



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 25, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Scott Wood, Faith Baptist Church

FUTURE MEETINGS

Board of Education, July 27 at 7 p.m.
Beer Board, August 1 at 6 p.m.
Bartlett Station Commission, August 2 at 7:30 a.m.
City Beautiful Commission, August 3 at 6:30 p.m.
Family Assistance Commission, August 7 at 6 p.m.
Planning Commission, August 7 at 7 p.m.

RECOGNITIONS

Memphis Runners Track Club donation to Parks and Recreation Department

Director of Parks and Recreation Shan Criswell introduced representatives from the Memphis Runners Track Club: John Payne, Rob Hunter, Rich Tutko, and Lane Purser. These gentlemen presented the City with a \$2,000 check to assist with the installation of 911 Locate Safety signs in Nesbit Park. These signs are similar to mile markers so if someone needs emergency assistance, they can use these signs to direct first responders to their location.

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

MINUTES ACCEPTANCE

Minutes of the July 11, 2017 Board of Mayor and Aldermen Regular Meeting

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

PUBLIC HEARING

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

- I. Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute.

No one spoke for or against Ordinance 17-06.

Adjourned at 7:09 p.m.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute. (Mark Brown, Chief Administrative Officer)**

Mark Brown, Chief Administrative Officer, explained that State law allows the City to increase its threshold for public advertising from \$10,000 to \$25,000. The City adheres to the Municipal Purchasing Law of 1984 in Tennessee State Law.

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

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

- I **Special event permit for Stanky Creek 50K Marathon and 25K Half Marathon. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, September 10 from 7 a.m. to 4 p.m. at Nesbit Park.
- 2 **Additional 2017 softball tournament request. (Shan Criswell, Director of Parks and Recreation)**
- 3 **Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work. (Rick McClanahan, Director of Engineering)**
Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of \$16,100. Funds are available in Account 510.51200.179

- 4 Renewal of Computer-Assisted Dispatch maintenance agreement. (Gary Rikard, Chief of Police)**
Request to renew annual service agreement from Trittech Software Systems for a total cost of \$65,547.13. Funds are available in Account 123.48123.264.
- 5 Purchase of one CPR device and one defibrillator. (Terry Wiggins, Fire Chief)**
Recommend accepting two quotes from Physio Control, Inc. for one Lucas CPR Device and for one Lifepak 15 monitor/defibrillator for a total cost of \$51,598.52. Both devices come with the necessary auxiliary equipment. Physio Control, Inc. is a sole source provider for this equipment provides consistency and compatibility with current equipment. Funds are available in Account 110.42300.939.
- 6 Removal of concrete lighting in Veterans Park. (Rick McClanahan, Director of Engineering)**
MLGW will remove the existing concrete lighting in Veterans Park for a total cost of \$11,443.68. This lighting will be replaced as part of Phase I renovations to W.J. Freeman Park. Funds are available in Account 311.48311.780.51401.
- 7 Condemnation of seven properties for Old Brownsville Road widening. (Rick McClanahan, Director of Engineering)**
Recommend authorizing condemnation of seven properties for the widening of Old Brownsville Road, if administrative settlements in the maximum amount of \$130,000 cannot be reached. Funds are available in Account 311.48311.770.422.
- 8 Subdivision Contract for the Village at Deer Run. (Rick McClanahan, Director of Engineering)**
The developers, Skip Hobbs Construction, LLC and James Vernon Hobbs, will pay \$40,462.56 in City fees. The bond is set at \$447,875.17.
- 9 Planning Commission report for July 2017. (Kim Taylor, Director of Planning and Economic Development)**
Item 1 - Special use permit for an assisted living facility located at the intersection of New Brunswick and Brunswick Roads was approved with conditions and forwarded to the Board of Mayor and Aldermen with a recommendation for approval.
Item 2 - Site plan for Chick-fil-A, located on Kirby Whitten Road north of Stage Road, was approved with conditions.
Item 3 - Site plan for the Bartlett High School soccer facility, 5665 Ferguson, was approved with conditions.

NEW BUSINESS

- I Appoint Kathleen Robertson to City Beautiful Commission. (A. McDonald, Mayor)**

Ms. Robertson's term will expire December 31, 2017.

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

2 Appoint John Horne as Assistant Director of Engineering. (A. McDonald, Mayor)

Mr. Horne will be sworn in July 31. His appointment term is from August 1, 2017 to December 31, 2018.

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

3 Resolution 32-17, a resolution to amend the FY18 Capital Improvement Program Budget to provide additional funding for land acquisition for a new maintenance shop. (Mark Brown, Chief Administrative Officer)

Mr. Brown explained that the Board approved a letter of intent to purchase this property for the Tennessee College of Applied Technology facility, but the City determined this property is better suited for a new maintenance shop. The Board approved \$250,000 to purchase property for the new shop. This resolution will appropriate an additional \$125,000 to purchase this property at the corner of Yale Road and Brother Boulevard. Mayor McDonald noted that the shop repairs all city vehicles; therefore funds can be used from a variety of budget accounts.

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

4 Set a public hearing for August 22, 2017 for Resolution 33-17, a resolution approving a special use permit for an assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick roads. (Kim Taylor, Director of Planning and Economic Development)

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:17 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 11, 2017 - BARTLETT CITY HALL - 7:00 PM

ROLL CALL

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

INVOCATION

Opening Prayer by Stephen Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 13 at 7 p.m.

Historic Preservation Commission, July 17 at 7 p.m.

Bartlett Arts Council, July 18 at 6:30 p.m.

Design Review Commission, July 18 at 6:30 p.m.

RECOGNITIONS

Mayor McDonald and the aldermen recognized a Boy Scout from Troop 457. The scout attended the meeting to earn his Citizenship in the Community merit badge.

Firefighter Reserves check presentation to Muscular Dystrophy Association

The reserve firefighters recently raised funds through the Fill the Boot campaign for the Muscular Dystrophy Association. Michael McElwee, head of the reserves' association, presented a check for \$7,100 to the Muscular Dystrophy Association.

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

MINUTES ACCEPTANCE

Minutes of the June 27, 2017 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	McDonald, Pleasant, Simmons, Young

Minutes Acceptance: Minutes of Jul 11, 2017 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

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

- I. Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot I, Summer Avenue within the "C-H" Highway Business Zoning District.

Paul Bray, an engineer with the Bray Davis firm, spoke on behalf of the applicant. He said 3-A Collision is in agreement with the City's conditions.

No one spoke in favor or in opposition of Resolution 29-17.

2. Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark.

No one spoke in favor or in opposition of Ordinance 17-05.

UNFINISHED BUSINESS

- I **Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot I, Summer Avenue within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

Kim Taylor, Director of Planning and Economic Development, explained that a special use permit is required for an automobile paint and body shop to be located in Commercial Highway Zoning District. She said that 3-A Collision already has a facility adjacent to this property, and this will be an extension of the business on a separate lot. The Planning Commission forwarded a favorable recommendation to the Board at its June meeting.

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

- 2 **Third Reading of Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark. (Kim Taylor, Director of Planning and Economic Development)**

Ms. Taylor explained that this house was built in 1866, in what is now the Historic District. The current owner has fully restored the interior. Both the Planning Commission and the Historic Preservation Commission have sent a favorable recommendation to the Board.

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

- 3 **Second Reading of Ordinance 17-06, an ordinance to amend Title 5, Chapter I, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 7/25/2017 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Bobby Simmons, Alderman	
AYES:	McDonald, Pleasant, Simmons, Young	

CONSENT AGENDA

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

- 1 **Special event permit for Bon Lin Elementary 5K Run and Carnival. (Jim Brown, Director of Code Enforcement)**
The run will be held Saturday, October 21 from 7 to 10 a.m., and the carnival will run from 10 a.m. to 3 p.m. that Saturday.
- 2 **Bid for annual yard waste disposal. (Bill Yearwood, Director of Public Works)**
Recommend accepting both bids from Jones Mulch and Nature's Earth Products. Funds are available in Account 122.48122.563.
- 3 **Bid for Old Brownsville Road Bridge over Buckhead Creek replacement, utility relocation, and project oversight. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid for bridge replacement from Jones Bros. Inc. in the amount of \$658,887.32, plus a contingency amount of \$100,000.00 for a total cost of \$758,887.32. Recommend accepting the lowest bid for utility relocation from Ensco, LLC in the amount of \$128,050.00, plus a contingency amount of \$25,000.00 for a total cost of \$153,050.00. Recommend accepting the proposal from Buchart Horn, Inc. for Construction Engineering and Inspection Services in the amount of \$230,043.94. Total cost of this project should not exceed \$1,141,981.26. Funds are available in Account 311.48311.780.442.
- 4 **Presentation of Debt Obligation Form Related to General Obligation Capital Outlay Note, Series 2017. (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 General Obligation Capital Outlay Note, Series 2017. The attached form reflects the \$1,969,150.00 note approved on June 13, 2017.

NEW BUSINESS**I Letter of Intent to purchase 20 acres of property for the future construction of Tennessee College of Applied Technology. (Mark Brown, Chief Administrative Officer)**

Mr. Brown explained that in April the Board had approved a letter of intent to purchase 13 acres for the Tennessee College of Applied Technology. The property is not suitable for this project; the City would like to purchase the approximately 20 acres of property at the corner of Appling Road and Brother Boulevard.

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

OPEN DISCUSSION

Mayor McDonald reminded the public about Alderman Pleasant's annual Fish Fry on Saturday, July 15 at 3 p.m.

ADJOURNMENT

Meeting adjourned at 7:21 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jul 11, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

ORDINANCE (ID # 2141)

Meeting: 07/25/17 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2141

Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute.

WHEREAS, the City of Bartlett has adopted purchasing procedures for the protection of taxpayers' monies, and

WHEREAS, the City has established different levels of purchase authority, and

WHEREAS, the State of Tennessee Legislature allows municipalities with a full-time purchasing agent and centralized purchasing authority to increase the dollar amount of administrative approvals from ten thousand dollars (\$10,000) to a maximum of twenty-five thousand dollars (\$25,000), by ordinance, via the Municipal Purchasing Law of 1983 (T.C.A. 6-56-301 and following sections).

WHEREAS, the City of Bartlett has recently hired a full-time purchasing agent and established centralized purchasing authority, thereby meeting the requirements of the Municipal Purchasing Law of 1983.

NOW THEREFORE BE IT HEREBY ORDAINED by the City of Bartlett Board of Mayor and Aldermen to amend the City's purchasing requirements set forth in Codified Ordinance 5-102, 5-103, and 5-104 as follows:

SECTION I.

5-102. Purchases in excess of ~~\$10,000.00~~ \$25,000.

Formal publication in a newspaper of general circulation in Shelby County shall be made to solicit bids from all interested bidders and in addition there shall be sent an invitation to bid to all persons recorded in the Registry of Bidders for purchases of value greater than ~~ten~~ twenty-five thousand dollars (~~\$10,000.00~~) (\$25,000). Publication shall be made not less than ten (10) days before bids are accepted. Bids shall be opened and read

aloud at the time and date specified in the invitation to bid and after review by the appropriate city personnel presented to the board of mayor and aldermen for review and action.

SECTION 2.

5-103. Purchases between ~~\$4,000.00~~ \$10,000 and ~~\$10,000.00~~ \$25,000.

(1) Purchase order request form contains the following minimum information for purchases between four ten thousand dollars (~~\$4,000.00~~) (~~\$10,000~~) and ten twenty-five thousand dollars (~~\$10,000.00~~) (\$25,000) must be submitted.

- (a) Department making request;
- (b) Items requested;
- (c) Reason for request;
- (d) Line item expense code;
- (e) Assurance of funds availability per budget;
- (f) Bids from a minimum of three (3) suppliers or justification as to why three (3) bids were not obtained;
- (g) Signature of department head (or approved representative).

(2) After approval from the mayor's office the request shall be forwarded to accounting where a purchase order authorizing the expenditure will be issued.

SECTION 3.

5-104. Purchases of ~~\$4,000.00~~ \$10,000 or less.

A purchase order request form as outlined under § 5-103 of this chapter may be submitted directly to accounting for issuance of a purchase order for purchases of four ten thousand dollars (~~\$4,000.00~~) (~~\$10,000~~) or less. In no case can the procedure be used when the amount of the purchase would exceed budgeted authorization.

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

EFFECTIVE DATE This Ordinance shall become effective after its final passage, the public welfare requiring it.

First Reading: June 27, 2017

Second Reading: July 11, 2017
 Third Reading: July 25, 2017

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

06/27/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
 Next: 07/11/17

Mr. Brown explained that this ordinance amendment will bring the City in line with the State's Municipal Purchasing Law of 1983. If a City has a centralized purchasing system through a purchasing agent, purchases up to \$25,000 can be made with administrative approval.

07/11/17 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
 Next: 07/25/17

COMMENTS - Current Meeting:

Mark Brown, Chief Administrative Officer, explained that State law allows the City to increase its threshold for public advertising from \$10,000 to \$25,000. The City adheres to the Municipal Purchasing Law of 1984 in Tennessee State Law.

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek 50K Marathon and 25K Half Marathon.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Bobby Simmons, Alderman**SECONDER:** Jack Young, Vice Mayor**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



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

NESBIT PARK 5760 YALE RD

Address

38134

Zip Code

SEPTEMBER 10, 2017

Dates of the Event

7:00AM TO 4:00PM

Hours of the Event

FOOT RACE (RUN)

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

CITY OF BARTLETT

Property Owner

MICHAEL D. SAMUELSON

9438 WILLIAM LITTLE DR.

ALTIS ENDURANCE SPORTS, LLC

LAKE LAND, TN 38002-9475

Special Event Permit Applicant

Address of Applicant

901-355-9820

Phone Number

NONE

Fax Number

Check all items that apply:

For information call (901) 385-6425.

- N/A State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
~~X~~ Letter of Permission
~~X~~ Insurance
N/A Tents (Fire Retardant letter included)
~~X~~ Special Event Checklist
~~X~~ Map
N/A Sign or Banner

\$60.00

Special Event Fee

\$4.00

Permit Issuing Fee

 Total

Michael D. Samuel

Responsible Person

7-10-17

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: STANKY CREEK 50K/MARATHON/25K/HALF MARATHON

Location: NESBIT PARK 5760 YALE RD BARTLETT, TN 38134

Dates: _____

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			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	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		<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	
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.											

	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.	
			X	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.	
		X			
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.	
			X		

	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		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	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.	
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.	
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.	

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.	

Special Event Permit Application
For
Stanky Creek 50K/Marathon/25K/Half Marathon (a foot race)

Date and time of event: Sunday September 10, 2017 from 7:00 AM to 4:00 PM

Location of Event: Nesbit Park (Stanky Creek) located at 5760 Yale Rd. Event participants will run, jog, or walk either a 50K, marathon, 25K, or half marathon by running loops on the park's maintained trails to complete the race distance of their choosing.

Name and address of the Race Director:

Mr. Mike Samuelson
9438 William Little Dr.
Lakeland, TN 38002-9475
events@altisendurance.com
Cell/home: 901-355-9820

Narrative description of event: Approximately 200 runners (the event is limited to a maximum of 250 runners) will run loops of the Nesbit Park trails to complete a 50K, marathon 25K, or half marathon.

Parking: Event participants will park in the Nesbit Park parking lot and also legally park between the bike lane and the curb on Yale Rd. near the park.

Standards: All performance standards and requirements set forth in the Special Events Checklist have been satisfied.

Portable toilets: Portable toilets will be used and set up on the west side of the Nesbit Park parking lot.

City Services: No city services are requested for this event.

Insurance Coverage: Insurance coverage for this event has been obtained. The appropriate Certificate of Liability Insurance for this event is included in this permit request.

Restoration of site: The restoration of Nesbit Park will be conducted according to required special event standards and conditions of approval.

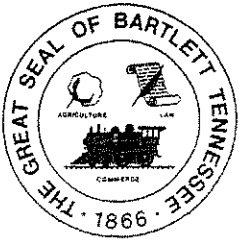
Proceeds from this event support Youth Villages and Goodwill.

Enclosure (1): Completed Special Event Checklist
Enclosure (2): Nesbit Park Map
Enclosure (3): Insurance Certificate
Enclosure (4) Parks & Recreation Permission Letter

Respectfully submitted,



Mike Samuelson, Race Director



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

April 20, 2017

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

The second annual Stanky Creek 50K Marathon and 25K Half Marathon has requested to use Nesbit Park on Sunday, September 10, 2017, 7:00 a.m. until 4:00 p.m. This event will support Youth Villages and Goodwill.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director Parks and Recreation
City of Bartlett

cc: Michael D. Samuelson
9438 William Little Dr.
Lakeland, TN 38002-9475
events@altisendurance.com
901-355-9820

Attachment: STANKY CREEK 50K MARATHON-25K HALF MARATHON-2017 (2156 : Stanky Creek 50K Marathon/25K Half Marathon)



CERTIFICATE OF LIABILITY INSURANCE

8.1.a

DATE (MM/DD/YYYY)

6/1/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C No. Ext): (260) 467-5690 FAX (A/C No.): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2017 and Its Member Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A National Casualty Company NAIC # 11991 INSURER B Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2017 \$1M A.I.

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		KRO0000006655200	12/31/2016 12:01 AM	12/31/2017 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to Participant \$1,000,000					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:		Abuse & Molestation			GENERAL AGGREGATE \$ Unlimited
			Aggregate \$5,000,000			PRODUCTS - COMP/OP AGG \$ 1,000,000
						Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY		KRO0000006655200	12/31/2016 12:01 AM	12/31/2017 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000027889600	12/31/2016 12:01 AM	12/31/2017 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/10/17 Stanky Creek 50k/Marathon/25k/Half Marathon INSURED RRCA CLUB/EVENT MEMBER: Altis Endurance Sports, LLC, Att'n: Mike Samuelson, 412 Hillsmere Drive, Annapolis, MD 21403

CERTIFICATE HOLDER**CANCELLATION**

09/10/17 City of Bartlett
5868 Stage Road
Bartlett, TN 38002

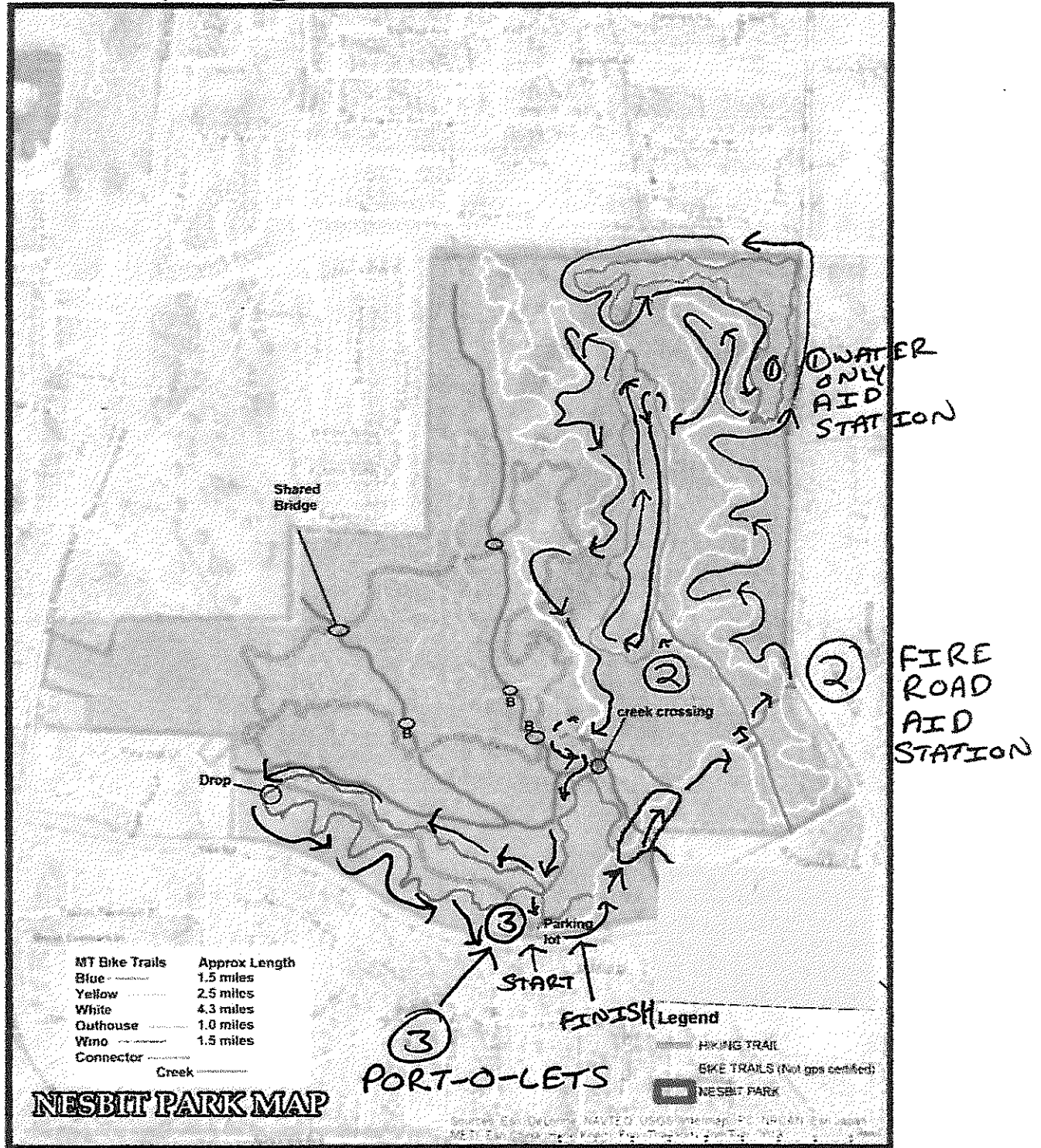
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Diller/MMA

Terry R. Diller, CPCU

NESBIT PARK MAP



STANKY CREEK 50K/MARATHON/25K/HALF

- ① WATER ONLY AID STATION
- ② FIRE ROAD AID STATION
- ③ PORT-O-LETS ON WEST SIDE OF PARKING LOT

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM
Department: Parks and Recreation
Category: Proposal
Prepared By: Susan Bingel
Department Head: Shan Criswell

Additional 2017 softball tournament request.

August 5, 2017 at Appling
USSSA/GSL Softball Tournament-Softball

September 16, 2017 at Appling
USSSA/GSL Softball Tournament-Softball

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

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

**Service Agreement
Between
The University of Memphis and the City of Bartlett**

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between The University of Memphis (hereinafter "University"), a public university of the State of Tennessee, and the City of Bartlett (hereinafter "Bartlett").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

Article 1. For purposes of this Agreement, the following definitions apply:

- 1.1 "CAESER" shall mean the University's Center for Applied Earth Science and Engineering Research (CAESER).
- 1.2 "Service" shall mean any work performed by CAESER for Bartlett in conjunction with the well head protection program as described in Exhibit A, attached hereto and incorporated herein by reference.

Article 2. Bartlett shall pay University an annual fee of \$16,100.00, due within thirty (30) days of execution of this Agreement, for Service performed by CAESER. Subject to Bartlett's payment of amount due to University as set forth herein, University, by and through CAESER, agrees to use reasonable efforts to complete the Service as described in Exhibit A.

Article 3. Payment under the terms of this Agreement shall be made by check payable to:

Name on check:	The University of Memphis 265 Administration Building P.O. Box 1000 Dept. 313 Memphis, Tennessee 38148-03133	Tax ID #:	62-0648618
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Reference: Waldron 17-0640

Article 4. The term of this Agreement shall commence on July 1, 2017 and shall expire on June 30, 2018. The term of this Agreement may be extended by the mutual written consent of the duly authorized representatives of University and Bartlett.

Article 5. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party. The Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that CAESER has been rendered unusable, CAESER's personnel are not available, or the activity has been cancelled due to circumstance outside the control of University. This contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the contract upon written notice to Bartlett. Termination of this Agreement shall not affect the rights and obligations of the parties which shall have accrued prior to termination.

Article 6. Bartlett warrants that no amount shall be paid directly or indirectly to any officer or employee of the University/State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Bartlett in connection with any work contemplated or performed relative to this Agreement.

Article 7. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

Article 8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Neither party shall assign their rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall not be effective until approved by University's Vice President for Research or official designee. Whenever the consent or approval of the University is required or permitted hereunder, such consent or approval must be given by University's Vice President for Research or official designee.

Article 9. Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if mailed by certified mail or express courier, postage prepaid, return receipt requested, addressed to such other party at its respective address as follows:

If to Bartlett:

Mr. Rick McClanahan
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
(901) 385-5570

If to University with respect to all non-technical matters:

Angela W. Fair
Office of Sponsored Programs
The University of Memphis
315 Administration Building
Memphis, TN 38152
(901) 678-0880 phone

If to University with respect to technical matters:

Dr. Brian Waldron
Center for Applied Earth Science and Engineering Research
The University of Memphis
900 Wilder Tower
Memphis, TN 38152
(901) 678-3283

Article 10. University makes no warranties, express or implied, concerning the results of the Service provided hereunder or of the merchantability or fitness for a particular purpose of such Service. University shall not be liable for any direct, consequential, or other damages suffered by Bartlett or any other party as a result of the conduct of the Service. All warranties made or to be made in connection with the Service shall be made solely by Bartlett thereof and no such warranties shall directly or indirectly by implication obligate in any way University, the Tennessee Board of Regents, the State of Tennessee, or their officers or employees.

Article 11. Bartlett and its subcontractors are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 12. Bartlett shall retain all records of payments pertinent to this Agreement for a minimum of three (3) years following the contract end date. Such documents and records are subject to audit, with prior notification, by the University's representative, the State of Tennessee Comptroller's Office, or their designee.

Article 13. The use by Bartlett of University's name or any other names, insignia, symbol(s), or logotypes associated with University or any variant or variants thereof in advertising, publicity, or other promotional activities is expressly prohibited unless required by law or written consent is provided by University's Legal and Marketing Departments.

Article 14. This Agreement constitutes the entire understanding between the parties for the use of University's services, and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement may be modified only by written amendment executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterpart original by their duly authorized representatives.

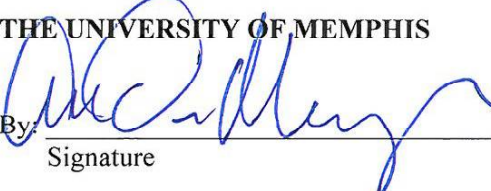
CITY of BARTLETT

By: _____
Signature

A. Keith McDonald
Mayor

Date

THE UNIVERSITY OF MEMPHIS

By: 
Signature

Andrew Meyers
Vice President for Research


Date

EXHIBIT A

Scope of Work

The Center for Applied Earth Science and Engineering Research (CAESER) will:

1. Continue to perform its mission to engage in applied research excellence, education, and leadership toward sustaining community ground water resources;
2. Maintain the City of Bartlett's Wellhead Protection Plan by:
 - a. updating the protection Zones 1 and 2 as a result of any added or abandoned wells during 2016;
 - b. conducting an inventory of potential contaminant source sites that fall within and directly outside the Zone 1 and 2 areas; and
 - c. accurately locate (x,y,z) production and observation wells.
3. Provide expertise to the City of Bartlett in matters dealing with ground water within the scope and mission of CAESER.
4. Provide input to educational material for the elected leaders and citizens of the City of Bartlett concerning the status of the aquifer, the well head protection program, or aquifer protection.
5. Seek out external funding to support CAESER's mission and support ground water awareness and sustainability.

Regarding development of the wellhead protection document for the City of Bartlett (see task 2), a comprehensive report will be provided to the City of Bartlett in November for review before submittal to the State of Tennessee.

By Aug 1, 2017, the City of Bartlett will need to provide the Center for Applied Earth Science and Engineering Research a list of installed or abandoned wells and any change in pump rates that occurred during 2016.

Timeline and budget

This contract will begin July 1, 2017 and end June 30, 2018. The budget total is \$16,100. These dollars will be used to cover professional services, supplies, and funding for students toward the tasks outlined above.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Renewal of Computer-Assisted Dispatch maintenance agreement.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

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



TRITECH

SOFTWARE SYSTEMS

9477 Waples Street, Suite 100
San Diego, CA 92121

www.tritech.com
Main: 800-799-7000
Fax: 858-799-7015

Invoice	VA0000000028
Date	6/1/2017
Page	1
Due Date	6/27/2017
User	rawyh

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Dennis Canon
Email: dcanon@bartlettspolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Due Date	Req Ship Date	Master No.
2017.2018	TN078		DELIVER	6/27/2017	6/26/2018	51,395
Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price	
1.00	0000002652	V-VMCAD002	Period: 6/27/2017 - 6/26/2018	\$20,820.52	\$20,820.52	
		Maintenance Contracts				
		#12096005 - Connection Mngr SAW Lic 5, CAD License 5, Paging Link SAW Lic 5, Server Lic 50-150kPOP1,				
1.00	0000002652	V-VPSCAD002	Period: 6/27/2017 - 6/26/2018	\$1,437.66	\$1,437.66	
		Maintenance Contracts				
		#12096005 - CAD Server access license				
1.00	0000002652	V-VMEMBL002	Period: 6/27/2017 - 6/26/2018	\$6,437.30	\$6,437.30	
		Maintenance Contracts				
		#12096005 - Mobile Server				
1.00	0000002652	V-VMERMS001	Period: 6/27/2017 - 6/26/2018	\$9,762.56	\$9,762.56	
		Maintenance Contracts				
		#12096005 - Mobile Server, RMS Evidence + Bar Code, RMS traffic Accidents, RMS workstation Lic 15 (				
1.00	0000002652	V-VMERMS001	Period: 6/27/2017 - 6/26/2018	\$279.01	\$279.01	
		Maintenance Contracts				
		#1296005 - RMS Handheld client				
1.00	0000002652	V-VOTOTH021	Period: 6/27/2017 - 6/26/2018	\$2,013.88	\$2,013.88	
		Subscription Agreements				
		#12096005 - DATAVault 20GB				
1.00	0000002652	V-VSETRN010	Period: 6/27/2017 - 6/26/2018	\$2,013.88	\$2,013.88	
		Subscription Agreements				
		#12096005 - LMS User Subscription				
1.00	0000002652	V-VMEOH001	Period: 6/27/2017 - 6/26/2018	\$4,252.50	\$4,252.50	
		Maintenance Contracts				
		#120960056 - MNHS Yr3 \$4,252.50				
1.00	0000002652	V-GEOMTE002	Period: 6/27/2017 - 6/26/2018	\$297.41	\$297.41	
		Maintenance Contracts				
		#12096005 - GeoComm GeoLynx Admin License				
1.00	0000002652	V-GEOMTE003	Period: 6/27/2017 - 6/26/2018	\$3,717.66	\$3,717.66	
		Maintenance Contracts				
		#12096005 - GeoComm GeoLynx 911 V7 Software Lic				
1.00	0000002652	V-GEOMTE004	Period: 6/27/2017 - 6/26/2018	\$190.34	\$190.34	
		Maintenance Contracts				
		#12096005 - GeoComm GeoLynx Sync Client				

Attachment: Trittech, Visionair (2154 : Trittech/VisionAir Software Maintenance, CAD, RMS)



TRITECH

SOFTWARE SYSTEMS

9477 Waples, Street, Suite 100
San Diego, CA 92121

www.tritech.com
800-799-7000
Fax: 858-799-7015

Invoice	VA0000000028
Date	6/1/2017
Page	2

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Ship To:

Bartlett Police Department, City of
Dennis Canon
3730 Appling Road
Bartlett TN 38133

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2017.2018	TN078		DELIVER	Net 30 Days	6/26/2018	51,395
Quantity	Contract Num	Item Number	Term		Unit Price	Ext. Price
1.00	0000002652	V-GEOMTE005 Maintenance Contracts #12096005 - GeoComm GeoLynx Sync Server	Period:	6/27/2017 - 6/26/2018	\$594.83	\$594.83
1.00	0000002652	V-VMINF001 Maintenance Contracts #12096005 - Inform IQ (1-40 Concurrent Users)	Period:	6/27/2017 - 6/26/2018	\$2,034.51	\$2,034.51
1.00	0000002652	V-VMEDSB001 Maintenance Contracts #12096005 - DASHBOARD-On Premis IQ Bundle	Period:	6/27/2017 - 6/26/2018	\$3,032.86	\$3,032.86
1.00	0000002652	V-VMCAD001 Maintenance Contracts #12096005 - VisioCAD GeoFile Update Utility	Period:	6/27/2017 - 6/26/2018	\$1,078.35	\$1,078.35
1.00	0000002652	V-VMEMBL001 Maintenance Contracts #12096005 - NCIC	Period:	6/27/2017 - 6/26/2018	\$539.12	\$539.12
1.00	0000002652	V-GEOMTE011 Maintenance Contracts #12096005 - GeoComm DMS GIS Manager	Period:	6/27/2017 - 6/26/2018	\$2,081.89	\$2,081.89
1.00	0000002652	V-GEOMTE016 Maintenance Contracts #12096005 - VisionGIS	Period:	6/27/2017 - 6/26/2018	\$4,562.85	\$4,562.85
1.00	0000002652	V-VOTOH002 Maintenance Contracts Remote Support Connectivity (Formerly Go To Assist)	Period:	6/27/2017 - 6/26/2018	\$400.00	\$400.00

Tax ID 95-3871079 For questions - Call 858-799-7401
INVOICES ARE MAILED BUT NO HARD COPY IS MAILED.
THANK YOU

Subtotal	\$65,547.13
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$65,547.13

Remit to: TriTech Software Systems, PO Box 203223 Dallas, TX 75320-3223

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM

Department: Fire

Category: Bid

Prepared By: Stefanie McGee

Department Head: Terry Wiggins

Purchase of one CPR device and one defibrillator.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Bobby Simmons, Alderman**SECONDER:** Jack Young, Vice Mayor**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To BARTLETT FD
 Attn: Darren Webb, Commander
 CITY OF BARTLETT 2939 ALTRURIA
 BARTLETT, TN 38134
 (901) 385-5536
dwebb@cityofbartlett.org

Quote Number 00085518
 Revision # 1
 Created Date 6/27/2017
 Sales Consultant Clark Sewell
 (615) 403-1828
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the
 following terms and conditions
 NET Terms NET 30
 Expiration Date 9/25/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11576-000060	LUCAS Battery Desk-Top Charger	1.00	1,170.00	-152.10	1,017.90	1,017.90
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	712.00	-92.56	619.44	1,238.88
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,950.00	-2,073.50	13,876.50	13,876.50

Subtotal USD 16,133.28
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 185.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total USD 16,318.28

Pricing Summary Totals

List Price Total USD 18,544.00
 Total Contract Discounts Amount USD 0.00
 Total Discount USD -2,410.72
 Trade In Discounts USD 0.00
 Tax + S&H USD 185.00

GRAND TOTAL FOR THIS QUOTE
 USD 16,318.28



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To BARTLETT FD
Attn: Darren Webb, Commander
CITY OF BARTLETT 2939 ALTRURIA
BARTLETT, TN 38134
(901) 385-5536
dwebb@cityofbartlett.org

Quote Number 00085351
Revision # 1
Created Date 6/26/2017
Sales Consultant Clark Sewell
(615) 403-1828
FOB Redmond, WA
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30
Expiration Date 8/25/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000015	AC power cord	1.00	81.00	-10.53	70.47	70.47
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	206.00	-26.78	179.22	179.22
11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,520.00	-197.60	1,322.40	1,322.40
11160-000013	NIBP Cuff-Reusable, Child	1.00	24.00	-3.12	20.88	20.88
11160-000017	NIBP Cuff-Reuseable, Large Adult, Bayonet	1.00	33.00	-4.29	28.71	28.71
11160-000019	NIBP Cuff-Reusable Adult X large	1.00	48.00	-6.24	41.76	41.76
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	1.00	640.00	-83.20	556.80	556.80
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	1.00	705.00	-91.65	613.35	613.35
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	57.00	-7.41	49.59	49.59
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	82.00	-10.66	71.34	71.34
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	1.00	320.00	-41.60	278.40	278.40
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	469.00	-60.97	408.03	1,632.12
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	34,960.00	-4,544.80	30,415.20	30,415.20

Subtotal

USD 35,280.24

Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total	USD 35,465.24
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Pricing Summary Totals

List Price Total	USD 40,552.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -5,271.76
Trade In Discounts	USD 0.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 35,465.24

Less S+H — 185⁰⁰

\$ 35,280.24

TD

Please Select One:

☐

MY COMPANY USES A PO SYSTEM-please acknowledge the following:

On all orders \$5,000 or greater before applicable freight and taxes, a hard copy purchase order, referencing the quote number, is required. (If under \$5,000, a purchase order number is sufficient. Please provide purchase order # here _____)

☐

MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.

BILLING ADDRESS

Address _____
 City _____ State _____
 Zip Code _____
 A/P Email _____
 Phone _____

SHIPPING ADDRESS

Address _____
 City _____ State _____
 Zip Code _____
 A/P Email _____
 Phone _____

Signature Required for Non-PO using:

Physio-Control Inc. Requires Written Verification Of This Order.

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.

☐

Please Check Applicable Tax Status:

We are a Tax Exempt Entity (Tax Exempt Certificate Must Be Provided)

☐

We are Taxable Entity (Applicable Tax will be Applied at Time of Invoice)

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

Reference Number CS/02061601/115256

Quote Number: 00085351

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Removal of concrete lighting in Veterans Park.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

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



MEMPHIS LIGHT, GAS AND WATER DIVISION

220 S. Main St. MEMPHIS, TENNESSEE 38103

June-23-2017

|||||

Rick McClanahan
City of Bartlett Engr. Dept.
6382 Stage Rd.
Memphis, TN. 38134

RE: Remove 4 st. lts. & relocate one st. Lt.
WR#: **WO127068**

Dear Mr. Rick McClanahan

We have completed the design for the work you requested based upon the information provided by you and/or your contractors. The estimated cost of this work is \$11,443.68, provided payment is received and processed by MLGW within ninety (90) days from the date of this letter. If you request any revisions, a new design and cost estimate will be required.

Unless stated otherwise in this letter, please note that the cost quoted does not include:

- The cost to perform any unexpected work outside MLGW's normal working hours.
- Costs from other utilities that may be involved with your project. Please contact these companies directly.

MLGW must receive full payment before construction will be scheduled. **Please send your payment to MLGW Builder Services Center, 5791 Summer Trees Drive, Memphis, TN 38134. To ensure the proper posting of your payment, please include the above Work Request number (WO127068) on your check.**

Do not include payment for these construction costs with any utility bill payments. This will result in delays in properly crediting your account. Also, MLGW cannot accept cash payments for this work.

We appreciate your business and look forward to serving you. If you need any additional information please call me at (901)322-5739.

Sincerely,

Leon Rogers

Leon Rogers
Layout Designer
Street Light Engineering Department
Memphis Light, Gas and Water Division

Attachment: SKMBT_28317071810220.pdf (2162 : MLGW Billing to Remove Lights)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 07/25/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Condemnation of seven properties for Old Brownsville Road widening.

The City of Bartlett has been acquiring properties for the construction of Old Brownsville Road from Austin Peay to Kirby Whitten. There are 38 properties which the City would be acquiring Right-of-Way or easements from. The City has successfully negotiated 31 of the 38 properties. However, there are seven properties that the City has not been able to reach a satisfactory settlement. The City will continue to try and reach an agreement; however, in order to move the project forward, the Board will need to take action to condemn these seven properties to build the road.

The offers submitted to court will be based on an appraisal and a review appraisal value. The property owner can then ask for a jury trial if they wish to appeal. The following properties need an action to condemn. The values are the estimated appraisal amounts that the City will pay to the court.

Oscar Willis	\$859.20
Wonderful Properties	\$858.12
Michael & Patricia McGhee	\$12,665
Estate of Charlie Guffin	\$7,433
James E. Hayslip	\$16,027
Harold & Teresa Phillips	\$22,422
Murphy Farley	\$53,400
Hopson relocation	\$6,500
Total estimate	\$120,164.32

Please authorize condemnation of these seven properties if administrative settlements cannot be reached with payments up to \$130,000 so right of entry actions can be acquired.

Funds are available in Account 311.48311.770.422.

Thank you for your consideration.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Subdivision Contract for the Village at Deer Run.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

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

RESIDENTIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and SKIP HOBBS CONSTRUCTION, LLC, and JAMES VERNON HOBBS hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: THE VILLAGE AT DEER RUN dated April 3, 2017 , made by the DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI**TITLE TO WATER AND SEWER LINES**

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

XII**DRAINAGE DESIGN RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.
4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

The Windsong SD sewer extension was installed in 1995 and was designated as a creditable sewer extension. This creditable sewer extension created development credits which can be used to offset future Water and Sewer Contract Costs. Currently, there is a balance of \$146, 529.00 in Water and Sewer Credits Available to the Windsong SD Master Planned Lots.

Some of these credits will be used in this Contract to offset water and sewer contract costs associated with the Village at Deer Run. A summary is shown below:

Water Plant Expansion Fee (Item I. 1. on this Contract)	\$10,815.75
Water Connection Fee (Item I. 5. On this Contract)	\$40,000.00
Sewer Connection Fee (Item I. 6. On this Contract)	<u>\$40,000.00</u>
TOTAL CREDITS AVAILABLE FOR THIS CONTRACT:	\$90,815.75
 Windsong SD Water and Sewer Credit Balance (Prior to this Contract)	 \$146,529.00
Credits applied to this Village at Deer Run SD Contract:	<u>(\$90,815.75)</u>
Windsong SD Water and Sewer Credit Balance (After this Contract)	\$55,713.25

XVII
PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
THE VILLAGE AT DEER RUN

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$72,105.00)		\$10,815.75 * *waived as per Special Conditions
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost		\$4,326.30
	b. Subdivision & site plan review fee @ \$175 per lot. 20 Lots		\$3,500.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$200.00 \$25.00 implies \$134.20		\$200.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost = \$447,875.17	\$13,436.26 \$6,000.00	\$13,436.26
5	Water Connection Fee @ \$2,000.00 per Lot 20 Lots \$2,000.00		\$40,000.00 * *waived as per Special Conditions
6	Sewer Connection Fee @ \$2000.00 per Lot 20 Lots \$2,000.00	NORTH BASIN	\$40,000.00 * *waived as per Special Conditions

	DRAINAGE BASIN___ Loosahatchie			
7	Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot			
	20 Lots	\$8,000.00		<u>\$0.00</u>
8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot			
	20 Lots	\$5,000.00		<u>\$5,000.00</u>
9	City portion of Water Improvements			<u>\$0.00</u>
	DISTRICT _____ 2			
10	Park Land Development Fee @ \$700.00 per Lot			
	20 Lots	\$700.00		<u>\$14,000.00</u>
	TOTAL DUE CITY			<u>\$40,462.56</u>

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)	<u>\$61,245.17</u>
2. Street Light (Estimated at \$650.00 per lot + Old Brownsville) 20 Lots	<u>\$13,000.00</u>
TOTAL DUE II	<u>\$74,245.17</u>

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)	<u>\$447,875.17</u>
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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER

TYPED OR PRINTED SIGNATURE

DEVELOPER

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 07/25/17 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission report for July 2017.

NEW BUSINESS

Special Use Permit Hearing

I. Assisted Living Facility, N. of Hwy 64 on the NE corner of New Brunswick and Brunswick Rd. (Cindy Reaves, SR Consulting, LLC.

INTRODUCTION: Ms. Cindy Reaves with SR Consulting is requesting Planning Commission approval for a Special Use Permit (SUP) for an assisted-care living facility. The subject property is located in the vicinity north of Highway 64 on the northeast corner of New Brunswick Road at Brunswick Road. More specifically, the subject property is directly east of the intersection of Wolf Lake Drive at New Brunswick Road and directly south of lots 7 and 9 of the MMK subdivision. It is within the "C-H" Highway Commercial zoning district.

BACKGROUND: According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required for assisted-care living facility uses in the "C-H" zoning district. Surrounding uses include: a behavioral hospital, vacant property in the "C-H" zoning district, a contractor's business, a parking lot for Gordon Foods Distribution, and vacant property in the "I-P" zoning district.

DISCUSSION: The specific request by the applicant is for the Planning Commission to recommend the approval of the SUP to the Board of Mayor and Aldermen in order for an assisted-care living facility to develop and operate on a 6.99 acre site. The assisted-care building will potentially contain a 66-bed facility with associated facilities, a parking lot, and a detention basin. However, I just recently received request to change this to 72 bed facility. Eight of the rooms are planned to be semi-private. Certificate of Need and additional parking will probably be needed.

Should the Planning Commission provide a positive recommendation to the Board of Mayor and Aldermen, and the SUP is granted, the applicant would be required to return to the Planning Commission for site plan approval.

Recommendation forwarded to the Board of Mayor and Alderman for approval with conditions of staff.

Site Plan

2. Chick-Fil-A #4023 Bartlett, Kirby Whitten Road in front of Kroger south of Pizza Social (Allan Wiley, GBC Design)

INTRODUCTION: Mr. Allan Wiley with GBC Design is requesting site plan approval for a

restaurant. The subject property is a vacant parcel located on Kirby Whitten Road and directly west of Kroger and directly south of Pizza Social. It is within the “SC-1” Planned Commercial Development zoning district.

BACKGROUND: The 2.31-acre subject property is located on lot 6 of the Albertsons Center Subdivision. An existing private ingress/egress easement is located on the south and west part of the subject property; and it is an access drive to the subdivision from Kirby Whitten Road.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 4,996 square foot building and parking lot. The proposed building will be a Chik-Fil-A restaurant with a drive-thru lane and pick-up window. Other features of the development include a landscape buffer along the Kirby Whitten Road frontage, a dumpster area located between the drive-thru lane and parking lot, and a 16 seat patio. Access to the site will be from the existing private ingress/egress easement along the west property line. The subdivision has two access drives off Kirby Whitten Road and two access drives off Stage Road. The specifics of the site plan are as follows:

Site Data	
Site Area:	2.31-acres / 100,552 square feet
Total Required Parking Spaces: The greater of 13.6 spaces per 1,000 square feet of building area (68) or 36 spaces per 100 seats plus 7 (50)	68
Total Proposed Parking Spaces:	82
Handicap Accessible:	4 (1 van accessible)
Regular Customer Parking	78
Total Proposed Building Area:	4,996 square feet
Greenspace/Open space:	30.25%
Building Height:	One story

Approved with conditions of staff.

3. Bartlett High School Soccer Facility, 5665 Ferguson (Ken Demetriou, Bartlett City Schools)

INTRODUCTION: Mr. Ken Demetriou with Bartlett City Schools is requesting Planning Commission approval of a site plan for a Soccer Facility. The subject property is located at 5665 Ferguson Road, within the “A-O” Agricultural Zoning District.

BACKGROUND: The subject property is a 10.3-acre parcel of land with a portion of the property within the floodway. Back in November of 2016, the Bartlett City School Board of Education obtained the subject property from the Bartlett United Methodist Church.

DISCUSSION: The specific request by the applicant is for the approval of a two phased site plan for the construction of a 1,680 square foot locker room/concession building, and parking lot. The specifics of the phased site plan are follows:

Phase 1: Construction of the 1,680 square foot building, concrete sidewalk and handicap accessible viewing area, and 4-handicap accessible parking spaces to be completed by September 30, 2017.

Phase 2: Construction of a 100-space asphalt parking lot to be completed by July 31, 2018.

Approved with conditions of staff.

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

MOVER: Bobby Simmons, Alderman

SECONDER: Jack Young, Vice Mayor

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Kathleen Robertson to City Beautiful Commission.

Kathleen Robertson will fill the position vacated by Tamela Thompson. Her term will expire December 31, 2017.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/25/17 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Appoint John Horne as Assistant Director of Engineering.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 01-17

Meeting: 07/25/17 07:00 PM
Department: Administration
Category: Budget
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2165

Resolution 32-17, a resolution to amend the FY18 Capital Improvement Program Budget to provide additional funding for land acquisition for a new maintenance shop.

WHEREAS, the City of Bartlett did include in the Fiscal Year 2017 Capital Improvement Budget \$250,000 for land acquisition for a new maintenance shop; and

WHEREAS, the Board of Mayor and Aldermen has previously approved a letter of intent to purchase a parcel of property at the corner of Brother and Yale to use for a new City shop or a Tennessee College of Applied Technology campus for the amount of \$375,000; and

WHEREAS, it has been determined that this property would be more suitable for the City Shop and the City intends to purchase the property; and

WHEREAS, it is necessary to amend the budget to appropriate an additional \$125,000 for the purchase of the property from the Water/Sewer fund balance and the Solid Waste fund balance;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen of the City of Bartlett of Tennessee, that the Water and Sewer Fund Budget is amended to transfer \$62,500 from fund balance to the Capital Improvement Program and the Solid Waste Fund Budget is amended to transfer \$62,500 from fund balance to the Capital Improvement Program and the Capital Improvement Program is amended to appropriate \$375,000 for the purchase of property for the City Maintenance Shop.

Adopted this day of July 25, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Brown explained that the Board approved a letter of intent to purchase this property for the Tennessee College of Applied Technology facility, but the City determined this property is better suited for a new maintenance shop. The Board approved \$250,000 to purchase property for the new shop. This resolution will appropriate an additional \$125,000 to purchase this property at the corner of Yale Road and Brother Boulevard.

Mayor McDonald noted that the shop repairs all city vehicles; therefore funds can be used from a variety of budget accounts.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 02-17

Meeting: 07/25/17 07:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Sam Harris

Initiator: Kim Taylor

Sponsors:

DOC ID: 2166

Set a public hearing for August 22, 2017 for Resolution 33-17, a resolution approving a special use permit for an assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick roads.

WHEREAS, an application has been made for a Special Use Permit for an assisted living facility to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Roads.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit for an assisted living facility North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road on Thursday, July 6, 2017, in accordance with their regulations and recommended the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 22nd day of August, 2017 and approved the Special Use Permit for an assisted living facility to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road, subject to the following conditions:

Engineering Conditions:

General:

- 1) **Not submitted at this time**, but a plat showing any public water, sanitary sewer, drainage or utility easements that will be required.
- 2) A Commercial Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett and the surety amount required to be posted for this development.
- 3) Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to therndon@cityofbartlett.org <<mailto:therndon@cityofbartlett.org>> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
- 4) 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.
- 5) All new utilities shall be underground.
- 6) Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms. This site will have two detention basins with one being a dry detention basin and the other one being a buried dry detention facility located under one of the proposed parking lots.

Site Plan:

- 7) Installation of sidewalk and handicap ramps along the east side of New Brunswick Road is required.

Grading & Drainage Plan:

- 8) **Not submitted at this time**, but a Grading & Drainage Plan will be required showing existing and proposed contours, public and private drainage pipe, structure tables, detention basin grading and detention calculations, and drainage easements.
- 9) It is unknown at this time (to the Engineering Department) whether the “stream” along the East end of the property is a “blue line” water of the state or not. A stream determination should be submitted to the Engineering Department.
- In the event that it **is** a water of the state, a buffer line must be designated based on TDEC requirements and the City Storm water Ordinance. This buffer must be shown on the Grading and Drainage Plan and the Plat.
 - In the event that it is not a water of the state, the conveyance must be piped or channelized, within a permanent drainage easement.

Erosion Control Plan Phase 1 and Phase 2:

- 10) Applicant/Engineer shall prepare a SWPPP and submit to TDEC in order to get coverage and a NOC from TDEC, and copies of all correspondence shall be provided to Engineering.
- 11) During construction extra care will be needed to ensure that silt is not tracked out onto New Brunswick Road.

Erosion Control Details:

- 12) Metal posts with wired backed fence are required on the proposed silt fences.

Utility Plan:

- 13) All sanitary sewer lines and clean outs shown on this plan is private and shall be maintained by the property owner.
- 14) If any sewer clean out is located in a paved area, then it shall comply with the detail approved by Bartlett Codes which involves a brass connections and a concrete collar.
- 15) The utility plan may have to be adjusted based on the actual Water Plan as designed by Bartlett Engineering.

Sheet LA 1.1 Landscape Planting Plan:

- 16) The plan shall comply with the approval of the DRC submittal.
- 17) There may be some modifications to this plan based on the final locations of the public water, sewer or drainage easements. Landscape should not be located in the public easements, if it is, an encroachment agreement will be required and this can be noted on the plat.

Tree Survey:

18) A tree survey and tree protection plan should be included.

Planning Conditions:

1. The applicant has provided a site concept plan to show the proposed development. The applicant shall submit a formal site plan application to the Planning Commission and the Design Review Commission after the Board of Mayor and Aldermen approves the Special Use Permit for this property.
2. There is a discrepancy in the application as to whether the property is 6.99-acres or 7.23-acres. The applicant shall clarify or correct this information at the meeting.
3. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for an assisted living facility located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Roads, incorporating the above listed conditions, is approved.

ADOPTED THIS 22ND DAY OF AUGUST 2017.

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

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

New Brunswick Road
(64' ROW)Wolf Lake Drive
(68' ROW)Lot 1
Bartlett Logistics Center
Plat Book 263, Page 8
Zoning: C-HLot 8
Bartlett Logistics Center
Plat Book 263, Page 8
Zoning: C-HLot 7
MMK Subdivision
Plat Book 256, Page 20
Zoning: I-PLot 9
MMK Subdivision
Plat Book 256, Page 20
Zoning: I-PUHS of Lakeside Inc.
Inst. # KK-9907
31.55 Ac.
Zoning: C-HLand Area
6.991 Ac
Zoning: C-H
Requested Special Use: Assisted Living FacilityPOTENTIAL
WATER
FEATURERemainder
Joel Felt, Trustee
Joanne Markell Trust
Inst. # JB-9177
18.133 Ac.
Zoning: C-HSITE DATA

Land Area	6.991 Ac
Ex. Zoning	C-H
Request Special Use	Assisted Living Facility
Parking Provided	
Standard	39
Accessible	4
Total	43
Open Space Provided	63%

SITE PLAN
NEW BRUNSWICK RD. SUPOWNER: JOEL FELT, TRUSTEE JOANNE MARKELL TRUST
DEVELOPER: FOCUS 3

6.991 ACRES

DISTRICT B01, BLOCK 58, PARCEL 170

ZONING: C-H

BARTLETT, TENNESSEE

JUNE 2017

SHEET 1 of 1

5909 Shelby Oaks Drive
Suite 200
Memphis TN 38134

ENGINEERING - PLANNING

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Vicinity Map

