



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, MAY 10, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Grant Nixon, Christ Church Bartlett

FUTURE MEETINGS

Parks and Recreation Advisory Board, May 12 at 7 p.m.

Historic Preservation Commission, May 16 at 7 p.m.

BPACC Advisory Board, May 17 at 6 p.m.

Bartlett Arts Council, May 17 at 6:30 p.m.

Design Review Commission, May 17 at 6:30 p.m.

RECOGNITIONS

Public Works Week proclamation

Mayor's Youth Council check presentation to Multiple Sclerosis Society

Certificate presentation to 2016 Mayor's Youth Council

Official Business of the Day

MINUTES ACCEPTANCE

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016. (Mark Brown, Chief Administrative Officer)**
The public hearing is set for May 24, 2016.

CONSENT AGENDA**1 Special event permit for "The Battle of Bartlett." (Jim Brown, Director of Code Enforcement)**

The event will be held Friday, November 4 to Sunday, November 6 at W.J. Freeman Park as part of the City's sesquicentennial celebration.

2 Special event permit for Bartlett Station Farmers Market. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturdays from May 14 to October 8 from 8 a.m. to 12 p.m. at W.J. Freeman Park.

3 Special event permit for Youth Villages Ultimate 5k and 10K runs. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, June 25 from 7 a.m. to 12 p.m. at St. Philip Episcopal Church.

4 Amendment to Stanky Creek Mountain Bike Races special event permit. (Jim Brown, Director of Code Enforcement)

The events will be held on Saturday August 6 and Sunday, August 7 from 7 a.m. to 7 p.m. at Nesbit Park. A second set of events will be held Saturday, September 24 and Saturday, October 8 from 7 a.m. to 7 p.m. at Nesbit Park. The August dates were changed from the 20 and 21.

5 Subdivision Contract for Roy Cheatham Subdivision. (Wade Towles, Assistant Director of Engineering)

The developer, Roy Cheatham Estate, will pay \$5,700.00 in City fees. The bond amount is set at \$6,425.00.

6 Planning Commission Report for May 2016. (Terry Emerick, Director of Planning and Economic Development)**NEW BUSINESS****1 Resolution 15-16, a resolution to donate surplus personal property to Town of Mason, Tennessee. (Dick Phebus, Director of Finance)****2 Resolution 16-16, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

- 3 First Reading of Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance) The public hearing to be set for June 14, 2016.**

- 4 First Reading of Ordinance 16-06, 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 2016. (Dick Phebus, Director of Finance) The public hearing to be set for June 14, 2016.**

OPEN DISCUSSION**ADJOURNMENT**



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1764)

Meeting: 05/10/16 07:00 PM
Department: Administration
Category: Budget
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1764

Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016.

WHEREAS, TCA 16-18-205 states that city judges' salaries shall be set "prior to the term of office and shall not be increased nor diminished during the term," and

WHEREAS, a Municipal election will be held in August 2016 and the term for a popularly elected City Judge is eight years, according to TCA 16-18-203.

BE IT HEREBY ENACTED:

The following annual salaries are hereby established for the elected position of Division II Municipal Judge:

SECTION 1. The salary for the Division II Municipal Judge shall be as follows:

Effective September 1, 2016, \$62,000

Effective September 1, 2017, \$64,000

Effective September 1, 2018, \$64,000

Effective September 1, 2019, \$64,000

Effective September 1, 2020, \$64,000

Effective September 1, 2021, \$64,000

Effective September 1, 2022, \$64,000

Effective September 1, 2023, \$64,000

SECTION 2. Severability. Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this

Ordinance shall remain in full force and effect.

SECTION 3. Effective Date. This Ordinance shall become effective after its final passage, the public welfare requiring it.

First Reading:	April 26, 2016
Second Reading:	May 10, 2016
Third Reading:	May 24, 2016

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

04/26/16 Board of Mayor and Aldermen APPROVED ON FIRST READING
Next: 05/10/16

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 05/10/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for "The Battle of Bartlett."



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

W.J. Freeman Park, 2629 Bartlett Blvd 38134
 Address Zip Code

November 4 - November 6
 Dates of the Event

Hours of the Event

"The Battle of Bartlett" Bartlett Sesquicentennial Event
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
 Property Owner

Peggy & William (Bill) Weddendorf
 Special Event Permit Applicant

4431 Jon Stone Lane, Bartlett, TN 38002
 Address of Applicant

901-338-4031
 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

William Weddendorf 20-Apr-16
 Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: "The Battle of Bartlett" Bartlett Sesquicentennial
 Location: W.J. Freeman Park, 2629 Bartlett Blvd. Event
 Dates: Nov 4-6, 2016

Type of special event: (Check one.)

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

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

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

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

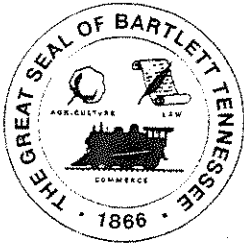
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D Thompson, Parks Director

April 13, 2016

City of Bartlett
Code Enforcement
6382 Stage Road
Bartlett, TN 38134

Bartlett Sesquicentennial Events and Mrs. Peggy Weddendorf have requested to use W. J. Freeman Park Gazebo and Pavilion side of the park for their "Battle of Bartlett". This event will be held on Thursday, November 3, 2016, through Sunday, November 6, 2016.

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

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

Debbie Gelineau

From: battleofbartlett@yahoo.com
Sent: Thursday, April 14, 2016 3:04 PM
To: Debbie Gelineau
Cc: Peggy Weddendorf; Barry Appling; Lee Millar
Subject: PROPOSED ACTIVITIES AND SITE MAP: BATTLE OF BARTLETT AT WJ FREEMAN PARK
Attachments: BATTLEFIELD AREA.jpg; BATTLE OF BARTLETT EMAIL LETTERHEAD.JPG

Debbie:

Per your request to Peggy, I have:

- Attached an overlay of our proposed site arrangement onto an aerial picture for review towards obtaining an event permit
- Included our calendar as follows:

Thursday 03-November: Setup by weaving Security Tape along split Park rail fences and placing stakes between the parking area at the West side and camp sites for Security Tape after camps established by arriving re-enactors on Friday night. Establishing the layout of a dozen "stations" and overnight camping tents for School Day personnel circling the grove of trees North of the Gazebo. Assistance would be appreciated from the City of Bartlett for some sort of light barrier to prevent folks, parking in North parking area from going overland and possibly getting hurt in the ditch area that traverses the Park or accessing / interfering with the battle on the South the side of ditch involving cannon discharges and galloping horses.

Friday 04-November: School Day from about 8am to 2pm involving school group registration, subgroup formation and their guided tours around the dozen stations (about 10/15-minutes/station) involving artillery, cavalry and artillery elements to illustrate the lives of soldiers. In addition, stations will give insights into the rationale for the Civil War from both sides and family life, including that of slaves and refugees. Our presentations will be keyed to the Bartlett City School curriculum Vendors will be available for food purchases.

Saturday and Sunday 05/06-November: The main attraction will be the battles at about 2pm each day. We will have exhibitors, period Sutlers, and the Unit camps will be open to visitors. We are planning infantry, cavalry and artillery demonstrations throughout the day and will be having a camping tent in the spectator area to entertain and inform visitors throughout the day. We have solicited the Bartlett Historical Society to have costumed folks wandering about to add to the period ambiance. On Sunday morning, we will have Church on-site with a period pastor and will crank-up activities with the expected post-church influx of people.

Attachment: THE BATTLE OF BARTLETT-2629 BARTLETT BLVD-2016 (1772 : The Battle of Bartlett (a Bartlett Sesquicentennial Event))

We would appreciate the involvement of the Bartlett Police Department for traffic control involving guiding vehicles into the park for parking and monitoring folks seeking to park along Bartlett Boulevard and interfere with normal traffic. While unlikely, we would appreciate a local police presence in the event of some sort of criminal activity. We would also appreciate the involvement of the Bartlett Fire Department by providing an Emergency Medical Response vehicle and team. We are planning to provide the involved officers and firemen with vendor tickets for lunch each day. Also, we are proposing a contribution back to the Departments from event proceeds.

Monday 07 November: Cleanup and restoration.

If you need additional detail, we would be happy to comply; we would also appreciate suggestions and comments.

William Weddendorf

Battle of Bartlett Association, Inc.

4431 Jon Stone Lane

Bartlett, TN 38002

901-338-4033 Peggy Weddendorf (President)

901-338-4031 William Weddendorf (Vice President)

901-830-8056 Cynthia Appling (Secretary/Treasurer)

901-550-5772 Lee Millar (Corporate Secretary & Re-Enactor Coordinator)

Battlefield

Union
Infantry
Camp

Confederate
Cavalry
Camp

Confederate
Infantry
Camp

2629 Bartlett Blvd

Spectator Area

Porta-Johns

Vendors

Vendors

Registration
& HQ
(Gazebo)

Meals &
Dance Site
(Pavilion)

Porta-Johns

©2016 Google

Google

Fireworks Extravaganza

July 4, 2016, 6:00-9:30pm

Come celebrate American's Birthday and Bartlett's 150 Years at this year's event! This event takes place in the Bobby K. Flaherty Municipal Center, which is adjacent to BPACC and Appling Middle School.

Bartlett Festival

**Memphis BBQ Network Cooking Contest & Car Show
September 30 & October 1, 2016**

Bartlett Festival Celebrates Bartlett's 150 Years! With our first MBN sanctioned BBQ cooking contest, hot air balloons, "Beards for Bartlett" judging, live music, a car show, Judge Freeman Marr Panther Pride 5K, and much more. Held at W.J. Freeman Park, 2629 Bartlett Blvd., Bartlett TN, 38134.

The Battle of Bartlett,

Civil War Living History Reenactment

November 4, 2016 (School Day) & November 5-6, 2016

Learn about the history of The Battle of Bartlett. Held in W.J. Freeman Park, 2629 Bartlett Blvd., Bartlett TN 38134.

Veterans Day Ceremony

November 11, 2016, 10:00am

Join us as we honor all Veterans! This event takes place in Veterans Park, located at the corner of Bartlett Blvd. and Bartlett Rd.

Bartlett Christmas Parade

December 3, 2016, 4:00pm

The theme for the 2016 parade is "Happy Birthday Bartlett".

Sponsors



**Saint Francis
Hospital - Bartlett**



brother
at your side



The **Bartlett Express**



Nationwide
is on your side

**McDonald Insurance and
Financial Services**



Herbi-Systems
Experts in Lawn and Landscape Care



www.CityOfBartlett.org

April 19, 2016

Bill,

Yes, as we discussed the 51st Tennessee Infantry would be pleased and honored to be a co-host of the Battle of Bartlett events in November.

Attached is our insurance page.

Both the BBA and the City of Bartlett can be added as additional insureds.

Lee Millar, Captain (& president)
51st Tenn Infantry, inc.

Insured: 51st Tennessee Infantry Regiment
Agent: EASTERN INSURANCE GROUP LLC

Policy Number: GL00000077534H
Policy Period: 10/04/2015 to 10/04/2016
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

LIMITS OF INSURANCE:

\$	1,000,000	Each Occurrence Limit
\$	See CG2502	Damage to Premises Rented to You Limit
\$	5,000	Medical Expense Limit (Any One Person)
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	2,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit

FORM OF BUSINESS: CORPORATION

Business Description: Club

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						

TOTAL PREMIUM FOR THIS COVERAGE PART: 753.00

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

07/27/2015
Countersignature Date

EASTERN INSURANCE GROUP LLC
Authorized Representative

Insurance Oct 2015-2016

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 05/10/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Bartlett Station Farmers Market.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 05/10/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Youth Villages Ultimate 5k and 10K runs.



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

9380 Davies Plantation Rd
Address 38133
Zip Code

6-25-2016
Dates of the Event 7AM - 121M
Hours of the Event

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

St. Philip Church
Property Owner

Henry Boyd for Youth Villages Ultimate 5 & 10K
Special Event Permit Applicant 3810 Vanderschaft Bartlett 38133
Address of Applicant

901-3884105
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

☒ Letter of Permission

☒ Insurance

☐ Tents (Fire Retardant letter included)

☒ Special Event Checklist

☒ Map

☐ Sign or Banner

\$60.00 Special Event Fee

\$4.00 Permit Issuing Fee

Total

 Henry Boyd
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Youth Villages Ultimate 5 & 10 k
 Location: 9380 Davies Plantation Rd Bartlett TN 38133
 Dates: 6-25-2016

Type of special event: (Check one.)

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

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

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

Performance standards:

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



SAINT PHILIP

EPISCOPAL CHURCH

April 12, 2016

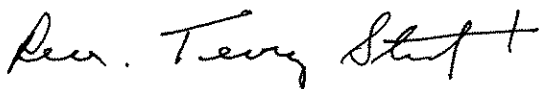
Board of Aldermen
City of Bartlett
RE: Youth Villages Ultimate 10k Race

Be it known to all parties, it is the intention of St. Philip Episcopal Church, Davieshire, to grant permission to "The Youth Villages Ultimate 10k Race" for its use of the grounds and building/s for this specific race.

The Youth Villages Ultimate 10k Race is scheduled to be held, starting and finishing at St. Philip Episcopal Church on Saturday, June 25th starting at 8:00 a.m. This race is an event of Youth Villages in association with the Memphis Runners Track Club, Davies Plantation Homeowner's Association and St. Philip Episcopal Church.

Should you have any questions, please do not hesitate to contact the Parish Administrator at St. Philip Episcopal Church, Davieshire at 901.388.9830.

Regards,



The Rev. Terry Street
Rector



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2016

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

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

PRODUCER Kennons Wilson Ins Group, LLC 6700 Trail Lake Drive West Suite 300 Memphis, TN 38126		(901) 345-8808 CONTACT NAME: Patsy Clark - Senior Client Executive PHONE (AO, No. Ext): 901-345-1888 FAX (AO, Ext): 901-345-8260 E-MAIL ADDRESS: pclark@kwilson.com		
INSURED Youth Villages, Inc. 3320 Brother Blvd Memphis, TN 38133		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A Philadelphia Indemnity Insurance Company		18058
		INSURER B Cigna/Life Insurance Company of NA.		
		INSURER C		
		INSURER D		
		INSURER E		
		INSURER F		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSUR LTD.	TYPE OF INSURANCE		ADDL INSUR	SCHM WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPIR (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY		X		PHPK1357284	6/30/2015	6/1/2016	EACH OCCURRENCE	\$ 1,000,000	
	☒	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000	
	☐	CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000	
	☐							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$ 3,000,000	
	☐	POLICY ☐ PER ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	☐								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Per accident)	\$	
	☐	ANY AUTO							BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS						☐ SCHEDULED AUTOS	BODILY INJURY (Per occurrence)	\$
☐	HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT)	\$						
☐				\$						
	UMBRELLA LIAB							EACH OCCURRENCE	\$	
	☐	WORKER'S COMP						☐ OCCUR	AGGREGATE	\$
	☐							☐ CLAIMS-MADE		\$
	☐	DED						RETENTION \$		\$
	☐									\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		Y/N	N/A				WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Necessary to list)							E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$	
								E.L. DISEASE - POLICY LIMIT	\$	
B	Accident Medical Expense				AHH002595	6/11/2015	6/11/2016		\$25,000	

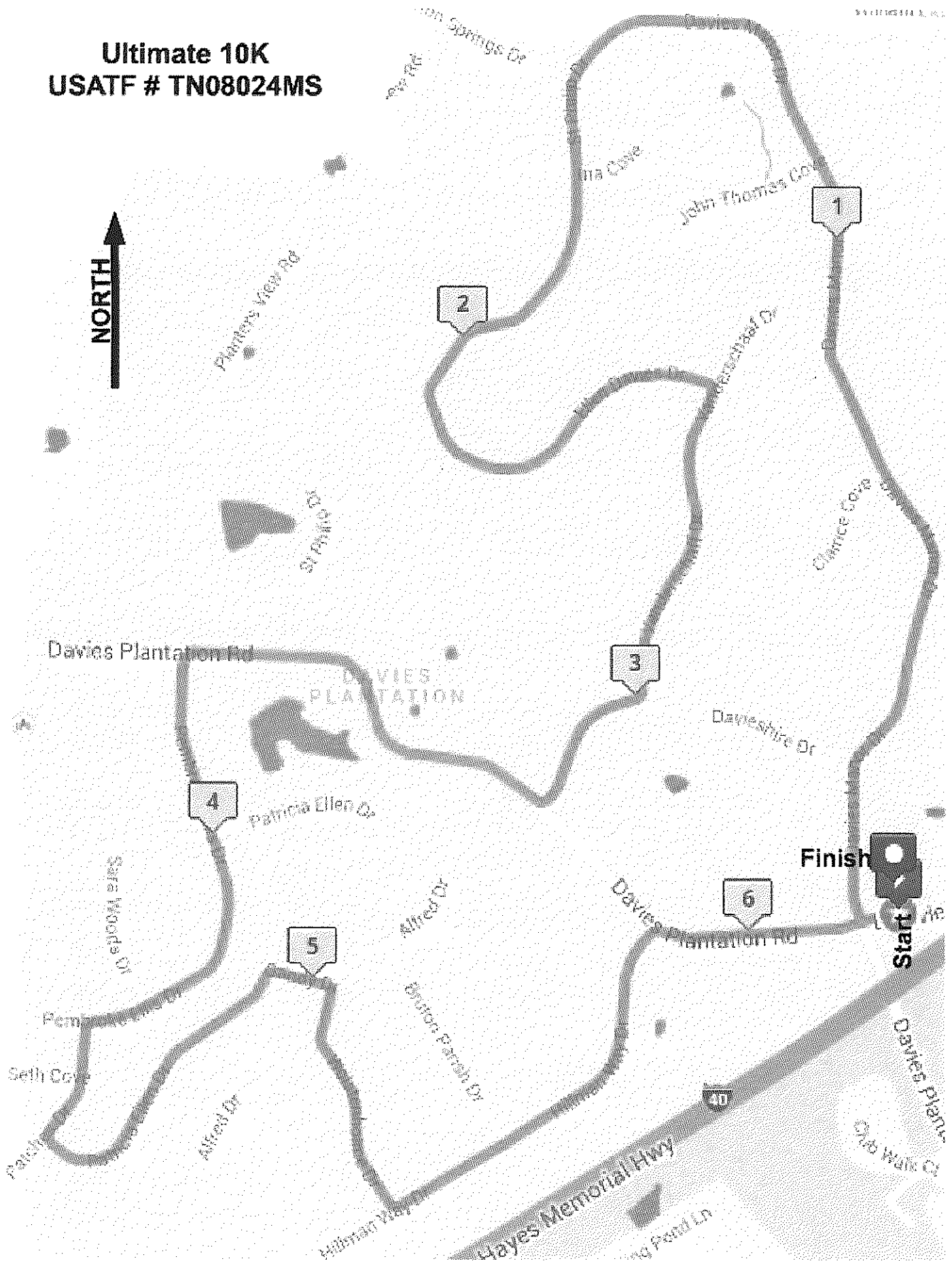
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Certificate holder is added as additional insured with respect to the Ultimate 10K & 5K race held at Davis Plantation, 9380 Davis Plantation, Bartlett TN which will be held on June 25, 2018, AT&T.

CERTIFICATE HOLDER	CANCELLATION
City of Bartlett 6462 Stage Rd Bartlett, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

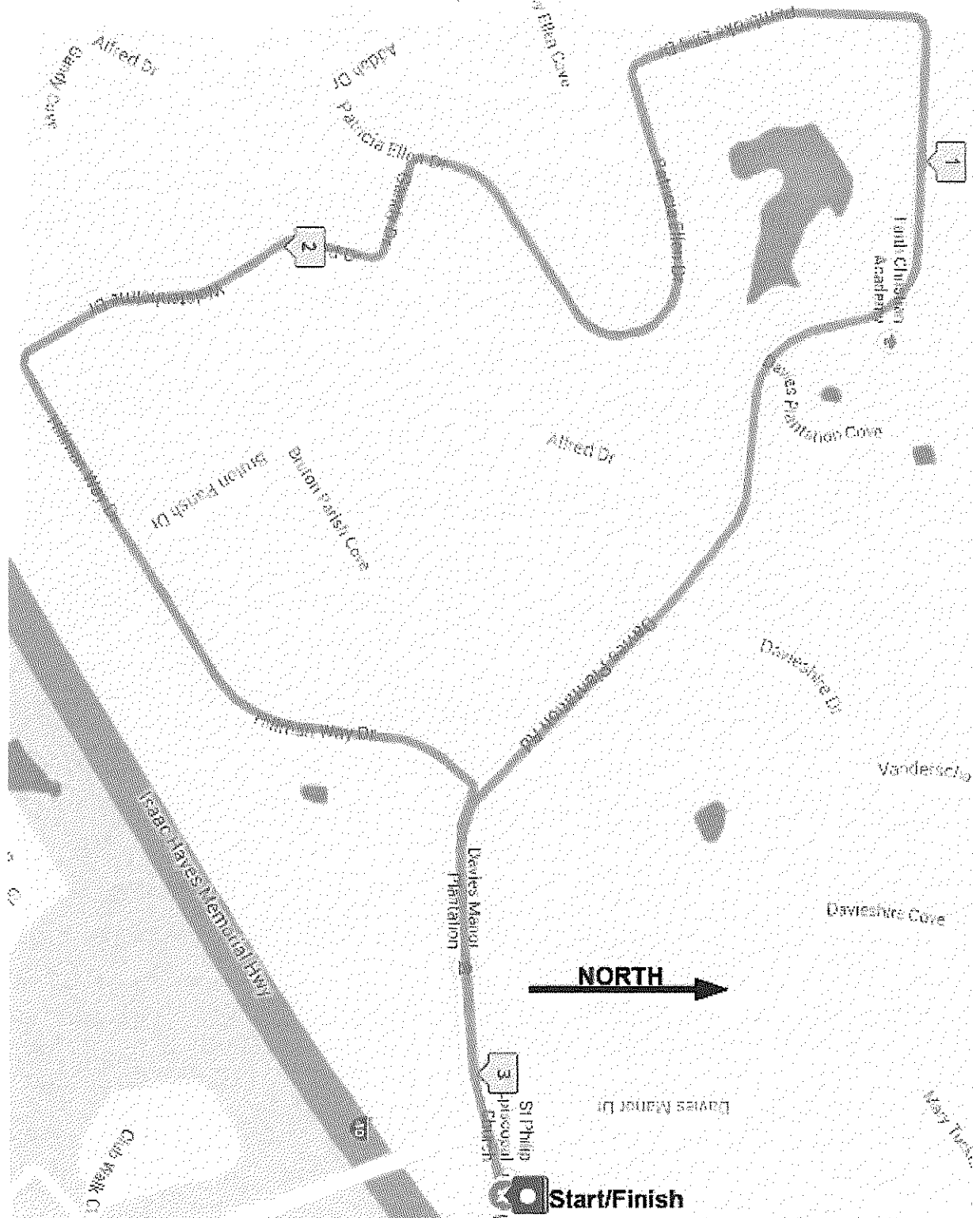
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Ultimate 10K USATF # TN08024MS



Attachment: YOUTH VILLAGES ULTIMATE 5 & 10K RUN-2016 (1773 : Youth Villages Ultimate 5 & 10K)

USATF # TN08027MS



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 05/10/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Stefanie McGee
Department Head: Jim Brown

Amendment to Stanky Creek Mountain Bike Races special event permit.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 05/10/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Wade Towles

Subdivision Contract for Roy Cheatham Subdivision.

RESIDENTIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and ROY CHEATHAM ESTATE, WANDA CHEATHAM EXECUTOR, AND
RODNEY SMITH, hereinafter referred to as the
DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
entitled: ROY CHEATHAM SUBDIVISION dated April 4, 2016, made by the
DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V**WATER SERVICE EXPANSION FEE**

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

VI**SEWER SERVICE**

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

VII**SEWER CONNECTION CHARGE**

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI**TITLE TO WATER AND SEWER LINES**

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

XII**DRAINAGE DESIGN RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

- 1) Since less than 1 acre is being disturbed the developer/engineer will not be required to prepare a SWPPP and obtain a TDEC NOC, the appropriate erosion control measures will be required to prevent the sediment from leaving this property. The engineer shall prepare an Erosion Control Plan and submit to Engineering for review and approval.
- 2) All new utilities shall be underground.
- 3) A driveway pipe culvert on Periwinkle Cove may be required and shall be a minimum of 15" RCP and shall be shown on the site plan submitted to Bartlett Codes for the building permit so Engineering can review the proposed driveway location.
- 4) Applicant/engineer needs to update the FEMA Map reference number and date to be Map No. 47157C0302G dated February 6, 2013.
- 5) Metal posts with wired backed silt fence are required to be used on silt fences.
- 6) Roy Cheatham Estate, Wanda Cheatham Executor shall pay for all City Fees.
- 7) Rodney Smith will be responsible for the bond.

XVII
PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
ROY CHEATHAM S/D

I. Due at Execution of Subdivision Contract and before Construction Begins:	
1. Water Plant Expansion 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00
2. a. Water System Engineering & Subdivision Review (6% of Water Main Cost = <u>\$0.00</u>)	
b. Subdivision & site plan review fee @ \$175 per lot. (1 Lots)	<u>\$175.00</u>
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25.00 per contract \$10.00 implies \$10.00 X 1 Lot = \$10.00 \$25.00 implies \$25.00 X 1 = \$25.00	<u>\$25.00</u>
4. City Subdivision Inspection: A: 3% of Development Cost \$192.75 or B: \$300.00 per Lot \$300.00 Whichever is greater \$300.00 Development Cost = \$6,425.00	
5. Water Connection Fee @ \$2,000 per lot (1 Lot)	<u>\$2,000.00</u>
6. Sewer Connection Fee @ \$2,000 per lot (1 Lot)	<u>\$2,000.00</u>
DRAINAGE BASIN: North Basin	
7. Drainage control fee for those lots not served by a Detention Basin @ \$500 per Lot (1 Lots x \$500 per Lot = \$500.00)	<u>\$500.00</u>
8. Drainage control fee for lots served by a Detention Basin @ \$250 per Lot 0 Lots = \$0.00	<u>\$0.00</u>
9. City portion of Water Improvements	<u>\$0.00</u>
PARK LAND DISTRICT: 2	
10. Park Land Development Fee @ \$700 per Lot (1 Lot)	<u>\$700.00</u>
** TOTAL DUE CITY - Make check in this amount.	<u>\$5,700.00</u>

Attachment: Roy Cheatham SD Contract (1776 : Subdivision Contract for Roy Cheatham Subdivision)

II.	Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.	
	1. Asphalt Paving Cost (Estimated Construction Cost)	<u>\$0.00</u>
	2. Street Light (Estimated at \$650 per lot)	<u>\$0.00</u>
	TOTAL DUE II	<u>\$0.00</u>
III.	Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND AMOUNT)	<u>\$6,425.00</u>
IV.	Concurrent with 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. (16 Lots)	<u>\$0.00</u>

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

CITY OF BARTLETT

DEVELOPER

TYPED OR PRINTED SIGNATURE

DEVELOPER

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 05/10/16 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for May 2016.

Monday, May 2, 2016

NEW BUSINESS

Hearings

Planned Development

1. **Richland Valley P.D, 0 Butterfly View Lane (Brenda Solomito Basar, Solomito Land Planning)**

Rezoning

2. **Bartlett Logistics P.D, 0 Butterfly View Lane (Brenda Solomito Basar, Solomito Land Planning)**

Applicant requested the two hearings be continued until the Monday, June 6, 2016 Planning Commission meeting.

Motion was made and continuation approved.

Subdivision

Construction Plan

3. **Bartlett Villa, 6050 Stage Road (L. Jordan Draper, Kimley-Horn and Associates)**

INTRODUCTION: Mr. Jordan Draper with Kimley-Horn and Associates is requesting Planning Commission approval of a construction plan for the Bartlett Villa Subdivision. The subject property is located at 6050 Stage Road within the "CG-MS" General Commercial Main Street overlay zoning district.

BACKGROUND: On March 7, 2016, the Planning Commission approved a site plan to construct a 34,000-square foot building for LA Fitness and a 29,435-square foot building for a future commercial tenant on the subject property. On April 4, 2016, the Planning Commission approved a master plan to subdivide the subject property into a 2-lot commercial subdivision. The subject property is a 5.93-acre site that was constructed as a former Kroger, Walgreens, and multi-tenant shopping center. Currently, this is the site of an existing Antique Gallery and multi-tenant shopping center that will be demolished in order for the LA Fitness and a future commercial single tenant to be constructed.

DISCUSSION: The specific request by the applicant is for the approval of a construction plan to subdivide the 5.93-acre lot into a 2-lot commercial subdivision. The LA Fitness lot (Lot 1) will be 3.43-acres with two existing entrances from Stage Road, and the future commercial tenant lot (Lot 2) will be 2.50-acres with an existing entrance from Stage Road and an existing entrance from Bartlett Center Drive. Other features of the development include adding

landscape islands to the existing parking lot with supplemental landscaping and a new dumpster area at the rear of the property.

Approved with conditions of staff and two BZA Variances_1) to 9.27 percent green/open space on said lot; and, 2) to allow the landscape screening depth to be 10-foot in depth along the 75-foot section of property line on the western boundary that borders Ole Bartlett Village PRD which were approved on April 21, 2016.

Final Plan

4. Bartlett Villa, 6050 Stage Road (L. Jordan Draper, Kimley-Horn and Associates)

INTRODUCTION: Mr. Jordan Draper with Kimley-Horn and Associates is requesting Planning Commission approval of a final plan for the Bartlett Villa Subdivision. The subject property is located at 6050 Stage Road within the “CG-MS” General Commercial Main Street overlay zoning district.

BACKGROUND: On March 7, 2016, the Planning Commission approved a site plan to construct a 34,000-square foot building for LA Fitness and a 29,435-square foot building for a future commercial tenant on the subject property. On April 4, 2016, the Planning Commission approved a master plan to subdivide the subject property into a 2-lot commercial subdivision. The subject property is a 5.93-acre site that was constructed as a former Kroger, Walgreens, and multi-tenant shopping center. Currently, this is the site of an existing Antique Gallery and multi-tenant shopping center that will be demolished in order for the LA Fitness and a future commercial single tenant to be constructed.

DISCUSSION: The specific request by the applicant is for the approval of a final plan to subdivide the 5.93-acre lot into a 2-lot commercial subdivision. The LA Fitness lot (Lot 1) will be 3.43-acres with two existing entrances from Stage Road, and the future commercial tenant lot (Lot 2) will be 2.50-acres with an existing entrance from Stage Road and an existing entrance from Bartlett Center Drive. Other features of the development include adding landscape islands to the existing parking lot with supplemental landscaping and a new dumpster area at the rear of the property.

Approved with conditions of staff and two BZA Variances_1) to allow 9.27 percent green/open space on said lot; and, 2) to allow the landscape screening depth to be 10-foot in depth along the 75-foot section of property line on the western boundary that borders Ole Bartlett Village PRD which were approved on April 21, 2016.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1775)

Meeting: 05/10/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1775

Resolution 15-16, a resolution to donate surplus personal property to Town of Mason, Tennessee.

WHEREAS, the City of Bartlett currently owns a 2007 Ford Crown Victoria and two 2006 Dodge Chargers, which have been declared surplus property; and

WHEREAS, the Town of Mason, Tennessee has expressed a desire to obtain this surplus personal property from the City of Bartlett; and

WHEREAS, Tennessee Code Annotated, §12-3-1005 grants authority to transfer surplus personal property among governmental entities; and

WHEREAS, the Board of Mayor and Aldermen of Bartlett, Tennessee has determined that it is good public policy to transfer by gift surplus personal property to other local governmental entities as circumstances and needs arise,

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that one 2007 Crown Victoria and two 2006 Dodge Chargers, declared as surplus personal property by the City of Bartlett Police Department are hereby transferred by gift to the Town of Mason, Tennessee.

Adopted this day of May 10, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1774)

Meeting: 05/10/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1774

Resolution 16-16, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls.

WHEREAS, the City of Bartlett has identified delinquent property taxes that are no longer on the Shelby County Trustee's list of delinquent taxes; and

WHEREAS, the City of Bartlett has determined that these taxes dating from tax year 2002 through 2013 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED by the **Board of Mayor and Aldermen** that the taxes, interest, penalties and associated costs on the properties listed in the attached Schedule A totaling \$320.41 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of May 10, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

SCHEDULE A
UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

BARTLETT WRITE-OFF FISCAL YEAR JULY 1, 2015
 THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB151711	50107	2005	GENESIS HOMES, LLC	7467 SHADOWLAWN	OUT OF BUSINESS	\$12.97
PB169277	50113	2005	PAINTS & MORE	7949 ABINGTON WOODS AV	OUT OF BUSINESS	\$35.37
PB168492	50091	2004	RECREATIONAL MOTOR SPORTS INC	6441 SUMMER AVE	OUT OF BUSINESS	\$5.38
PB168492	50121	2005	RECREATIONAL MOTOR SPORTS INC	6441 SUMMER AVE	OUT OF BUSINESS	\$4.72
PB181954	31420	2004	SOUTHERN RIDES MAGAZINE	215 S CENTER ST	OUT OF BUSINESS	\$10.76
PB187822	41675	2005	SUZIES TRANSPORTATION	7685 SHADOW HILLS DR	OUT OF BUSINESS	\$3.93
						\$73.13

BARTLETT WRITE-OFF		SCHEDULE A (CONTINUED)		FISCAL YEAR JULY 1, 2015	
		UNCOLLECTABLE TAXES		THRU JUNE 30, 2016	
		TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN			
PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	TAX AMOUNT
B015700689	20048	2002	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0, BARTLETT	\$1.54
REASON					STATUTE OF LIMITATIONS
					\$1.54

SCHEDULE A (CONTINUED)

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
B015700689	10376	2003	MCSWAIN WILLIAM B AND WILLIAM N GRIFFIN	0, BARTLETT	STATUTE OF LIMITATIONS	\$1.73
B0148CA00125	12255	2013	SHELBY COUNTY TAX SALE	ST ELMO RD	COUNTY OWNED	\$123.93
PB002902	50537	2008	DIXIE FLOOR COVERING	2955 KATE BOND RD	OUT OF BUSINESS	\$71.61
PB100206	51134	2009	MR T HOME IMPROVEMENTS	3106 VALLEY LAKE DR	OUT OF BUSINESS	\$25.03
PB135500	41412	2005	PRET A PORTER	7606 HIGHWAY 70	OUT OF BUSINESS	\$10.61
PB141573	43261	2007	THE BUYERS AGENT BEST BUY REALTY	6367 FISKE RD	OUT OF BUSINESS	\$6.93
PB187348	50125	2006	ALL PRO PAINTING	6337 MERCURY	OUT OF BUSINESS	\$5.90
						\$245.74



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1783)

Meeting: 05/10/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1783

Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets.

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett that the following appropriations for the 2016-2017 Fiscal Year for the City of Bartlett are as follows:

GENERAL FUND EXPENDITURES:	Fiscal Year 16/17
ADMINISTRATIVE:	
Legislative Board	\$ 776,499
Mayor's Office	\$ 811,701
Community Affairs	\$ 312,601
Building and Grounds	\$ 300,935
Bartlett Station Municipal Center	\$ 389,526
Library	\$ 1,178,048
Finance and Administration	\$ 1,503,992
City Court	\$ 996,400
Personnel	\$ 534,458
Planning and Economic Development	\$ 407,038
Total Administrative	\$ 7,211,198
PUBLIC SAFETY:	
Police Department	\$ 14,257,260
Fire Department	\$ 7,302,527
Ambulance Department	\$ 2,870,013
Code Enforcement	\$ 888,440
Total Public Safety	\$ 25,318,240
PUBLIC WORKS:	
Administration	\$ 581,450
City Shop	\$ 987,444
General Maintenance	\$ 1,418,843
General Services	\$ 339,228
Grounds Maintenance	\$ 1,326,681
Animal Control	\$ 773,798
Engineering Administration	\$ 391,940
Engineering & Inspection	\$ 513,506
Total Public Works	\$ 6,332,890

PARKS AND RECREATION:

Administration	\$	408,785
Community Center	\$	1,096,592
Athletics	\$	764,035
Maintenance	\$	1,301,609
School Ground Maintenance	\$	238,260
Senior Citizen Center	\$	365,696
Recreation Center	\$	1,662,401
Total Parks and Recreation	\$	5,837,378

PERFORMING ARTS:

Performing Arts Center	\$	637,248
Total Performing Arts	\$	637,248

OTHER GENERAL FUND ITEMS /TRANSFERS OUT

Transfer Out Bartlett City School	\$	1,737,826
Transfer Out BCS Capital Projects	\$	950,000
Transfer Out Shelby County Board of Education	\$	608,193
Transfer Out Balance of Sales Tax Half Cent	\$	317,627
Transfer Out DARE Program	\$	42,000
Transfer Out Drainage Fund	\$	100,000
Transfer Out Bartlett Station	\$	100,000
Total Transfers Out	\$	3,855,646

TOTAL GENERAL FUND EXPENDITURES **\$ 49,192,600**

GENERAL FUND REVENUES/TRANSFERS:

Property Taxes	\$	20,492,302
Local Taxes	\$	13,222,946
Licenses & Privileges	\$	1,657,700
Intergovernmental	\$	6,027,000
General Charges for Services	\$	3,985,384
Department Revenues	\$	1,559,579
Court Charges	\$	1,810,000
Other Revenue	\$	176,689
Transfer In from General Improvement Fund	\$	261,000

TOTAL GENERAL FUND REVENUES/TRANSFERS **\$ 49,192,600**

SPECIAL REVENUE FUNDS EXPENDITURES

Street Aid Fund	\$	2,395,000
Solid Waste Fund	\$	6,157,049
General Improvement Fund	\$	662,500
Drug Enforcement Fund	\$	334,400
DEA Enforcement Fund	\$	100,500
Drainage Control Fund	\$	115,711
Park Improvement Fund	\$	90,286

Bartlett City School Fund	\$ 73,528,223
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TOTAL SPECIAL REVENUE FUNDS EXPENDITURES	\$ 83,383,669
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SPECIAL REVENUE FUNDS REVENUES/SOURCES

Special Revenue Funds Revenue	\$ 82,576,272
Use of Fund Balance	\$ 807,397

TOTAL SPECIAL REVENUE FUNDS REV./SOURCES	\$ 83,383,669
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UTILITY FUND EXPENDITURES

Administration	\$ 2,266,785
Water & Wastewater Services	\$ 1,835,509
Plant Operations	\$ 1,867,730
Sewer Treatment	\$ 1,029,377
Total Utility Operation Expenditures	\$ 6,999,401
Utility Debt -- Principal	\$ 1,303,000
Utility Debt -- Interest & Charges	\$ 313,599
Total Utility Debt Expenditures	\$ 1,616,599

Transfer to Capital Improvement Fund	\$ 1,990,000
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TOTAL UTILITY FUND EXPENDITURES	\$ 10,606,000
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UTILITY FUND REVENUES/SOURCES

Utility Fund Revenues	\$ 8,616,000
Retained Earnings	\$ 1,990,000

TOTAL UTILITY FUND REVENUES/SOURCES	\$ 10,606,000
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GENERAL DEBT SERVICE FUND EXPENDITURES

Principal \$	3,477,000
Interest and Other Charges	\$ 1,058,703

TOTAL GENERAL DEBT SERVICE EXPENDITURES	\$ 4,535,703
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GENERAL DEBT SERVICE REVENUES/SOURCES

Debt Service Revenues	\$ 4,304,400
Use of Fund Balance	\$ 231,303

TOTAL GENERAL DEBT SERVICE REV./SOURCES	\$ 4,535,703
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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 2016-2017 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 2016-2017 comprehensive fees schedule for the City of Bartlett, Tennessee and establishes the rates for fiscal year 2016-2017. Any rate or fee not included in the attached 2016-2017 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, 2017. 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 2017 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, 2017.

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 percent, 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, 2016.

FIRST READING: May 10, 2016

SECOND READING: May 24, 2016

THIRD READING: June 14, 2016

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1781)

Meeting: 05/10/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1781

Ordinance 16-06, 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 2016.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, hereinafter referred to as the 2016 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, 2016.

FIRST READING: May 10, 2016

SECOND READING: May 24, 2016

THIRD READING: June 14, 2016

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk