



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, AUGUST 27, 2013 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Planning Commission, September 3 at 7 p.m.

Bartlett Station Commission, September 4 at 7:30 a.m.

City Beautiful Commission, September 5 at 7 p.m.

Family Assistance Commission, September 9 at 7 p.m.

Bartlett Historical Society, September 9 at 7 p.m.

RECOGNITIONS

Ovarian Cancer Awareness Month

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the August 13, 2013 Board of Mayor and Aldermen Regular Meeting

Minutes of the August 22, 2013 Board of Mayor and Aldermen Special Called Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive. (Terry Emerick, Director of Planning and Economic Development)**

CONSENT AGENDA**1 Special event permit for Hunters Walk Subdivision Annual Yard Sale (Jim Brown, Director of Code Enforcement)**

This event will be held on Saturday October 5, 2013 from 6:00 am to 2:00 pm at each residential location in the subdivision.

2 Special event permit for Spirit Halloween Retail Store (Jim Brown, Director of Code Enforcement)

The event will be held from September 10 thru November 10, 2013 from 10 a.m. to 7 p.m. daily at 6600 Stage Rd Suite 134-135. This is a retail store to sell seasonal items for Halloween.

3 Authorization to purchase a Patch Server. (Dick Phebus, Director of Finance)

Request authorization to purchase a patch server from CDWG for a total cost of \$17,961.85. Funds are available in account 123.48123.933.

4 Purchase of Mobile Automatic License Plate Readers. (Gary Rikard, Chief of Police)

Request to purchase two mobile automatic license plate readers from 3M at a total cost of \$35,380.00. 3M is a sole source provider. Funds are available in account 124.481.931.

5 Bid for Basketball Uniforms - 2013 (David Thompson, Director of Parks and Recreation)

Recommend accepting the lowest bid from **Think Threads** at a cost of \$16,267 for 225 youth and 345 adult uniforms. Funds are available in account 11044200.335.

6 Bid for Shadowlawn Road Sewer Extension, Phase 1-A. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Encor, LLC in the amount of \$165,630.00, plus a contingency amount of \$20,000 for a total cost of \$185,630.00. Funds are available in account 312.48312.770.8114.

NEW BUSINESS**1 Resolution 18-13, a resolution to delete uncollectible business license taxes, interest, penalties and associated costs from the City of Bartlett financial records. (Dick Phebus, Director of Finance)**

- 2 **Resolution 19-13, a initial resolution authorizing the issuance of not to exceed two million three hundred thirty thousand dollars (\$2,330,000) General Obligation Public Improvement Bond and not to exceed one million four hundred ten thousand dollars (\$1,410,000) water and sewer revenue and tax bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

- 3 **Resolution 20-13, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing equipment acquisition capital outlay notes, Series 2013, in an amount not to exceed \$770,500, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 13, 2013 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Gene Burgess, Bartlett First Assembly of God

FUTURE MEETINGS

Historic Preservation Commission, August 19 at 7 p.m.

BPACC Advisory Board, August 20 at 6 p.m.

Bartlett Arts Council, August 20 at 7 p.m.

Design Review Commission, August 20 at 7 p.m.

RECOGNITIONS

Recognize recently promoted detectives Robert Allen and Laurie Thompson

Chief of Police Gary Rikard recognized Detective Robert Allen and Detective Laurie Thompson, who were recently promoted to detectives.

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

Mayor McDonald announced an emergency expenditure of \$37,000 to repair Singleton Community Center's roof.

MINUTES ACCEPTANCE

Minutes of the July 23, 2013 Board of Mayor and Aldermen Regular Meeting

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

Minutes of the August 5, 2013 Board of Mayor and Aldermen Special Called Meeting

Minutes Acceptance: Minutes of Aug 13, 2013 8:00 PM (MINUTES ACCEPTANCE)

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

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 13-10, an ordinance revoking previously enacted City of Bartlett Ordinance 12-08. (Ed McKenney, City Attorney)**

RESULT: **APPROVED ON SECOND READING [UNANIMOUS]** Next: 8/22/2013 7:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

The public hearing is set for August 22, 2013.

- 2 **Second Reading of Ordinance 13-11, an ordinance to add a new section to Chapter 7 of Title 20 of the Codified Ordinances of the City of Bartlett to establish a municipal school board and to submit the special election of the members of the Municipal School Board to the qualified voters of the City of Bartlett on November 7, 2013, or an election to be held on some other appropriate date. (Ed McKenney, City Attorney)**

RESULT: **APPROVED ON SECOND READING [UNANIMOUS]** Next: 8/22/2013 7:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

The public hearing is set for August 22, 2013.

CONSENT AGENDA

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

- I **Special seasonal event permit for Big Jim's Christmas Trees and Pumpkins. (Jim Brown, Director of Code Enforcement)**
This event will be held from September 20 to December 20, 2013 at the Stage Road Plaza Shopping Center from 9 a.m. to 8 p.m. daily.

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

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

3 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2013. (Rick McClanahan, Director of Engineering)

The City's current number of water system connections is 20,551, at \$1.30 per connection, the City's total is \$26,716.30. Funds are available in account 510.51200.644.

4 Bid for Water Treatment Plant chemical testing. (Rick McClanahan, Director of Engineering)

Recommend accepting the lower bid from Underwriter Laboratories, LLC in the amount of \$14,390.00. Funds are available in account 510.51200.629.

5 Planning Commission report for August 2013. (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Rezoning from OR-1 and a section of SC-1 to RS-12 on the northwest side of Hwy 70 for the Culpepper Place Assisted Living Facility was forwarded to the Board of Mayor and Aldermen with a positive recommendation.

Item 2 - A special use permit for Culpepper Place Assisted Living was forwarded to the Board of Mayor and Aldermen with a positive recommendation.

NEW BUSINESS

1 Resolution 17-13, a resolution to delete uncollectible property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

Mr. Phebus stated that the estimated amount of property taxes to be written off is \$11,800.

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

2 Set a public hearing for September 10, 2013 for Resolution 14-13, a resolution approving a Special Use Permit for an assisted living facility to be located on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale. (Terry Emerick, Director of Planning and Economic Development)

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

3 First Reading of Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick explained that the Bartlett Zoning Ordinance requires a Special Use Permit for Assisted Living Facilities. The property's current zoning only allows office use, so the owner has requested a rezoning to RS-12 (residential), which allows assisted living facilities with a special use permit.

Alderman Parsons asked if all three parcels in this area would be rezoned RS-12. Mr. Emerick stated that only the portion of the parcels covered by the site plan would be rezoned RS-12. The northern portion of this area will not be rezoned.

Alderman Elliott asked if the special use permit is not approved, will the zoning revert to the property's original zoning of O-R-1 and SC-1. Mr. Emerick stated that the zoning, if approved through this ordinance, will be permanent.

Alderman Parsons asked if the facility would require state approval, and Mr. Emerick confirmed that it would.

RESULT: **APPROVED ON FIRST READING [UNANIMOUS] Next: 8/27/2013 7:00 PM**
MOVER: Jack Young, Vice Mayor
SECONDER: David Parsons, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

The public hearing to be set for September 10, 2013.

4 Annual update from Shelby County Trustee David Lenoir. (A. McDonald, Mayor)

Mr. Lenoir reviewed the City's rebound in housing sales and median sales price, as well as property, personalty and sales tax collections.

RESULT: **NO VOTE REQUIRED**

5 Presentation on I-40/I-240 Interchange Project (A. McDonald, Mayor)

Ian Engstrom, Project Engineer with Smith Seckman Reid, Inc., presented the construction plans for southbound I-40 ramp to westbound I-240 to the Board. This project will create a four-level interchange to relieve congestion and improve traffic flow at the I-40/I-240 Interchange. Construction will begin Fall 2013 and is scheduled to be complete by 2017.

RESULT: **NO VOTE REQUIRED**

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:48 PM

Minutes Acceptance: Minutes of Aug 13, 2013 8:00 PM (MINUTES ACCEPTANCE)



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

THURSDAY, AUGUST 22, 2013 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

PUBLIC HEARINGS

1. Ordinance 13-10, an ordinance revoking previously enacted City of Bartlett Ordinance 12-08.

COMMENTS - Current Meeting:

No one spoke for or against Ordinance 13-10.

Adjourned at 7:01 p.m.

2. Ordinance 13-11, an ordinance to add a new section to Chapter 7 of Title 20 of the Codified Ordinances of the City of Bartlett to establish a municipal school board and to submit the special election of the members of the Municipal School Board to the qualified voters of the City of Bartlett on November 7, 2013, or an election to be held on some other appropriate date.

COMMENTS - Current Meeting:

Jason Sykes, 4118 Fairway View Circle West, thanked the Mayor and Aldermen for their diligence on the creation of a municipal school system.

Adjourned at 7:01 p.m.

Minutes Acceptance: Minutes of Aug 22, 2013 8:00 PM (MINUTES ACCEPTANCE)

ORDINANCES

- 1 **Third Reading of Ordinance 13-10, an ordinance revoking previously enacted City of Bartlett Ordinance 12-08. (Ed McKenney, City Attorney)**

RESULT: APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Young, Sedgwick

- 2 **Third Reading of Ordinance 13-11, an ordinance to add a new section to Chapter 7 of Title 20 of the Codified Ordinances of the City of Bartlett to establish a municipal school board and to submit the special election of the members of the Municipal School Board to the qualified voters of the City of Bartlett on November 7, 2013, or an election to be held on some other appropriate date. (Ed McKenney, City Attorney)**

RESULT: APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER: David Parsons, Alderman
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Young, Sedgwick

3. **Authorize the Mayor to take all steps necessary to cause the special election of the members of the school board called for by Bartlett Ordinance No.13-11 to be held on November 7, 2013 or on another appropriate date.**

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

ADJOURNMENT

Meeting adjourned at 7:05 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Aug 22, 2013 8:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1040)

Meeting: 08/27/13 07:00 PM

Department: Planning and Economic Development

Category: Zoning

Prepared By: Kim Taylor

Initiator: Terry Emerick

Sponsors:

DOC ID: 1040

Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive.

WHEREAS, an application has been received to rezone property described herein from O-R-1 and a section of SC-1 to RS-12; and

WHEREAS, a public hearing was held before this body on the 10th day of September, 2013, and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby rezoned from O-R-1, SC-1 to RS-12.

Description of a portion of the St. Elmo Associates property described in Instrument No. CX8320 in the Shelby County Register's Office (S.C.R.O.), said portion consisting of parcel B0158 00025 and a part of parcel B0158 00252, said portion currently zoned O-R-1 and SC-1, and proposed to be rezoned RS-12 and being more particularly described by metes and bounds as follows:

Beginning at a point in the centerline of U.S. Highway 70, said point being located 1,397.67 feet from the centerline intersection of said U.S. Highway 70 and Appling Road as measured along centerline of said U.S. Highway 70; thence along the centerline of said U.S. Highway 70 South 42° 12' 46" West 595.73 feet to a point; thence North 59° 05' 24" West 421.86 feet to a point; thence North 86° 40' 17" West 106.02 feet to a point, said point being the southwest corner of the Jasper E. and Jimmie J. Rainey property as described in Instrument No. M3-9342 in the S.C.R.O.; thence along the east line of said Rainey property North 04° 30' 15" East 432.89 feet to a point; thence South 80° 07' 40" East 240.23 feet to a point; thence North 03° 39' 14" East 29.75 feet to a point; thence South 86° 39' 59" East 89.03 feet to a point; thence North 42° 23' 36" East 97.38 feet to a point; thence North 87° 23' 36" East 140.10 feet to a point; thence South 47° 36' 24" East 407.57 feet to the POINT OF BEGINNING and containing 8.962 acres (390,399 square feet).

SECTION 2. SEVERABILITY – Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE – This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: August 13, 2013
Second Reading: August 27, 2013
Third Reading: September 10, 2013

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

08/13/13 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 08/27/13

Mr. Emerick explained that the Bartlett Zoning Ordinance requires a Special Use Permit for Assisted Living Facilities. The property's current zoning only allows office use, so the owner has requested a rezoning to RS-12 (residential), which allows assisted living facilities with a special use permit.

Alderman Parsons asked if all three parcels in this area would be rezoned RS-12. Mr. Emerick stated that only the portion of the parcels covered by the site plan would be rezoned RS-12. The northern portion of this area will not be rezoned.

Alderman Elliott asked if the special use permit is not approved, will the zoning revert to the property's original zoning of O-R-1 and SC-1. Mr. Emerick stated that the zoning, if approved through this ordinance, will be permanent.

Alderman Parsons asked if the facility would require state approval, and Mr. Emerick confirmed that it would.



FISHER &
ARNOLD, INC.

July 1, 2013

Mr. Terry Emerick, Director
Planning & Economic Development
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

**RE: Rezoning Application
Highway 70 Property**

Dear Terry:

Fisher & Arnold, Inc., on behalf of Foster Hospitality Group, hereby makes application requesting approval to rezone parcel B0158 00025 and a portion of parcel B0158 00252, said properties currently zoned O-R-1 and totaling 6.889 acres. The purpose for this request is to rezone the O-R-1 portion of this property to RS-12 to allow development of an assisted living facility. While there are several zonings which allow an assisted living with a special use permit, we have chosen to request this area be rezoned to RS-12 due to its being more compatible with the surrounding land uses. Many view an assisted living as a commercial use; however, in reality, it is more of a hybrid residential use. The architectural design of the assisted living structure will be residential in style, and the use is certainly residential.

In association with this request, please find attached seventeen (17) copies of the following documents and/or supporting material: Cover Letter, Application for Rezoning, Proposed Rezoning Plot Plan with Legal Description, Conceptual Site Plan, Architectural Rendering, and Vicinity Map (with and without notification names). Additionally please find enclosed a check made payable to the City of Bartlett in the amount of \$594.45 for the application fee, one set of mailing labels, and transparencies of the Rezoning Plot Plan, Conceptual Site Plan and Vicinity Map. A traffic analysis will be submitted to the City Engineer at least two weeks prior to the Planning Commission meeting.

If you need any additional information or have any questions, please let us know. We look forward to working with Town staff as this application proceeds toward the August 5th Planning Commission.

Sincerely,

Fisher & Arnold, Inc.

Michael Rogers, PE, RLS, LEED AP BD+C, CPESC

Attachments

Cc: Mr. Chuck Wentz, Foster Hospitality Group
Mr. Eddie Tims, AIA

9180 Crestwyn Hills Dr.

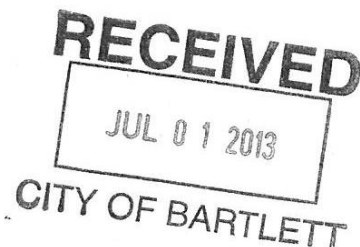
Memphis, TN 38125

(901) 748-1811

(888) 583-9724

fax: (901) 748-3115

www.fisherarnold.com



Attachment: Zoning application (1040 : Rezoning for Assisted Living)

Bartlett Planning and
Economic Development Department
6400 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Application for Rezoning to the Bartlett Planning Commission

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

Requested Zoning RS-12

Property Address N/W side of Hwy 70, approx. 350' northeast of Summerdale

Present Zoning O-R-1

Owner/Developer Contact Charles "Chuck" Wente Phone (417) 831-0174

Company Name Foster Hospitality Group Fax (417) 831-1873

Address 426 S. Jefferson, Suite 300 - Springfield, MO 65806

Architect Contact Eddie Tims Phone (417) 838-3949

Company Name Eddie Tims, AIA Fax (417) 831-1873

Address 426 S. Jefferson, Suite 300 - Springfield, MO 65806

Engineer Contact Michael Rogers Phone (901) 748-1811

Company Name Fisher & Arnold, Inc. Fax (901) 748-3115

Address 9180 Crestwyn Hills Drive - Memphis, TN 38125

Submitted by Michael Rogers
(printed name) (signature) (date)

ST. CLAY ASSOCIATES
I, Dr. Dennis Vangelos, owner(s) of the property, hereby authorize the filing of this application.
MANAGING PARTNER

X Attach a checked-off "Rezoning Checklist" and all items required therein.

MDR Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

X Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00

Information to be entered by City staff only:

Resubmittals

(See "Application Instructions: Planning Commission.")

Resubmittal Description	Required Resubmittal Date/Time	Staff Initials
	____ a.m./p.m. on _____	
	____ a.m./p.m. on _____	
	____ a.m./p.m. on _____	

**Bartlett Planning and
Economic Development Department**
6400 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Rezoning Checklist

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

- ☒ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
- ☒ Adjoining public street rights-of-way
 - ☒ Area (acres)
 - ☒ Present zoning
 - ☒ Requested zoning, including purpose (attach statement, one page maximum)
 - ☒ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - ☒ Drainage
 - ☒ Driveways
 - ☒ Parking area
 - ☒ Buffer planting areas
 - ☒ Type and location of any easements
 - ☐ Other pertinent information as required through staff consultation.
- ☒ Legal description (may be attached to plot plan).
- ☒ One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

Vicinity Map

- ☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

- ☒ One (1) 8 1/2" x 11" transparency of the vicinity map, for use with an overhead projector.

Property Owners

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

Sign to be Erected

The party requesting the rezoning must place a 4' x 4' sign on the property at least fifteen (15) days before a public hearing at the Planning Commission level and Board of Mayor and Aldermen level.

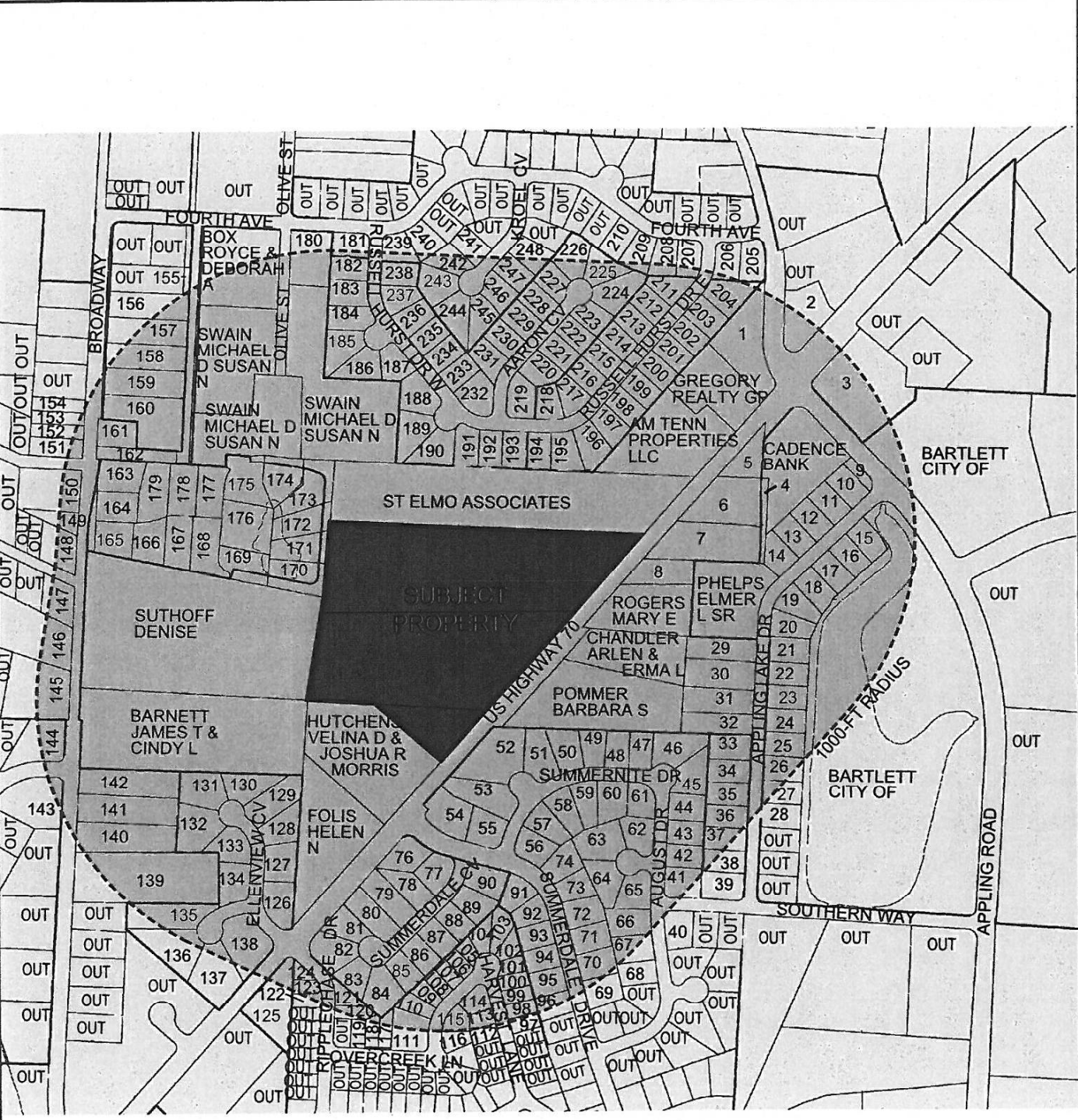
The sign shall clearly state

- the existing and proposed zoning of the tract;
- the name, address, and phone number of the party requesting the rezoning;
- the time and date of the public hearing; and
- the telephone number of the Bartlett Planning Department.

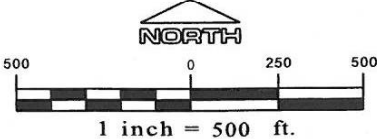
The location of the sign on the property is subject to approval by the Planning Department.

Re-application

When an application for rezoning is rejected, no re-application may be made on the same property for at least twelve months after the date of rejection.

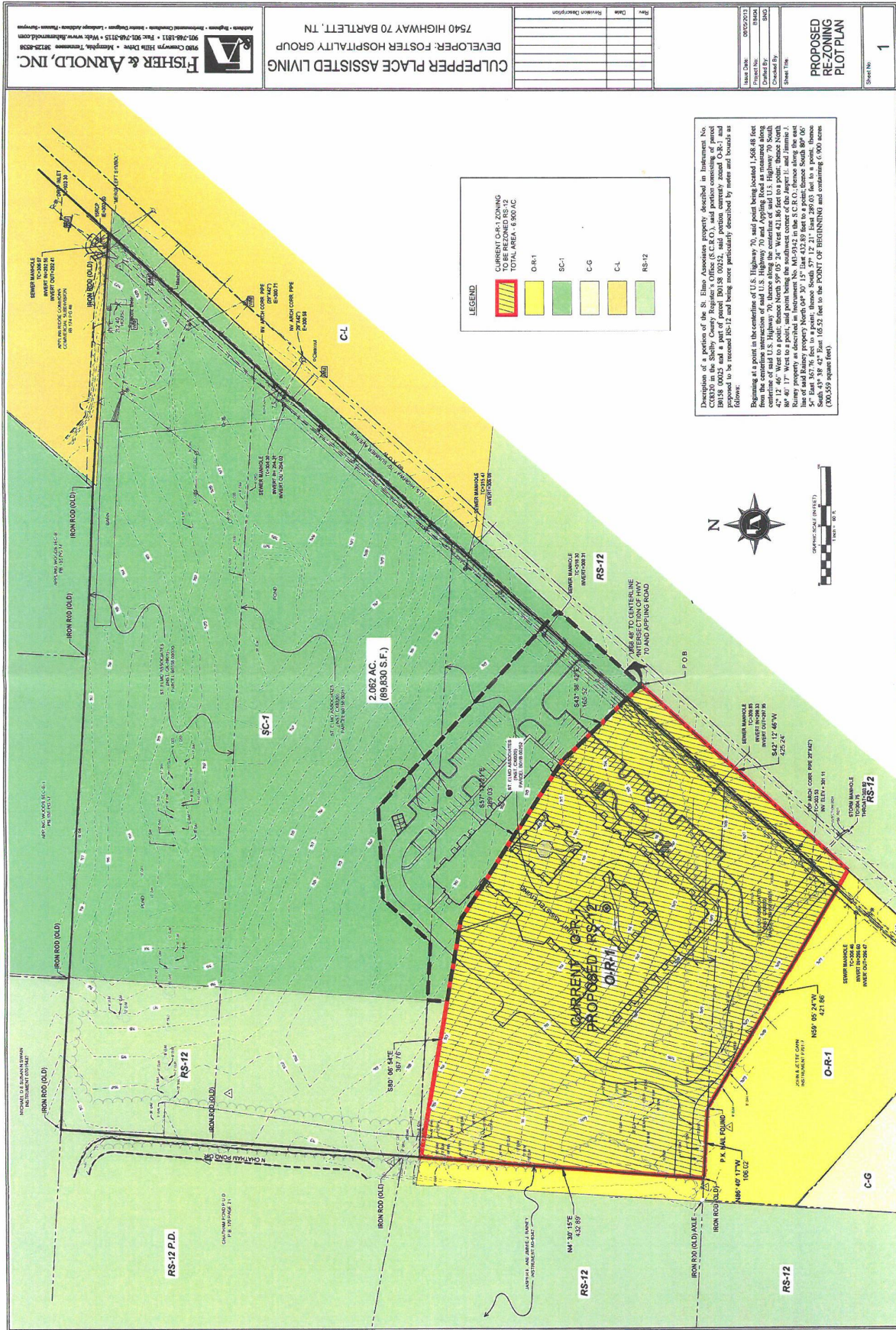


Attachment: Zoning application (1040 : Rezoning for Assisted Living)



VICINITY MAP





Attachment: Parcel map (1040 : Rezoning for Assisted Living)



Attachment: Artist's rendering of facility (1040 : Rezoning for Assisted Living)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/27/13 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Hunters Walk Subdivision Annual Yard Sale



APPLICATION FOR SPECIAL EVENT

OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

Hunter's Walk Subdivision

38002

Address

Zip Code

October 5, 2013

6AM - 2PM

Dates of the Event

Hours of the Event

Side walk / Yard Sale of Residents

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

VARIOUS

Property Owner

Brian Wenger, President, Hunters Walk Neighborhood Assn.

Special Event Permit Applicant

Address of Applicant

8309 Callicott Drive, ARIZONA, TN 38002 (901) 380-470

Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

ck# 3243

Brian L. Wenger / David Carlisle

Responsible Person

Date

Aug 1, 2013

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

APPROVAL

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

Attachment: Hunters Walk Subdivision Yard Sale (2013) (1051 : Hunters Walk Subdivision Yard Sale)

Special Event Checklist

Event: Hunter's Walk YARD SALE
 Location: Hunter's Walk SUBDIVISION
 Dates: OCT 5, 2013

Type of special event: (Check one.)

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

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

- | | |
|--|--|
| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☒ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
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Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9			X	<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table> <tr> <th>Type of Special Event</th> <th>Duration</th> </tr> <tr> <td>Type 1: Noncommercial</td> <td>30 days</td> </tr> <tr> <td>Type 2: Special Seasonal</td> <td>90 days</td> </tr> <tr> <td>Type 3: Commercial</td> <td>14 days</td> </tr> <tr> <td>Type 4: Public Attractions</td> <td>14 days</td> </tr> </table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	1 day Event
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			X	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			X	<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.	1 day per calendar year										

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	1 day event
13		X		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	<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.	No streets closed

	Sub- mitted ✓ or X	OK	N/A.		Comments
15			X	<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	No Fire Lanes
16		X		<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			X	<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		X		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19		X		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			X	<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.	No City Services requested
21			X	<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.	

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	X			Name and address of the applicant.	
30			X	Names and address of the owner of the premises on which the proposed event is to be held.	will be at homeowner's discretion if choose to sell.
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32			X	Description of the site on which the proposed event is to be held.	
33	X			Date of the proposed event. Oct 5, 2013	
34		X		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.	See attached newsletter
35			X	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			X	Location and number of proposed temporary public toilets.	
37			X	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			X	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

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

	OK ✓ or X	N/A		Comments
39	X		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40	X		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		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42		X	The Permitting Official determines the following: a. The special event will comply with the special event performance standards...	
43	X		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	X		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	X		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



HUNTERS WALK Neighborhood YARD SALE

SAT. October 5, 2013

Hunter's Walk Neighborhood Association

July 2013

CALENDAR OF EVENTS

HUNTER'S WALK YARD SALE

PLACE: HUNTER'S WALK NEIGHBORHOOD

TIME: 6AM-2PM

DATE: SATURDAY, OCT. 5TH

POC: DAVID CARLISLE, PH. ~~385-2565~~ 267-3008

Description: Annual neighborhood garage sale.

City permit and advertising paid by the Hunter's Walk Neighborhood Association.

HALLOWEEN COOKOUT AND PARTY

PLACE: HUNTER'S WALK NEIGHBORHOOD "COVE"

DATE: SUNDAY, OCT. 27TH

TIME: 4PM-7PM

POC: BRIAN WENGER, PH. 380-4701

DESCRIPTION: HAMBURGERS, HOTDOGS, AND DRINKS WILL BE PROVIDED TO ALL! BOUNCE 4 JOY, BALLOON MAN, COSTUME CONTEST, FACE PAINTING, FOOD AND FUN!

Yard of the Month Winners

May – Gene & Diana Drost, 8300 Thorne Ave.

June - Darnell & Kathryn Watkins, 8108 Hunters Meadow Lane

Congratulations to these homeowners for taking obvious pride in maintaining their lawns and gardens!

Annual Dues-Drive

If you have not yet paid your dues for 2013-2014, please forward in the attached envelope to Treasurer Zac Muellenmeister. Dues for this year are set at \$85 per household and are used to pay for landscaping at entrances plus neighborhood events like the Halloween Cookout and Party, and Yard-of-the-Month!

Question and Answer with City of Bartlett Experts

Question: *How do I get information about Bartlett City Code on Property Maintenance?*

Answer: **This is a link and information for Property Maintenance**

Property Maintenance Codified Ordinances

TITLE 13 (includes requirements for fence maintenance)

PROPERTY MAINTENANCE REGULATIONS

13-113. Exterior property areas.

Page 17 g

13-115. Exterior structure

(2) Protective treatment. All exterior surfaces, including but not

limited to, doors, door and window frames, cornices, porches, trim, balconies,

decks and fences shall be maintained in good condition. Exterior wood surfaces,

other than decay resistant woods, shall be protected from the elements and

decay by painting or other protective covering or treatment.

See also: www.cityofbartlett.org

choose tabs, Government; City Clerk; Codified Ordinances

Question: *I was told something about covenants for Hunter's Walk by a neighbor...what are those?*

Answer: **Covenants are in place to ensure the best use and most appropriate**

development and improvement of each lot; they protect owners against improper use of surrounding lots; and to preserve the natural beauty of the subdivision. Covenants for Hunter's Walk cover things like square footage of houses, garage size, use of property, fence material, trash & garbage and grass/weed control to name a few.

continued on page 2

Attachment: Hunters Walk Subdivision Yard Sale (2013) (1051 : Hunters Walk Subdivision Yard Sale)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/27/13 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Spirit Halloween Retail Store



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

Address 6600 Stage #154-135 Zip Code 38134
 Dates of the Event 9/10 - 11/10-13 Hours of the Event 10-9 pm
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction) Retail Halloween sales
 Property Owner Gil Properties
 Special Event Permit Applicant Spirit Halloween Address of Applicant 10120 W. FLAMING #4-140 LAS VEGAS, NV 89143
 Phone Number 775-303-3898 Fax Number N/A

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
 \$4.00 Permit Issuing Fee
64.00 Total CK#5309

Responsible Person [Signature] Date 8-21-13

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

APPROVAL

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

Attachment: Spirit Halloween Special Event (2013) (1059 : Spirit Halloween Special Event)

Special Event Checklist

Event: Halloween Retail Store
 Location: 6600 Stage #134-135
 Dates: 9/10 - 11-10-13

Type of special event: (Check one.)

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

- | | |
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| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			X	<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2			X	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			X	<i>Type 3</i> 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			X	<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	X			The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6	X			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	X			<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8			X	Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

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

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

	Sub- mitted ✓ or X	OK	N/A		Comments
15	X			<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16			X	<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			X	<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			X	<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29				Name and address of the applicant. <i>10120 W. FLAMING #4-140 SPIRIT HALLOWEEN LAS VEGAS, NV 89147</i>	
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. <i>EXISTING SPACE</i>	
33				Date of the proposed event.	
34			X	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			X	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			X	Location and number of proposed temporary public toilets.	
37			X	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			X	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

To: City of Bartlett

From: DnG Enterprises Inc dba Spirit Halloween Super Stores

Glenn Gardner

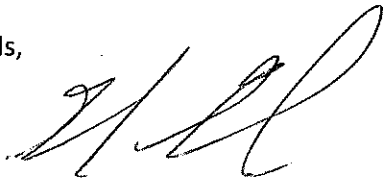
Date; August 23, 2013

Re: permit approval

To whom it may concern,

Concerning the proposed Spirit Halloween Store to be located at 6600 Stage Rd #134-135 Bartlett, TN 38134, we understand this is a type 2 event and respectfully ask the mayor and Alderman to approve this event and sign applications.

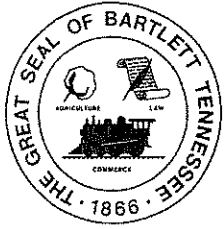
Best regards,

A handwritten signature in black ink, appearing to be 'G. Gardner', written in a cursive style.

Glenn Gardner

President CEO DnG Enterprises Inc.

Attachment: Spirit Halloween Special Event (2013) (1059 : Spirit Halloween Special Event)



City of Bartlett

A . Keith McDonald, Mayor

August 23, 2013

To: Board of Mayor and Aldermen

From: Jim Brown, Director of Code Enforcement 

RE: Spirit Halloween Special Event

If this was a typical business that was moving into the shopping center they would be allowed to have 100 square feet of signage on the building. They are requesting as part of this special event 100 square feet of professionally made & installed signage to be placed above their tenant space as are the other signs in the shopping center.

Attachment: Spirit Halloween Special Event (2013) (1059 : Spirit Halloween Special Event)

TEMPORARY LEASE AGREEMENT

This Lease is made and entered into this 19th day of June 2013, by and between Stage Center Shopping Center, G.P, a Tennessee General Partnership with an address at 8130 Macon Station Suite 114, Memphis, TN 38018 ("Landlord"), and **D & G Enterprises International, 4075 S Durango #111-178, Las Vegas, NV 89147 (Tenant).**

1. **Premises.** In consideration of the mutual covenants, conditions and agreements in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the following described premises ("Premises"): _6600 Stage Road Suite 134, Bartlett, Tennessee 38134
2. **Term.** The term of this Lease ("Term") shall begin on August 24, 2013 ("Commencement Date") and end November 8, 2013 ("Expiration Date"). Landlord shall deliver possession of the Premises to Tenant for Tenants preparation, cleaning, and general setup on or before August 24, 2013. Tenant shall open and conduct its business at the Premises from approximately September 1, 2013 through November 8, 2013.
3. **Rent.** Total rent ("Rent") for the Term is \$30,000.00 (Thirty Thousand dollars) payable to Landlord at the above address as follows: \$15,000.00 (fifteen thousand Dollars) due upon signing, and \$15,000.00 (fifteen Thousand) due on or before August 24, 2013.
4. **Personal Property.** Tenant shall furnish at his own expense all personal property to be used by Tenant on the Premises.
5. **Permitted Use.** Tenant shall use the Premises only for the retail sale of Halloween related merchandise, including but not limited to, costumes, masks, wigs, makeup, accessories, decorations, party goods, home decorations, and any other item then being sold in a majority of Tenant's other stores operated under the same trade name as the Premises. Tenant shall carry on no other business on said Premises without the prior written consent of Landlord. Tenant's business in the Premises shall be conducted under the trade name "Spirit Halloween Superstores," or any other trade name under which Tenant operates.
6. **Utilities.** Tenant agrees to deposit \$5,000.00 to pay for all electric, power, and gas, \$2,500.00 at execution of lease, and \$2,500.00 due on or before August 24, 2013. Landlord shall leave utilities in its name and will deduct the cost of utilities used during the lease period from Tenant's deposit of \$5,000.00 and any monies not used from deposit shall be returned to Tenant after payment to MLGW at the end of the Term of this lease, if utility costs exceed \$5,000.00 Tenant shall pay Landlord any monies due over the \$5,000.00 deposit. Tenant shall pay for all telephone, fire alarm monitoring fees, garbage or trash collection supplied to the Premises during the Term of this Lease.
7. **Subletting.** Tenant shall not sublet the whole or any part of the Premises without first Obtaining the prior written consent of Landlord.

8. **Maintenance and Repairs.** The Premises will be in "AS IS" condition except that Landlord is responsible for providing the HVAC, electrical and plumbing systems in good working order. Nevertheless, Tenant shall be responsible for all minor / routine maintenance and/or repairs to these systems including such issues as replacing dripping sinks, worn toilet flappers or broken flush valves, replacing HVAC filters, and similar issues. Landlord shall be responsible for replacing all burnt out lights within the space. Further, in consideration of the rent being negotiated down by \$1,250, tenant shall also be responsible for the first \$1,250 of any other repairs, if any, to the HVAC, electrical and plumbing systems during the term of this lease after HVAC, electrical, and plumbing are turned over in good working order on or before August 24, 2013. For all repairs that are not "minor" or "routine", upon notice from Tenant, Landlord will promptly order the repairs through its vendors.
9. **Liens.** Tenant shall not permit any liens to be filed against the Premises on account of the furnishing of any labor, material or supplies, or for any other cause or reason. In the event liens are filed, then Tenant shall promptly cause the same to be released, bonded or satisfied in full within ten (10) days of the date of such filing.
10. **Indemnification.** Tenant shall indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability and expenses in connection with loss of life or personal injury arising from or out of Tenant's occupancy or use of the Premises or any part thereof, occasioned wholly or in part by an negligent act or omission of Tenant, its agents, contractors or employees. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify or hold Landlord harmless against claims for loss of life or personal injury sustained as a consequence of the acts or omissions of Landlord or of its agents, servants, or employees.
11. **Tenant's Insurance.** Tenant shall carry, at his own expense, (i) commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence, with a \$2,000,000 general aggregate for bodily injury and property damage, and (ii) all risk property insurance covering Tenant's trade fixtures, inventory and other personal property for the full replacement cost thereof. Landlord shall be named as an additional insured on the aforesaid liability insurance and shall be provided with evidence confirming such coverage.
12. **Landlord's Insurance.** Landlord shall carry commercial property insurance, including special form perils endorsement, insuring the building of which the Premises is a part, in an amount not less than the full replacement cost. In addition, Landlord shall carry commercial general liability insurance for the property of which the Premises is a part, in at least the same amounts required of Tenant.
13. **Hazardous Materials.** Tenant agrees not to maintain, keep, store or permit the maintenance or storage of any dangerous, flammable or hazardous material on the Premises (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations, provided such compliance does not require Tenant to install or modify any fire protection, fire detection or fire alarm systems in the Premises. Any such installations or modifications shall be the sole responsibility of the Landlord.

14. **Casualty.** If all or any part of the Premises shall be damaged or destroyed by fire, earthquake or other casualty so as to render the Premises untenable in Tenant's sole opinion, then this Lease shall terminate, at the written option of Landlord or Tenant, from the date of such casualty, and upon such notice Tenant shall at once surrender the Premises and all interest therein to the Landlord, and shall not be liable for any further payments of Rent as of the date of such casualty. Any portion of the Rent applicable to the time period after the date of such casualty shall be refunded to Tenant.
15. **Quiet Enjoyment.** Landlord represents and warrants that Landlord has the right, power and lawful authority to enter into this Lease for the full Term hereof. Tenant, upon paying the Rent required under this Lease, shall peaceably and quietly hold and enjoy the Premises during the full Term hereof.
16. **Signage.** Beginning August 1st (or upon the mutual execution and delivery of this Lease if such date is later than August 1st), Tenant shall have the right to place temporary professionally prepared banner signs containing Tenant's trade name on the front facade and sides (if applicable by code enforcement) of the building of which the Premises is a part and on any available monument or pylon sign located on the shopping center property, such signage to comply with the terms contained in Exhibit "A" attached hereto. Upon the removal of the signs at the end of the Term, Tenant will make all necessary repairs to return the building and monuments to their original conditions prior to the installation of signs, reasonable wear and tear excepted.
- In addition to the above banner signs, Tenant shall have the right to place at the Premises signage stating "Halloween Store Opening Soon" (or similar language) immediately upon the mutual execution and delivery of this Lease.
- Upon Landlord's written request, Tenant agrees to display a single "For Lease" or "For Sale" sign, not to exceed 24" x 24" (such sign to be provided by Landlord), and further agrees to make the Premises available for showing upon not less than 24 hours prior notice.
17. **Governmental Approvals.** In the event any governmental authorities require to (i) make modifications to the Premises so that Tenant can conduct business at the Premises, or (ii) obtain licenses or permits, then all cost shall be paid by Tenant.
18. **Zoning.** Landlord represents and warrants that the Premises is zoned for retail. In the event Tenant is unable to obtain the necessary governmental approvals to operate its business at the Premises, this Lease shall be considered null and void and Landlord shall refund to Tenant all Rent and deposits (if any) paid to Landlord.
19. **Default.** In the event Tenant shall be in default in the payment of any installment of Rent herein reserved more than five (5) days after the due date of such installment, or in the event Tenant shall be default in the performance of any other of the terms, covenants, conditions or provisions herein contained binding upon Tenant after Landlord has given Tenant fifteen (15)

days prior written notice of such non-performance, Landlord shall have the right (in addition to all other rights and remedies provided by law) to terminate this Lease, to re-enter and take possession of the Premises, peaceably or by force, and to remove any property therein, without liability for damage to, and without obligation to store, such property.

20. **Notices.** Any notice required or permitted under this Lease shall be in writing and, except as specifically provided otherwise herein, shall be deemed to have been duly given and delivered (a) one (1) business day after the date on which the same has been delivered prepaid to a national courier service guaranteeing next day service, or (b) three (3) days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the party to whom such notice is given at the address set forth herein.
21. **Attorneys' Fees.** If either Landlord or Tenant institutes any action or proceeding against the other to enforce any provision of this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in the performance of this Lease, including court costs, expenses and reasonable attorneys' fees.
22. **Entire Agreement.** There are no oral or written agreements or representations between Landlord and Tenant except as expressly set forth in this Lease. No modifications of this Lease will be binding upon Landlord or Tenant unless in writing and signed by each party. The terms, covenants and conditions contained herein shall inure to the benefit of, and be binding upon, Landlord and Tenant, and their respective heirs, successors and assigns.
23. **Severability.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
24. **Governing Law.** This Lease shall be construed in accordance with the laws of the state in which the Premises is located.

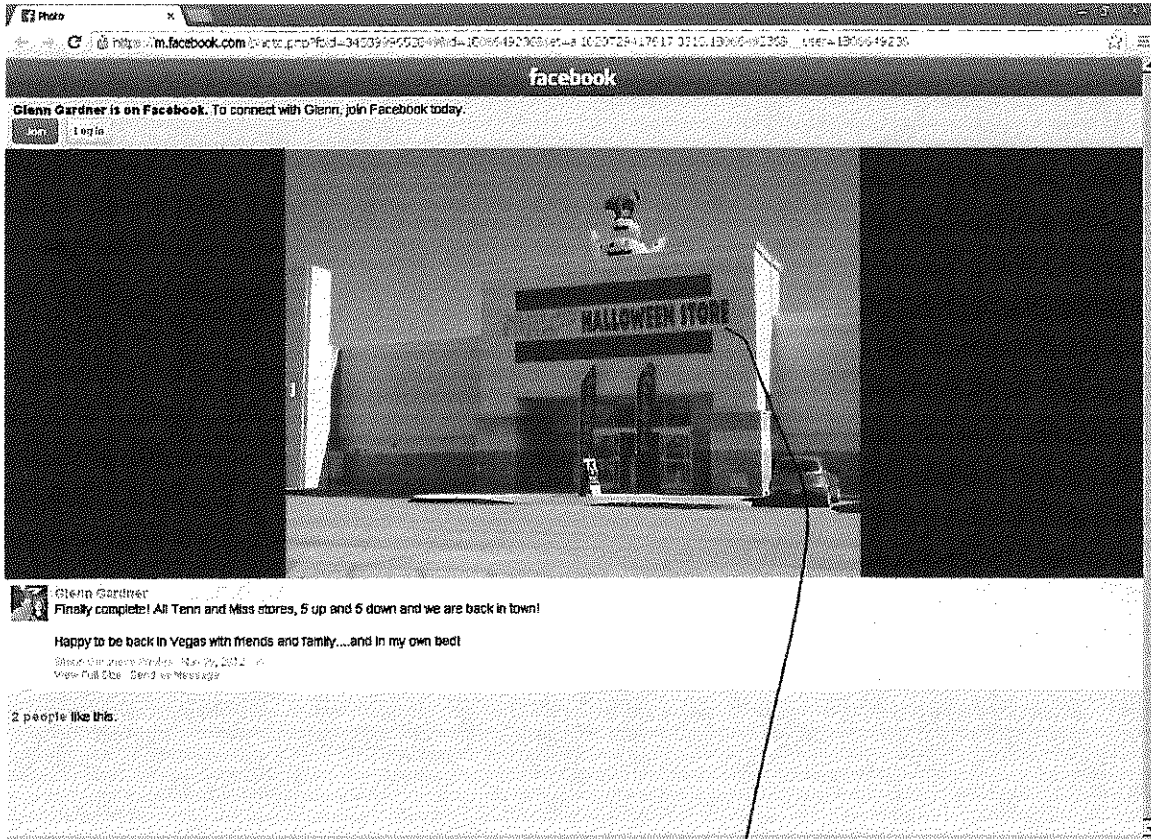
WELLS FARGO BANK
 BARTLETT EAST 9059 HWY 64 ARLINGTON TN 38002
 DATE 6-18-13 5006 94-7074/3212

PAY TO THE ORDER OF Gill Properties \$ 17,500.00
Seventeen Thousand Five Hundred DOLLARS

D&G ENTERPRISES INTERNATIONAL
 10120 W FLAMINGO RD STE 4-140
 LAS VEGAS NV 89147-8382

Bartlett Va Deposit
FN SPIRIT STORE
NOTS. D&G

⑆3 21 27074 2⑆8 7353 79250⑆5006



yellow background
orange/red+black lettering



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KG

DATE (MM/DD/YYYY)

08/22/2013

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

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

PRODUCER Landini & Associates, Ltd. 6153 S. Rainbow Blvd. Las Vegas, NV 89118 Kathryn Goossen, CIC, CISR		Phone: 702-368-2444 Fax: 702-368-2445	CONTACT NAME: Kathryn Goossen PHONE (A/C, No, Ext): 702-368-2444 E-MAIL ADDRESS: kathryng@elandini.com PRODUCER CUSTOMER ID #: DGENTER	FAX (A/C, No): 702-368-2445
INSURED D&G Enterprises International 10120 W. Flamingo Road #4-140 Las Vegas, NV 89147		INSURER(S) AFFORDING COVERAGE		
		INSURER A: Zurich U.S. Small Business		NAIC # 16535
		INSURER B: Travelers Ins. Co.-Commercial		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X		PPS005316809	08/15/2013	08/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			PPS005316809	08/15/2013	08/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DEDUCTIBLE ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2C388358	08/17/2013	08/17/2014	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Section			PPS005316809	08/15/2013	08/15/2014	Property 20,000
A	Bailees Coverage			PPS005316809	08/15/2013	08/15/2014	Blanket 1,800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 974 Commonwealth Blvd, Tupelo, MS and 2310 Highland, Jackson, TN, 6600 Stage Hwy 64 #134-135 Bartlett, TN.
 Consignment D & G Enterprises International, Inc Stores on the Zurich Policy. Spirit Halloween Superstore LLC is additional insured loss payee ATIMA. Common Policy Terms and Conditions apply.

CERTIFICATE HOLDER

CANCELLATION

SPIRITH Spirit Halloween Superstores LLC 6826 Black Horse Pike Egg Harbor Township, NJ 08234	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 Kathryn Goossen, CIC, CISR <i>Kathryn Goossen</i>
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Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/27/13 07:00 PM

Department: Finance

Category: Purchase

Prepared By: Dick Phebus

Department Head: Dick Phebus

Authorization to purchase a Patch Server.

The Information Technology Department asks to move forward with the purchase of a "Patch Server". This Server will fill many roles to assist the overall support of All City computer users. Just as the name indicates, this Server will be responsible for distributing the updates and security patches necessary to keep the City computers running smoothly without the need to visit each one individually. Configurations to make this happen will be handled on the back end and pushed out to each computer in an automated batch process. Software to be updated will include the Microsoft Windows operating system, Microsoft Office components, Adobe software, Java software and many others. In addition to "Patch" functionality, this Server will aid in our daily Help Desk duties by collecting inventory data, software license metering, remote control capabilities and hard drive imaging.

CDWG contacted the vendor directly and we are receiving special pricing. The normal price per unit is \$60.79 each which is a pre-negotiated government contract through the National IPA of which we are a member. We have been offered a per unit price at \$51.45 each. This is being purchased from CDWG through the National Intergovernmental Purchasing Alliance of which the City of Bartlett is a participating entity.

Hewlett Packard (Hardware) - \$2,526.85

CDWG (Software) - \$15,435.00

Total - \$17,961.85

Quotations are attached. Prices quoted are based on pre-negotiated government contracts. Software quote is a price match from last fall and below current market.



ONLINE PRICE QUOTATION

Quote Number: 8855883

Today's Date : 8/14/2013 8:25:35 PM

Created By: kfranz@cityofbartlett.org

Quote Name: Patch Server

Quote Created Date : 8/14/2013 8:25:13 PM

Contract: WSCA/NASPO (B27164)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
662083-001 - HP ProLiant DL160 Gen8 LFF Server	Base	\$1,647.20	1	\$1,647.20
HP ProLiant DL160 Gen8 Large Form Factor Server	662083-001			
Intel® Xeon® E5-2620 (2.0GHz/6-core/95W	Included			
HP 8GB PC3L-10600R 2x4GB 1Rank Memory	Included			
HP Embedded SATA Controller	Included			
HP 4-Bay Large Form Factor Drive Cage	Included			
HP 500W AC Power Supply	Included			
HP Integrated Lights Out 4 (iLO 4) Management Engine	Included			
Protected by HP Services, 3-Year Next Day Part Replacement, 0-Year Labor, 0-Year Onsite support	Included			
-This product is pre-configured. Additional options ship separately.	Included			
-Pre-configured servers ship without an OEM Operating System. If you require an OEM Operating System, please shop our configurable products.				
HP 1TB 6G SATA 7.2K 3.5in SC Midline Hard Drive	657750-B21	\$196.37	4	\$785.48
HP 9.5mm SATA DVD-RW JackBlack Optical Drive	652241-B21	\$94.17	1	\$94.17

SubTotal : \$2,526.85

Total : \$2,526.85

The terms and conditions of the WSCA/NASPO will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:

<http://gem.compaq.com/gemstore/entry.asp?SiteID=13535>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

Attachment: HP Hardware quote 8-14-13.pdf (1050 : Purchase of Patch Server)



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DQKG038	6042643	8/14/2013

BILL TO:
CITY OF BARTLETT
6400 STAGE RD

SHIP TO:
CITY OF BARTLETT
Attention To: KEVIN FRANZ
6400 STAGE RD

Accounts Payable
BARTLETT, TN 38134-3710

BARTLETT, TN 38134-3710
Contact: KEVIN FRANZ 901.385.6464

Customer Phone #901.385.6400

Customer P.O. # DQKG038 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ROB SULLIVAN 866.245.8105		ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
300	2353942	SYG CLNT MGT STE 7.1 XPLA ESS BS Mfg#: YID2XZF0-EI1GS Contract: MARKET Electronic distribution - NO MEDIA	51.45	15,435.00
SUBTOTAL				15,435.00
FREIGHT				0.00
TAX				0.00
				US Currency
TOTAL				15,435.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.9405

Please remit payment to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.asp>
For more information, contact a CDW account manager.

Attachment: CDW quote (1050 : Purchase of Patch Server)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/27/13 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase of Mobile Automatic License Plate Readers.

The Bartlett Police Department respectfully requests to purchase (2) Mobile Automatic License Plate Readers (ALPR) from 3M for a total of \$35,380.00. This is a sole provider and on a State of Tennessee bid. These tag readers are budgeted in line item 124.48124.931.

**Bartlett Police Department
C/O Inspector Jeff Cox
3730 Apling Rd.
Bartlett, Tn. 38133**

We appreciate the opportunity to quote our Automated License Plate Recognition (ALPR) to the Bartlett Police Department. 3M has been the industry leader in ALPR systems for over 18 years with 35,000 cameras installed worldwide. This project is for two (4) camera mobile systems. BOSS and Mapping already in place.

The pricing for this project is as follows:

Qty	Description	Price	Extended
2	SLATE 810 -LE-P: Mobile Law Enforcement Package - 4 Slate low profile camera(s) with 810nm illumination, SuperRex III processor, camera cable/connector(s), GPS module, PAGIS software, 3M ALPR/OCR Engine, Client/Server architecture, Mounting Bracket(s) and Plate(s) for approved assemblies. Customer to provide laptop with available Ethernet port, or order separately from 3M.	\$ 15,895.	\$31,790.
2	3M SRVC-MVI: Field Engineering Services required for the installation of The 3M mobile ALPR system, including PAGIS (where necessary) and BOSS (Back Office Software Training). Price on a per vehicle basis, with travel and living expenses included.	\$1,700.	\$ 3,400.
	SUB TOTAL		\$35,190.
2	Freight	95.	190.
	TOTAL		\$35,380.
	TENNESSE STATE CONTRACT#SWC-302-2130		

All 3M equipment, hardware and software is covered by a one-year parts and labor warranty. Maintenance agreements are available for the system after the original one-year warranty expires. These agreements supply your end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities, software upgrades, and repair or replacement of



all hardware sold by 3M. Annual maintenance of any software or hardware is optional and will be quoted if requested.

This quote is subject to 3M standards and conditions.

Sales tax to be billed separately, where applicable.

This quote is valid for 120 days.

BOSS server hardware to be provided by the Agency.

Payment Term: Net 30 days

Once again, we thank you for the opportunity to provide a quotation for your ALPR requirements. Please let me know if you require any further information. I can be reached directly at 865-591-1147 should you have any additional questions.

George M. Jacobs
Regional Sales Manager
3M
865-591-1147
gmjacobs@mmm.com

Attachment: 3M, Tag Reader (1048 : Mobile Tag Readers)

3M Company – MVSS
3M Center, Bldg. 235-3A-09
St. Paul, MN. 55144 – 1000

Customer Service
Email: MVSSALPR@3m.com
Phone: 877-777-3571
Fax: 800-591-9293



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/27/13 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: David Thompson

Bid for Basketball Uniforms - 2013

On Thursday, August 1, 2013, an ad was placed in the Daily News and bids were picked up in City of Bartlett Athletics Department. On Tuesday, August 20, 2013, the City of Bartlett received three (3) bids and were opened at City Hall.

Bids were received from the following companies:

Think Threads	\$16,267.00
Riddell**	\$ 8,796.60
Score Sports**	\$ 8,390.40

Neither Riddell nor Score Sports submitted bids for the specified uniform detailed in the bid specs.

We recommend the bid be awarded to Think Threads for a total price of \$16,267.00.

Funds are available in account I 1044200.335.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/27/13 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Bid for Shadowlawn Road Sewer Extension, Phase I-A.

The Shadowlawn Rd Sewer Extension Project Phase I-A project was advertised in the Commercial Appeal on June 7, 2013. The contractors that picked up Bid Documents are as follows:

B&C Construction
ARGO Construction
Encor, LLC
Marbury Construction, LLC
Owens Construction
Pro-Site
Madden Phillips Construction

On **June 27, 2013** we received 5 bids for the construction of the **Shadowlawn Rd Sewer Extension Phase I-A**. The apparent low bidder, **Encor, LLC**, submitted a Total Base Bid of **\$165,630.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee and they concluded that Encor has submitted the lowest and best bid and recommend the City of Bartlett award this contract to **Encor, LLC** in the base bid amount of **\$165,630.00** plus an additional amount of **\$20,000.00** for items that may need to be added during construction for a total not to exceed **\$185,630.00**. Encor, LLC has performed work for the City of Bartlett on other projects.

Funding is available in **Account 312.48312.770.8114, Shadowlawn Sewer Extension**.

Bidder	Total Base Bid
Encor, LLC	\$165,630.00
ARGO Construction	\$194,182.50
B&C Construction	\$198,200.00
Marbury Construction	\$268,045.00
Pro-Site Construction	\$232,389.25

A copy of the bid document (plans and bid book) is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room for review.

SHADOWLAWN ROAD SEWER EXTENSION PHASE 1-A		ENSCOR, LLC		ARGO CONSTRUCTION		B&C CONSTRUCTION		MARBURY CONSTRUCTION		PRO-SITE CONSTRUCTION	
Item No.	Description	Unit	Quantity	UNIT PRICE	UNIT TOTAL COST	UNIT PRICE	UNIT TOTAL COST	UNIT PRICE	UNIT TOTAL COST	UNIT PRICE	UNIT TOTAL COST
1	Mobilization	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
2	Clearing & Grubbing	LS	1	\$ 20,500.00	\$ 20,500.00	\$ 22,250.00	\$ 22,250.00	\$ 35,000.00	\$ 35,000.00	\$ 13,500.00	\$ 13,500.00
3	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
4	Erosion Control - Type 'C' Fence	LF	3500	\$ 3.50	\$ 12,250.00	\$ 2.75	\$ 9,625.00	\$ 5.00	\$ 17,500.00	\$ 3.00	\$ 10,500.00
5	8" Sanitary Sewer Pipe (0'-6" Deep) SDR26 PVC Gravity Sewer	LF	550	\$ 29.00	\$ 15,950.00	\$ 27.50	\$ 15,125.00	\$ 41.00	\$ 22,550.00	\$ 21.55	\$ 11,852.50
6	8" Sanitary Sewer Pipe (6'-8" Deep) SDR26 PVC Gravity Sewer	LF	375	\$ 32.00	\$ 12,000.00	\$ 32.50	\$ 12,187.50	\$ 44.00	\$ 16,500.00	\$ 22.55	\$ 8,456.25
7	8" Sanitary Sewer Pipe (8'-10" Deep) SDR26 PVC Gravity Sewer	LF	300	\$ 35.00	\$ 10,500.00	\$ 37.50	\$ 11,250.00	\$ 47.00	\$ 14,100.00	\$ 24.55	\$ 7,365.00
8	8" Sanitary Sewer Pipe (10'-12" Deep) SDR26 PVC Gravity Sewer	LF	250	\$ 38.00	\$ 9,500.00	\$ 42.50	\$ 10,625.00	\$ 50.00	\$ 12,500.00	\$ 26.55	\$ 6,637.50
9	6" Sanitary Sewer Pipe HDPE Directional Bore - opposite tract 18 & opposite prop line between tracts 16A/17	LF	150	\$ 43.50	\$ 6,525.00						
10	8" DIP Sanitary Sewer & 16" Welded Steel Casing Bore at Grade with Spacers	LF	68	\$ 180.00	\$ 12,240.00	\$ 240.00	\$ 16,320.00	\$ 185.00	\$ 12,580.00	\$ 358.00	\$ 24,344.00
11	4' Dia Sewer Manholes (0'-6" w/Rim & Cover)	Each	7	\$ 1,500.00	\$ 10,500.00	\$ 1,600.00	\$ 11,200.00	\$ 2,070.00	\$ 14,490.00	\$ 6,250.00	\$ 36,750.00
12	4' Diameter Extra Depth Sewer Manholes	VF	15	\$ 120.00	\$ 1,800.00	\$ 275.00	\$ 4,125.00	\$ 285.00	\$ 4,275.00	\$ 300.00	\$ 4,500.00
13	6" SDR26 Sewer Service & Stand Pipe	Each	11	\$ 500.00	\$ 5,500.00	\$ 510.00	\$ 5,610.00	\$ 1,000.00	\$ 11,000.00	\$ 800.00	\$ 8,800.00
14	#57 Stone for Undercut Bedding	TON	300	\$ 10.00	\$ 3,000.00	\$ 22.50	\$ 6,750.00	\$ 34.00	\$ 10,200.00	\$ 32.00	\$ 9,600.00
15	CR-610 Crushed Limestone for Driveways - trench and 4" subgrade	TON	800	\$ 10.00	\$ 8,000.00	\$ 25.50	\$ 20,400.00	\$ 34.00	\$ 27,200.00	\$ 30.00	\$ 24,000.00
16	Asphalt Driveway Repair All but one Tracts	TON	13	\$ 150.00	\$ 1,950.00	\$ 580.00	\$ 7,540.00	\$ 100.00	\$ 1,300.00	\$ 175.00	\$ 2,275.00
17	Concrete Driveway Repair - 4790	SF	600	\$ 7.00	\$ 4,200.00	\$ 3.50	\$ 2,100.00	\$ 10.00	\$ 6,000.00	\$ 15.00	\$ 9,000.00
18	Seeding & Mulching, Temporary and/or Permanent	SY	4500	\$ 0.25	\$ 1,125.00	\$ 0.35	\$ 1,575.00	\$ 0.50	\$ 2,250.00	\$ 1.50	\$ 6,750.00
19	Sod	SY	7500	\$ 2.50	\$ 18,750.00	\$ 2.80	\$ 21,000.00	\$ 3.00	\$ 22,500.00	\$ 3.00	\$ 22,500.00
20	construction entrance	Each	1	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,450.00	\$ 1,450.00
21	Connect to Existing SMH	LS	2	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 1,250.00	\$ 2,500.00
TOTAL					\$ 165,630.00		\$ 194,182.50		\$ 198,200.00		\$ 232,389.25
									\$ 268,045.00		\$ 232,389.25

Attachment: Shadowlawn Sewer Phase 1A Bid Tabulation (1049 : Contract Approval)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1052)

Meeting: 08/27/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1052

Resolution 18-13, a resolution to delete uncollectible business license taxes, interest, penalties and associated costs from the City of Bartlett financial records.

WHEREAS, the Bartlett Tax Department collects business license taxes and fees for the City of Bartlett; and

WHEREAS, the Bartlett Tax Department has determined that the businesses identified on the attached schedule and the associated business license taxes, penalties, and other fees should be dismissed as uncollectible; and

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the outstanding City of Bartlett business licenses taxes listed on the attached schedule as well as interest, penalties and associated costs are dismissed.

Adopted this day of August 27, 2013

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

BUS LIC

**UNCOLLECTABLE BUSINESS LICENSE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN**

FISCAL YEAR JULY 1, 2013
THRU JUNE 30, 2014

BUS. OWNER #	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
45677	3119	2002	ABD TECHNOLOGIES INC	8024 STAGE HILLS BLVD #101	OUT OF BUSINESS	\$ 0.01
45158	3832	2004	BARTLETT COLLISON CENTER	5700 FERGUSON #1	OUT OF BUSINESS	\$ 16.68
47526	7021	2005	COMPLETE DRYWALL & REPAIR	3115 BARRYCREST DR	OUT OF BUSINESS	\$ 2.00
52784	8294	2005	ACCESS CAR RENTAL	7850 HIGHWAY 64	OUT OF BUSINESS	\$ 0.83
47628	9957	2006	NIGHTWINE CONSTRUCTION	205 LAKE PT.ROSSVILLE, TN	NOT IN BARTLETT	\$ (0.01)
82640	9318	2006	MAXWELL SALES	3229 BRARFIELD CV	OUT OF BUSINESS	\$ 3.75
46131	8924	2006	AUTO CARE CENTER	5700 FERGUSON #9	MANAGEMENT CHANGE	\$ 0.33
47210	13202	2007	R & R GENERAL CONTRACTORS	6756 WHITTEN PLACE #3	NOT IN BARTLETT	\$ 15.00
47499	12578	2007	BONDS PLUMBING	3787 BROADWAY	OUT OF BUSINESS	\$ 15.75
88065	13940	2007	CHEAPER BY THE GROSS	6214 STAGE RD	OUT OF BUSINESS	\$ 3.50
88209	12746	2007	STOVER CUSTOM HOMES	7666 GREYSTONE OAKS	OUT OF BUSINESS	\$ 15.75
88221	12447	2007	QUEST FOR BEST	5614 MONTEPELIER	SHORT PYMT ON PENALTY	\$ 12.00
52283	15420	2008	CUSTOM WIRING SOLUTIONS	5137 JEFFREY KEITH	OUT OF BUSINESS	\$ 15.00
88714	14729	2008	HUNT AUTO ACCESSORIES	7260 SHADY OAKS DR	OUT OF BUSINESS	\$ (2.00)
47648	16752	2009	H.S. FLORAL DISTRIBUTORS	8480 HIGHWAY 64	OUT OF BUSINESS	\$ 27.87
47889	18833	2009	BEST AIR CONDITIONING & HEATING	7727 HIGHWAY 70 #104	SHORT PYMT ON PENALTY	\$ 35.63
52515	17921	2009	JWL STUDIO	5780 ELMORE RD	OUT OF BUSINESS	\$ 14.75
88698	17578	2009	BARTLETT PROPERTY SERVICES	3620 AUGUST	OUT OF BUSINESS	\$ 10.75
101581	19541	2009	P & J SALES & DISTRIBUTING	4614 SHADOW WICK LN	OUT OF BUSINESS	\$ 34.96
108313	18509	2009	BIG RIVER CONTRACTORS	6322 FALCON RIDGE CV	OUT OF BUSINESS	\$ 10.00
46293	17640	2009	CHEAP CIGS	6848 STAGE RD	OUT OF BUSINESS	\$ 20.18
46480	17893	2009	J & S TRANSPORTATION SERVICES	2758 BARTLETT BLVD #204	OUT OF BUSINESS	\$ 22.18
48215	24701	2010	PRO TEC FIRE SYSTEMS INC	1431 HEISTAN PLACE	NOT IN BARTLETT	\$ 7.00
52606	20519	2010	FINANCIAL TRANSPORTATION SVCS	2950 BROTHER BLVD	OUT OF BUSINESS	\$ 614.00
46154	20292	2010	BARTLETT CHILD CARE CENTER	2863 STAGE VILLAGE CV	BUSINESS SOLD	\$ 1,372.01
46434	20560	2010	GREEN'S LAWN SERVICE	7117 LACASA DR	OUT OF BUSINESS	\$ 65.14
116993	24613	2011	NET TANGIBLE	3915 OAK RD	OUT OF BUSINESS	\$ 7.00
46746	26446	2012	UNIQUE BOUTIQUE & BRIDAL	2726 BARTLETT BLVD	STATE CHANGED CLASS	\$ 7.00
108188	27566	2012	MEMPHIS FUNERAL HOME	3700 N GERMANTOWN PKWY	EXEMPT	\$ 7.00
114161	27395	2012	RLK & B INSTALLATIONS	6608 BAIRD LN	STATE CHANGED CLASS	\$ 7.00
116961	27470	2012	LARGE SIZE BOWS	6601 BRICKMONT RD	STATE CHANGED CLASS	\$ 7.00
117021	26993	2012	ALLEN'S COMPUTER (BUS. COMPUTER)	4101 BLACKHEATH	NAME & CLASS CHANGED	\$ 7.00
123537	27561	2012	HONEYCOMB EXPRESSIONS	6819 BRIARFIELD LN	STATE CHANGED CLASS	\$ 7.00
123945	25678	2012	ONASIS REALTY	3051 GOFORTH WAY	OUT OF BUSINESS	\$ 15.00
					TOTAL	\$ 2,397.06

Attachment: Wrttofbuscorrections2013.xls (1052 : Business License Write Offs)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1053)

Meeting: 08/27/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1053

Resolution 19-13, a initial resolution authorizing the issuance of not to exceed two million three hundred thirty thousand dollars (\$2,330,000) General Obligation Public Improvement Bond and not to exceed one million four hundred ten thousand dollars (\$1,410,000) water and sewer revenue and tax 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") that for the purpose of financing, in whole or in part, the (i) construction, repair, improvement and equipping of fire department stations and facilities; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (v) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vi) 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 \$2,330,000, which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, 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 for the purpose of financing, in whole or in part, the (i) construction of extensions and improvements to the water and sewer system (the "System") of the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident 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 \$1,410,000, which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and which shall be payable from and secured by a pledge of the income and revenues to be derived from the operation of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System and to prior pledges of such revenues in favor of certain prior lien obligations. In the event of a deficiency in such revenues, such bonds are 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 \$2,330,000 general obligation public improvement bonds and not to exceed \$1,410,000 water and sewer revenue and tax 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 27th day of August, 2013.

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

A. Keith McDonald, Mayor

ATTEST:

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1055)

Meeting: 08/27/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1055

Resolution 20-13, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing equipment acquisition capital outlay notes, Series 2013, in an amount not to exceed \$770,500, and providing for the payment of said notes.

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City of Bartlett, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of police, fire, public works, administrative, and parks and recreation equipment and vehicles, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto (collectively, the "Project"), and costs incident to the financing thereof;

WHEREAS, the Municipality estimates that the life of the equipment and vehicles has an economic life of greater than 7 years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance of the State of Tennessee (the "Director of State and Local Finance"):

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$770,500, or such lesser amount as may be determined by the Mayor of the

Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "Equipment Acquisition Capital Outlay Notes, Series 2013". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owners of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall have such redemption provisions as may be determined at the time of the sale of the Notes by the Mayor and the purchaser of the Notes; provided, however, that no redemption premium shall be great than 1%.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the Municipality (the "City Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or

desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Clerk of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars (\$10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. 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.

Section 7. Transfer of Notes. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or

herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owners of the Notes as the absolute owners thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such

executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a the general fund or debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Clerk, City Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes

shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Equipment Acquisition Capital Outlay Notes, Series 2013 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owners of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owners thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owners of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other

issuers that are treated as on issuer under such Section 265(b)(3)) during the 2013 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

- (a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;
- (c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;
- (d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,
- (e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$770,500. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owners of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owners of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owners of the Notes

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect

the validity of the Notes or limit the rights and remedies of the owners from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owners thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the City Clerk, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. 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 hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All 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 effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 27th day of August, 2013.

W.C. (Bubba) 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, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on August 27, 2013; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$770,500 Equipment Acquisition Capital Outlay Notes, Series 2013, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 27th day of August, 2013.

City Clerk

(SEAL)