



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, AUGUST 23, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by David Smith, New Hope Christian Church

FUTURE MEETINGS

Bartlett City Board of Education, August 25 at 7 p.m.

Family Assistance Commission, August 29 at 6 p.m.

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

Planning Commission, September 6 at 7 p.m.

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

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

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

RECOGNITIONS

Reserve Firefighters check presentation to Muscular Dystrophy Association

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the August 9, 2016 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

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

The festival and car show will be held on Saturday, October 15 from 9 a.m. to 2 p.m. at the Tennessee Baptist Children's Home.

2 Special event permit for Hunters Walk Neighborhood Sale. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, October 1 from 5 a.m. to 3 p.m. at Hunters Walk Neighborhood.

3 Bid for two Knuckleboom Trash Loaders. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Tag Truck Center at a cost of \$129,687.08 per truck or a total cost of \$259,374.16. Funds are available in Account 122.48.122.935.

4 Bid for purchase of an Automated, Side-Loader Refuse Truck. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Sansom at a cost of \$ 234,500.00. Funds are available in Account 122.48.122.935.

5 Bid for one Ford F-150 and one Dodge Ram 1500 (Rick McClanahan, Director of Engineering)

Recommend accepting the bid from Country Ford at a cost of \$23,997 as well as Premier Automotive at a cost of \$20,895.36. Funds are available in Account 510.51200.935.

6 Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road between Austin Peay Hwy and Kirby Whitten. (Rick McClanahan, Director of Engineering)

Request approval to purchase two right-of-ways tracts for a total of \$62,173.00. Funds are available in Account 311.48311.770.422.

7 Site plan contract for Brimhall expansion. (Rick McClanahan, Director of Engineering)

The developer, TBLN Investments LLC, will pay 38,946.18 in City fees. The bond is set at \$175,803.89.

NEW BUSINESS

1 Set a public hearing for September 27, 2016 for Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2. (Terry Emerick, Director of Planning and Economic Development)

- 2 **Resolution 39-16, a resolution to open a deposit account with First Citizens National Bank and to authorize transactions relating to proceeds from 2016 Series General Obligation Bonds. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 9, 2016 - 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 Andy Thompson, Bartlett United Methodist Church

FUTURE MEETINGS

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

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

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

Bartlett Arts Council, August 16 at 6:30 p.m.

Design Review Commission, August 16 at 6:30 p.m.

RECOGNITIONS

Key to the City and check presentation to Miss Tennessee Grace Burgess

Mayor McDonald presented Miss Tennessee Grace Burgess with a Key to the City and \$5,000 to help with her expenses toward the Miss America pageant. Ms. Burgess thanked Mayor McDonald and the City of Bartlett for the outpouring of community pride. Ms. Burgess attended Bartlett High School and served on the Mayor's Youth Council.

Proclamation of Achievement for Samuel Reddick

Mayor McDonald presented Samuel Reddick with a proclamation of achievement. Mr. Reddick is one of three students in the United States to receive a full ride to any university in the country from the Coolidge Foundation. He attends Evangelical Christian School and lives in Bartlett.

Presentation by Shelby County Trustee David Lenoir

Minutes Acceptance: Minutes of Aug 9, 2016 7:00 PM (MINUTES ACCEPTANCE)

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the July 26, 2016 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

CONSENT AGENDA

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

- 1 Special event permit for Judge Freeman Marr Panther Pride 5K Run/Walk. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 1 from 8 to 10:30 a.m. W.J. Freeman Park
- 2 Purchase of seven computer workstations and 10 laptops. (Gary Rikard, Chief of Police)**
Recommend purchasing seven computer workstations for Dispatch and 10 laptops for the training room from the HP contract bid at a total cost of \$18,407.00. Funds are available in Account 123.48123.933.
- 3 Purchase two Lucas CPR Devices. (Terry Wiggins, Fire Chief)**
Recommend accepting a quote from Physio Control, Inc. for two Lucas CPR Devices and auxiliary equipment at a total cost of \$29,688.51. Physio Control, Inc. is a sole source provider for this equipment. Funds are available in Account 110.42300.939.
- 4 Bid for City Hall interior renovations. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Wagner General in the amount of \$437,000.00, plus a contingency amount of \$10,000.00 for a total cost of \$447,000.00. Additionally, award the project's construction management to RossWitt, PLLC in the amount of \$8,865.00. The total cost of this project will be \$455,865.00. Funds are available in Account 311.48311.780.1016.
- 5 Bid for Bond Work in Stonecrest Planned Development (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Ensco, LLC in the amount of \$88,550.00, plus a contingency amount of \$10,000.00 for a total cost of \$98,550.00. Funds are available in Account 311.48311.780.4476.

Minutes Acceptance: Minutes of Aug 9, 2016 7:00 PM (MINUTES ACCEPTANCE)

- 6 Bid for one 2016 Dodge Ram Truck. (Jim Brown, Director of Code Enforcement)**
Recommend accepting the lowest and best bid for one 2016 Dodge Ram Truck from Homer Skelton CDJ of Millington at a cost of \$22,431. Funds are available in Account 311.48311.785.29117.
- 7 Professional Services contract with Tyler Marketing. (Mark Brown, Chief Administrative Officer)**
Recommend authorizing the Mayor to extend the contract with Tyler Marketing for Fiscal Year 2017 for \$39,000. This contract shall be renewed annually unless terminated by either party. Funds are available in Account 110.41200.179.
- 8 Developer change for Precision Laser Art's site plan contract. (Rick McClanahan, Director of Engineering)**
Request to change the developer of the Precision Laser Art site plan contract to M.D.D. Properties. Previous contracts approved in July 2016 shall be considered null and void. The fee and bond amounts remain the same.
- 9 Drought management plan as required by the Tennessee Department of Environment and Conservation. (Rick McClanahan, Director of Engineering)**
TDEC is requiring all State water utilities to prepare and submit a drought management plan. This plan evaluates the capacity of the system and requires conservation actions based on level of demand. Conservation must begin when the system demand reaches 75 percent of capacity, and increases in severity up to 95 percent of the system. The measures run from voluntary to mandatory.
- 10 Presentation of Debt Obligation Form Related to Capital Outlay Note Series 2016. (Dick Phebus, Director of Finance)**
State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for Capital Outlay Note Series 2016. The attached form reflects the \$1,127,500 CON approved on July 12, 2016.
- 11 Planning Commission Report for August 2016. (Terry Emerick, Director of Planning and Economic Development)**
Item 1 - Bartlett Station Planned Development located at the northwest corner of Sycamore View and Main Street was deferred for 30 days.
Item 2 - Bartlett's drought management plan forwarded to the Board of Mayor and Aldermen for approval.

NEW BUSINESS

- I Resolution 37-16, an initial resolution authorizing the issuance of not to exceed five million nine hundred thousand dollars (\$5,900,000) General Obligation Public Improvement Bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that these funds will cover the City's Capital Improvement Plan Budget for Fiscal Year 2017.

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

- 2 Resolution 38-16, a resolution authorizing the issuance of General Obligation Refunding and Improvement Bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$6,910,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

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

OPEN DISCUSSION

Tara Hanson voiced her concern regarding courts using the Koran as a reference text in judgments. She requested that Bartlett pass a law that no foreign laws can be upheld within the City. The Mayor said he has asked the City Attorney to research this situation.

Jim Swett, 3734 Oak Bark Lane, does not believe personal fireworks should be shot in densely populated areas. He believes fireworks negatively affect many people and pets, in addition to potential property damage.

Jim Steinbrecher, 3449 Jenny Lane, invited citizens to participate in the inaugural Judge Freeman Marr Panther Pride 5K race on Saturday, October 1 at 8 a.m. at W.J. Freeman Park. All funds raised will go to Bartlett High School athletics programs.

Director of Public Works Bill Yearwood announced that the City would close a portion of Appling Road between Memphis-Arlington and Third Road on August 10, 2016.

Leon Hurd, 6412 Quail Ridge Drive, served as treasurer of the City's golf tournament on May 20. He noted the tournament raised \$7,000 for the West Tennessee Veterans Home.

ADJOURNMENT

Meeting adjourned at 7:34 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Aug 9, 2016 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/23/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Tennessee Baptist Children's Home Fundraiser.



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

Address 6896 Highway 70 Zip Code 38133
 Dates of the Event October 15, 2016 Hours of the Event 9am-2pm
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction) Fall Festival and Car Show, Fundraiser
 Property Owner Tennessee Baptist Children's Homes, Inc. (TBCIH)
 Special Event Permit Applicant TBCIH Address of Applicant 6896 Highway 70
 Phone Number 901-386-3961 Fax Number 901-382-9754

Check all items that apply:

For information call (901) 385-6425.

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

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

April Morris
 Responsible Person

8/11/16
 Date

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

APPROVAL

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

Attachment: TENNESSEE BAPTIST CHILDRENS HOME SE-2016 (1885 : Fall Festival & Car Show Fundraiser)

Special Event Checklist

Event: T.B.C.H. Fall Festival
 Location: 6896 Highway 70 Bartlett, TN 38133
 Dates: October 9-15, 2016

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

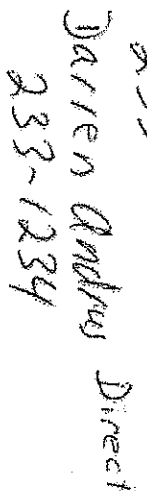
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



Client#: 15884

TENNBP

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/2016

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 The Crichton Group 3011 Armory Drive Suite 250 Nashville, TN 37204	CONTACT NAME: Lisa Hess PHONE (A/C, No, Ext): 615 383-9761 FAX (A/C, No): 615-687-2828 E-MAIL ADDRESS: Lhess@thecrichtongroup.com																					
INSURED Tennessee Baptist Children's Home, Inc. P.O. Box 2206 Brentwood, TN 37024-2206	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins</td> <td>18058 A++</td> </tr> <tr> <td>INSURER B:</td> <td>New York Marine & General Ins</td> <td>16608 A</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins	18058 A++	INSURER B:	New York Marine & General Ins	16608 A	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	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		PHPK1521354	07/09/2016	07/09/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB548595	07/09/2016	07/09/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC201600008024	01/01/2016	01/01/2017	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		PHPK1521354	07/09/2016	07/09/2017	\$1Mil Occur/\$3Mil Aggr
A	Property		PHPK1521354	07/09/2016	07/09/2017	SpCfrm; RC; AV; \$5K Ded
A	Inland Marine		PHPK1521354	07/09/2016	07/09/2017	Direct Loss; \$500 Ded.

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

RE: 10/15/16 Fall Festival

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



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IMPORTANT DOCUMENT Certificate of Flame Retardance

REGISTRATION
APPLICATION
NUMBER

ISSUED BY

Intertek

DATE OF SIGNMENT

DATE OF SIGNMENT

EVANSVILLE, INDIANA 47225
MANUFACTURERS OF THE FINISHED
TEXT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame retarded treated
(or are inherently nonflammable) and were supplied to

FAIRBANKS

ADDRESS: FAIRBANKS, AK
DATE: 10/10/1985

NEW YORK, NY 10012

Certification is hereby made that

The materials described on this Certificate have been tested with a flame-retardant approved
chemical and that the application of said chemical was done in conformance with California
Fire Marshal Code. All fabric has been tested and passed NFPA 701-1A, Class 1, 100.

Original and 2 Non-Registered

Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric





**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/23/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Hunters Walk Neighborhood Sale.



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

Hunters Walk subdivision 38002
 Address Zip Code

Oct 1, 2016 5am-3pm
 Dates of the Event Hours of the Event

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

David Carlisle 4812 Onita Dr
 Property Owner Address of Applicant
267-3008 —
 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

David R. Carlisle 8/3/2016
 Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Hunter's Walk Neighborhood Sale
 Location: Hunters Walk
 Dates: Oct 1, 2016
 Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		✓		Hours of operation and duration. 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	5 Am - 3 Pm
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10		✓		In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11		✓		<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓	✓		Name and address of the applicant.	David Carlisle 4812 Ontario
30		✓		Names and address of the owner of the premises on which the proposed event is to be held.	Hunters Walk
31			✓	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32			✓	Description of the site on which the proposed event is to be held.	
33		✓		Date of the proposed event.	Oct 1
34			✓	A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35			✓	A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36			✓	Location and number of proposed temporary public toilets.	
37			✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			✓	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Attachment: HUNTERS WALK NEIGHBORHOOD YARD SALE-2016 (1880 : Hunters Walk Neighborhood Sale)

Special event permit - authorization by Permitting Official

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

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



Google earth

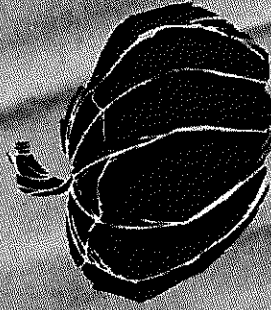


HUNTER'S WALK

Neighborhood

Yard Sale

October 10





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/23/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for two Knuckleboom Trash Loaders.

On July 19, 2016 an ad was placed in *The Daily News*. On August 4, 2016 the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Summit Truck Group	\$130,561.04
Tag Truck Center (x2)	\$129,687.08
Tag Truck Center	\$129,833.81

We recommend the bid be awarded to Tag Truck Center for a total price of \$259,374.16.

Funds are available in Account 122.48.122.935.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/23/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for purchase of an Automated, Side-Loader Refuse Truck.

On July 19, 2016 an ad was placed in *The Daily News*. On August 4, 2016 the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Sansom	\$234,500.00 (Peterbilt)
Tri-State Truck	\$234,927.00 (Mack/McNeilus)

We recommend the bid be awarded to Sansom for a total price of \$ 234,500.00.

Funds are available in Account 122.48.122.935.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/23/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for one Ford F-150 and one Dodge Ram 1500

On July 21, 2016 an ad was placed in the *Daily News*. On August 4, 2016 the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

AutoNation	\$22,465.44 / F-150 - 95 day delivery
Country Ford	\$23,997.00 / F-150 - 3 day delivery-stock
Golden Circle	\$22,315.00 / F-150 - 112 day delivery
Homer Skelton	\$22,431.00/Ram 1500 - 3 day delivery-stock
Landers Ford	\$22,945.44 / F-150 - 90 day delivery
Premier Automotive	\$20,895.36/Ram 1500-90 to 120 day delivery

The City bid pickup trucks to replace two trucks used by the water plant operators. We would like to purchase the following two trucks.

We recommend the bid be awarded to Country Ford for a price of \$23,997.00 because they provided the lowest & best price for in-stock, immediate delivery as per the bid requirements.

We recommend the second truck bid be awarded to Premier Automotive because it is the lowest cost at \$20,895.36 for one Dodge Ram for delivery in 120 days.

Funds are available in account 510.51200.935 and this is a budgeted item.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/23/16 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Authorization to purchase two Right-of-Way tracts for the widening of Old Brownsville Road between Austin Peay Hwy and Kirby Whitten.

The following two tracts have been negotiated and right-of-way offers have been accepted.
Please authorize payment to:

Tract 22	William N. Carruthers	\$19,292
Tract 90	Paragon National Bank	\$42,881
	TOTAL	\$62,173

Please authorize these purchases with funding to come from Old Brownsville Road, Account 311.48311.770.422

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/23/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Site plan contract for Brimhall expansion.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

WITNESSETH:

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

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

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

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

I

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

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

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

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

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

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

VI

BONDING REQUIREMENTS

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

VII**HOLD HARMLESS**

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

SPECIAL CONDITIONS

1. The Applicant shall contact MLGW concerning the relocation of the existing street light in Brother Boulevard. The Applicant shall be responsible for paying all costs associated with the removal and relocation of this street light.
2. There is no median modification of Brother Boulevard in the Construction Plans, so the proposed driveway on Brother Boulevard will have to be designed as a right turn in/right turn out only driveway with signage.
3. The Applicant shall pay for the water meter when this service is requested.
4. An encroachment easement will be required between the City of Bartlett and the property owner concerning the improvements that are located within the 150 feet setback required for waterway buffer, as shown in Appendix A of the Bartlett Stormwater Ordinance. This encroachment has been prepared by the City of Bartlett and after approval it shall be recorded with the applicant being responsible for any recording fees.

XVII

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

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

1. Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$15,000.00) **\$2,250.00**

2. a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$15,000.00 **\$900.00**

- b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater

$$\begin{array}{rcl} \$175 \times 1 = \$ & 175.00 & \\ 1.5\% \text{ of } \$175,803.89 & \$2,637.06 & \end{array}$$
\$2,637.06

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

$$\begin{array}{rcl} \$10.00 & \text{implies} & \$10.00 \\ \$25.00 & \text{implies} & \$0.00 \end{array}$$
\$25.00

4. Water Connection Fee

@ \$3,000.00 per service (1 domestic)
1 **\$3,000.00**

5. City Site Plan Inspection @
A: 3% of Development Cost \$5,274.12
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$175,803.89 **\$5,274.12**

6. Cost of Water and Sewer Mains to the Subdivision

Attachment: Brimhall Foods Expansion Contract for BMA 8-23-16 (1889 : Site Plan Contract for Brimhall Expansion)

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	5.19	(Total Site Acreage)
	\$	12,108.27	\$12,108.27
	\$33 per Front Foot x 670'		\$22,110.00
	(670 LF is the Brother Front Footage)		<u>\$22,110.00</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
8	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	5.19 Acres	\$ 2,750.00	<u>\$ 2,750.00</u>
9	City portion of Water Improvements		N/A
	TOTAL DUE CITY		\$38,946.18

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

1. Asphalt Paving Cost (Estimated Construction Cost)		\$ -
2. Street Light (Estimated (Street Light Removal)		\$ 5,000.00
TOTAL DUE II		<u>\$ 5,000.00</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) **\$175,803.89**

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

 A. Keith McDonald
 MAYOR, CITY OF BARTLETT

DEVELOPER: TBLN INVESTMENTS LLC

By:_____

Printed Name: _____

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1890)

Meeting: 08/23/16 07:00 PM

Department: Planning and Economic Development

Category: Public Hearing

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 1890

Set a public hearing for September 27, 2016 for Resolution 19-16, a resolution approving amendments to the planned development for Brunswick Village at Wolfchase, Phase 2.

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

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

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

Engineering Conditions:

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

General:

1. A residential contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review. This contract will address the fees and bond associated with this development.
2. If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
3. All new utilities shall be underground.
4. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms.
5. The water, sewer, and drainage lines were installed by the previous developer.
6. The sewer line was plugged near Ladurl Street. All sewer lines and sewer manholes shall be cleaned and tested. Once this has been accomplished, the plug near Ladurl Street will be removed.
7. The drainage lines and structures shall be cleaned and tested prior to acceptance.
8. All of the water lines shall be flushed and bacteriologically tested prior to acceptance.
9. An as-built water plan is on file at the City of Bartlett Engineering Department. If no changes to the layout are needed, this as-built plan should be sufficient.

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

Planning Conditions:

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

Additional Conditions:

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

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

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

ADOPTED THIS 27th DAY OF SEPTEMBER, 2016.

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 08/23/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Resolution 39-16, a resolution to open a deposit account with First Citizens National Bank and to authorize transactions relating to proceeds from 2016 Series General Obligation Bonds.

WHEREAS, the City of Bartlett plans to sell 2016 Series General Obligation Bonds on or about September 13, 2016; and

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

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that an interest bearing account be opened at First Citizens National Bank in Bartlett, Tennessee for all transactions in relation to the 2016 Series General Obligation bond proceeds.

Adopted this day of August 23, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____

Stefanie McGee, City Clerk