



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MAY 13, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mark Taylor, Sycamore View Church of Christ

FUTURE MEETINGS

Board of Zoning Appeals, May 15 at 6:30 p.m.

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

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

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

Board of Mayor and Aldermen Work Session, May 20 at 5:30 p.m.

RECOGNITIONS

Proclamation for National Building Safety Month

Every member of Code Enforcement Department is certified.

Proclamation for National Public Works Week

National Public Works Week is May 18 - May 24.

Mayor's Youth Council

Mayor McDonald and the Aldermen recognized this year's Mayor's Youth Council participants:

Mary Ellen Awtry, sophomore at Bartlett High
Erin Bowens, eighth grader at Appling Middle
Brogan Brewer, eighth grader at Bon Lin Middle
Tyler Brown, eighth grader at Appling Middle
David Claunch, senior at Bolton High
Mark Criswell, eighth grader at homeschool
Jala Douglas, sophomore at Bolton High
Shelby Dozier, senior at Arlington High
Haley Elmore, eighth grader at Shadowlawn Middle

Taylor Feathers, senior at Arlington High
Antonio Garrett, senior at Bolton High
Grace Jennings, eighth grader at Shadowlawn Middle
Chrissy Jensen, eighth grader at Appling Middle
Kaela Jones, senior at Bartlett High
Cody Kossan, senior at Bolton High
Josh Kuhstoss, eighth grader at Appling Middle
Jessica LaPorte, senior at Arlington High
Jordan Leach, sophomore at Bolton High
Lacey Loft, eighth grader at Appling Middle
Allie McMahan, senior at Bolton High
Rachel Milzarek, eighth grader at Appling Middle
Dawson Mullins, eighth grader at Appling Middle
Alexa Pangonas, seventh grader at Bon Lin Middle
Abby Rodriguez, eighth grader at Appling Middle
Hannah Stevens, seventh grader at St. Ann
Ellen Sutton, senior at Bolton High
Haley Todd, senior at Bartlett High
Madeline Velez, seventh grader at St. Ann

The adult liaisons are Shan Criswell, Jacquie Gore, Joe Walker, Deborah Williams and Annie Echols.

Mayor's Youth Council presents check to Multiple Sclerosis Society

The Mayor's Youth Council presented a check for \$880 to the Multiple Sclerosis Society. The Council raised the money with a bowling tournament held at Andy B's Bowling Alley on April 26. Andy B's Bowling Alley donated the use of their facility to the tournament.

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

Mayor McDonald made the Board aware of an emergency expenditure for the Bartlett Performing Arts and Conference Center HVAC unit. The lowest bid of \$55,215 was from Walker J. Walker.

MINUTES ACCEPTANCE

Minutes of the April 22, 2014 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- I **Special event permit for Ellendale Baptist Church Memorial Day Celebration. (Jim Brown, Director of Code Enforcement)**
The event will be held on Monday, May 26 from 4 to 8 p.m. on the church's campus.

- 2 Bid for 90 to 100 Gallon Universal Refuse Containers. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Rehrig Pacific Company at a cost of \$52 per cart without the City seal to \$57 per cart with the seal. This is an annual bid, and has a requested maximum of \$75,000. Funds are available in account 122.48122.940.
- 3 Bid for Bartlett Recreation Center locker rooms renovation. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lowest bid from Wagner General Contractors at a total cost of \$53,830.00. Funds are available in account 311.48377.785.54313.
- 4 Bid for Concrete Curb and Gutter Replacement Project Spring 2014. (Rick McClanahan, Director of Engineering)**
Recommend accepting the sole bid from Mark Weeks Consulting and Construction in the amount of \$34,425.00, plus a contingency amount of \$3,575.00 for a total cost of \$38,000.00. Funds are available in accounts 121.48121.966, 121.48121.975, and 311.48311.780.446.
- 5 Residential subdivision contract for Brunswick Court Planned Development. (Rick McClanahan, Director of Engineering)**
The developer, PFMT Holdings, LLC., has purchased this subdivision. The bond is set at \$155,299.
- 6 Water contract for AM Diabetes. (Rick McClanahan, Director of Engineering)**
The developer, Azal LLC, will pay \$8,132 in City fees. The bond is set at \$33,883.
- 7 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Two items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 8 Planning Commission Report for April 2014. (Terry Emerick, Director of Planning and Economic Development)**

Item 1 - Construction plan for Cross Subdivision was approved with conditions.

Item 2 - Right-of-way closure for Dutwiler Road was approved.

Item 3 - Site plan for Mapco, located at southwest corner of Brother Blvd and Germantown Road, was approved with conditions.

- 9 Planning Commission Report for May 2014. (Terry Emerick, Director of Planning and Economic Development)**

Item 1 - Master plan for Mapco, located at southwest corner of Brother Blvd and Germantown Road, was approved with conditions.

Item 2 - Construction plan for The Corner Shops of Highway 70 was approved with conditions.

Item 3 - Final plan for The Corner Shops of Highway 70 was approved with conditions.

Item 4 - Final plan for Alexander Hodges subdivision was approved with conditions.

Item 5 - Site plan for Dollar Tree, located at northwest corner of Highway 70 and Appling, was approved with conditions.

Item 6 - Site plan for Taco Bell, located at southeast corner of Highway 70 and Appling, was approved with conditions.

Item 7 - Site plan for River City Church development, located at northwest corner of St. Elmo and Kirby-Whitten, was approved with conditions.

NEW BUSINESS

I Appoint Kelly Price to Industrial Development Board. (A. McDonald, Mayor)

Kelly Price will complete Steve Schaeffer's unexpired term. The term expires January 25, 2017.

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

2 Resolution 12-14, A resolution to delete uncollectible accounts from utility customers accounts receivable. (Dick Phebus, Director of Finance)

Mr. Phebus that this resolution will write off \$68,042.17 in uncollectible utility accounts, which is .51 percent of revenues, the lowest amount in five years.

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

3 Resolution 13-14, A resolution to delete uncollectable property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

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

4 Resolution 14-14, a resolution naming a successor registration agent to act as registration and paying agent for various indebtedness of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)

The City's current paying agent, Bank of New York, is raising it's per issue fee from \$200 to \$750. This resolution appoints U.S. Bank National Association as the City's paying agent, with a per issue fee of \$300. This agent will be used for the four current outstanding bond issues.

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

- 5 **First Reading of Ordinance 14-01, an Ordinance To Adopt The 2014-2015 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Utility Fund, Debt Service Fund And Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**

Mr. Phebus noted that the General Fund has zero use of fund balance.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 5/27/2014 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	W.C. Pleasant, Alderman	
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick	

- 6 **First Reading of Ordinance 14-02, an Ordinance To Levy And Assess A Tax Rate For Ad Valorem Taxes Upon Real Property And Personal Property In The City Of Bartlett For The Tax Year 2014. (Dick Phebus, Director of Finance)**

The tax rate will remain at \$1.62.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 5/27/2014 7:00 PM
MOVER:	Emily Elliott, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick	

- 7 **First Reading of Ordinance 14-03, an ordinance to adopt a contributory retirement plan for employees hired on or after July 1, 2014. (Peter Voss, Director of Personnel)**

Mayor McDonald noted that just prior to this meeting, the Board held a work session beginning at 5:30 p.m. where the proposed pension plan changes were discussed at length.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 5/27/2014 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick	

8 First Reading of Ordinance 14-04, an ordinance to adopt Amendment no. 10 to the City of Bartlett, Tennessee amended and restated employees' retirement plan effective July 1, 2014. (Peter Voss, Director of Personnel)

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 5/27/2014 7:00 PM
MOVER:	Emily Elliott, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick	

OPEN DISCUSSION

Alderman Pleasant announced his annual fish fry for Saturday, July 19.

Jim Newsom is running for Chancery Court Judge, Part 2 in the August 7 Shelby County General Election.

City Engineer Rick McClanahan said that the Tennessee Department of Transportation will begin the process of paving Stage Road between Bartlett Blvd and Fletcher Creek on Sunday, May 18. The actual paving will begin Sunday, July 20 and is scheduled to be completed by Sunday, August 31. The road work will be done between 9 p.m. and 6 a.m. daily.

Jonathan Dyer invited the public to the Bartlett Station Farmer's Market, which will be held each Saturday between May 17 and September 27 from 7 a.m. to 12 p.m. at W. J. Freeman Park.

ADJOURNMENT

Meeting adjourned at 7:46 PM

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

A. Keith McDonald
Mayor



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, APRIL 22, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Grant Nixon, Christ Church

FUTURE MEETINGS

Industrial Development Board, May 1 at 7 p.m.

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

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

Planning Commission, May 5 at 7 p.m.

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

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

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

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

MINUTES ACCEPTANCE

Minutes of the April 8, 2014 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Apr 22, 2014 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 06-14, a Resolution Approving a Special Use Permit for a Convenience Store with Gas Sales and to operate a General Automobile Repair Shop at 5735 Stage Road within the “C-G” General Business Zoning District.

Mr. Emerick explained that this special use permit would allow this property to have an additional use as an auto repair facility. The developer plans to renovate this former gas station site in Bartlett Station by removing the convenience store building and constructing a larger building with two auto repair bays facing the back of the property. In addition to auto repair, the business will sell gas and typical convenience store items. This special use permit received a favorable recommendation from the Planning Commission.

Paul Bray, 2950 N. Stage Plaza, is the engineer on the project and attended to represent the applicant.

No one spoke for or against Resolution 06-14.

RESULT: ADJOURNED at 7:04 p.m.

UNFINISHED BUSINESS

I Resolution 06-14, a Resolution Approving a Special Use Permit for a Convenience Store with Gas Sales and to operate a General Automobile Repair Shop at 5735 Stage Road within the “C-G” General Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)

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

CONSENT AGENDA

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

I Special event permit for Legend of Stanky Creek Mountain Bike Race. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, June 14 and Sunday, June 15 from 7 a.m. to 7 p.m. each day at Nesbit Park.

Minutes Acceptance: Minutes of Apr 22, 2014 7:00 PM (MINUTES ACCEPTANCE)

- 2 **Artist contract for 2014-2015 BPACC Season. (Ron Jewell, Director of BPACC)**
Request approval of contract with Humorist Jeanne Robertson in the amount of \$11,000.
- 3 **Bid for one 2014 Ford F-150 XL Pickup with Four-Wheel Drive. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Golden Circle Ford, Inc. At a cost of \$20,906.88
Funds are available in account 311.48311.785.42012.
- 4 **Subdivision contract for Culpepper Place. (Rick McClanahan, Director of Engineering)**
The developer, Bartlett Assisted Living, LLC., will pay \$82,582 in City fees. The bond is set at \$372,271.
- 5 **Treasurer's Report for March 2014. (Dick Phebus, Director of Finance)**

Adopted budget expenditures	\$62,822,095
Year-to-date expenditures	\$46,600,652
Adopted budget revenues	\$62,822,095
Year-to-date revenues	\$49,594,804

NEW BUSINESS

No New Business

OPEN DISCUSSION

Alderman Simmons reminded the public that early voting for the Shelby County Primary Election begins April 25 at Bethel Church.

Police Chief Gary Rikard announced the Drug Take-Back event on Saturday, April 26 at the Kroger on Appling between 10 a.m. and 2 p.m.

Mayor McDonald noted that the City would hold a second Shred-It event for the public Wednesday, May 28 from 11 a.m. to 2 p.m. at First Citizens Bank.

ADJOURNMENT

Meeting adjourned at 7:07 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Apr 22, 2014 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 05/13/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

**Special event permit for Ellendale Baptist Church Memorial
Day Celebration.**

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



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

3861 Broadway Rd. 38135
 Address Zip Code

May 26, 2014 4pm - 8pm
 Dates of the Event Hours of the Event

Public Attraction - Memorial Day Celebration
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Ellendale Baptist Church
 Property Owner

Ellendale Baptist Church 3861 Broadway Rd 38135
 Special Event Permit Applicant Address of Applicant

901-386-4676 901-386-1096
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

 Total

Jon Medlock April 22, 2014
 Responsible Person Date

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

Brought into Code
 5/7/14 aft.
 12pm

APPROVAL

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

Attachment: Ellendale Baptist Church Special Event-2014 (1239 : Ellendale Baptist Church Memorial Day Celebration)

Special Event Checklist

Event: Memorial Day Celebration
 Location: 3861 Broadway
 Dates: 5/26/14 4pm-8pm
 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			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		X		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29		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.	

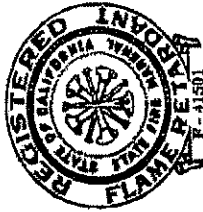
Special event permit - authorization by Permitting Official

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

CERTIFICATE OF FLAME RESISTANCE

REGISTERED APPLICATION NUMBER
F - 41501



TRADE NAME
of
FLAME-RESISTANT FABRIC

F/R SEA TEX

ISSUED BY

SEATTLE TEXTILE COMPANY
3434 2nd Avenue South
Seattle, WA 98134

This is to certify that the materials described below have been flame-retardant treated
(or are inherently nonflammable) and were supplied to: **Jumpions**

Description: 61" 18oz "F/R" SEA TEX Matte

Style: AS-4 (M) (FR) Item #: VI-ST18-061-XXM

Color(s):

Certification is hereby made that:

The articles described on this certificate have been made from a flame-resistant Fabric Registered and approved by the California State Fire Marshal, equal to or exceeds CSFM, NFPA 701 - Test 1 (Small Scale), NFPA 701 - Test 2 (Large Scale), CPAI-84, & NYC MEA

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

SEATTLE TEXTILE COMPANY	Signed: Scott Kaczmarek
Name of Applicator of Flame Resistant Finish	Certification Specialist - Scott Kaczmarek / Seattle Textile Company



CERTIFICATE OF LIABILITY INSURANCE

 DATE
3/18/2014

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 Cossio Insurance Agency PO Box 188 Simpsonville, SC 29681 (864) 688-0121	Contact Name: Catherine Walton Phone (A/C, No, Ext): 8017548007 Fax (A/C, No): 8017548117 E-Mail: cathy@bouncefunvents.com												
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Bounce N Fun Event Rentals LLC Bounce N Fun 1016 West Poplar, Suite 106 & 115 Collierville, TN 38017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Riverport Insurance Company (MINNEAPOLIS, MN)</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Fire Insurance Company		INSURER B: Riverport Insurance Company (MINNEAPOLIS, MN)		INSURER C:		INSURER D:		INSURER E:	
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INSURER B: Riverport Insurance Company (MINNEAPOLIS, MN)													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF POLICY	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	☒		SRPGP1010413 USP134140	12/7/2013	12/7/2014	Per Occurrence \$1,000,000.00 General Aggregate \$2,000,000.00 Products/Completed Operations \$2,000,000.00 Personal and Advertising Injury \$1,000,000 Medical Expenses \$5,000.00 Deductible \$0.00 Fire Legal Liability \$300,000								
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$														
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC419202381701	6/25/2013	6/25/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">PER STATUTE</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>Each Accident</td> <td>\$1,000,000.00</td> </tr> <tr> <td>Disease Aggregate</td> <td>\$1,000,000.00</td> </tr> <tr> <td>Disease Per Employee</td> <td>\$1,000,000.00</td> </tr> </table>	PER STATUTE	OTH-ER	Each Accident	\$1,000,000.00	Disease Aggregate	\$1,000,000.00	Disease Per Employee	\$1,000,000.00
PER STATUTE	OTH-ER														
Each Accident	\$1,000,000.00														
Disease Aggregate	\$1,000,000.00														
Disease Per Employee	\$1,000,000.00														
A	Accident Medical			US166864	12/7/2013	12/7/2014	Maximum Medical Benefit per Claim \$10,000.00 Accidental Death/Dismemberment B \$10,000.00 Dental Benefit Included Deductible \$0.00								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Party Equipment Rentals Operations located at 1016 W. Poplar, Ste 106 & 115 Collierville, TN 38107. Certificate Holder As Additional Insured
 Amusement devices on file with the company for special event(s) dated 4/1/2014 to 12/7/2014 located at 3861 Broadway Road, Bartlett, TN 38135

CERTIFICATE HOLDER: Ellendale Baptist Church 3861 Broadway Road Bartlett, TN 38135	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

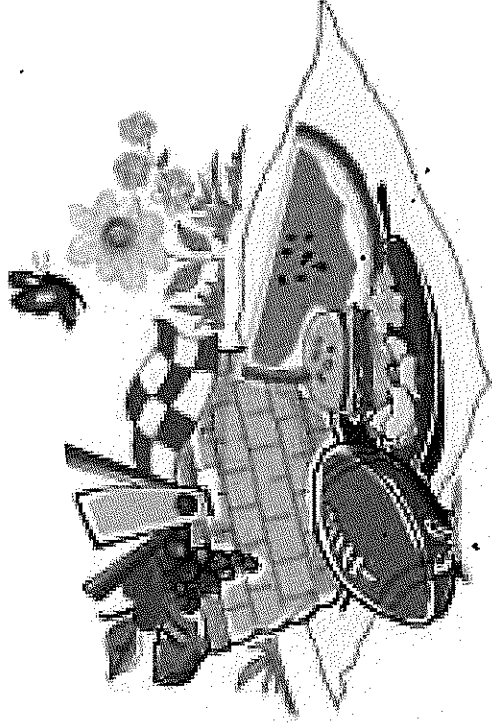
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Memorial Day Family Picnic

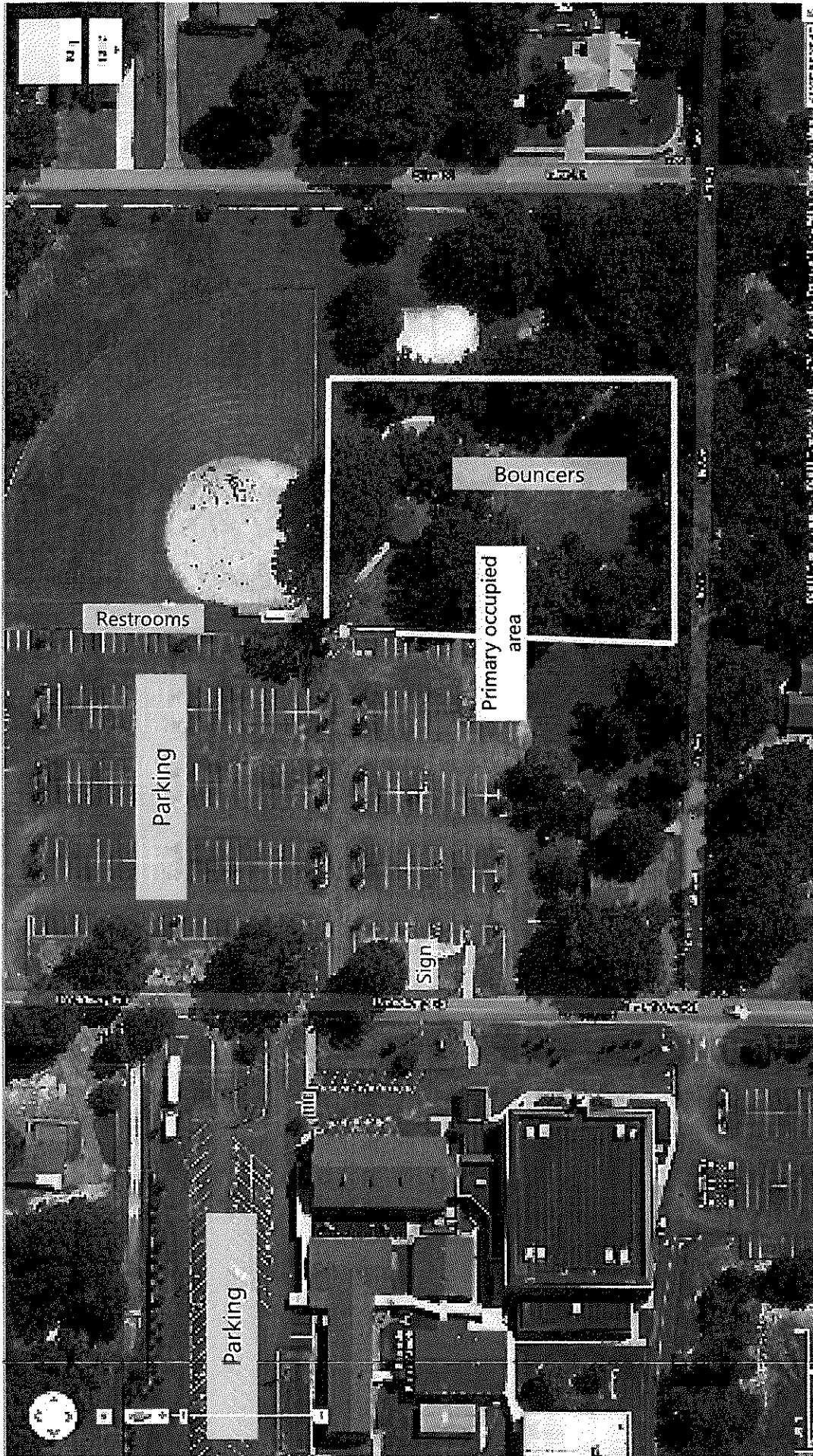
Monday, May 26, 2014
4:00 p.m. - 8:00 p.m.
Shepherd's Field

(across the street from church)

*Bring your lawn chairs, and celebrate
Memorial Day with us!*



- Food and Drink for All
- Games for the Kids



The "Shepherd's Field" area of Ellendale Baptist Church will be the area primarily occupied at the special event on May 26, 2014. It includes open grassy areas with a pavilion and baseball field.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 05/13/14 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Sherry Howard

Department Head: Bill Yearwood

Bid for 90 to 100 Gallon Universal Refuse Containers.

On March 31, 2014, an ad was placed in *The Commercial Appeal*. Four bids were received and opened on April 15, 2014 at City Hall.

Bids were received from the following companies:

Rehrig Pacific Company	\$52 to \$57 per cart/without and with seal
Scruggs Equipment	\$50.99 to \$54.41 plus freight per cart/ without and with seal
Otto Industries	\$57.44 to \$64.69 per cart/without and with seal
Stringfellow, Inc.	\$60.05 to \$67.93 per cart/without and with seal

We recommend the bid be awarded to Rehrig Pacific Company for a total price of up to \$75,000.

Funds are available in account 122.48122.940.

Thank you for your consideration.

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

MOVER: David Parsons, Alderman

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 05/13/14 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: David Thompson

Bid for Bartlett Recreation Center locker rooms renovation.

On April 11, 2014, an ad was placed in *The Memphis Daily News*, and bids were sent out to companies requesting bid information. On May 1, 2014, the City of Bartlett received three bids for locker room renovation at Bartlett Recreation Center. We recommend the bid be awarded to Wagner General Contractors for a total price of \$53,830.00.

Bids were sent to the following companies:

Barnes and Brower	ISQFT
CLS Outdoor Services	McGraw-Hill Const.
Data Fax	Reed Business
Division 10 Inc.	Wagner General

Bids were received from the following companies:

Wagner General Contractors	\$53,830.00
Ambassador Construction Co.	\$62,200.00
Barnes & Brower Inc.	\$62,597.00

Funds are available in Account Number 311.48377.785.54313

Thank you for your consideration of the above item.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: David Parsons, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 05/13/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Concrete Curb and Gutter Replacement Project Spring 2014.

The Concrete Curb and Gutter Replacement Project Spring 2014 was advertised in the Commercial Appeal on March 25, 2014. The contractors that picked up Bid Documents are as follows:

Mark Weeks Consulting and Construction

Four additional construction companies (Ferrell Paving, Madden-Phillips, Barnes and Brower, and Hamilton-Elles) were contacted and notified that the project was available for bid.

On Thursday, April 10, 2014 we received **one** bid for the construction of the **Concrete Curb and Gutter Replacement Project Spring 2014**. The apparent low bidder, Mark Weeks Consulting and Construction, submitted a Total Base Bid of **\$34,425.00**. Based on the bid prices submitted, we recommend awarding this bid based on the Base Bid Price. Mark Weeks has performed similar work for the City of Bartlett for many years and is familiar with our specifications. The bid prices submitted are approximately 4 percent higher than his prices from the fall project and slightly less than the current yearly bid prices. The bids received have been reviewed by the Consultant/Contract review committee and they concluded that Mark Weeks Consulting and Construction has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Mark Weeks Consulting and Construction in the **base bid** amount of **\$34,425.00**, plus an additional amount of **\$3,575.00** for items that may need to be added during construction for a total not to exceed **\$38,000.00**.

Funding is available in **Accounts 121.48121.966 (\$20,000.00), 121.48121.975 (\$10,000.00), and 311.48311.780.446 (\$8,000.00)**.

Bidder	Total Base Bid
Mark Weeks Consulting and Construction	\$34,425.00

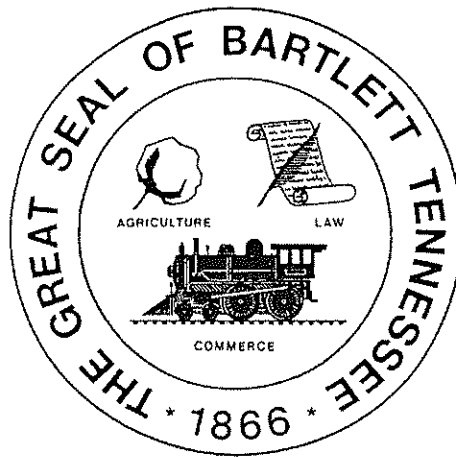
A copy of the bid document (plans and bid book) is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room for review. These documents have also been attached to this file.

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

MOVER: David Parsons, Alderman

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Young, Sedgwick



CITY OF BARTLETT
DEPARTMENT OF ENGINEERING/UTILITIES

Concrete Curb and Gutter Replacement Project Spring 2014

Bid Date:
Thursday, April 10, 2014

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **Thursday, April 10, 2014**. Sealed bids are to be marked **Concrete Curb and Gutter Replacement Project Spring 2014** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. *The City of Bartlett is an equal opportunity employer and will not discriminate against any company or individual for any reason.* If further information is desired, please contact Becky Bailey, P.E. at 901-385-6499.

Please quote prices on attached sheet

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

Print Name _____
ADDRESS _____

TELEPHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NB-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

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Agreement	A-1 to A-3
Release of Liability.....	RL-1

TC-1

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project includes removal and replacement of approximately 1,200 linear feet of 6-30 concrete curb and gutter in accordance with detail SCS-1 and the streets as listed on SC-2, also includes the removal and replacement of approximately 75 linear feet of drive gutter (laydown 6-30 curb and gutter), 10 LF of sawcutting (8" thick), and 100 LF of median curb in accordance with detail Type B RP-MC-2 (SCS-2) and at various locations. The actual locations will be as marked by the City of Bartlett.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the Drawings, The City of Bartlett Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternative bids on this project.

4. BIDS

a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

c. The Owner may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

Principals Names
 Home Addresses, including City, State
 and Zip Code

Firm Name
 Address, including City, State and Zip Code

f. Bids are to be submitted in sealed envelopes marked on the outside:

License Name of Project
 Date of Bid Opening
 Name of Contractor/Company
 Tennessee License Number if Bid Exceeds \$25,000.00
 Licenses Expiration Date
 (Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. BID GUARANTY

a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **Owner**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the Owner will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Owner submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience record in constructing the type improvements embraced in the project contemplated by the Contract. Documents, his organization and equipment available for the work contemplated, and, when specifically requested the Owner, a detailed financial statement. The Owner shall have the right to take such steps as is deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

8. **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

9. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. **TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularity therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

GENERAL CONDITIONS:**A. INSURANCE**

A.1 The contractor shall be responsible from the time of signing the Contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of very kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2 In addition to the indemnification provided in paragraph 1A.1, the Contractor, upon award of the Contract, shall provide at his own cost and expense the following insurance to the City of Bartlett in insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. Each certificate or policy shall require and state in writing that, "thirty days (30) prior to cancellation or material change in the policies, notice thereof shall be given to the City of Bartlett by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are Not complied with at their renewal dates, payments to the Contract or may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workmen's Compensation

The Contractor shall maintain in force Workmen's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRES OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Owner's Protective Liability Insurance

1. Insurance is to be taken out in the name of the City of Bartlett as named insured.
2. Owner's Protective Liability: Bodily Injury, including death, with MINIMUM LIMITS of \$500,000.00 each occurrence and \$1,000,000.00 Aggregate: Property Damage MINIMUM LIMITS of \$500,000.00 each occurrence and \$500,000.00 Aggregate.
3. Disposition: Certificate of Insurance must be sent to the City of Bartlett prior to the commencement of work.

GC-1

A.5 Comprehensive Automobile Liability Insurance

Insurance is to be taken out in the name of the Contractor as named insured and City as an additional insure, covering owned, hired and non-owned vehicles with MINIMUM LIMITS OF:

Bodily Injury and Property Damage \$1,000,000.00 Each Accident – Combined Single Limit.

A.6 Contractor's General Liability Insurance

1. Insurance is to be taken out in the name of the Contractor as named insured. With MINIMUM LIMITS OF:

Bodily Injury (including death) and Property Damage \$500,000.00 each occurrence and \$1,000,000.00 Aggregate – Combined Single Limits.

2. Coverage's to be included: Independent Contractors; Products and Completed Operations: Comprehensive Form; XCU (Explosion, Collapse, and underground) Coverage; Broad Form Property Damage; Personal Injury; and premises and Operations.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a. The public and to vehicular and pedestrian traffic,
- b. All employees on the Work and other persons who may be affected thereby,
- c. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All Work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph 1B.1.C or 1B.1.D caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

- B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.
- B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

- C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. Copies of these specifications are available at Bartlett Engineering, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

- D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within Forty-Five (45) days after notice to proceed.

E. CONSTRUCTION ENGINEERING

- E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. Actual construction staking shall be performed by a registered licensed professional engineer or surveyor registered in the state of Tennessee. The contractor shall contact the City of Bartlett after construction staking is in place prior to the installation of the permanent improvement. Costs associated with the construction staking shall be considered as incidental to other unit prices bid under this contract and shall not be paid for separately.

F. PERFORMANCE BOND

- F.1 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement on the form included in the Contract documents in such number of copies as the Owner may require.

- F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company is said Circular 570.
- F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the Owner for a refund.
- G. INSPECTION AND TESTING OF MATERIALS**
- G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**
- H.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

- H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- H.3 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner for current periodical estimates.
- H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;
- H.5 (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

- I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

- J.1 Not later than the 20th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.
- J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- J.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- J.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, arterial men, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

- K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

- M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and shall constitute the beginning of the warranty period. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness.

N. Utilities

- N.1 Utilities shown were located in the filed and by referring to existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

1. The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
2. Full documentation of the program can be found at the Personnel office under Chapter 10 of the Personnel Manual. This program is described by the following statement:

DRUG TESTING

It is the City's policy to require a drug test in the following situations:

- a. New Employee (Post offer testing).
- b. Employee being advanced in job or salary, or both.
- c. Random under U.S. DOT regulations (may also include alcohol test).
- d. Random for Fire, EMS or Law Enforcement employees (at the Chief's discretion with approval by the Mayor).
- e. When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault, or when at fault is not evident.
- f. When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

DRUGS TO BE TESTED FOR

When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a. Alcohol (Ethyl)
- b. Amphetamines (e.g. Speed)
- c. Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d. Cocaine
- e. Methaqualone (e.g. Quaalude)
- f. Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g. Phencyclidine (PCP)
- h. THC (Marijuana)
- i. Other illegal substances as requested by the City.

3. Any bidder must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the governments program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

- (a) The City of Bartlett will provide the successful bidder with up to three (3) sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

Q. TDOT TITLE VI REQUIREMENT

- (a) The Tennessee Department of Transportation requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on a project. You are asked for **voluntary disclosure** of this information as it pertains to the ownership of the bidding company. See following page.

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

Title VI Plan-1

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Name of Authorized Official

Date

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

SPECIAL CONDITIONS

Curb and Gutter (SCS-1): Total estimate is 1073 LF. 1,200 LF are included on the bid form.

The contractor is to remove and replace all damaged 6" x 30" curb and gutter at the locations noted in the bid packet on SC-2 and as marked or painted by the city, and shall match the size and dimensions of the adjoining surfaces. Any disturbed sod shall be replaced with new Bermuda sod, if existing sod cannot be reused. Asphalt repairs between the new curb and old asphalt will be performed by the City. However, the contractor shall be responsible for keeping this damage to a minimum and contractor shall saw-cut the asphalt a minimum of 4" from the edge of the curb, or as directed by engineer, to provide a straight asphalt edge for patching. All sewer and water lines running beneath the replaced section shall be marked with an engraved 4" high 'S' or 'W' on the face of curb at the appropriate location.

Driveway Gutter: Estimated quantity is 69 linear feet. Quantity on bid form is 75 LF.

If any address requires new gutter in front of the driveway apron, and the apron is in good condition, the driveway gutter may be replaced by saw-cutting the end of the driveway adjacent to the back of the curb and replacing the gutter and lip of driveway with an expansion joint between the new gutter and the old driveway apron. Any such locations will require a waiver (RL-1) from the property owner holding the City of Bartlett and the contractor harmless for replacement of the drive apron or future damage to the remaining driveway apron. The contractor shall exercise extreme caution to not damage the remaining driveway and if the contractor determines that any requested location is a poor candidate for this type of repair, contractor shall make the engineering inspector aware, so the homeowner may be notified. A photo of each driveway gutter location will be taken prior to saw-cutting and any cracks or chips caused by the removal and replacement shall be repaired by the contractor, at his/her expense according to Code Enforcement standards for caulking cracks and minor repairs. However the contractor is NOT responsible for replacing the entire apron if cracks or chips occur. All incidentals to complete this work are included in the unit price including saw-cutting, removal, installation, joint material, sod, caulk, etc. This item is paid for by the Linear Foot. If the driveway gutter can be replaced without cutting the driveway (i.e. (1) if the entire drive apron is going to be removed and replaced, or (2) if a joint between gutter and apron already exists, etc.) the drive gutter will be considered curb and gutter and paid for under that item.

Saw-cutting:

This item is for linear feet of saw-cutting the sidewalk, driveway, drive sidewalk, or water table concrete as marked. This item is included separately because some sidewalk, driveway and water table portions to be replaced are small and require multiple cuts to remove the damaged area, making each location somewhat different. Any saw-cutting needed to replace other items beside the items discussed here, will be included in the price of that item. The bid price for 4" saw-cutting will be used for replacing portions of 4" thick sidewalk. Any regular saw-cuts on sidewalk joints to remove whole blocks of sidewalk will be included in the price of the sidewalk item and not paid for separately as saw-cutting. The bid price for 6" or 8" saw-cutting will be used for removing portions of water table, driveway apron, or driveway sidewalk.

Median Curb Type B: (SCS-2): Total estimate is 91 LF. 100 LF are included on the bid form.

The contractor is to remove and replace all damaged 6" x 30" curb and gutter at the locations noted in the bid packet on SC-2 and as marked or painted by the city, and shall match the size and dimensions of the adjoining surfaces. Any disturbed sod shall be replaced with new Bermuda sod, if existing sod cannot be reused. Asphalt repairs between the new curb and old asphalt will be performed by the City. However, the contractor shall be responsible for keeping this damage to a minimum and contractor shall saw-cut the asphalt a minimum of 4" from the edge of the curb, or as directed by engineer, to provide a straight asphalt edge for patching. All sewer and water lines running beneath the replaced section shall be marked with an engraved 4" high 'S' or 'W' on the face of curb at the appropriate location.

Demolition:

- a. The contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the contractor's responsibility to repair/replace in an acceptable manner.
- b. Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- c. The contractor shall be responsible for keeping this damage to a minimum and contractor shall saw-cut the asphalt a minimum of 4" from the edge of the curb, or as directed by engineer, to provide a straight asphalt edge for patching. Asphalt repairs between the new curb and old asphalt will be performed by the City.
- d. Disposal of all construction debris is the responsibility of the contractor.
- e. The contractor shall promptly clean up the debris created from the demolition of the existing sidewalk or curb and gutter. Any dirt placed in the street or grassed areas shall be removed and surface cleaned.
- f. Contractor shall be responsible for traffic control as per the MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- g. Contractor shall be responsible for the protection of any freshly paved concrete and if damaged, shall replace with no additional costs.
- h. Contractor shall maintain a minimum of one lane of traffic at all times.

Additional Special Conditions:

- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Quantities of all items will be paid based on the total amounts of each item at each address, rounded to the nearest half foot/square foot.
- Concrete mix design shall be 4,000 psi, limestone with fibermesh. Contractor shall submit mix design with mix design certification reports to the City of Bartlett Engineer for review and approval.
- No work shall be performed within 200 feet of the centerline of the CSX Railroad without specific written authorization from the City of Bartlett and/or the CSX Railroad.

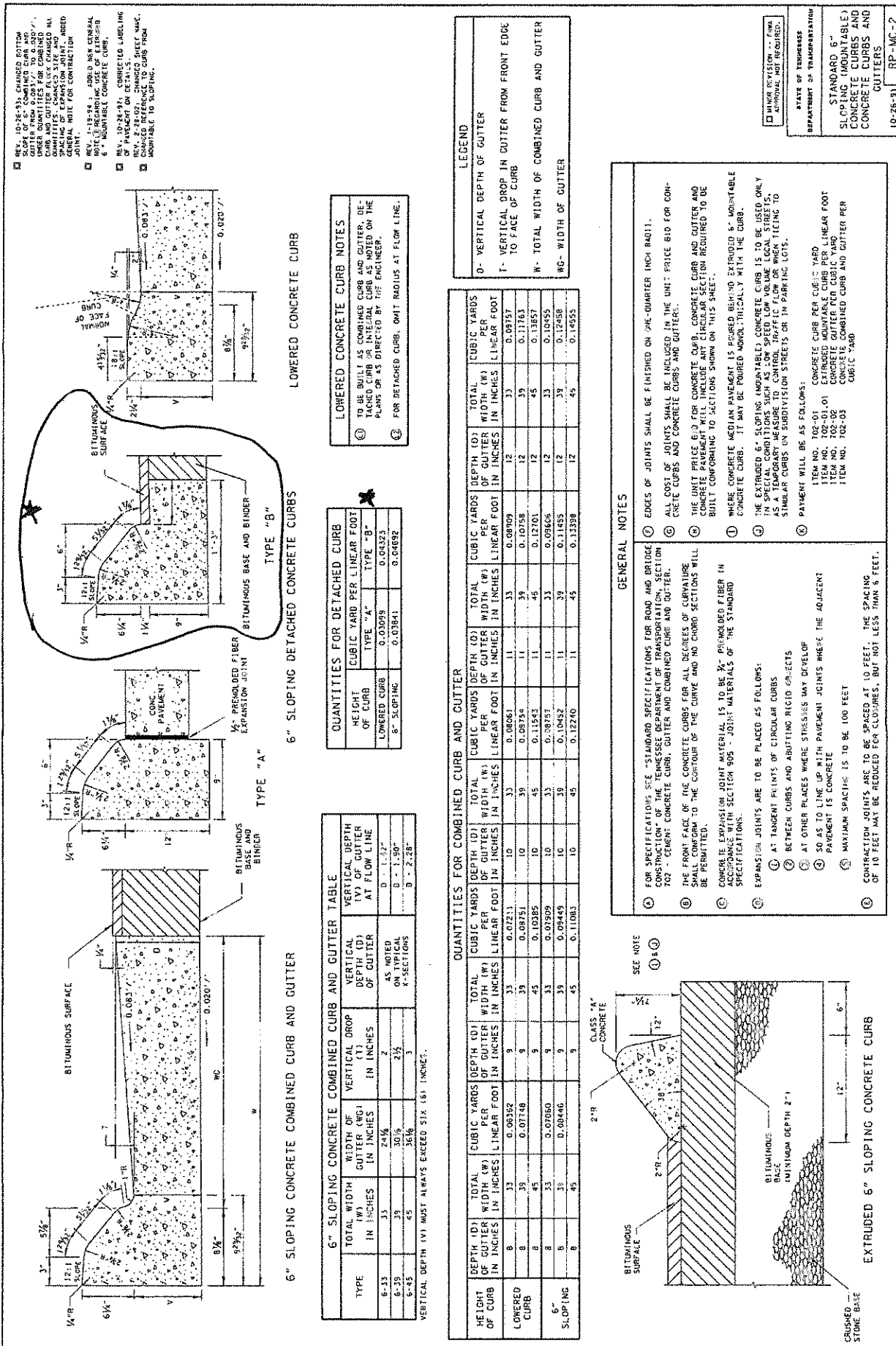
Areas to receive Curb and Gutter Replacement - These streets are being prepared to be asphalt overlayed. The estimates listed are approximate for the entire area and are listed to give an idea of the amount of concrete needed in that area, but are not exact. Exact areas to be marked by the City of Bartlett Inspector.

Area 1: Bartlett Blvd (Stage to Memphis Arlington)

686 LF curb and gutter
 48 LF drive gutter
 6 LF sawcutting
 91 LF median curb

Area 2: Yale Road (Bartlett Blvd to Kirby Whitten)

387 LF curb and gutter
 21 LF drive gutter



AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____) S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His company has a testing program in place equal to or greater than the City's program.

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

DAA-1

BID TABULATION

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Curb and Gutter (6-30)	1,200	LF		
2	Drive Gutter	75	LF		
3	Sawcutting	10	LF		
4	Median Curb (Type B)	100	LF		

TOTAL FOR PROJECT \$ _____

Total for Project in words _____

Contractor_____
Telephone Number_____
Authorized Representative_____
Date

Print Name _____

BT-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders – NB-1
2. Drug and Alcohol Affidavit – DAA-1
3. Bid Form – BT-1
4. Non-Collusion Affidavit of Principal Bidder – NCA - 1
5. Bid Bond – BB1 and BB-2 or other approved forms
6. Contract Monitoring – CM-1
7. Past Project References of Similar Work
8. Title VI self survey – Title VI Plan 1 and Title VI Plan 2

Note: Failure to complete or include all of these forms with the bid may be grounds for rejecting the bid as being an incomplete bid.

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____
(Surety)

_____, State of _____ herein-

after called the "Surety", are held and firmly bound unto _____
(Owner)

_____ of _____ herein-after called "Owner"
(City and State)

in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and same harmless the Owner from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and may authorize extension or modifications thereof, including all amounts due for materials, used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PPB-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Print Name _____

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

PPB-2

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

NOTICE OF AWARD

To:

PROJECT Description: **Concrete Replacement Project Spring 2014**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER dated this ____ day of _____.

CITY OF BARTLETT
OWNER

Name _____

Print Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20_____.

Name _____

Print Name _____

Title _____

NA-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

NOTICE TO PROCEED

To:

PROJECT Description: **Concrete Replacement Project Spring 2014**

You are hereby notified to commence WORK in accordance with the Agreement dated _____,
on or before _____ and you are to complete WORK within 90 consecutive calendar
days thereafter. The date of completion of all WORK is therefore: _____.

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

BY _____

PRINT NAME _____

TITLE _____

NP-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

State of _____)
S.S.
County of _____)

(1) He is _____ of _____, the Bidder
that has submitted the attached BID;

- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price or prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn before me this _____ day of _____, 20_____

(Title)

My commission expires _____ 20____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
 _____ as Principal, and _____
 _____ as Surety, are hereby held and firmly bound
 unto _____ as OWNER in the penal sum of _____
5 % of BID _____ for the payment of which, well and truly to be
 made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID,
 attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the
 Form of Contract attached hereto (properly completed in accordance with said BID) and
 shall furnish a BOND for his faithful performance of said contract, and for the payment of
 all persons performing labor or furnishing materials in connection therewith, and shall in all
 other respects perform the agreement created by the acceptance of said BID, then this
 obligation shall be void, otherwise the same shall remain in force and effect; it being
 expressly understood and agreed that the liability of the Surety for any and all claims
 hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BB-1

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BB-2

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, by and between City of Bartlett, hereinafter called "OWNER" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: _____.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 45 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) NOTICE OF AWARD

A-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by numbered _____ through _____, and dated _____, 20____.

(N) SPECIFICATIONS prepared or issued by _____ dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

6. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

(SEAL)
ATTEST:

NAME _____

Print

TITLE _____

CONTRACTOR

BY _____

PRINT NAME _____

TITLE _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for said County and State, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted and who upon oath acknowledged that he/she executed the foregoing instrument for the purpose contained therein as his/her own free act and deed.

Witness my hand and notary seal the _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Release of Liability on Drive Apron

I, property owner of _____ have requested that my drive gutter be removed and replaced by the City of Bartlett. I acknowledge the fact that my drive apron is in good shape but the curb and gutter needs to be replaced. I understand that the removal of the drive gutter could damage the remaining driveway apron. I promise to release the City of Bartlett and their contractor from liability for the driveway apron replacement if any cracking or chipping occurs during the saw-cutting, removal, or replacement of the end of the driveway.

The contractor will repair any cracked, chipped or broken area but will **NOT** replace the entire driveway unless specifically requested by the property owner and the property owner agrees to pay the contractor as per the contract unit price for driveway. The City of Bartlett Engineering Inspector, the concrete contractor and I have agreed that this driveway is a good candidate for this type of repair.

Address of Repair

phone (for us to contact you prior to
Scheduling work)

Homeowner Signature

date

Homeowner Signature

date

City of Bartlett Engineering Inspector

date

If agreeable, please call Bartlett Engineering at 385-6499 to let us know. Please contact us by _____ so we can schedule this work with the contractor. We will collect this form when notified.

RL-1

Attachment: bid book (1221 : Spring 2014 Concrete Replacement)

BID TABULATION

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Curb and Gutter (6-30)	1,200	LF	25. ⁰⁰	30,000. ⁰⁰
2	Drive Gutter	75	LF	25. ⁰⁰	1875. ⁰⁰
3	Sawcutting	10	LF	5. ⁰⁰	50. ⁰⁰
4	Median Curb (Type B)	100	LF	25. ⁰⁰	2500. ⁰⁰

TOTAL FOR PROJECT \$ 34,425.⁰⁰Total for Project in words Thirty four thousand four hundred twenty five + ⁰⁰/₁₀₀

Mark Weeks Consulting & Construction
Contractor

488-6535
Telephone Number

Mark Weeks
Authorized Representative

4-10-14
Date

Print Name Mark Weeks

Attachment: MW bid tab (1221 : Spring 2014 Concrete Replacement)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 05/13/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Residential subdivision contract for Brunswick Court Planned Development.

This 14-lot subdivision off of Brunswick Rd was originally developed in the county, but also under an Annexation Reserve Contract with the City signed February 16, 2006. Much of the work was previously completed, but the developer was jointly foreclosed upon by two banks which shared in the construction loan. A new developer has recently purchased the entire subdivision from the banks, necessitating a new contract with the City. This area was annexed at the end of 2012. This contract and a new bond will supersede the original contract and letter of credit. No additional fees are required.

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

MOVER: David Parsons, Alderman

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Young, Sedgwick

RESIDENTIAL SUBDIVISION CONTRACT

Rev. 7/07

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

WITNESSETH:

WHEREAS, Brunswick Court PD was approved by the Shelby County Land Use
Control Board on May 10, 2001, and the area was annexed by the City of Bartlett on December 31,
2012; and

WHEREAS, the original Developer agreed to construct said subdivision as provided in
the current Bartlett Subdivision Regulations and with the Bartlett Standard Construction
Specifications. The original developer was foreclosed upon and this site has been purchased by
new DEVELOPER, who intends to take over completion of this subdivision, thus necessitating a
new subdivision contract requiring 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, 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:

I

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 a double surface seal coat treatment will be applied. This course will be paid for 100% by the DEVELOPER prior to placing the asphalt. The Seal Coat will be applied by the low bid contractor and the cost will be paid for by the DEVELOPER. The first 2 inch asphalt course will be applied at a time deemed appropriate by the City Engineer or at $\pm$ 50% build out. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 8 of 18)

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 \$1,500.00 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 \$1,500.00 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

Attachment: forme1093 rev Brunswick Court (1232 : Brunswick Court P.D. Contract)

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 \$300.00 per acre if basins are not 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 \$350.00 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:**Background:**

- a. This contract has been prepared in lieu of an Assumption Agreement, as the original developer, Mills Enterprises, Inc, was foreclosed upon and the current developer has purchased all 3 of the parcels in this development from the banks (or their successors) involved in the original foreclosure. The original contract was an Annexation Reserve Water Contract, as this area was in the County at the time. It has since been annexed by the City of Bartlett. All original conditions from the Land Use Control Board shall remain in effect unless formally changed through the applicable process with the City of Bartlett.
- b. Due to the substantial time that has elapsed since any development work was last performed on site, and the current state of erosion that has developed from lack of attention, the Developer is cautioned that this subdivision discharges stormwater runoff into a privately-owned pond which then discharges into a privately-owned lake. The Developer is reminded of his/her responsibility to comply with Article IX, paragraphs 1, 2, and 3 of this contract to ensure all silt is mitigated/eliminated from discharging onto the adjacent properties and that the City of Bartlett is to be held harmless for all damage caused by the discharge of silt/debris.

Status:

The original developer had performed most of the infrastructure construction and As-built drawings for sewer, water, and drainage had been received by the City of Bartlett. The plat had not been recorded, and the HOA CC&R's and Bylaws had not been recorded in the Registers office.

Bond:

A new bond is required covering the new developer. The bond amount has been calculated by adding several items that could not originally be bonded by the City to the items previously bonded, and factored to allow for the fact that much of the work has been installed, but not formally accepted. Upon acceptance of the subdivision (Planned Unit Development), a pre-calculated reduction will be implemented in the bond amount, rather than the standard 50% reduction. The detention basin portion of this bond shall remain at the full \$10,000 until all of lots 7-14 have completed homes on them.

HOA:

The Bylaws and CC&R's for the Homeowners Association shall be recorded. A bond amount has been added for the establishment, and subsequent turnover of the HOA to the residents. The HOA part of the bond, once implemented at the first overall reduction, will then be reduced by 30% after the first year of operation (as shown by minutes of meetings with the residents; 20% after the HOA accepts title to the Common Open Space Areas, and the final 50% when the HOA has been fully turned over to the residents as evidenced by minutes of the applicable meeting.

Fees:

- a. The City acknowledges that all of the fees, including but not limited to the Parkland Development Fees, listed in Section I of the Payment and Schedule which is part of this contract, have been paid by the Original Developer.
- b. Street lights fees have not been paid, but street lights have not been installed to date, and this only applies to lights along Brunswick Rd.

Punchlist:

A copy of the current punchlist that was last updated in December 2013, which represents a reasonable assessment of the work remaining to be completed has been provided to PFMT Holdings, LLC, and is attached as Appendix 1 to this contract.

XVII

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

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

1. Water Plant Expansion @ 15% of Water Main Cost) (Water Main Cost = \$ 82,940)	\$ 12,441.00
2. a. Water System Engineering & Subdivision Review @ 6% of Water Main Cost	\$ 4,976.00
b. Subdivision and site plan review fee @ \$175.00 per lot = 14 lots	\$ 2,450.00
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract. \$10 implies \$140	\$ 140.00
4. City Subdivision Inspection @ A. 3% of Development Cost = \$11,471 or B. \$300.00 per Lot = \$4,200 (whichever is greater) Development Cost = \$382,350	\$ 4,207.00
5. Water Connection Fee @ \$1,500.00 per lot (14 Lots)	\$ 21,000.00
6. Sewer Connection Fee @ \$2,000.00 per lot. (14 Lots)	\$ 28,000.00
Buckhead and Oliver Creek Basins	
DRAINAGE BASIN: <u>North</u>	
7. Drainage control fee for those lots not served by a Detention Basin @ \$500.00 per Lot 14 Lots = \$7,000	\$ 0
8. Drainage control fee for lots served by a Detention Basin @ \$250.00 per Lot (14 Lots)	\$ 7,000.00
9. City portion of Water Improvements	\$ 0
DISTRICT: 1	
10. Park Land Development Fee @ \$350.00 per Lot (14 Lots)	\$ 4,900.00
11. Greenbelt Walking Trail: Cash in lieu of construction	\$ 0
SUB TOTAL	\$ 85,114.00

12. Amount Paid with Original Contract \$ 85,114.00

**** TOTAL DUE CITY **** \$ 0

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

1. Asphalt Paving Cost – Brunswick Rd
(Estimated Construction Cost) \$ 2,695.00

2. Street Light (Estimated Brunswick Rd ONLY) \$ 2,500.00

TOTAL DUE II \$ 5,195.00

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) \$ 155,229.00

IV. Concurrent with initial release of lots for building permits:

1. Homeowners Association Bond:
To be retained from initial 50% bond reduction
amount and held until HOA is turned over to
residents in a formal meeting, and minutes from
that meeting are provided to the City of Bartlett
Planning and Engineering offices. \$ 28,000.00

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

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____

Attachment: forme1093 rev Brunswick Court (1232 : Brunswick Court P.D. Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 05/13/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Water contract for AM Diabetes.

A new owner has purchased the building at 3025 Kate Bond and desires fire protection for their operations. The water main must be extended approximately 400' in order to provide a source and the proper pressure for the fire protection. This water contract covers that water main extension.

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

MOVER: David Parsons, Alderman

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Young, Sedgwick

WATER CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between the City of Bartlett, a Municipal Corporation, Party of the First Part, hereinafter called the CITY, and AZAL LLC, party of the Second Part, hereinafter called the DEVELOPER.

W I T N E S S E T H:

WHEREAS, the DEVELOPER has commenced with the development of AM DIABETES which property is within the sewer service of the CITY, and the CITY and DEVELOPER mutually agree that the CITY will service and maintain certain utility requirements of the DEVELOPMENT on the following terms and conditions: NOW, THEREFORE, for and in consideration of the mutual promises of the parties each to the other, and the further considerations as hereinafter set forth, it is agreed as follows:

I

The DEVELOPER shall forthwith commence construction of water lines and mains in accordance with the plans and Bartlett Standard Water Main specifications for this fire protection addition. Said plans and specifications shall be approved by the City. The DEVELOPER agrees to diligently pursue completion of the system in a workman-like manner when weather and work conditions permit, to maintain a construction schedule compatible with subdivision construction, and to cause its engineer to submit reproducible as-built plans with the valves marked and referenced to property lines with their lateral lengths and depths.

Attachment: forme1096 (1237 : AM Diabetes Water Contract)

II

The DEVELOPER agrees to convey to the CITY all necessary easements upon its property to enable the CITY to maintain the systems to which reference has heretofore been made. This shall be accomplished when the as-built information is prepared and before any bond reduction.

III

The DEVELOPER of this site will provide a bond to the City of Bartlett in the form of an acceptable letter of credit, performance and payment bond, cash bond, or certificate of deposit. This bond will be for 100% of the costs of construction of the water lines and fixtures as shown on the construction drawings. The bond will be reduced to 50% of the total amount upon completion of the project. This 50% level of bond will be maintained by the City for one (1) year to cover any problems which may exist within the one (1) year warranty period.

The DEVELOPER will be declared in default of his contract if and when his project has not been completed and satisfactorily tested and approved by the City of Bartlett within 12 months of the date of this contract, at which time the City of Bartlett may call the bond and the project may be completed with those proceeds.

IV

The water extension costs will be determined and approved by the Bartlett City Engineer for bonding and calculations of credits (n/a) if any are due. Water tap fees and water plant expansion fees can only be applied as credit for appropriate system construction cost. If construction costs exceed the credit allowance, the DEVELOPER will be required to absorb these expenses.

Attachment: forme1096 (1237 : AM Diabetes Water Contract)

Construction of work other than the loop water mains and sewer out-fall will not be eligible for credits. Carry over of these credits will only be allowed for developments of the same company and are nontransferable or assignable.

V

The DEVELOPER is to pay a \$3,000.00 per lot Water Connection Fee (no additional tap is required.)

C E R T I F I C A T E

The date of the completion of the construction under this contract is hereby certified to be the 14th day of May 2014. The DEVELOPER agrees to warrant all water main construction and material for one (1) year past this date and repair or replace any improvements as deemed necessary by the CITY. The responsibility for the proper maintenance and control of additional users of the tie-ins, shall rest with the CITY. In addition, the DEVELOPER agrees to be responsible for the reasonable cost of replacing any lines or other CITY property destroyed or damaged in the subdivision by parties other than the CITY'S employees and further to pay the reasonable cost of ordinary maintenance until such time as the site is "finaled" out.

Attachment: forme1096 (1237 : AM Diabetes Water Contract)

**CITY OF BARTLETT WATER EXTENSION CONTRACT
PAYMENT SCHEDULE - THE DEVELOPER WILL PAY TO THE CITY OF
BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:**

I. Due at execution of subdivision contract and before construction begins:

1 Water Plant Expansion (15% of
Water Main Costs) \$ 5,082.00.

2. Water System Engineering and
Review Fee (6% of Water Main Costs) \$ 2,033.00.

3. Water System Inspection fee
(3% of Water Main Cost or \$300.00
per Lot, which ever is greater) \$ 1,017.00.

4. Water Connection Fee
\$3,000.00 per Lot (____ Lots) \$ 0.00.

TOTAL DUE I \$ 8,132.00.

II. Upon Execution of Subdivision Contract and Before
Construction Begins. (BOND) \$ 33,883.00.

Attachment: forme1096 (1237 : AM Diabetes Water Contract)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
 Bartlett, Tennessee, this _____ day of _____ 20_____.

 CITY OF BARTLETT

 DEVELOPER

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN: _____

Attachment: forme1096 (1237 : AM Diabetes Water Contract)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 05/13/14 07:00 PM
Department: Finance
Category: Proposal
Prepared By: Stefanie McGee
Department Head: Dick Phebus

Authorization to auction surplus property.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

<u>Department</u>	<u>Year</u>	<u>Make/Model</u>	<u>Color</u>	<u>Vehicle ID#</u>
Sr. Center	1998	Toshiba TP61H60 61' Projection TV	Black	34988674
Public Works	1998	Excel Industrial Hustler 3200 60" Mower	Yellow	8026440

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: David Parsons, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 05/13/14 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for April 2014.

CONTINUED:

Subdivision

I. Cross Subdivision - Construction Plan, Corner of Brother Blvd and Germantown Rd (Ray Flake with Civil Engineering Services)

INTRODUCTION: Mr. Ray Flake with Civil Engineering Services is requesting Planning Commission approval of Construction Plans for the Cross Subdivision. The subject property is located at the southwest corner of Germantown Road and Brother Boulevard within the "SC-1" Planned Unit Commercial Zoning District.

BACKGROUND: On November 4, 2013, the Planning Commission approved the Master Plan for the Cross Subdivision with staff conditions. On March 3, 2014, the Planning Commission approved the Final Plan with a condition that the applicant revise the Construction Plan and re-submit the application.

DISCUSSION: More specifically, the applicant is proposing to subdivide 3.86-acres of land into a two lot commercial subdivision with Lot 1 being 1.5-acres, and Lot 2 being 2.36-acres. Lot 1 will be the future location of a Mapco service station and will have right-in-right-out access from Germantown Road and shared access with Lot 2 from Brother Boulevard. The applicant proposes to install a detention pond on Lot 1 and install a reverse landscape screen (with a slope) along the property-line that is adjacent to a residential neighbor.

Approved with conditions of staff.

NEW BUSINESS

Right-of-Way Closure

2. Dutwiler Road, north side of St. Elmo, south of Booth Forrest Drive, east of Altruria Road, and west of Kirby-Whitten Parkway (Bartlett Engineering)

INTRODUCTION: This is a City of Bartlett initiated request for Planning Commission approval to close Dutwiler Road. The subject property is located on the north side of St. Elmo, south of Booth Forrest Drive, east of Altruria Road, and west of Kirby-Whitten Parkway within the "RS-10" Residential zoning district.

BACKGROUND: Dutwiler Road was cut-off with the construction of St. Elmo and was initially scheduled to be closed by staff in 1995.

DISCUSSION: Dutwiler Road has access from St. Elmo and is located between the Wesleyan Church on the east side of the road, and the Missionary Baptist Church on the west side of the road. The road has fifty (50)-feet of right-of-way. Upon the closure of the road, .67-acres of the road (from the centerline-east) will be transferred to the Wesleyan Church property, and .55-acres of the road (from the centerline-west) will be transferred to the Baptist Missionary Association/Church property. In the near future, the Wesleyan Church plans on improving access to the property from Booth Forest Drive, and obtaining access from both St. Elmo and Kirby-Whitten Parkway with the future expansion of the church.

Approved.

Site Plan:

3. Mapco, southwest corner of Brother Blvd. and Germantown Rd. (Tony M. Reasons, Reasons Engineering & Assoc., Inc.)

INTRODUCTION: Mr. Ray Flake with Civil Engineering Services is requesting Planning Commission approval of a site plan for Mapco. The subject property is located at the southwest corner of Germantown Road and Brother Boulevard within the “SC-1” Planned Unit Commercial Development Zoning District.

BACKGROUND: On November 4, 2013, the Planning Commission approved the Master Plan for the Cross Subdivision with staff conditions. On March 3, 2014, the Planning Commission granted a conditional approval of the Final Plan contingent upon the approval of the Construction Plans, the signing of the Contract, and the recording of the Final Plat.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a gas station with a convenience store and parking lot on 1.5-acres of land. Access to the site will be from Germantown Road with a right-in, right-out access drive and a full movement shared (Lot 2) access drive from Brother Boulevard. Drainage detention will be located behind the convenience store. The specifics of the site plan are as follows:

Site Data	
Site Area:	1.5-acres (65,340 square feet)
Total Required Parking Spaces	24
Total Proposed Parking Spaces:	26
Handicap Accessible:	2
Regular:	24
Proposed Building Area:	4,780 square feet
Greenspace/Openspace:	44%

Building Height:	Not Provided
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Approved with conditions of staff, entrance/exit in accordance with Traffic Study findings and, in addition, work out agreement with Engineering regarding Staff Conditions Numbers 9 and 10 under the Engineering Grading Plan.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: David Parsons, Alderman

SECONDER: Emily Elliott, Alderman

AYES: Pleasant, Elliott, Parsons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 05/13/14 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for May 2014.

NEW BUSINESS

SUBDIVISION

Master Plan

1. MAPCO Express - 3317 N. Germantown Road (Ray Flake, Civil Engineering Services)

INTRODUCTION: Mr. Ray Flake with Civil Engineering Services is requesting Planning Commission approval of a Master Plan for the Mapco Express Subdivision (formerly Cross Subdivision). The subject property is located at the southwest corner of Germantown Road and Brother Boulevard at 3317 N. Germantown Road within the "SC-1" Planned Unit Commercial Development Zoning District.

BACKGROUND: On November 4, 2013, the Planning Commission approved the Master Plan for the Cross Subdivision with staff conditions. On March 3, 2014, the Planning Commission approved the Final Plan with the following contingencies: the Construction Plan be revised and approved, the Subdivision Contract signed, and the Final Plat be recorded. On April 7, 2014, the Planning Commission approved the Construction Plan and Site Plan.

DISCUSSION: The applicant is proposing to change the approved Master Plan with a reduced amount of land and different lot configuration. This proposed Master Plan consists of 1.5-acres of land instead of the 3.86-acres of land approved in the original application. The new lot configuration will consist of a two, .75-acre lots. The applicant intends to consolidate the two lots with a deed, and construct a Mapco service station on one lot. Access to the site will be from Germantown Road and Brother Boulevard as approved on the previous plan.

Approved with conditions of staff.

Construction Plan

2. The Corner Shops of Highway 70 - West side of Hwy 70, North of Appling Road (Vincent J. Thillen, ETI Corp)

INTRODUCTION: Mr. Vince Thillen with ETI Corporation is requesting Planning Commission approval of Construction Plans for the re-subdivision of Lot 2 of the Corner Shops of Highway 70 commercial subdivision. The subject property is located on the west side of Highway 70, north of Appling Road within the "C-H" Highway Business Zoning District.

BACKGROUND: On January 2, 2007, the Planning Commission approved the Final Plan for

the Corner Shops of Highway 70 as a two lot subdivision on 2.89-acres of land. Lot 1 of the subdivision has been developed and currently houses a restaurant.

DISCUSSION: More specifically, the applicant is proposing to subdivide Lot 2 of the previously recorded subdivision into two lots, thereby changing from a two lot subdivision to a three lot subdivision. There is existing detention for the subdivision located on Lot 1. The subdivision of the lots will result in a .29-acre lot and a .65-acre lot. The existing easements on the original Lot 2 will remain on the proposed plat. Access to the site will be from Highway 70 and Appling Road.

Approved with conditions of staff.

Final Plan

3. The Corner Shops of Highway 70 - NW Corner of Hwy 70 and Appling (Vincent J. Thillen, ETI Corp)

INTRODUCTION: Mr. Vince Thillen with ETI Corporation is requesting Planning Commission approval of a Final Plan for the re-subdivision of Lot 2 of the Corner Shops of Highway 70 commercial subdivision. The subject property is located on the northwest corner of Highway 70, north of Appling Road within the "C-H" Highway Business Zoning District.

BACKGROUND: On January 2, 2007, the Planning Commission approved the Final Plan for the Corner Shops of Highway 70 as a two lot subdivision on 2.89-acres of land. Lot 1 of the subdivision has been developed and currently houses a restaurant.

DISCUSSION More specifically, the applicant is proposing to subdivide Lot 2 of the previously recorded subdivision into two lots, thereby changing from a two lot subdivision to a three lot subdivision. There is existing detention for the subdivision located on Lot 1. The subdivision of the lots will result in a .29-acre lot and a .65-acre lot. The existing easements on the original Lot 2 will remain on the proposed plat. Access to the site will be from Highway 70 and Appling Road.

Approved with conditions of staff.

Final Plan

4. Alexander Hodges Subdivision, East Side Westbrook, North of Memphis-Arlington Rd. (Anthony Alexander, Owner/Paul Bray, Bray-Davis Firm, LLC)

INTRODUCTION: Mr. Paul Bray with the Bray Davis Firm is requesting Planning Condition approval of a Final Plan for a two-lot residential subdivision. The subject property is located north of Memphis Arlington Road on the east side of Westbrook Road within the "RS-18"

Residential Zoning District.

BACKGROUND: The subject property is not a legal lot of record (created after March 6, 1956) and is less than 4-acres (not exempt from subdivision regulations). In order to make the lot eligible for a building permit, it must be within a recorded subdivision.

DISCUSSION: The specific request by the applicant is for Planning Commission approval to subdivide 2.0-acres of land into a 2-lot subdivision. The lots will range in size from .41-acres (18,012 sq.ft.) to 1.467-acres (63,903 sq.ft.). Both lots will have access from Westbrook Road. However, the property owner intends to build one home.

Approved with conditions of staff.

SITE PLANS

5. Dollar Tree, Corner Shops of Hwy 70, NW Corner of Hwy 70 & Appling (Vincent J. Thillen, ETI Corp)

INTRODUCTION: Mr. Vince Thillen with ETI Corporation is requesting Planning Commission approval of a Site Plan for a new Dollar Tree store. The subject property is located on the northwest corner of Highway 70, north of Appling Road within the “C-H” Highway Business Zoning District.

BACKGROUND: The Corner Shops of Highway 70 was originally approved by the Planning Commission on January 2, 2007 as a two lot subdivision. There is a conjunctive request by the applicant to split the original Lot 2 of the subdivision into two lots creating a three lot subdivision. The Dollar Tree store will be located on the new Lot 2 of the Corner Shops of Highway 70 commercial subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 9,984 square foot building and parking lot on 1.47-acre lot. Access to the site will be from both Highway 70 and Appling Road. The specifics of the site plan are as follows:

Site Data	
Site Area:	1.47-acres (60,033 square feet)
Total Required Parking Spaces:	40
Total Proposed Parking Spaces:	40
Handicap Accessible:	2
Regular:	38
Proposed Building Area:	9,984 square feet
Greenspace/Openspace:	35%

Building Height:	28-feet
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Approved with conditions of staff.

6. Taco Bell, Summer Ave (HWY 70) & Appling Road (John Connelly, Britt, Peters & Associates, Inc.)

INTRODUCTION: Mr. John Connelly with Britt, Peters & Associates is requesting Planning Commission approval of a site plan for Taco Bell. The subject property is located at the southeast corner of Highway 70 and Appling Road within the “C-H” Highway Business Zoning District.

BACKGROUND: The subject property consists of two lots totaling 2.4-acres with easements that were incorrectly platted in 1995. Staff along with a surveyor discovered a deed that correctly describes the property as one lot. A corrected plat with all the easements and right-of-way measurement along Highway 70 will be re-recorded.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 2,007 square foot restaurant with a drive-thru and parking lot on 2.18-acres of land. Access to the site will be from both Highway 70 and Appling Road. The specifics of the site plan are as follows:

Site Data	
Site Area:	2.2-acres (94,960square feet)
Total Required Parking Spaces:	28
Total Proposed Parking Spaces:	31
Handicap Accessible:	2
Regular:	29
Proposed Building Area:	2,007square feet
Greenspace/Openspace:	40.6%
Building Height:	22'7"

Approved with conditions of staff.

7. River City Church Development, NW Corner of Kirby-Whitten and St. Elmo (John Parrish, Carlson Consulting Engineers, LLC

INTRODUCTION: Mr. John Parrish with Carlson Consulting Engineers is requesting Planning Commission approval of a site plan for the River City Church. The subject property is located at the northwest corner of Kirby-Whitten and St. Elmo within the “RS-10” Residential Zoning District.

BACKGROUND: This is the site of the former Wesleyan Church which has been vacant for some time. On April 7, 2014, the Planning Commission approved the road closure of Dutwiler Road which is located between the Wesleyan Church to the east and the Bartlett Church of Christ property to the west. A portion of the land from the road from the centerline was deed to each of the churches.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to add an 8,010 square foot church building onto an existing church site that currently has a $\pm$ 4,200 square foot church building. A 202-space parking lot will be built in two phases, and will increase the total number parking spaces on the site from 27-spaces to 229-spaces. On site detention is proposed on the west side of the building. Access to the new site addition will be from two curb-cuts from Kirby-Whitten Parkway. Access to the existing church will remain from Booth Forest Drive with no connectivity to the new parking lot. A dumpster enclosure will be added on the west side of the existing church. The specifics of the site plan are as follows:

Site Data	
Site Area:	7.47-acres (325,393 square feet)
Total Required Parking Spaces (1 per 4 seats):	74
Total Proposed Parking Spaces:	202
Handicap Accessible:	7
Regular:	195
Proposed Building Area:	8,010 square feet
Greenspace/Openspace:	60.1%
Building Height:	22'

Approved with conditions of staff.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: David Parsons, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 05/13/14 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Stefanie McGee

Department Head: A. Keith McDonald

Appoint Kelly Price to Industrial Development Board.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 08-14

Meeting: 05/13/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1236

Resolution 12-14, A resolution to delete uncollectible accounts from utility customers accounts receivable.

WHEREAS, the City of Bartlett wishes to establish a resolution regarding uncollectible utility accounts receivable; and

WHEREAS, the City Treasurer will review all past due accounts in excess of six months old. The City Treasurer, after determining the accounts which appear uncollectible, may write off all such accounts with a balance of \$25.00 or less; and

WHEREAS, the past due utility bills that are more than \$25.00 and are deemed uncollectible by the City Treasurer will be brought to the City of Bartlett Mayor and Board of Aldermen board meeting in June each year for approval of writing off all past due uncollectible accounts; and

WHEREAS, the list of past due water bills that are more than \$25.00 as of May 2014 that are deemed uncollectible by the City Treasurer totals approximately \$68,042.17; and

WHEREAS, a list of all customers with unpaid balances which have been written off shall be kept on file for public record. Any customer whose account was previously written off and desires to initiate service again with the City of Bartlett for water/utility service must pay the unpaid bill before service will be started again;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that these water/utility accounts receivable will be deleted from the accounts receivable uncollectible aged list of accounts.

Adopted this day of May 13th, 2014

W. C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

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

Water			
101	COMMERCIAL WATER INSIDE	\$	1,824.00
102	RESIDENTIAL WATER INSIDE	\$	10,387.88
111	NORTH BASIN RES INSIDE	\$	4,962.83
112	NB RES INSIDE ANXD 2013	\$	421.65
132	NORTH BASIN RURAL RES OUTSIDE	\$	375.23
7CONN	CONNECTION CHARGE TO BE BILLED	\$	805.00
7DSCON	DISCONNECT	\$	1,110.00
910	FAMILY FUND	\$	3.00
LOKCUT	meter lock cut post turn off	\$	300.00
NSF	NSF	\$	100.00
PENLT	PENALTY	\$	5,777.60
		\$	26,067.19
Sewer			
301	SEWER FLAT RATE	\$	50.35
307	INSIDE RESIDENTIAL SEWER	\$	8,821.26
308	INSIDE COMMERCIAL SEWER	\$	974.76
321	NORTH BASIN RES INSIDE	\$	3,851.56
322	NORTH BASIN RES IN ANXD 2013	\$	253.32
342	NORTH BASIN RURAL RES OUT	\$	27.27
		\$	13,978.52
City Service Fee			
502	CITY SERVICE FEE	\$	2,865.40
Sales Tax			
2STAX	SALES TAX	\$	1,670.69
Garbage			
504	RESIDENTIAL GARBAGE	\$	23,358.37
505	COMMERCIAL GARBAGE	\$	77.00
708	YARD WASTE CART	\$	25.00
		\$	23,460.37
		\$	68,042.17



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 09-14

Meeting: 05/13/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1231

Resolution 13-14, A resolution to delete uncollectable property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls.

WHEREAS, the Shelby County Trustee provides delinquent tax collection services for City of Bartlett property taxes under a contractual agreement; and

WHEREAS, the Trustee has determined that the property tax parcels on the attached schedules are government owned and/or out of business and should be dismissed as uncollectible. Additionally, all interest, penalties and associated costs are deemed uncollectible by the Trustee; and

WHEREAS, the Trustee has dismissed the Shelby County taxes, interest, penalties and associated costs on the properties listed in the schedules and recommends that Bartlett also dismiss the City of Bartlett taxes, interest, penalties and associated costs as uncollectible.

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

Adopted this day of May 13, 2014

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____

Stefanie McGee, City Clerk

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



OFFICE OF
SHELBY COUNTY TRUSTEE

DAVID C. LENOIR
COUNTY TRUSTEE

January 24, 2014

The Honorable Keith McDonald
Mayor, City of Bartlett
6400 Stage Rd
Bartlett, TN 38134

Re: Resolution Authorization Letter

Dear Mayor:

The Shelby County Trustee has determined that attached 1 parcel(s) with tax totaling \$2.07 are out of business and should be dismissed as uncollectable. Additionally, all interest, penalties and associated costs should be dismissed with the tax.

Attached is a list dated 01/24/14 outlining the above mentioned parcel(s) including the tax year, tax due and the reason for dismissal. After review of the attached list please sign and return the authorization statement below. If you have any questions please call Kitricia McClellan at 432-6445.

Sincerely,

David C. Lenoir
SHELBY COUNTY TRUSTEE

AUTHORIZATION:

The City of Bartlett hereby authorizes the Shelby County Trustee to remove from the Trustee's records all Bartlett tax balances and costs due on the parcels as referenced on the list dated 01/24/14.

Honorable Keith McDonald Date
Mayor, City of Bartlett

Attachment: April Tax WriteOffs.pdf (09-14 : Uncollectable Property Tax, Res 13-14)

UNCOLLECTABLE TAXES FOR BARTLETT

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
5009-7	3620	15736100000000	2004	M & M PROFESSIONAL SERVICES	1188 TIMOTHY DR (REAR)	294	Out of Business	\$2.07

Total Parcels

1

Total Tax:

\$2.07

Attachment: April Tax WriteOffs.pdf (09-14 : Uncollectable Property Tax, Res 13-14)



OFFICE OF
SHELBY COUNTY TRUSTEE

DAVID C. LENOIR
COUNTY TRUSTEE

January 24, 2014

The Honorable Keith McDonald
Mayor, City of Bartlett
6400 Stage Rd
Bartlett, TN 38134

Re: Resolution Authorization Letter

Dear Mayor:

The Shelby County Trustee has determined that attached 4 parcel(s) with tax totaling \$82.96 are out of business and should be dismissed as uncollectable. Additionally, all interest, penalties and associated costs should be dismissed with the tax.

Attached is a list dated 01/24/14 outlining the above mentioned parcel(s) including the tax year, tax due and the reason for dismissal. After review of the attached list please sign and return the authorization statement below. If you have any questions please call Kitricia McClellan at 432-6445.

Sincerely,

David C. Lenoir
SHELBY COUNTY TRUSTEE

AUTHORIZATION:

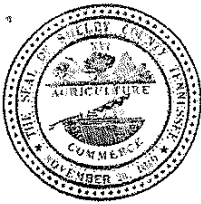
The City of Bartlett hereby authorizes the Shelby County Trustee to remove from the Trustee's records all Bartlett tax balances and costs due on the parcels as referenced on the list dated 01/24/14.

Honorable Keith McDonald Date
Mayor, City of Bartlett

UNCOLLECTABLE TAXES FOR BARTLETT

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
5013-8	1565	13698600000000	2008	A & D ENTERPRISE	6367 CAROLOT LN	296	Out Of Business	\$26.80
5014-9	1145	13698600000000	2009	A & D ENTERPRISE	6367 CAROLOT LN	296	Out Of Business	\$32.18
5010-9	3804	17554400000000	2005	GRAND VINYL DESIGN	3534 BROADWAY RD	296	Out Of Business	\$10.22
5011-1	3326	17554400000000	2006	GRAND VINYL DESIGN	3534 BROADWAY RD	296	Out Of Business	\$13.76
Total Parcels				4	Total Tax:		\$82.96	

Attachment: April Tax WriteOffs.pdf (09-14 : Uncollectable Property Tax, Res 13-14)



OFFICE OF
SHELBY COUNTY TRUSTEE

DAVID C. LENOIR
COUNTY TRUSTEE

January 24, 2014

The Honorable Keith McDonald
Mayor, City of Bartlett
6400 Stage Rd
Bartlett, TN 38134

Re: Resolution Authorization Letter

Dear Mayor:

The Shelby County Trustee has determined that attached 3 parcel(s) with tax totaling \$309.77 are out of business and should be dismissed as uncollectable. Additionally, all interest, penalties and associated costs should be dismissed with the tax.

Attached is a list dated 01/24/14 outlining the above mentioned parcel(s) including the tax year, tax due and the reason for dismissal. After review of the attached list please sign and return the authorization statement below. If you have any questions please call Kitricia McClellan at 432-6445.

Sincerely,

David C. Lenoir
SHELBY COUNTY TRUSTEE

AUTHORIZATION:

The City of Bartlett hereby authorizes the Shelby County Trustee to remove from the Trustee's records all Bartlett tax balances and costs due on the parcels as referenced on the list dated 01/24/14.

Honorable Keith McDonald Date
Mayor, City of Bartlett

UNCOLLECTABLE TAXES FOR BARTLETT

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address	Res. #	Reason	Tax
		14246400000000	2012	BARTLETT SELF STORAGE INC	8060 US HWY 70	297	Out Of Business	\$294.57
5015-1	1786	16361800000000	2010	PIANO SERVICE	3289 DECKER	297	Out Of Business	\$4.47
		11321100000000	2011	SMITH, N F ACCOUNTANT	3659 STONETRACE	297	Out Of Business	\$10.73

Total Parcels 3 Total Tax: \$309.77

Attachment: April Tax WriteOffs.pdf (09-14 : Uncollectable Property Tax, Res 13-14)



OFFICE OF SHELBY COUNTY TRUSTEE

DAVID C. LENOIR
COUNTY TRUSTEE

January 24, 2014

The Honorable Keith McDonald
Mayor, City of Bartlett
6400 Stage Rd
Bartlett, TN 38134

Re: Resolution Authorization Letter

Dear Mayor:

The Shelby County Trustee has determined that attached 4 parcel(s) with tax totaling \$528.76 are out of business and should be dismissed as uncollectable. Additionally, all interest, penalties and associated costs should be dismissed with the tax.

Attached is a list dated 01/24/14 outlining the above mentioned parcel(s) including the tax year, tax due and the reason for dismissal. After review of the attached list please sign and return the authorization statement below. If you have any questions please call Kitricia McClellan at 432-6445.

Sincerely,

David C. Lenoir
SHELBY COUNTY TRUSTEE

AUTHORIZATION:

The City of Bartlett hereby authorizes the Shelby County Trustee to remove from the Trustee's records all Bartlett tax balances and costs due on the parcels as referenced on the list dated 01/24/14.

Honorable Keith McDonald Date
Mayor, City of Bartlett

UNCOLLECTABLE TAXES FOR BARTLETT

TRD	Exh #	Parcel ID	Year	Owner	Parcel Address		Res. #	Reason	Tax
5012-9	5574	18698100000000	2007	ALL-STAR SPORTS CARDS	5732	STAGE RD	295	Out Of Business	\$28.64
5013-8	3950	18698100000000	2008	ALL-STAR SPORTS CARDS	5732	STAGE RD	295	Out Of Business	\$25.41
		22358300000000	2012	CRAZY MIKE'S MATTRESS CENTER	8222	HIGHWAY 64	295	Out Of Business	\$53.19
		19196300000000	2012	PINCKLEY AND DAD	7724	HIGHWAY 70	295	Out Of Business	\$421.52
Total Parcels			4	Total Tax:		\$528.76			

Attachment: April Tax WriteOffs.pdf (09-14 : Uncollectable Property Tax, Res 13-14)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 10-14

Meeting: 05/13/14 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1233

Resolution 14-14, a resolution naming a successor registration agent to act as registration and paying agent for various indebtedness of the City of Bartlett, Tennessee.

WHEREAS, on July 13, 2010, the Board of Mayor and Aldermen (the "Governing Body") of the City of Bartlett, Tennessee (the "Municipality") adopted a resolution (the "2010 GO Resolution") authorizing the issuance, sale and delivery of general obligation refunding and improvement bonds of which \$7,925,000 General Obligation Refunding and Improvement Bonds, Series 2010, dated August 26, 2010 (the "2010 GO Bonds") were issued on August 26, 2010; and

WHEREAS, on July 13, 2010, the Governing Body of the Municipality adopted a resolution (the "2010 Water and Sewer Resolution") authorizing the issuance sale and delivery of water and sewer revenue and tax refunding bonds of which \$3,115,000 Water and Sewer Revenue and Tax Refunding Bonds, Series 2010, dated August 26, 2010 (the "2010 Water and Sewer Bonds ") were issued on August 26, 2010; and

WHEREAS, on July 26, 2011, the Governing Body adopted a resolution (the "2011 GO Resolution") authorizing the issuance, sale and delivery of general obligation refunding and improvement bonds of which \$4,545,000 General Obligation Refunding and Improvement Bonds, Series 2011, dated September 7, 2011 (the "2011 GO Bonds") were issued on September 7, 2011; and

WHEREAS, on July 26, 2011, the Governing Body adopted a resolution (the "2011 Water and Sewer Resolution" together with the 2010 GO Resolution, the 2010 Water and Sewer Resolution and the 2011 GO Resolution, collectively, the "Outstanding Bond Resolutions") authorizing the issuance, sale and delivery of water and sewer revenue and tax refunding bonds of which \$5,305,000 Water and Sewer Revenue and Tax Refunding Bonds, Series 2011, dated September 7, 2011 (the "2011 Water and Sewer Bonds", together with the 2010 GO Bonds, the 2010 Water and Sewer Bonds and the 2011 GO Bonds, collectively, the "Outstanding Bonds") were issued on September 7, 2011; and

WHEREAS, under the authority conferred upon him by the Governing Body under the Outstanding Bond Resolutions, the Mayor of the Municipality appointed The Bank of New York Mellon Trust Company, N.A., Dallas Texas (the "Registration Agent") as registration and paying agent for the Outstanding Bonds; and

WHEREAS, it has been determined by the Governing Body to be in the best interest of the Municipality to appoint a successor registration agent to provide the registration and paying agent functions for the Outstanding Bonds.

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

Section 1. The Governing Body hereby appoints U.S. Bank National Association, as successor registration agent (the "Successor Registration Agent"), to serve as paying agent and registration agent for the Outstanding Bonds.

Section 2. The Mayor of the Municipality and the Director of Finance of the Municipality, or either of them, are hereby authorized to (i) establish the effective date of such appointment; (ii) execute any and all documents necessary to effect the appointment of the Successor Registration Agent, including, but not limited to, entering into an agreement for registration and paying agency services; (iii) authorize the Successor Registration Agent to contact the Registration Agent for any additional documentation necessary to effect such appointment as Successor Registration Agent; and (iv) transact any other matters which may be necessary to effect such appointment including, but not limited to, the execution of any documents related thereto and giving and publication of any notice required therewith.

Section 3. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the City Clerk.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 13th day of May, 2014.

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

A. Keith McDonald, Mayor

ATTEST:

Stefanie McGee, City Clerk

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1244)

Meeting: 05/13/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Eric Phan

Initiator: Dick Phebus

Sponsors:

DOC ID: 1244 A

Ordinance 14-01, an Ordinance To Adopt The 2014-2015 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Utility Fund, Debt Service Fund And Capital Improvements Fund Budgets.

SECTION 1: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett that the following appropriations for the 2014-2015 Fiscal Year for the City of Bartlett are as follows:

	Fiscal Year 14/15
GENERAL FUND EXPENDITURES:	
ADMINISTRATIVE:	
Legislative Board	\$ 955,502
Mayor's Office	\$ 722,340
Community Affairs	\$ 249,987
Building and Grounds	\$ 297,077
Bartlett Station Municipal Center	\$ 422,131
Library	\$ 1,138,070
Finance and Administration	\$ 1,375,027
City Court	\$ 959,240
Personnel	\$ 438,367
Planning and Economic Development	\$ 358,397
Total Administrative	\$ 6,916,138
PUBLIC SAFETY:	
Police Department	\$ 13,638,500
Fire Department	\$ 6,833,515
Ambulance Department	\$ 2,409,956
Code Enforcement	\$ 814,252
Total Public Safety	\$ 23,696,223
PUBLIC WORKS:	
Administration	\$ 536,910
City Shop	\$ 944,183
General Maintenance	\$ 1,350,360
General Services	\$ 296,774
Grounds Maintenance	\$ 1,267,120
Animal Control	\$ 680,643
Engineering Administration	\$ 364,812
Engineering & Inspection	\$ 465,331
Total Public Works	\$ 5,906,133

PARKS AND RECREATION:

Administration	\$	388,263
Community Center	\$	904,613
Athletics	\$	707,987
Maintenance	\$	1,259,181
Senior Citizen Center	\$	358,809
Recreation Center	\$	1,643,372
Total Parks and Recreation	\$	5,262,225

PERFORMING ARTS:

Performing Arts Center	\$	550,916
Total Performing Arts	\$	550,916

OTHER GENERAL FUND ITEMS /TRANSFERS OUT

Transfer Out to Debt Service	\$	150,000
Transfer Out Bartlett School	\$	1,600,000
Transfer Out Shelby County Board of Education	\$	608,193
Transfer Out Balance of Sales Tax Half Cent	\$	1,327,107
Transfer Out DARE Program	\$	48,200
Transfer Out Bartlett Station	\$	100,000
Total Transfers Out	\$	3,833,500

TOTAL GENERAL FUND EXPENDITURES **\$ 46,165,135**

GENERAL FUND REVENUES/TRANSFERS:

Property Taxes	\$	19,525,000
Local Taxes	\$	12,981,750
Licenses & Privileges	\$	1,554,100
Intergovernmental	\$	5,217,750
General Charges for Services	\$	3,882,184
Department Revenues	\$	654,325
Court Charges	\$	1,950,000
Other Revenue	\$	145,026
Transfer In from General Improvement Fund	\$	255,000

TOTAL GENERAL FUND REVENUES/TRANSFERS **\$ 46,165,135**

SPECIAL REVENUE FUNDS EXPENDITURES

Street Aid Fund	\$	1,795,000
Solid Waste Fund	\$	5,948,729
General Improvement Fund	\$	640,000
Drug Enforcement Fund	\$	418,300
DEA Enforcement Fund	\$	151,900
Drainage Control Fund	\$	119,181
Park Improvement Fund	\$	35,000

TOTAL SPECIAL REVENUE FUNDS EXPENDITURES \$ 9,108,110

SPECIAL REVENUE FUNDS REVENUES/SOURCES

Special Revenue Funds Revenue	\$ 8,309,200
Use of Fund Balance	\$ 798,910

TOTAL SPECIAL REVENUE FUNDS REV./SOURCES \$ 9,108,110

UTILITY FUND EXPENDITURES

Administration	\$ 2,372,288
Water & Wastewater Services	\$ 1,796,878
Plant Operations	\$ 1,754,806
Sewer Treatment	\$ 849,184
Total Utility Operation Expenditures	\$ 6,773,156

Utility Debt -- Principal	\$ 1,255,000
Utility Debt -- Interest & Charges	\$ 361,206
Total Utility Debt Expenditures	\$ 1,616,206

Contribution to Fund Balance	\$ 160,938
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TOTAL UTILITY FUND EXPENDITURES \$ 8,550,300

UTILITY FUND REVENUES/SOURCES

Utility Fund Revenues	\$ 8,550,300
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TOTAL UTILITY FUND REVENUES/SOURCES \$ 8,550,300

GENERAL DEBT SERVICE FUND EXPENDITURES

Principal	\$ 3,220,431
Interest and Other Charges	\$ 856,529

TOTAL GENERAL DEBT SERVICE EXPENDITURES \$ 4,076,960

GENERAL DEBT SERVICE REVENUES/SOURCES

Debt Service Revenues	\$ 3,889,250
Debt Service Use of Fund Balance	\$ 187,710

TOTAL GENERAL DEBT SERVICE REV./SOURCES \$ 4,076,960

SECTION 2: CAPITAL IMPROVEMENT PLAN -- BE IT FURTHER ORDAINED, that "Exhibit A"

represents the capital improvements plan for the City of Bartlett, Tennessee. The items listed as 2015-2014 are to be included in the budget, while new projects in future years represent "Planned" expenditures, and will require formal appropriation in future years. Unexpended project revenues and expenditures/expenses for existing projects may be administratively transferred to other CIP projects by the Finance Director with the approval of the Mayor and/or the Chief Administrative Officer.

SECTION 3: CAPITAL IMPROVEMENT PLAN BORROWING -- BE IT FURTHER ORDAINED, that the borrowing required as scheduled with the Capital Improvements Plan will take additional, specific authorization from the Board of Mayor and Aldermen in accordance with Tennessee Law.

SECTION 4: The CITY WATER RATE -- BE IT FURTHER ORDAINED the City Water Rates be assessed according to the following schedule:

	<u>Rates</u>
Residential -- City Customers -- The first 2,000 gallons	\$ 5.80
Residential -- City Customers - Over 2,000 gallons, per 1,000 gallons	\$ 1.80
Residential -- Rural Customers -- The first 2,000 gallons	\$ 8.70
Residential -- Rural Customers -- Over 2,000 gallons, per 1,000 gallons	\$ 2.70
Commercial -- City Customers -- The first 2,000 gallons	\$ 10.88
Commercial -- City Customers - Over 2,000 gallons, per 1,000 gallons	\$ 2.10
Commercial -- Rural Customers -- The first 2,000 gallons	\$ 15.59
Commercial -- Rural Customers -- Over 2,000 gallons, per 1,000 gallons	\$ 3.15

SECTION 5: The CITY SEWER RATE -- BE IT FURTHER ORDAINED the City Sewer Rates be assessed according to the following schedule:

	<u>Rates</u>
Residential -- City Customers -- The first 2,000 gallons	\$ 6.19
Residential -- City Customers -- each additional 1,000 gallons	\$ 1.64
Residential -- Rural Customers -- The first 2,000 gallons	\$ 9.09
Residential -- Rural Customers -- each additional 1,000 gallons	\$ 1.79
Commercial -- City Customers -- The first 2,000 gallons	\$ 14.89
Commercial -- City Customers -- each additional 1,000 gallons	\$ 1.79
Commercial -- Rural Customers -- The first 2,000 gallons	\$ 22.14
Commercial -- Rural Customers -- each additional 1,000 gallons	\$ 1.93

SECTION 6: WATER/SEWER IN LIEU OF AD VALOREM TAX PAYMENTS -- BE IT FURTHER ORDAINED, that the Treasurer is directed to transfer and deliver to the general fund from the Water/Sewer Department, revenues equivalent to the property tax rate per each \$100 of Net Book Value of assets of the Bartlett Water/Sewer Department in lieu of property taxes on the day and date regularly that property taxes are collected.

SECTION 7: CITY FEES SCHEDULE -- BE IT FURTHER ORDAINED, that "Exhibit B" represents the fiscal year 2014-2015 comprehensive fees schedule for the City of Bartlett, Tennessee and establishes the rates for fiscal year 2014-2015. Any rate or fee not included in the attached 2014-2015 schedule established by previous

resolution, ordinance or administrative action will remain in effect.

SECTION 8: INTERNAL SERVICE FUNDS -- BE IT FURTHER ORDAINED, that the Internal Service Funds for Health and Welfare and Worker's Compensation be continued, with the City's portion of the funding to be included in each fund's budget.

SECTION 9: OPERATING BUDGETS EXPIRE AT JUNE 30 -- BE IT FURTHER ORDAINED, that Operating budgets not spent or formally encumbered expire at June 30, 2014. Capital Projects are authorized on a "project" basis -- and the appropriation expires on completion of the project.

SECTION 10: NO APPROPRIATION EXCEEDED -- BE IT FURTHER ORDAINED, that no appropriation listed above may be exceeded without appropriate ordinance action to amend the budget.

SECTION 11: AFTER THE FISCAL YEAR-END -- BE IT FURTHER ORDAINED, that the Mayor is authorized to transfer appropriations within funds as needed to balance the budget after all year-end entries have been recorded in the fiscal year 2015 budget. All transfers will be reported to the Board of Mayor and Aldermen at the time of the reporting of the year-end financial results in the Comprehensive Annual Financial Report for the year ended June 30, 2015.

SECTION 12: DETAILED LINE-ITEM -- BE IT FURTHER ORDAINED, that a detailed line-item financial plan shall be prepared in support of the budget.

SECTION 13: GENERAL FUND OPERATING RESERVES AT JUNE 30 -- BE IT FURTHER ORDAINED, that the policy of the Board of Mayor and Aldermen establishes at 20%, the General Fund Balance as a percent of the next year's operations, and \$1,000,000 established as an emergency fund. Below this level, unspent budgets will accrue toward this. Amounts above this level may be used as directed by the Board.

SECTION 14: SEVERABILITY -- BE IT FURTHER ORDAINED, that all Ordinances heretofore passed in conflict herewith are hereby repealed insofar as they are in conflict with this Ordinance.

SECTION 15: EFFECTIVE DATE -- BE IT FURTHER ORDAINED, that this Ordinance becomes effective July 1, 2014.

FIRST READING: May 13, 2014
SECOND READING: May 27, 2014
THIRD READING: June 10, 2014

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

Exhibit A



CIP PROJECT SUMMARY

**BARTLETT CAPITAL IMPROVEMENT PROGRAM
FY 2015 - FY 2019**

PROJECT	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
<u>FUNDING SOURCES</u>						
General Obligation Bonds	\$ 0	\$ 2,488,197	\$ 6,000,000	\$ 6,160,000	\$ 3,990,000	\$ 18,638,197
Capital Note	1,071,000	908,000	933,000	908,000	933,000	4,753,000
FD311 Transfers-unspent projects	1,942,164	0	0	0	0	1,942,164
FD311 Use of Fund Balance	1,494,836	0	0	0	0	1,494,836
TDOT 80% match	4,699,750	1,032,788	800,000	800,000	800,000	8,132,538
Utility Bonds	0	1,008,200	1,030,800	992,700	1,174,800	4,206,500
FD312 Transfers-unspent projects	818,000	0	0	0	0	818,000
FD312 Use of Fund Balance	536,000	0	0	0	0	536,000
Total Funding Sources	\$ 10,561,750	\$ 5,437,185	\$ 8,763,800	\$ 8,860,700	\$ 6,897,800	\$ 40,521,235
<u>PROJECT COST</u>						
<u>Administrative</u>						
Vehicles & Equipment	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000
Transfer to Debt Service Fund	175,000	0	0	0	0	175,000
Total Administrative	\$ 205,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 325,000
<u>Police</u>						
Police Vehicles & Equipment	\$ 322,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 2,062,000
Police Parking Lot Overlay & Restrict	75,000	0	0	0	0	75,000
Total Police	\$ 397,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 2,137,000
<u>Fire</u>						
Fire Vehicles	\$ 0	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
Fire Ambulances	160,000	160,000	0	160,000	0	480,000
Fire - Aerial Truck	900,000	0	0	0	0	900,000
Total Fire	\$ 1,060,000	\$ 190,000	\$ 30,000	\$ 190,000	\$ 30,000	\$ 1,500,000
<u>Codes Enforcement</u>						
Codes Enforcement Vehicles	\$ 25,000	\$ 0	\$ 25,000	\$ 0	\$ 25,000	\$ 75,000
Total Code Inspection	\$ 25,000	\$ 0	\$ 25,000	\$ 0	\$ 25,000	\$ 75,000
<u>Public Works</u>						
Public Works Vehicles & Equip	\$ 378,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,378,000
Total Public Works	\$ 378,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,378,000

Exhibit A



CIP PROJECT SUMMARY

**BARTLETT CAPITAL IMPROVEMENT PROGRAM
FY 2015 - FY 2019**

PROJECT	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
<u>Engineering</u>						
Engineering Vehicle	\$ 0	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 92,000
Fletcher Creek Greenway	126,000	1,290,985	1,000,000	1,000,000	1,000,000	4,416,985
City Wide Overlay	960,000	1,500,000	2,000,000	2,500,000	2,500,000	9,460,000
Kirby Whitten Paving	2,200,000	0	0	0	0	2,200,000
Westbrook Road Bridge	250,000	0	0	0	0	250,000
Frank Creek Bridge Rehab	2,000,000	0	0	0	0	2,000,000
Bartlett Road Bridge	819,750	0	0	0	0	819,750
Elmore Box	0	300,000	0	0	0	300,000
Taper Inlet	0	50,000	500,000	0	0	550,000
Brother & Stage Left Signal	0	20,000	0	150,000	0	170,000
FEMA Generator	0	0	50,000	0	0	50,000
Old Brownsville East	0	0	100,000	0	0	100,000
Old Brownsville West R.O.W.	0	0	3,000,000	3,000,000	0	6,000,000
Germantown North	0	0	0	0	140,000	140,000
Various Drainage Projects	0	100,000	50,000	50,000	50,000	250,000
Total Engineering	\$ 6,355,750	\$ 3,283,985	\$ 6,723,000	\$ 6,723,000	\$ 3,713,000	\$ 26,798,735
<u>Parks</u>						
Parks Vehicles & Equipment	\$ 140,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 400,000
Recreation Vehicles & Equipment	176,000	75,000	75,000	75,000	75,000	476,000
Parks Maintenances	271,000	100,000	100,000	100,000	100,000	671,000
Splash Water Park	200,000	0	0	0	0	200,000
Water Park & Outdoor Pool	0	0	0	0	1,000,000	1,000,000
Total Parks	\$ 787,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 1,240,000	\$ 2,747,000
<u>Water</u>						
Tank Maint. & Paint	\$ 0	\$ 213,200	\$ 130,800	\$ 92,700	\$ 99,800	\$ 536,500
Water Line Upgrades	0	50,000	50,000	50,000	50,000	200,000
Water Plant Well - Ardie	100,000	0	0	0	0	100,000
Woodland Reservoir Restoration	250,000	0	0	0	0	250,000
Germantown Rd Water Plant Filter R	110,000	0	0	0	0	110,000
Austin Peay Xing	0	80,000	0	0	0	80,000
Wonderware Control Upgrade	0	65,000	0	0	0	65,000
Water Extention Kirby Whitten	0	0	250,000	0	0	250,000

Exhibit A



CIP PROJECT SUMMARY

**BARTLETT CAPITAL IMPROVEMENT PROGRAM
FY 2015 - FY 2019**

PROJECT	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
Retrofit Reservoir - Germantown	0	0	0	250,000	0	250,000
Water Plant Site	0	0	0	0	125,000	125,000
Total Water	\$ 460,000	\$ 408,200	\$ 430,800	\$ 392,700	\$ 274,800	\$ 1,966,500
<u>Sewers</u>						
Sewers in Annexation Area	\$ 344,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 1,944,000
Sewer Rehab	0	100,000	100,000	100,000	100,000	400,000
Sewer Line Upgrades	0	100,000	100,000	100,000	100,000	400,000
Buckhead Sewer PH2	250,000	0	0	0	0	250,000
Sludge Digester	300,000	0	0	0	0	300,000
Upgrade Sewage Plant #2	0	0	0	0	300,000	300,000
Total Sewers	\$ 894,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 900,000	\$ 3,594,000
TOTAL CIP	\$ 10,561,750	\$ 5,437,185	\$ 8,763,800	\$ 8,860,700	\$ 6,897,800	\$ 40,521,235

TDOT Funding: \$120k for Fletcher Creek Greenway, \$1,760k for Kirby Whitten Paving, \$2mil for Frank Creek Bridge Rehab and \$819,750 for Bartlett Road Bridge.

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
BSMC	Municipal Center Rental Fee		
	Weekday, M-F (8:00am-5:00pm)		
	Auditorium (all day)	\$ 425.00	\$85/hr with 4-hr. minimum
	Banquet Hall (all day)	\$ 525.00	\$100/hr with 4-hr minimum
	Boardroom (all day)	\$ 175.00	\$35/hr with 3-hr minimum
	Chapel (all day)	\$ 350.00	\$70/hr with 4-hr minimum
	Meeting Room (all day)	\$ 150.00	\$30/hr with 3-hr minimum
	Reception Hall (all day)	\$ 250.00	\$50/hr with 3-hr minimum
	Weekend and Evening Rates		
	Auditorium (all day)	\$ 690.00	\$115/hr x 6 hours (2 hrs. free)
	Banquet Hall (all day)	\$ 810.00	\$135/hr x 6 hours (2 hrs. free)
	Boardroom (all day)	\$ 240.00	\$40/hr x 6 hours (2 hrs. free)
	Chapel (all day)	\$ 510.00	\$85/hr x 6 hours (2 hrs. free)
	Meeting Room (all day)	\$ 210.00	\$35/hr x 6 hours (2 hrs. free)
	Reception Hall (all day)	\$ 390.00	\$65/hr x 6 hours (2 hrs. free)
	Equipment Rental		
	Sound Equipment (include 2hrs Tech.)	\$ 150.00	All day (includes sound tech)
	Sound Technician	\$ 15.00	Per hour with 4-hr minimum
	Stage Risers (3-5) panels	\$ 200.00	All day
	Wedding and Reception Packages		
	Reception only		
	Banquet Hall	\$ 1,280.00	5 consecutive hrs + 2 hrs decorating
	Reception Hall	\$ 600.00	5 consecutive hrs + 2 hrs decorating
	Wedding only		
	Auditorium	\$ 1,000.00	5 consecutive hrs + 2 hrs rehearsal
	Chapel	\$ 800.00	5 consecutive hrs + 2 hrs rehearsal
	Wedding & Reception		
	Auditorium & Banquet Hall	\$ 2,000.00	8 consecutive hrs + 2 hrs rehearsal
	Auditorium & Reception Hall	\$ 1,380.00	8 consecutive hrs + 2 hrs rehearsal
	Chapel & Banquet Hall	\$ 1,760.00	8 consecutive hrs + 2 hrs rehearsal
	Chapel & Reception Hall	\$ 1,220.00	8 consecutive hrs + 2 hrs rehearsal
Finance	Alcoholic Beverage Application Fee	\$ 500.00	
	Alcoholic Beverage Duplicate License Fee	\$ 10.00	Each
	Alcoholic Beverage Renewal Fee	\$ 500.00	Annual
	Auto Tag Renewal Fee	\$ 25.00	Annual
	Beer Permit Application Fee	\$ 250.00	Each
	Beer Privilege Tax	\$ 100.00	Annual
	City Service Fee	\$ 2.50	Monthly
	Copy fees	\$ 0.25	Per page after first 5 free pages
	Legal Notice	\$ 100.00	Each
	Liquor Privilege Tax License	\$ 600.00	\$600 - \$1,000 Annual Based on Seatin
	Lost Payroll Check Fee	\$ 25.00	Each
	Outdoor Sales Permit Fee	\$ 55.00	Each

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
City Court	Penalty Personalty Property Taxes	5%	
	Penalty Real Property Taxes	5%	
	Returned Check Fee	\$ 20.00	Each or Amt of check, whichever is les
	Taxicab Permit Fee, per cab	\$ 80.00	Annual
	Wholesale Beer Tax	17%	Reported Monthly
	Wholesale Liquor Tax	5%	Reported Monthly
	Wine Only Privilege Tax License	\$ 120.00	\$120 - \$200 Annual Based on Seating
	Cable Franchise Fee	5%	Annual(Applied to Gross Revenues)
	Cable Application/Bid Fee	\$ 5,000.00	Per Application
	Cable Bid Copy Fee	\$ 25.00	Per Cable Bid
	Alcohol/Drug Treatment Fee	\$ 100.00	Set by State
	Breath Alcohol Test Charge	\$ 17.50	Set by State
	Cash Bond Forfeiture Fee	\$ 13.75	Set by State
	City Court Costs	\$ 61.00	Set by City
	City Litigation Tax	\$ 13.75	Can be no more that State Lit. Tax
	County Drug Treatment Fee	\$ 70.00	Set by State
	Criminal Privilege Tax on Litigation	\$ 29.50	Set by State
	DA Crime Fee	\$ 75.00	Set by State
	DUI-Interlock Fee	\$ 40.00	Set by State
	DUI-Blood Test Charge	\$ 250.00	Set by State
	Expungement Fee-City	\$ 100.00	Set by City
	Expungement Fee-State	\$ 350.00	Set by State
	Indigent Tax	\$ 12.50	Set by State
	Probation Fee	\$ 250.00	Set by City
	Reinstatement Fees From State	\$ 10.00	Per person when DL Reinstated
	Sexual Assault Fee	\$ 200.00	Set by State
	State Court Costs (Criminal Charge)	\$ 62.00	Set by State
	State Court Costs (Traffic Charge)	\$ 42.00	Set by State
	State Drug Treatment Fee	\$ 5.00	Set by State
	State Impair Driv. Fund Fees	\$ 5.00	Set by State
	State Litigation Tax	\$ 13.75	Set by State
	State Tax On Crimes Against Person/Crim. Injury Fund	\$ 26.50	Or \$50.00 (Set by State)
	Traffic Privilege Tax on Litigation	\$ 17.75	Set by State
	Traumatic Brain Injury Fund	\$15 or \$30	Set by State
	No Drivers License Fee	\$ 15.00	Set by State
	Late Fee on Traffic Citation-(1st FTA Ord.3-406)	\$ 50.00	Set by City
Planning	11 X 17 COLOR MAPS Copy Fee	\$ 3.00	Each
	Article V – Schedule Of District Regulations Copy Fee	\$ 2.50	Each
	Handbook Copy Fee	\$ 6.00	Each
	Landscape/Tree Ordinance Copy Fee	\$ 3.50	Each
	Re-Record Plat Fees	\$ 50.00	Each
	Sign Ordinance Copy Fee	\$ 18.00	Each

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Sign Summary, Appendix 5 & Chart 1 Copy Fee	\$ 1.25	Each
	Subdivision Ordinance Copy Fee	\$ 7.00	Each
	Zoning Ordinance W/ New Ordinances Copy Fee	\$ 29.25	Each
	Board of Zoning Appeals		
	Variances	\$ 300.00	Each
	Design Review Fees		
	Sign Review	\$ 100.00	Each
	Site Plan Review	\$ 200.00	Each
	Site Plan - Planning Commission		
	Site Plan Review (without contract)	\$ 200.00	Each
	Site Plan Review (with contract)	\$ 300.00	Each
	Subdivision		
	Construction Plan	\$ 100.00	Each
	Plus	\$ 10.00	Per lot
	Dedication of Street	\$ 300.00	Each
	Final Plan	\$ 300.00	Each
	Plus	\$ 20.00	Per lot
	Master Plan	\$ 300.00	Each
	Plus	\$ 20.00	Per lot
	Rerecording	\$ 50.00	Each
	Revocations	\$ 300.00	Each
	Street Name Change	\$ 300.00	Each
	Road, Street, Alley Closure	\$ 300.00	Each
	Zoning		
	Planned Development: Outline Plan	\$ 300.00	Five acres or less, \$30 per acre after first five and maximum fee of \$2,000
	Rerecording	\$ 50.00	Each
	Renotification Fee	\$ 100.00	Up to 100 labels and \$1.00 per label over first 100
		\$ 1.00	
	Reprocessing of Applications	\$ 150.00	Five acres or less, \$15 per acre after first five and maximum fee of \$1,000
	Rezoning and Special Use Permits	\$ 500.00	Five acres or less, \$50 per acre after first five and maximum fee of \$3,000
Police	Background Checks	\$ 15.00	Each
	Beer Server Permits	\$ 10.00	Each
	DUI Tapes/Video	\$ 15.00	Each
	Fingerprints	\$ 15.00	Per card
	Sexual Offender Registry	\$ 150.00	Each
	Sexual Oriented Business Employee Permit Fee	\$ 15.00	Annual
	Sexual Oriented Business Permit Fee	\$ 500.00	Annual
	Tow fees	\$ 125.00	Each

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
Fire	Ambulance Transport Fee for BLS	\$ 400.00	For BLS
	Ambulance Transport Fee for ALS I	\$ 460.00	For ALS I
	Ambulance Transport Fee for ALS II	\$ 490.00	For ALS II
	Plus a mileage fee	\$ 8.00	Per mile
	Copy fees	\$ 0.25	Per page after first 5 free pages
	CPR Classes	\$ 20.00	Per person per class
Code Enf.	Building Fees		
	Addition not exceeding 400 square feet	\$ 40.00	Minimum fee (1&2 family dwelling)
	Addition of more than 400 square feet	\$ 90.00	Minimum fee (1&2 family dwelling)
	Alteration and repair-per \$1,000	\$ 4.00	One & Two Family Dwelling
	Minimum fee of	\$ 60.00	
	Certificate of Occupancy	\$ 60.00	
	Commercial curb-cuts, driveway entrances & exits	\$ 0.06	Minimum \$30
	Commercial sidewalks	\$ 30.00	On public right of way
	Conveyor Systems, Racking Systems	\$ 60.00	First \$250,000
	Per \$1,000 for more than \$250,000	\$ 1.00	
	Decks & spas	\$ 40.00	
	Demolition-for each 25,000 cubic feet	\$ 7.00	
	Demolition-Maximum Fee	\$ 500.00	
	Demolition-Minimum Fee	\$ 60.00	
	Detached building <= 100 sq ft	\$ 20.00	Minimum fee one story
	Detached building > 600 sq ft	\$ 0.05	Per square feet
	Detached exceeding 100 sq ft <= 600 sq ft	\$ 30.00	Minimum fee one story
	Fees for Amending Permits	\$ 20.00	
	Fees for Issuing Permits	\$ 4.00	
	Fees for miscellaneous construction	\$ 8.00	Per \$1,000
	Fences one-two family dwelling	\$ 10.00	
	Minimum fee	\$ 60.00	
	First Re-inspection Fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	Gates, wall fence, or others	\$ 20.00	Minimum
	Per \$1,000	\$ 4.00	
	Hazardous occupancies	\$ 200.00	
	Imploded Structures-flat fee	\$ 1,000.00	
	New construction & additions	\$ 40.00	Minimum Fee (not 1&2 family dwellin
	Less than \$25,000-per \$1,000	\$ 4.00	
	\$25,000 to \$1,000,000-per \$1,000	\$ 3.00	Plus one-time \$100
	\$1,000,001 to \$25 million-per \$1,000	\$ 2.00	Plus one-time \$3,025
	\$25,000,001 & above-per \$1,000	\$ 1.50	Plus one-time \$51,025
	New construction of or addition to existing	\$ 0.05	Per square foot (1&2 family dwelling)
	Minimum fee of	\$ 125.00	
	Removal or moving of structures	\$ 200.00	
	Special events	\$ 60.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Temporary construction trailer (6 months)	\$ 60.00	
	Work commencing before permit issued	Double Fee	
	Electrical Permit Fees		
	0-150 amperes	\$ 70.00	
	151-400 amperes	\$ 125.00	
	Over 400 amperes	\$ 250.00	
	277 to 480 volt phase	\$ 2.00	Per Amp
	Amending Permit Fee	\$ 20.00	
	Circuits with capacity of more than 1 KW		
	For the first 5 KW	\$ 5.00	
	For each additional KW	\$ 3.00	
	Empty Conduits	\$ 10.00	For each 50' of conduit or bank of conduits
	Existing Residential Occupancies		
	1 to 5 circuits	\$ 30.00	
	Over 5 circuits	\$ 45.00	
	Fee for issuing permits	\$ 4.00	
	Filing of Board of Appeals	\$ 100.00	
	First Re-inspection fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	General Inspection (not a complaint)	\$ 50.00	
	Installed Motors		
	1st H.P.	\$ 6.00	
	Each additional H.P.	\$ 1.00	
	Fuel Pumps	\$ 20.00	
	Motors moved at same address	\$ 15.00	
	Low Voltage (Non-Residential)	\$ 15.00	Per System/Per Floor
	Minimum permit fee	\$ 15.00	
	Miscellaneous Items		
	Meter Put Back	\$ 15.00	
	Recalls	\$ 15.00	
	Underground or overhead low voltage cable	\$ 20.00	Per 100 ft
	Miscellaneous Fees		
	Battery Charger up to 100 amperes	\$ 15.00	
	Battery Charger-more than 100 amperes	\$ 15.00	
	Electric welder	\$ 25.00	
	Fire Ruling	\$ 50.00	
	Lighting and Convenience Outlet Circuits	\$ 4.00	
	Modular Res. Buildings	\$ 50.00	
	Motion picture machine	\$ 30.00	
	Panels	\$ 15.00	
	Power Rectifier-more than 100 amperes	\$ 3.00	Each unit
	Power Rectifier-up to 100 amperes	\$ 15.00	
	Relocated Houses	\$ 50.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	X-ray unit-120 volt	\$ 15.00	
	X-ray unit-208/240 volt	\$ 50.00	
	Mobile Homes (manufactured)	\$ 50.00	
	Reconnecting Signs		
	1st circuit	\$ 15.00	
	Each additional circuit	\$ 2.00	
	Mercury Vapor Light P.O.L.	\$ 15.00	
	Re-inspection of interior wiring	\$ 50.00	Out of service for 90 days or more
	Residential Low Voltage		
	After Electrical-roughin	\$ 50.00	
	Before Electrical-roughin	\$ 30.00	
	Residential Temporary Meter Center	\$ 25.00	
	Service, Feeder, & Panel Replacement	\$ 50.00	Residential
	Signs and Decorative Circuits		
	1st circuit	\$ 6.00	
	Each additional circuit	\$ 4.00	
	Conduit installed for the sign circuit	\$ 15.00	
	Swimming Pools		
	Above Ground Pools	\$ 30.00	
	Inground Pools	\$ 100.00	
	Transformers & Capacitors		
	Installations-100 watts up to 5 KVA	\$ 15.00	
	Installations-each additional > 5 KVA	\$ 0.50	
	Replacement	\$ 20.00	
	Up to 240 volt phase	\$ 1.00	Per Amp
	Work commencing before permit issued	Double Fee	
	Voltage excess of 480 volts per KVA		
	First 10,000 KVA	\$ 1.50	Per KVA
	Additional KVA over 10,000 up to 50,000	\$ 0.50	Each
	Each additional KVA above 50,000	\$ 0.25	Each
	Gas Permit Fees		
	Fee for Amending Permits	\$ 20.00	
	Fees for issuing permits	\$ 4.00	
	Filing Application for Board of Appeals	\$ 100.00	
	First re-inspection fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	For \$1 to \$1,000 valuation of installation	\$ 15.00	
	For each gas outlet	\$ 2.50	Single Family Residence
	Gas meter put back	\$ 15.00	
	Minimum Permit Fee	\$ 15.00	
	Per each additional \$1,000	\$ 8.00	
	Work commencing before permit issued	Double Fee	
	Liquidation/Special Sale Application Fee	\$ 25.00	Each

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
Mechanical Permit Fees			
	Fee for Amending Permits	\$ 20.00	
	Fees for Issuing permits	\$ 4.00	
	Filing for Board of Appeals	\$ 100.00	
	First re-inspection Fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	For 1st \$1,000	\$ 15.00	
	For 1st \$1,000	\$ 16.00	
	For each additional \$1,000 >\$1 mil	\$ 3.00	
	For each additional \$1,000 <\$1 mil	\$ 8.00	
	Minimum Permit Fee	\$ 15.00	
	Work commencing before permit issued	Double Fee	
	Plan Review Fee		
	\$0-\$25,000 total valuation	\$ 50.00	
	\$25,001-\$50,000 total valuation	\$ 100.00	
	\$50,001-\$100,000 total valuation	\$ 150.00	
	\$100,001-\$200,000 total valuation	\$ 200.00	
	\$200,001-\$300,000 total valuation	\$ 300.00	
	\$300,001-\$400,000 total valuation	\$ 400.00	
	\$400,001-\$500,000 total valuation	\$ 500.00	
	\$500,001 and up	\$ 600.00	
	Signs (New)	\$ 25.00	
Plumbing Permit Fees			
	Amending Permit Fee	\$ 20.00	
	Fees for issuing permits	\$ 4.00	
	Filing to Board of Appeals	\$ 100.00	
	First re-inspection fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	Installation of Plumbing Fixtures	\$ 7.50	
	Minimum Permit fee	\$ 15.00	Each Fixture
	Sewer Repair	\$ 100.00	
	Per \$1,000	\$ 8.00	Commercial Minimum
	Sewer Replacement or Connections	\$ 30.00	
	Sewer Turnaround	\$ 1,500.00	
	Water Heater	\$ 15.00	
	Water Service-< 1 inch > 2 inch	\$ 30.00	
	Water Service-< 2 inch	\$ 200.00	
	Water Service-> 1 inch	\$ 20.00	
	Work commencing before permit issued	Double Fee	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
Public Works	Adoption Fee	\$ 65.00	Each
	Animal License Fee	\$ 6.00	Each (altered)
		\$ 16.00	Each (non-altered)
		\$ 3.00	Replacement Cost
	Boarding Fees	\$ 10.00	Per Day
	Capture Fees		
	1st offense	\$ 30.00	Each
	2nd offense	\$ 60.00	Each
	3rd offense	\$ 90.00	Each
	Grass Cutting of Vacant Houses	Actual Cost	Materials, Equipments & Labor Cost
	Shelter Misc. Revenue	\$ 25.00	Owner surrender
		\$ 25.00	Cremation fee
		\$ 15.00	Micro-chipping
Solid Waste	Appliance Pickup	\$ 25.00	Each
	Commercial Pickup-Set Up Fee	\$ 15.00	Each
	Commercial Pickup - Charge for Cart	\$ 50.00	Each
	Commercial Pickup - Monthly Charges:		
	For 1 Cart	\$ 22.00	Monthly
	For 2 Carts	\$ 27.00	Monthly
	For 3 Carts	\$ 32.00	Monthly
	Residential Cart Replacement Cost	\$ 50.00	Each
	Residential Cart Additional Purchase	\$ 50.00	Each
	Residential Pickup	\$ 24.00	Monthly
	Special Pickup:	\$ 250.00	Each - based on full brush truck
	Yard Waste Cart Purchase	\$ 50.00	Each - While Grant carts are available
Water/Wastewater	Barrel Locks to Contractors	\$ 7.50	Each
	Refundable User Fee for Fire Hydrant Meter	\$ 1,000.00	Each
	Rental for Fire Hydrant Meter	\$ 25.00	Monthly
	Water useage of Fire Hydrant Meter		Current City rates for water useage
	City Water Rates		
	Residential -- City Customers	\$ 5.80	The first 2,000 gallons
	Residential -- City Customers	\$ 1.80	each additional 1,000 gallons
	Residential -- Rural Customers	\$ 8.70	The first 2,000 gallons
	Residential -- Rural Customers	\$ 2.70	each additional 1,000 gallons
	Commercial -- City Customers	\$ 10.88	The first 2,000 gallons
	Commercial -- City Customers	\$ 2.10	each additional 1,000 gallons
	Commercial -- Rural Customers	\$ 15.59	The first 2,000 gallons
	Commercial -- Rural Customers	\$ 3.15	each additional 1,000 gallons
	City Sewer Rates		
	Residential -- City Customers	\$ 6.19	The first 2,000 gallons
	Residential -- City Customers	\$ 1.64	each additional 1,000 gallons

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Residential -- Rural Customers	\$ 9.09	The first 2,000 gallons
	Residential -- Rural Customers	\$ 1.79	each additional 1,000 gallons
	Commercial -- City Customers	\$ 14.89	The first 2,000 gallons
	Commercial -- City Customers	\$ 1.79	each additional 1,000 gallons
	Commercial -- Rural Customers	\$ 22.14	The first 2,000 gallons
	Commercial -- Rural Customers	\$ 1.93	each additional 1,000 gallons
Engineering	Fee for Plans and Specifications (for copies)		
	From \$100,000 to \$250,000	\$ 25.00	
	From \$250,001 to \$500,000	\$ 50.00	
	From \$500,001 to \$750,000	\$ 75.00	
	Greater than \$750,000	\$ 100.00	
	Commercial & Industrial		
	City Subdivision Inspection		
	Minimum, per lot	\$ 300.00	Whichever is greater
	Or % of Development Cost	3.0%	Whichever is greater
	Drainage Control Fee		
	For those lots not served by a detention basin	\$ 500.00	Per half acre
	For those lots served by a detention basin	\$ 250.00	Per half acre
	Sewer Connection Charge		
	Per Acre	\$ 2,333.00	Whichever is greater
	Per Front Foot	\$ 33.00	Whichever is greater
	Sewer Review Fee		
	Minimum	\$ 25.00	Per contract
	Per lot	\$ 10.00	Whichever is greater
	Per 250 feet of Sewer line Extension	\$ 25.00	Whichever is greater
	Subdivision and site plan review		
	Minimum	\$ 175.00	Whichever is greater
	Or % of Public Improvement Cost	1.5%	Whichever is greater
	Water Connection Fee	\$ 3,000.00	Per lot
	Water Plant Expansion % of Water Main Cost	15%	
	Water System Engineering % of Water Main Cost	6%	
	Residential		
	City Subdivision Inspection		
	Minimum, per lot	\$ 300.00	Whichever is greater
	Or % of Development Cost	3.0%	Whichever is greater
	Drainage Control Fee		
	For those lots not served by a detention basin	\$ 500.00	Per lot
	For those lots served by a detention basin	\$ 250.00	Per lot
	Park Land Development Fee	\$ 700.00	Per lot
	Sewer Connection Charge	\$ 2,000.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Sewer Review Fee		
	Minimum	\$ 25.00	Per contract
	Per lot	\$ 10.00	Whichever is greater
	Per 250 feet of Sewer line Extension	\$ 25.00	Whichever is greater
	Subdivision and site plan review	\$ 175.00	Per lot
	Water Connection Fee	\$ 2,000.00	Per lot
	Water Plant Expansion Percent of Water Main Cost	15%	
	Water System Engineering % of Water Main Cost	6%	
	Street Cut Permit per 25 feet of cut	\$ 10.00	
Parks	Facility Rental		
	Dixon-Brewer Park Gazebo	\$ 40.00	Residents (1/2 day/\$80 all day)
		\$ 60.00	Non-Residents(1/2 day/\$120 all day)
	Ellendale Park Pavilion	\$ 50.00	Residents (1/2 day/\$90 all day)
		\$ 70.00	Non-Residents (1/2 day/\$140 all day)
	W. J. Freeman Park - Gazebo	\$ 30.00	Residents (1/2 day/\$60 all day)
		\$ 45.00	Non-Residents(1/2 day/\$90 all day)
	W. J. Freeman Park - Pavilion	\$ 50.00	Residents(1/2 day/\$100 all day)
		\$ 75.00	Non-Residents(1/2 day/\$150 all day)
Athletics	Adult Sports	\$ 500.00	Softball
		\$ 400.00	Fall Softball
		\$ 500.00	Basketball
		\$ 210.00	Volleyball
	Facility Rental		
	Deermont	\$ 2,000.00	Weekend
	Ellendale, Freeman & Appling	\$ 100.00	Per field per day
	Late Registration	\$ 20.00	Per person
	Lights	\$ 15.00	Per 1.5hr
	Tennis/Cricket & non BPRD group	\$ 10.00	Per player
	Tournament Fees	\$ 200.00	Per team
	Youth Sports-per person	\$ 75.00	Baseball, Softball & Basketball
		\$ 50.00	Volleyball
	Plus Non-Resident fee	\$ 30.00	Per person
	Youth Sports-per team		
	6 & u basketball	\$ 250.00	
	8 & u to 14&u basketball	\$ 350.00	
	17 & u basketball	\$ 500.00	
	6 & u 8 & u baseball	\$ 300.00	
	10 & u to 14 & u baseball	\$ 400.00	
	Per person fees for non BPRD Programs	\$ 15.00	per person

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
Singleton C.C.	Adult Classes		
	Bench Aerobics	\$ 4.00	Per class
	Belly Dancing	\$ 75.00	Resident per session
		\$ 80.00	Nonresident per session
	Zumba	\$ 6.00	Resident & Non Res. Per Class
	Yoga	\$ 5.00	Per class
	Chair Yoga	\$ 5.00	Per class
	Line Dancing	\$ 25.00	Resident per Month
		\$ 30.00	Non-Resident per Month
	Clogging	\$ 25.00	Resident per month
		\$ 30.00	Nonresident per month
		\$ 15.00	Senior per month
	Pottery with Susie	\$ 130.00	Resident per session
		\$ 135.00	Nonresident per session
	Art Programs		
	Toddler Art	\$ 60.00	Per Session
	Children's Art Classes	\$ 200.00	Resident Per session (Ages 9-14)
		\$ 205.00	Nonresident Per session (Ages 9-14)
		\$ 125.00	Resident per session (Ages 5-8)
		\$ 130.00	Nonresident per session (Ages 5-8)
	Saturday Artists	\$ 125.00	Resident Per Session (Ages 5-8)
		\$ 130.00	Non Res. Per Session (Ages 5-8)
		\$ 200.00	Resident Per Session (Ages 9-14)
		\$ 205.00	Non Res. Per Session (Ages 9-14)
	Dance		
	Bartlett Dance Factory	\$ 40.00	Resident per month
		\$ 45.00	Nonresident per month
	Bartlett Dance Factory - Summer Dance	\$ 80.00	Resident per session
		\$ 90.00	Nonresident per session
	Fall Break Camp	\$ 105.00	Resident & Non Res. Per week
	Spring Break Camp	\$ 105.00	Resident & Non Res. Per week
	Summer Day Camp	\$ 715.00	Resident
		\$ 765.00	Non-resident
	Facility Rental		
	Regular Hours		
	Classroom	\$ 25.00	Resident per hour
		\$ 35.00	Nonresident per hour
	Stage Room	\$ 35.00	Resident per hour
		\$ 45.00	Nonresident per hour
	Auditorium	\$ 45.00	Resident per hour
		\$ 55.00	Nonresident per hour
	Kitchen	\$ 50.00	Resident Flat Fee
		\$ 55.00	Non-Resident Flat Fee

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Gymnasium, one side only	\$ 45.00	Resident per hour
		\$ 55.00	Nonresident per hour
	Gymnasium, whole gym	\$ 90.00	Resident per hour
		\$ 110.00	Nonresident per hour
	Concession Stand	\$ 85.00	Resident Flat Fee
		\$ 90.00	Non-Resident Flat Fee
	Basketball Tournament	\$ 1,250.00	3 day Resident
		\$ 1,400.00	3 day Non-Resident
After Hours			
	Classroom	\$ 55.00	Resident per hour (2 hr min)
		\$ 65.00	Nonresident per hour (2 hr min)
	Stage Room	\$ 60.00	Resident per hour (2 hr min)
		\$ 70.00	Nonresident per hour (2 hr min)
	Auditorium	\$ 100.00	Resident per hour (2 hr min)
		\$ 120.00	Nonresident per hour
	Kitchen	\$ 50.00	Resident Flat Fee
		\$ 55.00	Non-Resident Flat Fee
	Gymnasium, one side only	\$ 100.00	Resident per hour
		\$ 120.00	Nonresident per hour
	Gymnasium, whole gym	\$ 200.00	Resident per hour
		\$ 220.00	Nonresident per hour
	Deposit Auditorium, Classrooms, Gym & Stage Rm	\$ 200.00	
	Deposit Teen Parties	\$ 500.00	Cash
	Rectangle Tables	\$ 6.00	
	Round Tables	\$ 8.00	
	Metal Chairs	\$ 0.75	
	White Chairs	\$ 1.00	
	Flamingo's	\$ 45.00	
	Golf Tournament	\$ 90.00	Each player
	IDs	\$ 15.00	Resident per year
		\$ 30.00	Nonresident per year
		\$ 5.00	Day Pass
Martial Arts			
	Taekwondo	\$ 75.00	Resident per month
		\$ 80.00	Nonresident per month
	Kendo	\$ 25.00	Per month
Preschool			
	Literature-4 & 5 yrs old (Fridays)	\$ 40.00	Resident per session
		\$ 45.00	Nonresident per session
	Preschool-2 yrs old	\$ 80.00	Resident per month
		\$ 85.00	Nonresident per month
	Preschool-3 & 4 yrs old	\$ 70.00	Resident per month
		\$ 75.00	Nonresident per month

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Preschool Summer Funtime-2 & 3 yrs old	\$ 70.00	Resident per month
		\$ 75.00	Nonresident per month
	Preschool Summer Funtime - 4-5 yrs old	\$ 70.00	Resident per month
		\$ 75.00	Nonresident per month
Special Events			
	Halloween	\$ 1.00	Per adult
	Pet Show	\$ 10.00	Each pet
	Valentine's 5K/10K Run	\$ 20.00	Each
	Turkey Shoot	\$ 1.00	Each
Youth Classes			
	Acrobatics & Tumbling	\$ 15.00	Resident Per class
		\$ 20.00	Nonresident per class
	Babysitter Workshop	\$ 85.00	Per session
	Beginner Guitar	\$ 20.00	Per 1/2 hr session
	Baton	\$ 109.00	Resident per Session
		\$ 114.00	Non-Resident per Session
		\$ 35.00	Non-Resident per session
	Drawing - Children	\$ 90.00	
		\$ 95.00	
	Kid's in Kitchen	\$ 35.00	Resident per session
		\$ 40.00	Non-Resident per session
	ACT Prep	\$ 200.00	Resident per session
		\$ 205.00	Nonresident per session
	Adult Art	\$ 200.00	Resident per Session
		\$ 205.00	Non-Resident per Session
	Driver Education	\$ 425.00	Resident per session
		\$ 430.00	Nonresident per session
	Piano with Shirley (Ages 6-High School)	\$ 20.00	Per 1/2 hr session
	Piano with with Vickie (Ages 6-Adults)	\$ 80.00	Per Month
	Tennis (Ages 7-17)	\$ 60.00	Resident - 1 Lesson Per Week
		\$ 65.00	Non Resident - 1 Lesson Per Week
	Trumpet	\$ 20.00	Per 1/2 hr lesson
	Tutoring/Elementary	\$ 325.00	per semester
	Tutoring/Middle School	\$ 325.00	per semester
	Summer Tutoring	\$ 30.00	Per Week
	Tutoring/High School	\$ 325.00	per semester
Senior Center	Ballroom Dance Day Class	\$ 3.00	Per class
	Ballroom Dance Night Class	\$ 10.00	Per Class
	Belly Dancing	\$ 3.00	Per Class
	Bridge Lessons	\$ 6.00	Per Class
	Calligraphy Workshops	\$ 35.00	Per Session
	Ceramics	\$ 10.00	Per month
	Computer Class	\$ 50.00	Per Session

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Computer Workshop	\$ 40.00	4-8 hours
	Computer Workshop	\$ 25.00	4 hours or less
	Dance - Afternoon	\$ 3.00	Members Per Dance
		\$ 5.00	Non-Members Per Dance
	Dance - Evening	\$ 5.00	Members Per Dance
		\$ 6.00	Non-Members Per Dance
	Duplicate Bridge	\$ 1.00	Per session
	Duplicate Bridge Additional Fee	\$ 1.50	Non-Members per Session
	Exercise Punch Card	\$ 30.00	Per Punch Card
	Facility Rental		
	Classroom (except #2)	\$ 40.00	Resident Per Hour / Two Hour Min.
		\$ 45.00	Non-Resident Per Hour / 2 Hr Min.
	Classroom # 2	\$ 45.00	Resident Per Hour / Two Hour Min.
		\$ 50.00	Non-Resident Per Hour / 2 Hr Min.
	Auditorium	\$ 90.00	Resident Per Hour / Two Hour Min.
		\$ 95.00	Non-Resident Per Hour / 2 Hr Min.
	Auditorium Deposit	\$ 200.00	Per Auditorium Rental
	Classroom & Room 2 Deposit	\$ 50.00	Per Classroom or Room 2 Rental
	Kitchen (Type-Catering)	\$ 75.00	Additional Flat Fee for Rental
	For Profit Rentals	\$ 5.00	Per Hour Added to Standard Rental Fee
	Equipment - Podium	\$ 25.00	Additional Flat Fee for Rental
	Equipment - Mic over PA	\$ 25.00	Additional Flat Fee for Rental (Aud. On
	Equipment - TV w/ DVD	\$ 50.00	Additional Flat Fee for Rental
	Rental Cleanup - Classroom	\$ 25.00	Additional Flat Fee Per Classroom Rental
	Rental Cleanup - Room 2	\$ 50.00	Additional Flat Fee Per Room 2 Rental
	Rental Cleanup - Auditorium	\$ 95.00	Additional Flat Fee Per Auditorium Rental
	Language Classes	\$ 30.00	Per Session
	Line Dance Class	\$ 3.00	Per class
	Manicures	\$ 12.00	Per appointment
	Massage - Chair		
	15-minutes	\$ 16.00	Per 15-minute appointment
	30-minutes	\$ 32.00	Per 30-minute appointment
	Memberships	\$ 15.00	Per year
	Oil Painting Class	\$ 10.00	Per Month
	Pedicures	\$ 18.00	Per appointment
	Photography Workshop	\$ 35.00	Per Session
	Piano/Music Lessons	\$ 80.00	Per Month
	Pottery Class	\$ 15.00	Per Month
	Sketching/Art Class	\$ 10.00	Per Month
	Spanish Lessons	\$ 30.00	Per Session
	Tai Chi	\$ 3.00	Per class
	Yoga	\$ 3.00	Per class
	Zumba Night Class	\$ 3.00	Per class

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
Recreation Center			
	Corporate Family	\$ 605.00	Yearly
	Corporate Senior Family	\$ 508.00	Yearly
	Corporate Senior Single	\$ 335.00	Yearly
	Corporate Single	\$ 400.00	Yearly
	Employee Family	\$ 384.00	Yearly
	Employee Senior Family	\$ 276.00	Yearly
	Employee Senior Single	\$ 192.00	Yearly
	Employee Single	\$ 252.00	Yearly
	Non-Resident College Membership	\$ 161.00	Yearly
	Non-Resident Day Pass Daily	\$ 15.00	Daily
	Non-Resident Day Pass Weekly	\$ 35.00	Weekly
	Non-Resident Family	\$ 734.00	Yearly
	Non-Resident Senior Family	\$ 659.00	Yearly
	Non-Resident Senior Single	\$ 432.00	Yearly
	Non-Resident Single	\$ 486.00	Yearly
	Resident College Membership	\$ 143.75	Yearly
	Resident Day Pass Daily	\$ 10.00	Daily
	Resident Day Pass Weekly	\$ 23.00	Weekly
	Resident Family	\$ 486.00	Yearly
	Resident Senior Family	\$ 356.00	Yearly
	Resident Senior Single	\$ 238.00	Yearly
	Resident Single	\$ 313.00	Yearly
Aquatics			
	1 student 1 lesson per mem	\$ 35.00	
	1 student 1 lesson per non-mem	\$ 60.00	
	1 student 4 lessons per mem	\$ 85.00	
	1 student 4 lessons per non-mem	\$ 110.00	
	Lifeguard Instructor mem	\$ 195.00	
	Lifeguard Instructor non- mem	\$ 220.00	
Aquatics			
	1 student 1 lesson per mem	\$ 35.00	
	1 student 1 lesson per non-mem	\$ 60.00	
	1 student 4 lessons per mem	\$ 85.00	
	1 student 4 lessons per non-mem	\$ 110.00	
	Lifeguard Instructor mem	\$ 195.00	
	Lifeguard Instructor non- mem	\$ 220.00	
	Lifeguard recert mem fee	\$ 65.00	
	Lifeguard recert non-mem fee	\$ 90.00	
	Lifeguard training mem fee	\$ 175.00	
	Lifeguard training non-mem fee	\$ 200.00	
	Masters swim mem daily	free	
	Masters swim non-mem daily	\$ 25.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Recert fee	\$ 27.00	
	Swim class member fee	\$ 70.00	
	Swim class non-member fee	\$ 95.00	
	Swim club registration	\$ 10.00	
	WSI class mem	\$ 195.00	
	WSI class non-mem	\$ 220.00	
	Daycare		
	Daycare mem 12 sessions	\$ 20.00	
	Daycare mem 6 sessions	\$ 10.00	
	Daycare mem daily	\$ 2.00	
	Daycare non-mem 12 sessions	\$ 20.00	
	Daycare non-mem 6 sessions	\$ 10.00	
	Daycare non-mem daily	\$ 2.00	
	Unlimited childcare 1 mo.	\$ 30.00	
	Facility Rental		
	Basketball court rental	\$ 40.00	
	Home School Swim	\$ 3.00	
	HS Lap Lane Rental fee	\$ 6.00	
	Lock-In Rental Balance	\$ 700.00	
	Lock-In Rental Deposit	\$ 100.00	
	Pantry room	\$ 20.00	
	Party room mem	\$ 52.50	
	Party room non-mem	\$ 60.00	
	Pool Lane Rental member	\$ 15.00	
	Pool Lane Rental nonmember	\$ 20.00	
	Racquetball court rental	\$ 25.00	
	Scuba	\$ 10.00	
	Volleyball court rental	\$ 90.00	
	Yearly locker rental	\$ 60.00	
	Fitness		
	1 Hr Personal Training Member	\$ 50.00	
	1 Hr Personal Training Non-Member	\$ 65.00	
	12 Hrs Personal Training Member	\$ 513.00	
	12 Hrs Personal Training Non-Member	\$ 684.00	
	2 Hr Update Personal Training	\$ 75.00	
	20 Hrs Personal Training Member	\$ 800.00	
	20 Hrs Personal Training Non-Member	\$ 1,000.00	
	20/20/20 Senior Member	\$ 130.00	
	20/20/20 Senior Non-Member	\$ 170.00	
	3 Hr Personal Training Member	\$ 100.00	
	3 Hr Personal Training Non-Member	\$ 145.00	
	30 Hrs Personal Training Member	\$ 1,050.00	
	30 Hrs Personal Training Non-Member	\$ 1,350.00	

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City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	6 Hrs Personal Training Member	\$ 270.00	
	6 Hrs Personal Training Non-Member	\$ 360.00	
	Eager To Exercise Mem	\$ 30.00	
	Eager To Exercise Non-Mem	\$ 40.00	
	Fast Track	\$ 225.00	
	Fitness Assessment	\$ 25.00	
	Indoor Triathlon	\$ 20.00	
	Just For Teens Member	\$ 65.00	
	Just For Teens Non-Member	\$ 85.00	
	Just For Women Member	\$ 130.00	
	Just For women Non-Member	\$ 170.00	
	Quest 4 Fitness member	\$ 65.00	
	Quest 4 Fitness nonmember	\$ 85.00	
	Sports Conditioning member	\$ 65.00	
	Sports Conditioning nonmember	\$ 85.00	
	Team Training 1 Mem & 1 Non- Mem 1session	\$ 65.00	
	Team Training 1 Mem & 1 Non-Mem 8 sessions	\$ 440.00	
	Team Training 1 Mem & 1 Non-Mem 12 sessions	\$ 540.00	
	Team Training 2 Members 1 session	\$ 60.00	
	Team Training 2 Members 8 sessions	\$ 400.00	
	Team Training 2 Members 12 sessions	\$ 480.00	
	Team Training 2 Non-Mem 1 session	\$ 70.00	
	Team Training 2 Non-mem 8 sessions	\$ 480.00	
	Team Training 2 Non-mem 12 sessions	\$ 600.00	
	Martial Arts Contract Monthly	\$ 400.00	New contract
	Other Recreation Center		
	Basketball league registration	\$ 40.00	
	Camp 2 wk mem	\$ 200.00	
	Camp 2 wk mem 1st sibling	\$ 185.00	
	Camp 2 wk mem 2nd sibling	\$ 175.00	
	Camp 2 wk non-mem	\$ 250.00	
	Camp 2 wk non-mem 1st sibling	\$ 235.00	
	Camp 2 wk non-mem 2nd sibling	\$ 225.00	
	Camp day rate member	\$ 30.00	
	Camp day rate non-member	\$ 35.00	
	Health Non-Profit Booth	\$ 25.00	
	Health Profit Booth	\$ 35.00	
	Junior Youth members	\$ 20.00	
	JYM special	\$ 50.00	
	Kickball Individual	\$ 35.00	
	Kickball Team	\$ 375.00	
	Kids Night Out mem	\$ 10.00	
	Kids Night Out Non-Mem	\$ 15.00	

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City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Lock-in Member	\$ 20.00	
	Lock-in member additional child	\$ 15.00	
	Lock-in non member	\$ 25.00	
	Lock-in non member additional child	\$ 20.00	
	Racquetball league mem	\$ 20.00	
	Racquetball league non-mem	\$ 25.00	
	Racquetball slam add level	\$ 10.00	
	Racquetball slam mem	\$ 20.00	
	Softball registration	\$ 45.00	
	Tanning 1 session	\$ 5.00	
	Tanning punch card 10 sessions	\$ 30.00	
	Tanning unlimited tanning 1 mo.	\$ 30.00	
	Triathlon individual	\$ 25.00	
	Triathlon insurance individual	\$ 5.00	
	Triathlon insurance relay	\$ 15.00	
	Triathlon late fee individual	\$ 5.00	
	Triathlon late fee relay	\$ 15.00	
	Triathlon relay	\$ 75.00	
	Trunk N Treat	\$ 25.00	
Swim Competition			
	Late fee	\$ 10.00	
	Black team mem	\$ 60.00	
	Black team non-mem	\$ 75.00	
	Black 2nd swimmer mem	\$ 50.00	
	Black 2nd swimmer non-mem	\$ 65.00	
	Red team mem	\$ 70.00	
	Red team non-mem	\$ 85.00	
	Red 2nd swimmer mem	\$ 60.00	
	Red 2nd swimmer non-mem	\$ 75.00	
	Senior member	\$ 80.00	
	Senior non-mem	\$ 95.00	
	Senior 2nd swimmer mem	\$ 70.00	
	Senior 2nd swimmer non-mem	\$ 85.00	
	USS transfer fee in LSC	\$ 5.00	
	USS transfer fee in LSC non-mem	\$ 10.00	
	White team mem	\$ 50.00	
	White team non-mem	\$ 65.00	
	White 2nd swimmer mem	\$ 40.00	
	White 2nd swimmer non-mem	\$ 55.00	
	Yearly registration fee	\$ 110.00	
	Yearly US reg fee	\$ 59.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
Performing Arts	Box Office		
	Credit card processing - per subscription	\$ 3.00	
	Credit card processing - per ticket	\$ 1.00	
	Tickets - "Pick 10" (season)	\$ 180.00	
	Tickets - Subscribers- Legend Series	\$ 35.00	when purchased with subscription
		\$ 45.00	when purchased without subscription
	Tickets - Client - design/print only	\$ 50.00	
	Tickets - Client - design/print/pre-sell	\$ 100.00	
	Tickets - Client - pre-sell only	\$ 50.00	
	Tickets - Public - DinnerStages	\$ 40.00	dinner & show
	Tickets - Public - Family Series	\$ 8.00	
	Tickets - Public - Holiday Nutcracker Program	\$ 15.00	
	Tickets - Public - Showcase Series	\$ 25.00	
	Tickets - Subscriber - DinnerStages	\$ 15.00	to cover food portion of ticket
	Tickets - Subscriber - Family Series	\$ 8.00	
	Tickets - Subscriber - Holiday Nutcracker Program	\$ 15.00	
	Tickets - Subscriber - Showcase Series	\$ 18.00	
	Tickets-Theatrestage Series	\$ 10.00	
	Tickets-TheatreKids Conservatory Series	\$ 8.00	
	Classes & Instruction		
	TheatreKids Conservatory tuition	\$ 75.00	
	Summer camp - per participant	\$ 125.00	Total fee (includes deposit)
	Summer camp non-refundable deposit	\$ 50.00	
	Concessions		
	BPACC events - per item	\$ 2.00	
	Client coffee refills - each	\$ 5.00	
	Client coffee station - per event	\$ 20.00	
	Client concessions - per event	\$ 25.00	
	Client merchandise - per event	\$ 30.00	
	Equipment Rental		
	Audio recording - per event	\$ 50.00	
	Banquet table w/cloth & skirt - per event	\$ 20.00	
	Banquet table with cloth only - per event	\$ 15.00	
	Corded microphones > 10 - per event	\$ 18.00	
	Facility piano & bench - per event	\$ 50.00	
	Facility piano tuning - per event	\$ 150.00	
	Follow spot light - per event	\$ 10.00	Operator additional @\$15/hr
	Lecturn only - per event	\$ 5.00	
	Lecturn with microphone - per event	\$ 15.00	
	Removal of seats - per row/event	\$ 50.00	
	Stage lighting/design (color) - per hour	\$ 15.00	
	Stage risers - per event	\$ 75.00	
	Stage screen only - per event	\$ 15.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)

City of Bartlett
Fees Schedule
Fiscal Year 2014-2015

Department	Type	Amount	Frequency/Notes/Description
	Video recording and sale - per event	\$ 50.00	
	Video/data projector/screen - per event	\$ 250.00	
	Wireless microphones - per event	\$ 50.00	
	Performance Rental Space		
	Auditorium (per hr, 4-hour minimum)	\$ 75.00	\$85 includes house manager
	Green Room (per hr, 3-hour minimum)	\$ 35.00	
	Studio (per hr, 3-hour minimum)	\$ 45.00	
	Conference Room (per hr, 3-hr minimum)	\$ 35.00	
	Sponsorship		
	Per agreement - minimum	\$ 1,000.00	

Attachment: Exhibit B (1244 : Fiscal Year 2015 Budget Ordinance)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1245)

Meeting: 05/13/14 07:00 PM

Department: Finance

Category: Budget

Prepared By: Eric Phan

Initiator: Dick Phebus

Sponsors:

DOC ID: 1245 A

Ordinance 14-02, an Ordinance To Levy And Assess A Tax Rate For Ad Valorem Taxes Upon Real Property And Personal Property In The City Of Bartlett For The Tax Year 2014.

BE IT ORDAINED by the Board of Mayor and Alderman of the City of Bartlett, Tennessee, hereinafter referred to as the 2014 Tax Rate Ordinance to provide as follows:

SECTION 1: TAX RATE -- There is hereby levied upon all real property in the City of Bartlett pursuant to TCA 67-5-101 et sec., a tax calculated upon a rate of \$1.62 for each \$100.00 of assessed valuation and there is hereby levied upon all taxable personal property a tax calculated upon a rate of \$1.62 for each \$100.00 of assessed valuation.

SECTION 2: SEVERABILITY -- to the extent that any prior Ordinance, assessment or tax rate specification conflicts with this Ordinance the same is repealed.

SECTION 3: EFFECTIVE DATE -- Be it further ordained that this Ordinance take effect July 1, 2014.

FIRST READING: May 13, 2014

SECOND READING: May 27, 2014

THIRD READING: June 10, 2014

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1246)

Meeting: 05/13/14 07:00 PM

Department: Personnel

Category: Agreement

Prepared By: Stefanie McGee

Initiator: Peter Voss

Sponsors:

DOC ID: 1246 A

Ordinance 14-03, an ordinance to adopt a contributory retirement plan for employees hired on or after July 1, 2014.

WHEREAS, the City of Bartlett, Tennessee (the “City”) maintains a defined benefit plan known as the “Retirement System of the City of Bartlett Defined Benefit Plan” effective the 1st day of July, 1989, as subsequently amended and restated from time to time (the “Pension Plan”); and

WHEREAS, the Pension Plan is administered by the Board of Administration (“Board”); and

WHEREAS, First Tennessee Bank, National Association, a national banking association organized under the laws of the United States with offices in Memphis, Tennessee (the “Bank”) is acting Trustee of the Pension Plan; and

WHEREAS, by Ordinance duly adopted by the Board of Mayor and Aldermen, the City amended and restated the Pension Plan limiting eligibility and participation in the Plan to those employees whose date of hire is on or prior to June 30, 2014; and

WHEREAS, for employees and reemployed individuals whose date of hire or reemployment is on or after July 1, 2014, the City desires to adopt a contributory retirement plan to be known as the “City of Bartlett, Tennessee Retirement Plan” (the “New Plan”); and

WHEREAS, eligibility and participation in the New Plan shall be limited to those employees whose date of hire or reemployment is on or after July 1, 2014; and

WHEREAS, the Board desires to designate the Board to administer the New Plan; and

WHEREAS, the Board desires to appoint the Bank as Trustee for the New Plan;

NOW, THEREFORE, BE IT RESOLVED,

- I. The Board of Mayor and Aldermen (“BMA”) hereby adopt and approve the New Plan, substantially in the form and substance as presented to this BMA, containing the following terms and conditions, with such other terms and provisions as set forth in the Plan:
 - a. The effective date of the New Plan shall be July 1, 2014.
 - b. Employees hired or reemployed on or after July 1, 2014 shall be entitled to participate in the New Plan as of their date of hire.

- c. The term Employee shall mean any employee of the City, other than a seasonal employee, whose customary employment is for at least thirty (30) hours per week and who is employed at least eight (8) months in the Plan Year, provided however elected and appointed officials (including judges and the City Attorney) shall be employees without regard to any minimum period of service.
- d. The normal retirement date under the New Plan for all Employees shall be attainment of age sixty-five (65) and at least five (5) years of credited service or attainment of age fifty-five (55) and at least twenty-five (25) years of credited service.
- e. The normal retirement benefit under the New Plan shall be a monthly income which can be provided actuarially from each Participant's Accumulation Account.
- f. The early retirement date under the New Plan for all Employees shall be attainment of age fifty-five (55) and fifteen (15) years of credited service.
- g. The early retirement benefit under the New Plan shall be a monthly income which can be provided actuarially from each Participant's Accumulation Account.
- h. The death benefit under the New Plan shall be 100% of the Participant's ~~vested~~ Accumulation Account.
- i. The Participant's interest in his or her Accumulation Account will vest upon completion of five (5) years of credited service with the City.
- j. The New Plan will provide for the following employee retirement income options-
 - i. Payments over the participant's life (monthly income);
 - ii. Payments over the participants life but guaranteed for ten (10) years (monthly income guaranteed for ten (10) years);
 - iii. Lump sum payment;
 - iv. Joint & 50% survivor payments (monthly income to participant for life, then 50% of such payment to the participant's designated beneficiary);

- v. Joint & 100% survivor payments (monthly income to participant for life, then 100% of such payment to the participant's designated beneficiary).
- k. The Plan Year shall commence July 1 and end June 30 of each year.
- l. Participants will have a mandatory participation contribution to the New Plan of five percent (5%) of the Participant's compensation each year, deducted by the City from the Participant's compensation with the City and "picked up" by the City as employer contributions and thus pre-tax to the Participant under Internal Revenue Code §414(h)(2).
- m. The City will contribute five percent (5%) of the Participant's compensation each Plan Year, provided the Participant is employed as of June 30 of the Plan Year.
- n. The Participant will also receive an "interest credit" of five (5%) per year on June 30 of each Plan Year, based on the value of the Participant's Accumulation Account at the beginning of the Plan Year.
- o. The Participant's Accumulation Account shall consist of the Participant's mandatory contribution, the City's contribution, and the "interest credit."
- p. Under the New Plan, determination of actuarial equivalence will be based upon six percent (6%) interest and the Applicable Mortality Table as published by the IRS for December preceding the Annuity Starting Date for each participant.
- q. Compensation, for purposes of the New Plan, shall mean all wages, salaries, and other amounts received for personal services actually rendered as an employee in the course of employment with the City, but excluding bonus pay, overtime pay, standby pay, sick leave pay at retirement, longevity pay, out of rank pay, reimbursements, special bonuses such as suggestion awards or other expense allowances, fringe benefits (cash and noncash, moving expenses, deferred compensation and welfare benefits, and including deductions of deferred compensation under Section 457 of the Internal Revenue Code and the participant's contribution.
- r. Vesting service shall be determined under the New Plan based upon completed years and months of service with the City, beginning as of the Participant's date of hire and continuing until the Participant's date of

termination.

- s. The City reserves the right to terminate or amend the New Plan at any time and from time to time.
2. The Board further appoints and approves the Board to administer the New Plan.
3. The Board further appoints and approves First Tennessee Bank, National Association, as Trustee of the New Plan, pursuant to a Trust Agreement in substantially the form and substance as the Trust Agreement presented to the Board.

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

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

First Reading: May 13, 2014

Second Reading: May 27, 2014

Third Reading: June 10, 2014

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1247)

Meeting: 05/13/14 07:00 PM
Department: Personnel
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Peter Voss
Sponsors:
DOC ID: 1247

Ordinance 14-04, an ordinance to adopt Amendment no. 10 to the retirement system of the City of Bartlett, Tennessee Defined Benefit Plan.

WHEREAS, the City of Bartlett, Tennessee (the “Employer”) adopted a defined benefit plan known as the “Retirement System of the City of Bartlett Defined Benefit Plan” effective the 1st day of July, 1989, as subsequently amended and restated from time to time (the “Pension Plan”); and

WHEREAS, it has been determined that the Plan should be amended as set forth herein; and

WHEREAS, this Amendment No. 10 has been presented and approved by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee;

NOW, THEREFORE, the Plan is hereby amended as follows:

1. Article I DEFINITIONS, “Employee” shall be restated and amended in its entirety to read as follows:

2.01 “Employee” means any employee of the Employer, other than a seasonal employee, whose customary employment is for at least 30 Hours of Service per week and who is employed at least 8 months per Plan Year, provided however, elected and appointed officials (including judges and the City Attorney) shall be Employees without regard to any minimum period of Service, but excluding any Employee (including elected and appointed officials) whose date of hire or date of reemployment (or in the case of elected and appointed officials whose effective date of election or appointment) is on or after July 1, 2014.

2. Article II EMPLOYEE PARTICIPANTS, Section 2.03 PARTICIPATION UPON RE-EMPLOYMENT shall be restated and amended in its entirety to read as follows:

2.03 PARTICIPATION UPON RE-EMPLOYMENT. A Participant whose employment terminates on or prior to June 30, 2014 will re-enter the Plan as a Participant on the date of his or her re-employment.

3. Article II EMPLOYEE PARTICIPANTS, Section 2.05 Mandatory Participation shall be restated and amended in its entirety to read as follows:

2.05 MANDATORY PARTICIPATION. Participation in the Plan is mandatory for all Employees hired on or after July 1, 1989 and on or prior to June 30, 2014. However, elected officials whose effective date of election is on or

prior to June 30, 2014 may elect out of participation prior to commencement of their term of office.

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

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

First Reading: May 13, 2014

Second Reading: May 27, 2017

Third Reading: June 10, 2014

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk