Special Event | Duration | Type 1: Noncommercial | 30 days | Type 2: Special Seasonal | 90 days | Type 3: Commercial | 14 days | Type 4: Public Attractions | 14 days | 9-20-2018<br>12-20-2018 |
| 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-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          | ✓  |     | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          | ✓  |     | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          | ✓  |     | <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-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments |
|----|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 19 |                          | ✓  |     | <p><i>Area of parking lot dedicated to outdoor special events.</i></p> <p>a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure.</p> <p>b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.</p> |          |
| 20 |                          | ✓  |     | <p><i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.</p>                                                                                                                                                                                                          |          |
| 21 |                          | ✓  |     | <p><i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |

## Conditions

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

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



### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

### Special event permit - authorization by Permitting Official

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

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



# Boyd & Sons Real Estate & Investment, Inc.

8487 Pleasant Ridge Road  
Arlington, TN 38002  
829-3289

## Bartlett Code Enforcement

With Your Approval, I give Jimmy Wade permission to sell Pumpkins & Christmas Trees at the Stage Rd Plaza Shopping Center at 6743 Stage Rd. Bartlett, Tenn. 38134.

I appreciate your corporation. Thank You.

Sincerely,

*Mark D Boyd*

Mark D Boyd

*Mark D Boyd*

*Mark D Boyd* ~~8-22-17~~ 8-14-17

*Mark D Boyd* 8-19-18



02/28/2015





WADEJAM-01

CBUSSELL

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/31/2018

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

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

|                                                                                  |  |                                                                                                                  |  |
|----------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>McDonald Insurance LLC<br>5820 Stage Rd<br>Bartlett, TN 38134 |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (901) 385-1234<br>FAX (A/C, No): (901) 388-9526<br>E-MAIL ADDRESS: |  |
|                                                                                  |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                             |  |
|                                                                                  |  | <b>INSURER A : Nationwide Mutual Insurance Company</b>                                                           |  |
|                                                                                  |  | <b>INSURER B : FirstComp</b>                                                                                     |  |
|                                                                                  |  | <b>INSURER C :</b>                                                                                               |  |
|                                                                                  |  | <b>INSURER D :</b>                                                                                               |  |
|                                                                                  |  | <b>INSURER E :</b>                                                                                               |  |
|                                                                                  |  | <b>INSURER F :</b>                                                                                               |  |

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | ACPGLO5675249935 | 09/02/2018              | 09/02/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                    |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                              |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                       |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               |           | N/A      | MWC0037819-06    | 09/21/2018              | 09/21/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |

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

**CERTIFICATE HOLDER**
**CANCELLATION**

 CITY OF BARTLETT  
 CODE ENFORCEMENT  
 6382 STAGE RD  
 Bartlett, TN 38134

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

AUTHORIZED REPRESENTATIVE



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

## SCHEDULED

### RESOLUTION (ID # 2397)

Meeting: 08/28/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2397

## **Resolution 24-18, an initial resolution authorizing the issuance of not to exceed five million eight hundred fifty thousand dollars (\$5,850,000) general obligation public improvement bonds of the City of Bartlett, Tennessee.**

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of Bartlett, Tennessee (the "Municipality" or "City") that for the purpose of financing, in whole or in part, the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of public buildings and facilities, including a municipal center, justice center, performing arts and conference center and parks and recreational facilities; (ii) acquisition of public safety vehicles; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$5,850,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Clerk of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$5,850,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

### NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Clerk of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Stefanie McGee, City Clerk

Adopted and approved this 28<sup>th</sup> day of August, 2018.

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

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

ATTEST:

\_\_\_\_\_  
 Stefanie McGee, City Clerk

STATE OF TENNESSEE )

COUNTY OF SHELBY )

I, Stefanie McGee, certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August 28, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$5,850,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 28<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
 City Clerk

(SEAL)

25250452.1

The Board of Mayor and Aldermen of the City of Bartlett, Tennessee, met in regular session on August 28, 2018, at 7:00 p.m. at the City Hall, Bartlett, Tennessee, with the Honorable A. Keith McDonald, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Stefanie McGee, City Clerk; Dick Phebus, Director of Finance; and Mark Brown, Chief Administrative Officer.

After the meeting was duly called to order, the following resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and after due deliberation, was adopted by the following vote:

AYE:

NAY:



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### RESOLUTION (ID # 2398)

Meeting: 08/28/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2398

**Resolution 25-18, a resolution authorizing the issuance of general obligation public improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$5,850,000 in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.**

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Bartlett, Tennessee (the "Municipality" or the "City"), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to finance public works projects; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of public buildings and facilities, including a municipal center, justice center, performing arts and conference center and parks and recreational facilities; (ii) acquisition of public safety vehicles; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$5,850,000 general obligation bonds for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$5,850,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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



Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the not to exceed \$5,850,000 General Obligation Public Improvement Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) “Governing Body” means the Board of Mayor and Aldermen of the Municipality.

(h) “Mayor” shall mean the Mayor of the Municipality.

(i) “Municipal Advisor” means PFM Financial Advisors LLC, Memphis, Tennessee.

(j) “Projects” means the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of public buildings and facilities, including a municipal center, justice center, performing arts and conference center and parks and recreational facilities; (ii) acquisition of public safety vehicles; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges,

including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; and (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.

(k) “Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B are an engagement letter (the “Municipal Advisor Engagement Letter”) by the Municipal Advisor and an engagement letter (the “Bond Counsel Engagement Letter” and, together with the Municipal Advisor Engagement Letter, the “Engagement Letters”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for their respective services in connection with the issuance of the Bonds. The Bond Counsel Engagement Letter details the attorney- client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the Mayor to execute the Engagement Letters, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, (i) the cost of the Projects, (ii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$5,850,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Public Improvement Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing March 1, 2019. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on September 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2019 through 2038, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by

sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby

authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor

Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY

RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR

(vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be

able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number\_\_\_\_\_REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE COUNTY  
OF SHELBY  
CITY OF BARTLETT  
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2018

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP

No.: Registered Owner:

Principal  
Amount:

FOR VALUE RECEIVED, the City of Bartlett, Tennessee (the "Municipality" or "City") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on March 1, 2019, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of

\_\_\_\_\_, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the

person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof,



with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to

(i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing

\_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

| <u>Final Maturity</u>                     | <u>Redemption Date</u> |
|-------------------------------------------|------------------------|
| Principal Amount of <u>Bonds Redeemed</u> |                        |

\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty

(20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating [\$\_\_\_\_\_] and issued by the Municipality to finance the (i) acquisition of land for and construction, repair, renovation, improvement and equipping of public buildings and facilities, including a municipal center, justice center, performing arts and conference center and parks and recreational facilities; (ii) acquisition of public safety vehicles; (iii) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) payment of costs incident to the issuance and sale of the bonds authorized, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on August 28, 2018 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Clerk under the corporate seal of the Municipality, all as of the date hereinabove set forth.

THE CITY OF BARTLETT, TENNESSEE

By: \_\_\_\_\_ Mayor

(SEAL)

ATTESTED

:

City Clerk

Transferable and payable at the  
principal corporate trust office of:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: \_\_\_\_\_ Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of the City of Bartlett, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

**NOTICE:** Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

**Section 7. Levy of Tax.** The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct

appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8.      Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than March 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series does not occur after 2038.

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by

the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official

statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Bartlett 2018 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the

Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);



- (c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall be direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg.

§1.150-2.

(c) The Governing Body hereby designates the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on August 28, 2018.

Register

Mayor

ATTEST:

City Clerk

STATE OF TENNESSEE ) COUNTY OF SHELBY )

I, Stefanie McGee, certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on August 28, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Public Improvement Bonds.

WITNESS my official signature and seal of said Municipality on August 28, 2018.

City Clerk (SEAL)

EXHIBIT AEstimated Interest Expense and Costs of Issuance

| Period<br>Ending | Principal | Coupon | Interest     | Debt Service |
|------------------|-----------|--------|--------------|--------------|
| 06/30/2019       |           |        | 93,471.25    | 93,471.25    |
| 06/30/2020       | 155,000   | 4.000% | 235,550.00   | 390,550.00   |
| 06/30/2021       | 160,000   | 4.000% | 229,250.00   | 389,250.00   |
| 06/30/2022       | 170,000   | 4.000% | 222,650.00   | 392,650.00   |
| 06/30/2023       | 175,000   | 4.000% | 215,750.00   | 390,750.00   |
| 06/30/2024       | 185,000   | 4.000% | 208,550.00   | 393,550.00   |
| 06/30/2025       | 190,000   | 4.000% | 201,050.00   | 391,050.00   |
| 06/30/2026       | 200,000   | 5.000% | 192,250.00   | 392,250.00   |
| 06/30/2027       | 210,000   | 5.000% | 182,000.00   | 392,000.00   |
| 06/30/2028       | 220,000   | 5.000% | 171,250.00   | 391,250.00   |
| 06/30/2029       | 230,000   | 5.000% | 160,000.00   | 390,000.00   |
| 06/30/2030       | 245,000   | 5.000% | 148,125.00   | 393,125.00   |
| 06/30/2031       | 255,000   | 5.000% | 135,625.00   | 390,625.00   |
| 06/30/2032       | 270,000   | 5.000% | 122,500.00   | 392,500.00   |
| 06/30/2033       | 285,000   | 5.000% | 108,625.00   | 393,625.00   |
| 06/30/2034       | 295,000   | 5.000% | 94,125.00    | 389,125.00   |
| 06/30/2035       | 315,000   | 5.000% | 78,875.00    | 393,875.00   |
| 06/30/2036       | 330,000   | 5.000% | 62,750.00    | 392,750.00   |
| 06/30/2037       | 345,000   | 5.000% | 45,875.00    | 390,875.00   |
| 06/30/2038       | 365,000   | 5.000% | 28,125.00    | 393,125.00   |
| 06/30/2039       | 380,000   | 5.000% | 9,500.00     | 389,500.00   |
|                  | 4,980,000 |        | 2,945,896.25 | 7,925,896.25 |

## Delivery Date Expenses:

Cost of Issuance

80,000.00

Underwriter's Discount

34,860.00

114,860.00



## EXHIBIT B

### Municipal Advisor Engagement Letter

July 2, 2018

Mark Brown  
City Administrator

Dick Phebus  
Finance Director

City of Bartlett, TN  
6400 Stage Road  
Bartlett, TN 38134

Dear Mr. Brown and Mr. Phebus:

**pfm**

530 Oak Court Drive  
Suite 160  
Memphis, TN 38117  
901.682.8356

[pfm.com](http://pfm.com)

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Bartlett, Tennessee (the “Client”), pursuant to that certain Resolution of the City of Bartlett, TN dated August 28, 2018 (the “Authorizing Resolution”). PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by the Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM’s prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client together with this Agreement.



PFM's services will commence as soon as practicable after the execution of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and the PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from July 3, 2018 until June 30, 2019 (the "Initial Term"), shall automatically renew for additional two (2) one- year periods (each a "Renewal Term" and together with the Initial Term, the "Term") and shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client.

Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The following professional employees of PFM will provide the services set forth in this Engagement Letter: Ricardo Callender, Lauren Lowe, Nick Yatsula, Lisa Daniel. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter and the Authorizing Document represent the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**



Lauren S. Lowe  
Managing Director



## **EXHIBIT A**

### **SCOPE OF SERVICES**

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects and grants, and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.



- Conduct strategic modeling and planning and related consulting.
- Attend meetings with Client's staff, consultants and other professionals and the Client.
- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.

- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**1. Fixed Rate Transaction Fees (Competitive and Negotiated)**

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

| <b>Bond Size (\$000)</b> | <b>Issuance Fee per \$1,000<sup>(A)(B)</sup></b> |
|--------------------------|--------------------------------------------------|
| First \$5 million        | \$3.00                                           |
| Next \$5 million         | \$2.50                                           |
| Next \$15 million        | \$2.00                                           |
| Over \$25 million        | \$1.00                                           |

<sup>(A)</sup> Based upon Par Amount and is subject to a minimum fee of \$20,000 per transaction and a not to exceed amount of \$85,000 per transaction.

<sup>(B)</sup> For services rendered with respect to any revenue or refunding financings, PFM proposed fee will carry a premium of 25%.

**2. Other Transaction Fees**

Short Term Notes (Less than 2 years)                      60% of Fees above + Expenses

**3. Hourly Project Fees (Non-Transaction Related)**

PFM will not charge for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the Client's request, accrued time will be billed as follows:

| <b><u>Experience Level</u></b> | <b><u>Hourly Rate</u></b> |
|--------------------------------|---------------------------|
| Managing Director              | \$325                     |
| Director                       | \$300                     |
| Senior Managing Consultant     | \$275                     |
| Senior Analyst                 | \$230                     |
| Analyst / Associate            | \$190                     |



# EXHIBIT C

# INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 11/29/2017

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

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

|                                                                                                    |  |                                                                                                                                                                                                                                                                                                                      |  |
|----------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER<br>Crystal & Company<br>Crystal IBC LLC<br>32 Old Slip<br>New York NY 10005               |  | CONTACT NAME: Brian Rozynski<br>PHONE (A/C, No, Ext): 212-504-1882 FAX (A/C, No): 212-504-1899<br>E-MAIL ADDRESS: brian.rozynski@crystalco.com                                                                                                                                                                       |  |
| INSURED<br>PFM Financial Advisors LLC<br>1735 Market Street<br>43rd Floor<br>Philadelphia PA 19103 |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Endurance American Specialty Insurance 41718<br>INSURER B: XL Specialty Insurance Company 37885<br>INSURER C: Continental Casualty Company 20443<br>INSURER D: Starr Indemnity & Liability Co 38318<br>INSURER E: Everest National Insurance Company 10120<br>INSURER F: |  |

### COVERAGES

CERTIFICATE NUMBER: 1478023807

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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER                              | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                  |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------------------|----------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |                                            |                                        |                                        | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/OP AGG \$<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          |                                            |                                        |                                        | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                   |
| D E      | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                  |           |          | 1000620602171<br>FL5ML00220171             | 11/30/2017<br>11/30/2017               | 11/30/2018<br>11/30/2018               | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                         | Y/N       | N/A      |                                            |                                        |                                        | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                        |
| A B C    | Professional Liability                                                                                                                                                                                                                                                         |           |          | FIP10008161702<br>ELU15313117<br>596398650 | 11/30/2017<br>11/30/2017<br>11/30/2017 | 11/30/2018<br>11/30/2018<br>11/30/2018 | Limit of Liability \$30,000,000<br>Aggregate Limit                                                                                                                                      |

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

Evidence of coverage only.

THE PROFESSIONAL LIABILITY POLICY IS NON-CANCELABLE BY THE INSURER EXCEPT FOR NON-PAYMENT OF PREMIUM.

### CERTIFICATE HOLDER

### CANCELLATION

|                                                                                         |                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PFM Financial Advisors LLC<br>1735 Market Street<br>43rd Floor<br>Philadelphia PA 19103 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Crystal &amp; Company</i> |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Bond Counsel Engagement Letter

**BASS BERRY ♦ SIMS** PLC

150 Third Avenue South, Suite 2800  
Nashville, TN 37201  
(615) 742-6200

City of Bartlett, Tennessee  
Bartlett, Tennessee  
Attention: A. Keith McDonald, Mayor

**Re: Issuance of Not to Exceed \$5,850,000 in Aggregate Principal Amount of General Obligation Public Improvement Bonds, Series 2018.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Bartlett, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain public works projects of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. It is anticipated that the Bonds will be sold at competitive sale.

**SCOPE OF ENGAGEMENT**

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - i) Do not contain any untrue statement of a material fact or
    - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).

- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

### FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$15,500. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Commercial Appeal*, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

## RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

## OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

## CONCLUSION

If the foregoing terms are unacceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

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