



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

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

INVOCATION

Opening Prayer by Grant Nixon, Christ Church

FUTURE MEETINGS

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

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

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

Planning Commission, May 5 at 7 p.m.

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

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

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

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

PUBLIC HEARING

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

- I. Resolution 06-14, a Resolution Approving a Special Use Permit for a Convenience Store with Gas Sales and to operate a General Automobile Repair Shop at 5735 Stage Road within the "C-G" General Business Zoning District.

UNFINISHED BUSINESS

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

CONSENT AGENDA

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

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

- 2 Artist contract for 2014-2015 BPACC Season. (Ron Jewell, Director of BPACC)**

Request approval of contract with Humorist Jeanne Robertson in the amount of \$11,000.

- 3 Bid for one 2014 Ford F-150 XL Pickup with Four-Wheel Drive. (Rick McClanahan, Director of Engineering)**

Recommend accepting the lowest bid from Golden Circle Ford, Inc. At a cost of \$20,906.88
Funds are available in account 311.48311.785.42012.

- 4 Subdivision contract for Culpepper Place. (Rick McClanahan, Director of Engineering)**

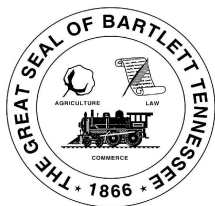
The developer, Bartlett Assisted Living, LLC., will pay \$82,582 in City fees. The bond is set at \$372,271.

- 5 Treasurer's Report for March 2014. (Dick Phebus, Director of Finance)**

NEW BUSINESS

No New Business

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, APRIL 8, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Elias Rogue, Great Oaks Church of Christ

FUTURE MEETINGS

Bartlett Historical Society, April 14 at 7 p.m.

BPACC Advisory Board, April 15 at 6 p.m.

Design Review Commission, April 15 at 7 p.m.

Historic Preservation Commission, April 21 at 7 p.m.

RECOGNITIONS

Finance Department receives Distinguished Budget Presentation Award from the Government Finance Officers Association

Mayor McDonald recognized Finance Director Dick Phebus for being given the Distinguished Budget Award from the Government Finance Officers Association.

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

MINUTES ACCEPTANCE

Minutes of the March 25, 2014 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

1 BRC Dash 'N' Splash Event. (David Thompson, Director of Parks and Recreation)

Minutes Acceptance: Minutes of Apr 8, 2014 7:00 PM (MINUTES ACCEPTANCE)

The event will be held Friday, April 11 beginning at 6:30 p.m. The course will begin and end at the Bartlett Recreation Center and run through surrounding streets.

This event was cancelled by the Parks and Recreation Department due to a lack of applicants.

2 Bid for weed control. (Bill Yearwood, Director of Public Works)

Recommend accepting the only bid from Herbi-Systems, Inc. at a cost of \$15,121.82.

Funds are available in 110.43600.179.

Bill Yearwood, Director of Public Works, explained that the \$15,121.82 amount is for one application of weed control. The annual cost is \$60,487.28 for all four applications. Mr. Yearwood noted that packets were sent to five companies, in addition to running a public notice in *The Commercial Appeal*.

Alderman Elliott asked what the benefit of the weed control program is. Mr. Yearwood explained that the City has been able to reduce the time spent cutting grass by about 12 weeks, six in the beginning of the season and six at the end. He said for every dollar spent on weed control, the City saves \$5 to \$8 on grass cutting.

NEW BUSINESS

1 Resolution 10-14, a resolution to donate surplus personal property to Fayette County, Tennessee. (Dick Phebus, Director of Finance)

Mayor McDonald asked Engineering Director Rick McClanahan to explain how this plotter is old enough to be replaced, but good enough to be donated. Mr. McClanahan said Fayette County will most likely use the plotter for parts, or repair it. The plotter is 14 years old and support from Hewlett Packard was no longer available.

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

OPEN DISCUSSION

Alderman Elliott invited the public to the Bartlett City Beautiful Commission Plant Sale from Friday, April 11 to Sunday, April 13. All the funds raised go toward Commission projects, like the Yard-of-the-Month and Christmas Lighting contests.

Sherry Simmons, 6583 Holly Hearth Cove, announced she's running for County Commission District 3.

Jonathan Johnson, 2764 Surrey Park Drive, asked the Board to consider amending Codified Ordinance 15-502 Parking Vehicles on Residential Streets. Mr. Johnson works for Bartlett Towing and asks that the ordinance be amended to allow tow trucks to be parked in residential areas or to classify them as emergency vehicles, like in the City of Memphis. Mr. Johnson said area police departments require tow trucks to be on a scene within 30 minutes. If trucks must be parked at the tow lot, it is difficult to make scenes within this amount of time.

Police Chief Gary Rikard noted that Bartlett Police require a one-hour reaction time for tow trucks.

ADJOURNMENT

Meeting adjourned at 7:17 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Apr 8, 2014 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 04/22/14 07:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Stefanie McGee

Department Head: Terry Emerick

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

WHEREAS, an application has been made for a Special Use Permit for a Convenience Store with Gas Sales and a General Automobile Repair Shop to be located at 5735 Stage Road within the “C-G” General Business Zoning District.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit for a Convenience Store with Gas Sales and a General Automobile Repair Shop to be located at 5735 Stage Road on Monday, March 3, 2014, in accordance with their regulations and recommended approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 22nd day of April 2014, and approved the Special Use Permit for a Convenience Store with Gas Sales and a General Automobile Repair Shop to be located at 5735 Stage Road, subject to the following conditions:

Engineering Conditions:

1. This lot was part of a legal lot which was 356 feet deep in 1924. In 1974, the middle section was deeded to an adjacent property owner, implying that the southern 60± feet had been previously transferred between 1924 and 1974.
2. Applicant should provide a grading plan to show the runoff direction, not into the street.
3. Greenspace is needed on this site when rebuilt. The requirement is 35 percent, which is not reasonable, but the existing, approximately 20 foot wide grass strip of land all along the south property line is recommended to be left green along with the existing green areas along the east and west property lines, and should not be a problem.

Planning Conditions:

1. On-site storage of vehicles, equipment, parts and tires shall be contained and screened from public view.
2. The applicant shall obtain Planning Commission and Design Review Commission site plan approval following the granting of the SUP.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for a Convenience Store with Gas Sales and a General Automobile Repair Shop to be located at 5735 Stage Road, incorporating the above listed conditions, is approved.

ADOPTED THIS 22nd day of April 2014.

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

A. Keith McDonald, Mayor

Attest:_____

Stefanie McGee, City Clerk

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

Application for Special Use Permit Approval to the Bartlett Planning Commission

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

Requested Special Use CONVENIENCE STORE & GENERAL AUTO REPAIR

Property Address 5735 STAGE RD BARTLETT, TN 38134

Present Zoning C-G

Owner/Developer Contact DARIN BOMMARITO Phone 853-1006

Company Name LAUREN AND HOPE PRODP. INC Fax 861-4195

Address 1011 W. POPLAR, COLLEERVILLE, TN 38017

Architect Contact _____ Phone _____

Company Name _____ Fax _____

Address _____

Engineer Contact PAUL BRAY Phone 383-8668

Company Name BRAY-DAVIS FIRM, LLC Fax 383-8720

Address 2950 STAGE PLAZA N BARTLETT, TN 38134

Submitted by PAUL BRAY Paul Bray 2/3/14
(printed name) (signature) (date)

Darin Bommarito, owner(s) of the property, hereby authorize the filing of this application.

DB Attach a checked-off "Special Use Permit Checklist" and all items required therein.

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

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

Information to be entered by City staff only:

Resubmittals

(See "Application Instructions: Planning Commission.")

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



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

Special Use Permit Checklist

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

- ☒ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
 - ☒ Adjoining public street rights-of-way
 - ☒ Area (acres)
 - ☒ Present zoning
 - ☒ Requested special use, including purpose (attach statement, one page maximum)
 - ☒ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - ☒ Drainage
 - ☒ Driveways
 - ☒ Parking area
 - ☒ Buffer planting areas
 - ☒ Type and location of any easements
- ☒ If Site Plan application and approval are necessary, conformance to Tree Ordinance is required.

- ☒ Other pertinent information as required through staff consultation.

- ☒ Legal description (may be attached to plot plan).

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

Vicinity Map

- ☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.
- ☒ One (1) 8 1/2" x 11" transparency of the vicinity map, for use with an overhead projector.

Property Owners

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



The Bray – Davis Firm, LLC.

Telephone 901-383-8668
Fax 901-383-8720

2950 Stage Plaza North
Bartlett, Tennessee 38134

February 3, 2014

Terry Emerick
Director of Planning
City of Bartlett
6400 Stage Road
Bartlett, Tennessee 38134

**RE: S.U.P. - for 5735 Stage Road
Bartlett, TN**

Dear Mr. Emerick,

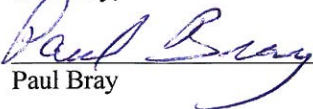
Please find attached an application for the above referenced property. This business is located in the C-G zoning district in Bartlett.

This application is to approve the following uses:

- convenience store with gas sales and
- general automotive repairs.

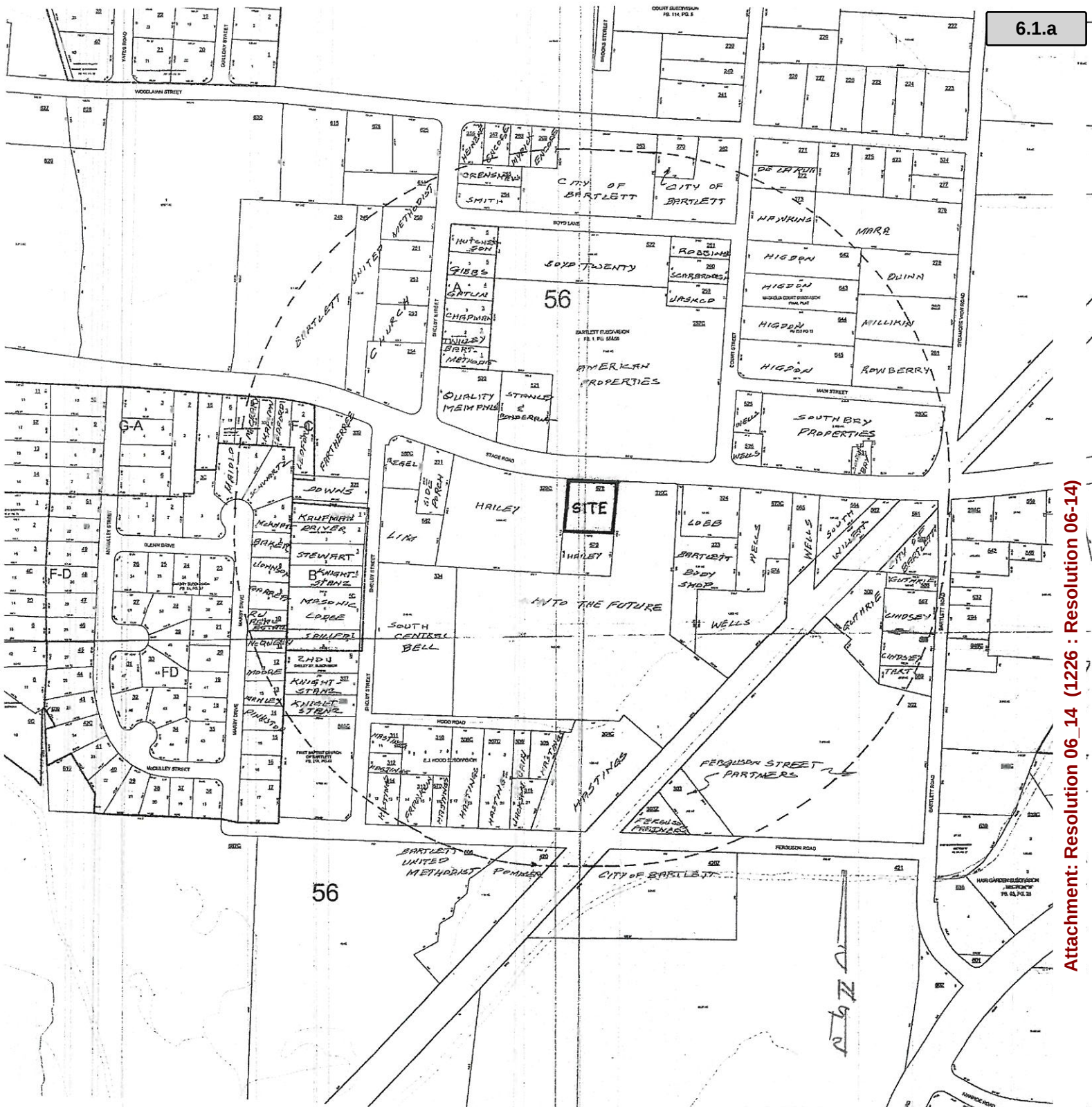
Additionally we are asking that the existing canopy be allowed to remain as an existing non-conforming structure. Thank you for considering this request. If you have any questions or need any additional information, please contact me.

Sincerely,


Paul Bray

RECEIVED
FEB 05 2014
CITY OF BARTLETT

Attachment: Resolution 06_14 (1226 : Resolution 06-14)



Bray – Davis Firm, LLC

2950 Stage Plaza North
Bartlett, Tennessee 38134
February 3, 2014

Scale 1"=400'+/-

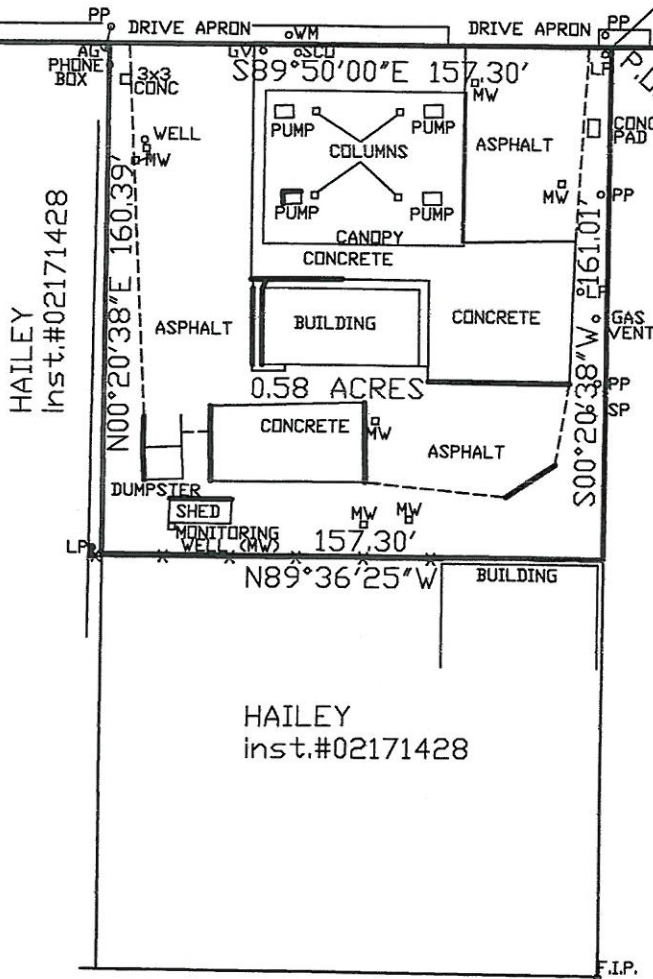
Telephone 901-383-8668
Fax 901-383-8720
E-mail braydavisfirm01@aol.com

FEB 05 2014

CITY OF BARTLETT

STAGE ROAD (71' R.O.W.)

322.94' TO THE PROJECTED
CENTERLINE OF COURT STR.



INTO THE FUTURE, LLC
Inst.#11030916

SCALE: 1"=60'
DATE: 12/31/13

THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEED TO THAT PROPERTY AND SHOWS ANY OTHER PERTINENT INFORMATION SUCH AS EASEMENTS, JOINT DRIVEWAYS, ETC. OF WHICH I HAVE BEEN ADVISED BY THE TITLE ATTORNEY.

NOTE: THIS FIRM DOES NOT PERFORM TITLE SEARCHES.

THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP # 47157C0303 G DATED February 6, 2013

A ONE STORY BRICK BUILDING AND OTHER STRUCTURES ARE LOCATED ON THIS PROPERTY AS SHOWN AND FURTHER IDENTIFIED AS 5735 STAGE ROAD,

I HEREBY CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE ERROR OF POSITIONAL ACCURACY DOES NOT EXCEED 1/10 OF A FOOT AT ANY PROPERTY CORNER SHOWN HEREON, AND THAT THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR THE STATE OF TENNESSEE.



**PROPERTY LINE SURVEY OF THE
TENNESSEE MARKET GROUP LLC PROPERTY
AS RECORDED BY INST. #01012201
IN THE SHELBY COUNTY REGISTER'S OFFICE
PROPERTY LOCATED IN
BARTLETT, SHELBY COUNTY, TENNESSEE**

PREPARED BY:
THE BRAY-DAVIS FIRM, LLC.
2950 STAGE PLAZA N.
BARTLETT, TN 38134
(901) 383-8668

HAILEY
Inst.#02171428

322.94' TO THE PROJECTED
CENTERLINE OF COURT STR.

DRIVE APRON

OWN

DRIVE APRON

DRIVE APRON

PP

AG

EV

SCB

N89°50'00"W 157.30'

PUMP

PUMP

PUMP

PUMP

EXISTING CANOPY
TO REMAIN

W

CONC

PROP. PARKING

WELL

PROP. PARKING AREA

EXISTING BUILDING
TO BE REMOVED

PROPOSED BUILDABLE AREA

PROPOSED AUTOMOBILE
REPAIR AREA

EXISTING BUILDING

EXISTING WELL

20' MIN. DL.

PROP. PARKING AREA

WASTE

BUILDING

N00°20'38"E 161.01'

INTO THE FUTURE, LLC
Inst.#11030916

DATE: 2/3/14
SCALE: 1"=20'

HAILEY
Inst.#02171428

PROPERTY LINE DESCRIPTION OF THE NSB ENTERPRISES INC. PROPERTY
ERLY BEING THE TENNESSEE MARKET GROUP, LLC PROPERTY AS
RDED BY INST. #01012201 IN THE SHELBY COUNTY REGISTER'S OFFICE.
ERTY LOCATED IN BARTLETT, SHELBY COUNTY, TENNESSEE.

NING AT A POINT IN THE SOUTH R.O.V. OF STAGE ROAD (71' R.O.V.), SAID POINT
322.94' WEST OF THE PROJECTED CENTERLINE OF COURT STREET (50' R.O.V.) AS
RED ALONG SAID SOUTH R.O.V.; THENCE N 89° 50' 00" V ALONG SAID SOUTH R.O.V.
TANCE OF 157.30' TO A POINT IN AN EAST LINE OF THE HAILEY PROPERTY
#02171428); THENCE S 00° 20' 38" V ALONG SAID EAST LINE A DISTANCE OF
TO A POINT IN A NORTH LINE OF SAID HAILEY PROPERTY; THENCE N 89° 36' 25" E
SAID NORTH LINE A DISTANCE OF 157.30' TO A POINT IN A WEST LINE OF THE
THE FUTURE, LLC PROPERTY (INST. #11030916); THENCE N 00° 20' 38" E
SAID WEST LINE A DISTANCE OF 161.01' TO THE POINT OF BEGINNING
ONTAINING 0.58 ACRES OF LAND.

PROPERTY IS FURTHER IDENTIFIED AS 5735 STAGE ROAD.

F.I.P.

CONCEPT PLAN
SPECIAL USE PERMIT
REQUESTED USE
CONVENIENCE STORE, GENERAL AUTOMOTIVE REPAIR
AND NON-CONFORMING STRUCTURE (CANOPY) TO REMAIN
BARTLETT, SHELBY COUNTY, TENNESSEE

Packet Pg. 13

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/22/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

**Special event permit for Legend of Stanky Creek Mountain
Bike Race.**



APPLICATION FOR SPECIAL EVENT

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

Nesbit Park, 5740 YALCRO

Address

38143

Zip Code

June 14-15, 2014

Dates of the Event

7A-7P

Hours of the Event

MT Bike Race

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

CITY OF BARTLETT

Property Owner

VICTOR CASIOR / STANKY CREEK CYCLING

Special Event Permit Applicant

6650 EASEWAY CV, BARTLETT

Address of Applicant

901-604-1604

Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

64.00 Total

clock 1748

[Signature] VICTOR CASIOR

Responsible Person

4/11/14

Date

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

APPROVAL

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

Attachment: Mountain Bike Race-June 14-15, 2014 (Nesbit Park) (1222 : Legend of Stanky Creek Mountain Bike Race)

Special Event Checklist

Event: LEGEND of STANK CREEK MTB BIKE RACE
 Location: NESBIT PARK
 Dates: JUNE 14-15, 2014

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			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.

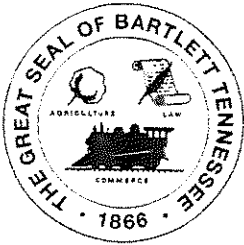
The application shall set forth and contain the following information:

	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.	2 corner of 1st & 4th
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.	Bottled WATER
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		✓	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		✓	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.	



City of Bartlett

PARKS & RECREATION

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

April 7, 2014

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

The Stanky Creek Cycling Mountain Bike Race 2014 has requested to use Nesbit Park on Saturday, June 14 and Sunday, June 15 from 7:00 a.m. until 7:00 p.m., for their mountain bike event. 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

cc: Victor Gasior
Stanky Creek Cycling
gasirov@yahoo.com

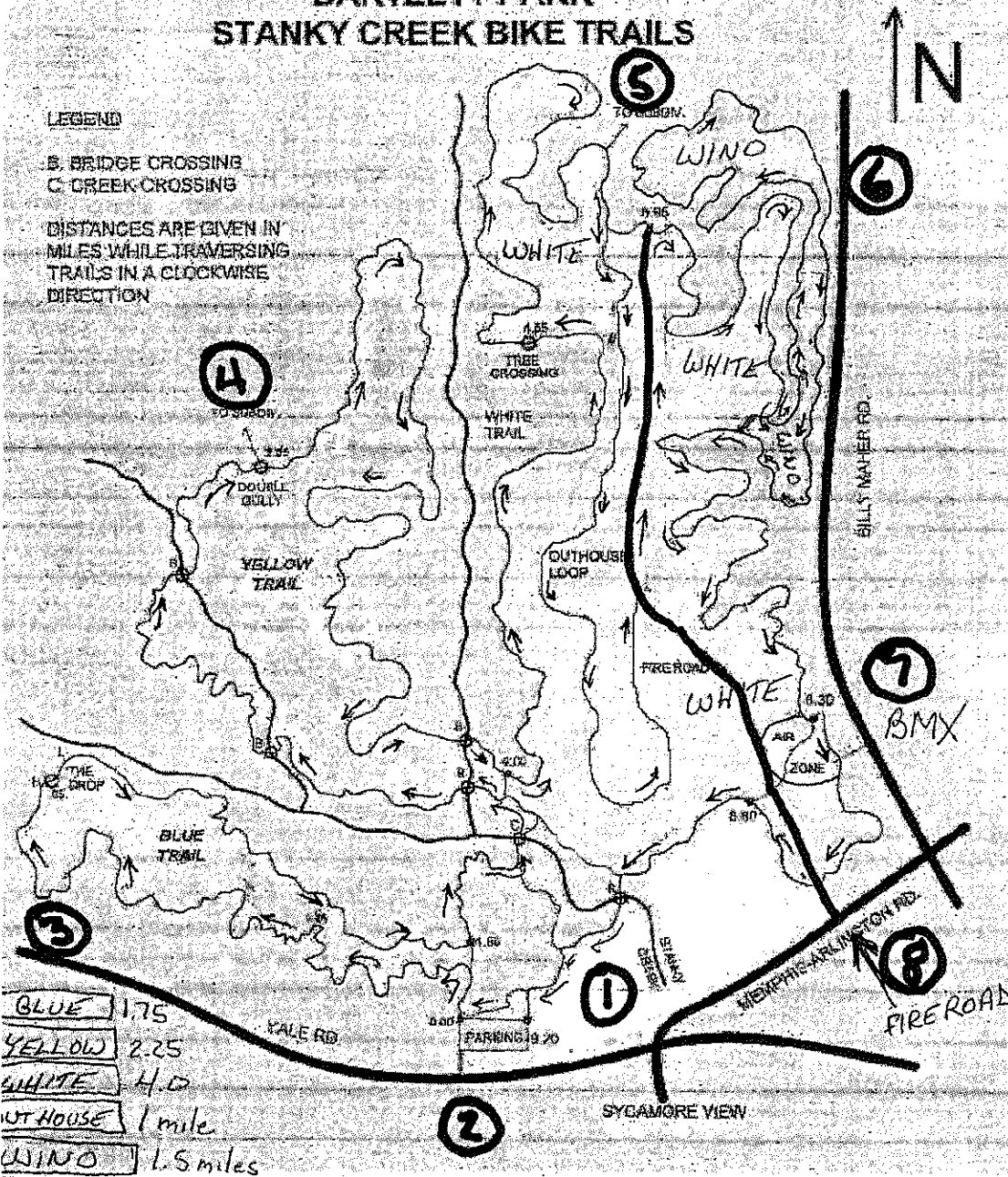
Attachment: Mountain Bike Race-June 14-15, 2014 (Nesbit Park) (1222 : Legend of Stanky Creek Mountain Bike Race)

BARTLETT PARK STANKY CREEK BIKE TRAILS

LEGEND

B. BRIDGE CROSSING
C. CREEK CROSSING

DISTANCES ARE GIVEN IN
MILES WHILE TRAVERSING
TRAILS IN A CLOCKWISE
DIRECTION





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/21/2014

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC# 20281-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21072943

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC	Y		79960314	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permitted events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett 6400 Stage Road Bartlett, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Coll: 4317116 Tpl: 1736263 Cert: 21072943 ©1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HRH18003

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2013	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2014-668
 Event Name: Legend of Stanky Creek TT and XC
 Event Location: Bartlett, TN
 Event Dates: 06/14/2014 - 06/15/2014

Certificate Holder is an Additional Insured with respects to Event #2014-668, Legend of Stanky Creek TT and XC, in Bartlett, TN on 06/14/2014 - 06/15/2014, but only with respect to the liability arising out of the Named Insured's Operations.

Attachment: Mountain Bike Race-June 14-15, 2014 (Nesbit Park) (1222 : Legend of Stanky Creek Mountain Bike Race)



Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2013 TO DECEMBER 31, 2014
Effective Date DECEMBER 31, 2013
Policy Number 7996-03-14
Insured USA CYCLING, INC.

Name of Company FEDERAL INSURANCE COMPANY
Date Issued OCTOBER 11, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

State Or Political Subdivision – Permits

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

Operations For State Or Political Subdivision

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

**Operations For State Or
Political Subdivision**

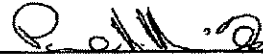
This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/21/2014

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC# 20281-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21072942

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			79960314	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permited events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER Stanky Creek Cycling Larry Dunn 5110 Mason Road Memphis, TN 38117	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
---	---

Coll: 4317116 Tpl: 1736263 Cert: 21072942 ©1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: **HRH18003**

LOC#: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314			
CARRIER Federal Insurance Company	NAIC CODE 20281-001	EFFECTIVE DATE: 12/31/2013	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2014-668
Event Name: Legend of Stanky Creek TT and XC
Event Location: Bartlett, TN
Event Dates: 06/14/2014 - 06/15/2014

Attachment: Mountain Bike Race-June 14-15, 2014 (Nesbit Park) (1222 : Legend of Stanky Creek Mountain Bike Race)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/21/2014

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC# 20281-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	

COVERAGES

CERTIFICATE NUMBER: 21072941

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC			79960314	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permitted events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER

CANCELLATION

Victor Gasior 6650 E Easeaway CV Bartlett, TN 38135	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
---	---

Coll: 4317116 Tpl: 1736263 Cert: 21072941 ©1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HRH18003

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314			
CARRIER Federal Insurance Company	NAIC CODE 20281-001	EFFECTIVE DATE: 12/31/2013	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2014-668
 Event Name: Legend of Stanky Creek TT and XC
 Event Location: Bartlett, TN
 Event Dates: 06/14/2014 - 06/15/2014

Attachment: Mountain Bike Race-June 14-15, 2014 (Nesbit Park) (1222 : Legend of Stanky Creek Mountain Bike Race)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/22/14 07:00 PM

Department: BPACC

Category: Contract

Prepared By: Stefanie McGee

Department Head: Ron Jewell

Artist contract for 2014-2015 BPACC Season.



Contract:	___/___/___
Received Deposit: \$	___
Date:	___/___/___

Agreement made this date, Monday, March 24, 2014, by and between (hereinafter referred to as Artist) and Bartlett Performing Arts and Conference Center (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

CONTRACT #: 68987

ARTIST(S): Jeanne Robertson AN EVENING WITH...

VENUE: Bartlett Performing Arts and 3663 Appling Road, Bartlett, TN 38133
Phone: 901-385-6440 Fax: 901-385-6438

DATE(S): Fri. March 27, 2015

TICKETS:	Quantity 350	@	Grs Price \$35.00	Cmp/Kls	Deduct	Net Price \$35.00	Discriptn GA	No. Days/Shws: 1 / 1
								Load In: Per Advance
								Snd Chck: Per Advance
								Doors Open: Per Advance
								Showtime(s): 8 PM
								Onstage: Per Advance
								Ages:
								Curfew:

GP: \$12,250.00	Capacities	Merchandising
Tax:	Per Show: 350	Artist sell:
Net: \$12,250.00	Total tkts: 350	Build sell:

TERMS: **\$11,000.00 Guarantee**

\$11,000 Guarantee PLUS Additional Provisions.

PLUS Purchaser agrees to provide and pay for High Quality Sound and Lights to meet with Artist's specifications and approval.

ADDITIONAL PROVISIONS: Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

Purchaser shall provide and pay for, as per Artist's specifications, any and all rider requirements.

Any and all box office and/or credit card "commissions" reflected in the final settlement will only be in relation to ticket sales onsite at the venue box office and not reflect any sales by a 3rd party ticketing system (i.e. ticketmaster, livenation ticketing) without the written authorization of the artist's agent. If Purchaser charges more than the agreed upon ticket price stated on the face of this contract, or admits more patrons into room than agreed upon capacity, the Artist will receive 100% of the difference between the contract price and amount of actual ticket charge and/or Artist will receive 100% of the difference between the contracted capacity and the actual amount of guests admitted. Artist gets 100% of all merchandising sold and any venue precedent or policy on a merch split must be agreed to in advance or Artist reserves the right to void this contract. Contract is not binding until signed by artist.

Offer is inclusive of all travel.

Purchaser shall provide and pay for Hotel Accommodations for Two (2) Nights

Artist to perform One (1) show. Showtime: 8 PM

PAYMENTS: \$5,500.00 US deposit made payable to APA, Inc. by cashier's check or bank wire only due by: September 1, 2014

The balance of the guarantee shall be paid to Artist or Artist's representative prior to the performance via cash, certified/cashier's check or money order and not later than the scheduled performance date if Purchaser fails to present the engagement.

All overage monies shall be paid to Artist immediately following performance via cash/certified/cashier's check only.

Agency for the Performing Arts, Inc. Bank Wire Information
Union Bank of California ABA#: 122 000 496 Account#: 4780064698 9460 Wilshire Blvd., Beverly Hills, CA 90212

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement. and shall be signed by all parties to this contract.

This contract and its attachments may be executed and exchanged electronically or by fax

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

X

C/O c/o APA, Inc. 135 W. 50th St. 17th Floor
New York, NY 10020
(212) 687-0092 Fax: (212) 245-5062

BOOKING AGENT: Marcus Levy

Bartlett Performing Arts and Conference Center
A. Keith McDonald

X

C/O 3663 Appling Road
Bartlett, TN. 38133
901-385-6440 Fax: 901-385-6438

CONTACT: Ron Jewell

Attachment: SKMBT_28314041511070.pdf (1227 : Jeanne Robertson artist contract)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 04/22/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Bid for one 2014 Ford F-150 XL Pickup with Four-Wheel Drive.

The State of Tennessee, Department of General Services, Central Procurement Office took bids from several vendors for vehicles to be purchased statewide and also by local municipalities.

Bids were received and awarded by the State on December 16, 2013.

Bids were requested and received on a four-wheel drive pickup, regular cab, V-6 engine, 6 ½ foot bed, and white in color.

Bidder	Total Base Bid
Golden Circle Ford, Inc	\$20,906.88

Please authorize the purchase of one 2014 Ford F-150 XL truck with four-wheel drive from Golden Circle Ford, Inc. for a total cost **\$20,906.88**. Funds are available in account 311.48311.785.42012.

This vehicle will replace a 2004 GMC truck, which currently has more than 125,000 miles. It is used every day by Engineering and Inspection; repairs are becoming costly.

Golden Circle Auto Group

Presents...



The 2014 Ford F-150 XL

4x4 Regular Cab Styleside 6.5' box 126" WB



Prepared For:
Prepared By: Steven Blackstock
Prepared On: February 22, 2014



Golden Circle Auto Group

February 22, 2014

Re: The 2014 Ford F-150 XL

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us. Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Steven Blackstock
Fleet Manager
731-554-7123
sblackstock@goldencircle.com

Golden Circle Auto Group

1432 Hwy 45 Bypass Jackson, Tennessee 38305

Home page: www.goldencircle.com Email: sblackstock@goldencircle.com

Attachment: SKMBT_28314041111280.pdf (1225 : Bid on a 2014 Ford F-150 XL Pickup Four Wheel Drive for the Engineering Department)

Prepared For:

Prepared By:

Steven Blackstock
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305



Selected Options

2014 Ford F-150

4x4 Regular Cab Styleside 6.5' box 126" WB XL (F1E)

Vehicle Snapshot

Engine: 3.7L V6 FFV
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: 3.73
GVWR: 6,650 lbs Payload Package

Code	Description	Class	MSRP
F1E	Base Vehicle Price (F1E)	STD	29,085.00
Packages			
101A	Equipment Group 101A Mid <i>(99M) Engine: 3.7L V6 FFV; (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X26) 3.73 Axle Ratio; (STDGV) GVWR: 6,650 lbs Payload Package; (T7B) Tires: P235/75R17 BSW A/T (5); (64C) Wheels: 17" Gray Styled Steel; (85A) Power Equipment Group; (61X) XL Plus Package; (86D) XL Decor Group; (66C) Communications Package; (535) Trailer Tow Package : Includes 7-pin wiring harness and class IV trailer hitch receiver.</i>	OPT	2,110.00
	Discount		-750.00
Powertrain			
99M	Engine: 3.7L V6 FFV <i>Torque: 278 ft.lbs. @ 4000 rpm.</i>	INC	Included
446	Transmission: Electronic 6-Speed Automatic <i>Includes tow/haul mode.</i>	INC	Included
X26	3.73 Axle Ratio	INC	Included
STDGV	GVWR: 6,650 lbs Payload Package	INC	Included
Wheels & Tires			
T7B	Tires: P235/75R17 BSW A/T (5)	INC	Included
64C	Wheels: 17" Gray Styled Steel	INC	Included
Seats & Seat Trim			

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43

Price Level: 420

QuoteID: <None>

Page 3

Selected Options Continued

Prepared By: Steven Blackstock
 Dealership: Golden Circle Auto Group

Code	Description	Class	MSRP
A	Vinyl 40/20/40 Front Seat w/101A	OPT	N/C
Other Options			
126WB	126" Wheelbase	STD	N/C
58B	Radio: AM/FM Stereo/Single-CD Player w/Clock <i>Includes auxiliary audio input jack, speed-compensated volume control and customer information display.</i>	INC	Included
85A	Power Equipment Group <i>Black Power Mirrors; Illuminated Entry; Perimeter Alarm; Power Door Locks : Includes integrated key transmitter keyless-entry (includes Autolock); Power Front Windows</i>	INC	Included
61X	XL Plus Package <i>(58B) Radio: AM/FM Stereo/Single-CD Player w/Clock : Includes auxiliary audio input jack, speed-compensated volume control and customer information display.; (50S) Cruise Control; MyKey : Owner controls feature.</i>	INC	Included
535	Trailer Tow Package <i>Auxiliary Transmission Oil Cooler; SelectShift Transmission; Upgraded Radiator. Includes 7-pin wiring harness and class IV trailer hitch receiver. REQUIRED for towing over 5,000 lbs.</i>	INC	Included
PAINT	Monotone Paint Application	STD	N/C
86D	XL Decor Group <i>Chrome Front & Rear Bumpers; (C) Cloth 40/20/40 Front Seat : Includes manual driver lumbar. For a \$500 MSRP National Discount consider ordering 85A, 86D and 61X.</i>	INC	Included
50S	Cruise Control	INC	Included
66C	Communications Package <i>SYNC Voice Activated Communication & Entertainment : Includes 911 assist and vehicle health reports. SYNC Applink provides control of certain smartphone applications using SYNC voice commands. Connect to apps like Pandora and more with your iPhone, Blackberry or Android platform mobile phone.; Additional Steering Wheel Audio Controls</i>	INC	Included

Interior Colors For : Primary w/XL (Regs)

AS	Steel Gray	OPT	N/C
----	------------	-----	-----

Primary Colors For : Primary w/XL (Regs)

YZ	Oxford White	OPT	N/C
----	--------------	-----	-----

Accessories and Aftermarket Options

light 1	4 corner LED lights <i>(4) surface mount clear LED lights</i>		\$595.00
acc	Cab steps <i>5 inch black tube cab steps</i>		\$495.00
lb2	LED Beacon light <i>Amber roof mounted LED beacon light</i>		\$255.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43

Price Level: 420

QuoteID: <None>

Page 4

Attachment: SKMBT_28314041111280.pdf (1225 : Bid on a 2014 Ford F-150 XL Pickup Four Wheel Drive for the Engineering Department)

Selected Options Continued

Prepared By: Steven Blackstock
 Dealership: Golden Circle Auto Group

Code	Description	Class	MSRP
------	-------------	-------	------

Vehicle Subtotal

(WT) ~~\$31,790.00~~ 31,040.00

Destination

~~\$1,195.00~~

Vehicle Subtotal (Including Destination)

~~\$32,985.00~~

32,235.00 (WT)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43

Price Level: 420

QuoteID: <None>

Page 5

Prepared For:

Prepared By:

Steven Blackstock
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305



Quotation

2014 Ford F-150

4x4 Regular Cab Styleside 6.5' box 126" WB XL (F1E)

	MSRP
Base Vehicle Price	29,085.00
Factory Options	1,360.00
Accessories & Other Items	1,345.00
Destination	1,195.00
Vehicle Total	32,985.00
Pre-Tax Adjustments	
discount	-11,328.12
Total Pre-Tax Adjustments	-11,328.12
Grand Total	21,656.88

Handwritten notes: 595.00, 32,235.00, 20,906.88, WT

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43

Price Level: 420

QuoteID: <None>

Page 6

Prepared For:

Prepared By:

Steven Blackstock
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305



Dimensions & Capacities

2014 Ford F-150

4x4 Regular Cab Styleside 6.5' box 126" WB XL (F1E)

Description	Value
Dimensions and Capacities	
Output	302 hp @ 6,500 rpm
Torque	278 lb.-ft. @ 4,000 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
City/hwy	16 mpg/21 mpg
Curb weight	5,031 lbs.
GVWR	6,650 lbs.
Front GAWR	3,450 lbs.
Rear GAWR	3,500 lbs.
Payload	1,670 lbs.
Front curb weight	2,903 lbs.
Rear curb weight	2,128 lbs.
Front axle capacity	4,050 lbs.
Rear axle capacity	4,100 lbs.
Front spring rating	3,450 lbs.
Rear spring rating	3,500 lbs.
Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.
Towing capacity	6,300 lbs.
5th-wheel towing capacity	6,300 lbs.
Front legroom	41.4 "
Front headroom	41.0 "
Front hiproom	60.5 "
Front shoulder room	65.9 "
Passenger area volume	64.8 cu.ft.
Length	213.2 "
Body width	79.2 "
Body height	76.0 "
Wheelbase	126.0 "
Front tread	67.0 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43

Price Level: 420

QuoteID: <None>

Page 7

Dimensions & Capacities Continued

Prepared By: Steven Blackstock
 Dealership: Golden Circle Auto Group

Description	Value
Dimensions and Capacities	
Rear tread	67.0 "
Turning radius	20.8 '
Fuel tank	26.0 gal.
Exterior cargo length	78.0 "
Exterior cargo minimum width	50.0 "
Exterior cargo volume	65.5 cu.ft.
Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "
Exterior cargo maximum width	interior maximum cargo volume

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43
 Price Level: 420 QuoteID: <None>

Page 8

Prepared For:

Prepared By:

Steven Blackstock
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305



Warranty

2014 Ford F-150

4x4 Regular Cab Styleside 6.5' box 126" WB XL (F1E)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT0520223

Printed on February 22, 2014 at 17:43

Price Level: 420

QuoteID: <None>

Page 9

2014 Ford F-150 4x4 Regular Cab Styleside 6.5' box 126" WB XL (F1E)

Engine: 3.7L V6 FFV

Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Oxford White

Interior (0 I) Steel Gray

**Standard Equipment**

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.7L V-6 DOHC w/SMPI 302hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P235/75R17 BSW AT S-rated tires
- AM/FM stereo
- Variable intermittent wipers
- Gray styled steel wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- Reclining front 40-20-40 split-bench seats
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer

STANDARD VEHICLE PRICE**\$29,085.00****OPTIONAL EQUIPMENT**

Equipment Group 101A Mid	\$2,110.00
Discount	\$750.00
Engine: 3.7L V6 FFV	INC
Transmission: Electronic 6-Speed Automatic	INC
3.73 Axle Ratio	INC
GVWR: 6,650 lbs Payload Package	INC
Tires: P235/75R17 BSW A/T (5)	INC
Wheels: 17" Gray Styled Steel	INC
Vinyl 40/20/40 Front Seat w/101A	N/C
126" Wheelbase	STD
Radio: AM/FM Stereo/Single-CD Player w/Clock	INC
Power Equipment Group	INC
XL Plus Package	INC
Trailer Tow Package	INC
XL Decor Group	INC
Cruise Control	INC
Communications Package	INC
Interior : Steel Gray	N/C
Primary : Oxford White	N/C

CITY MPG**16****HIGHWAY MPG****21**

Accessories and Incentives \$1,345.00

SUBTOTAL \$31,790.00

Destination \$1,195.00

TOTAL \$32,985.00

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/22/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

Subdivision contract for Culpepper Place.

Culpepper Place is a new site on Hwy 70 behind Cedar Hall. This is a Site Plan Contract and has been reviewed by the owner, Bartlett Assisted Living, LLC.

COMMERCIAL SITE PLAN CONTRACT

Rev. – 7/07

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION is in the process of approving
a Site Plan entitled **Culpepper Place of Bartlett** made by the DEVELOPER; and
WHEREAS, the CITY PLANNING COMMISSION has by resolution of
February 3, 2014 approved the Construction Plan and established certain conditions
for approval of the **Site Plan and Dedication Plat** of said **Site** 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

Attachment: forme1094 Culpepper (1224 : Culpepper Place of Bartlett - Contract)

WHEREAS, this **Site Plan** 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 premises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plan, 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 installation 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 **site plan** 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 **site**.

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 **site**, 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 **Dedication** Plat of said **site plan**.

6. That all easements granted by the DEVELOPER, to be recorded on the **Dedication** Plat of said **site plan**, shall be specifically reserved for the use or uses noted on the approved

Construction Plan.

7. That the DEVELOPER shall enter into a contract with the Memphis Light, Gas and Water Division for electrical power service to each lot within said site. All primary feeders **and service to the site and within the site** shall be underground to pad-mounted transformers discreetly located to the side or rear of individual buildings with appropriate developer installed screening. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located in the same manner as the pad mounted transformers.

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 installations 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 Commercial development within the **site**, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, Commercial 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 degradable materials to a permitted landfill, and not bury any such materials within the limits of said **site** (except if they are permitted to burn by Shelby County Health 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 site is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site in accordance with the approved Construction Plans and **Dedication** 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 incidents 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 requiring approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasket reinforced concrete, pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the site, 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 apart of this contract as if specifically set out. Said plans and development plat shall bear 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 approved 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

Attachment: forme1094 Culpepper (1224 : Culpepper Place of Bartlett - Contract)

DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved, a 2 inch wearing surface of asphalt will be applied. This course will be paid for 100% by the DEVELOPER prior to placing the asphalt. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements)

2. That the DEVELOPER shall install, at his expense, permanent street name sign markers.

All street name signs and posts, to be fabricated in accordance with the standards and specifications of the CITY, shall be in place before final acceptance of the subdivision.

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, upon approval by the PLANNING COMMISSION, shall deposit funds with the CITY in an amount equal to one-hundred and ten percent (110%) of the current installation cost as determined by the CITY ENGINEER.

That with approval of the PLANNING COMMISSION, the DEVELOPER may defer to individual builders for lots within the subdivision, 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. The DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been constructed individual builders and appropriate bond amount shall be retained by the City until 100% complete.

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 pave to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and pave 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 that required by the Subdivision Regulations and the 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 with the approval of the Planning Commission and shall be so noted on the Final Plat of said subdivision (OPTIONAL PROVISION WHERE APPLICABLE)

8. That the CITY is not responsible for street repairs within private streets. The responsibility of repairing said streets will be that of the owners and/or owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

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 will be installed at the same time as the wearing surfaces are applied.

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 **site** 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 cost 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 sewer system, water service system and with a qualified contractor licensed in the State of Tennessee, provided however, the 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.
3. The DEVELOPER to pay \$3,000.00 per **tap for the** water connection fee.

V**WATER SERVICE EXPANSION FEE**

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 **site**.

VI**SEWER SERVICE**

That the DEVELOPER shall proceed as under Section IV (2), herein, to install a City of Bartlett approved sewage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said **site**, and sewer laterals to the front on each lot within the said **site**.

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. 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.

VII**SEWER CONNECTION CHARGE**

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$33.00 per front footage for each lot or \$2,333.00 per acre in said subdivision and such fee shall be paid as part of this subdivision 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 site 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 sediment or debris from drainage flowing from said site.

Further, the DEVELOPER shall bear the expense of erosion and sediment control 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 excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. The DEVELOPER shall immediately provide satisfactory erosion control in accordance with MS-4 policy and the storm water ordinance.

3. That the DEVELOPER shall maintain work sites within and without the **site** in a manner which will prevent sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted to continue work required to comply with this Section in accordance with the Stormwater Ordinance. 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 **site**, 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 site 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 or a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the site shall be constructed. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the site 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 site and discharge all waters reasonably expected to flow from the site so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the

site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said **site** 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 sites within the **site**. Said plan shall be compatible with the overall drainage plan for the **site** 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 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 channeled 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 DEVELOPER'S 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 any public 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.

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 site 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

written 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 one (1) year warranty period 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.
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

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 site 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 and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated.

XV

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 **site**, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITONS

1. Once the shoulder and driveway work commence along Highway 70, the Developer shall expeditiously complete the work to minimize the length of time traffic control is in place. This shall also be coordinated with the MLGW work to relocate the power poles.
2. This contract only covers fees related to the site for Culpepper Place Assisted Living, and does not cover any fees due related to the approximately 14 acres outparcel adjacent to this lot and owned by the same entity.

XVI
PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
CULPEPPER PLACE OF BARTLETT

I. Due at Execution of Site Plan Contract and before Construction begins:

1. Water Plant Expansion - 15% of
Water Main Cost (Water Main Cost = \$117,691) \$ 17,654.

2. a. Water System Engineering and
Site Plan Review @ 6% of Water Main Cost \$ 7,061.
b. Subdivision and Site Plan Review Fee @ \$175.00 per
lot or 1.5% of public improvement cost, whichever
is greater.
\$175 x 1 = 175
1.5% x 372,271 = 5,584 \$ 5,584.

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

4. Water Connection Fee @ \$3,000.00 per lot
2 taps \$ 6,000.

5. City Site Plan Inspection @ (3%) of
Development Cost = \$11,168
or \$300.00 per lot = \$300
whichever is greater
Developer Cost = \$ 372,271 \$ 11,168.

6. Cost of Water and Sewer Mains to the Site \$ 0.

- SEWER BASIN: south
7. Sewer Connection Charge at Greater
of either @ \$2,333 per acre or = 19783.84
\$33 Per Front Foot = 20041.23 \$ 20,041.

Attachment: forme1094 Culpepper (1224 : Culpepper Place of Bartlett - Contract)

DRAINAGE BASIN: south

8. a Drainage control fee for those lot not served by a detention basin @ \$500.00 per half acre or fraction thereof (in multiples of \$500) = 8480 \$ 0.

b. Drainage control fee for those lots served by a detention basin @ \$250.00 per half acre or fraction thereof (in multiples of \$250) = 4240 \$ 4,250.

9. City's Portion of Water Improvements \$ 0.

TOTAL DUE CITY \$ 71,783.

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) \$ 10,799.

2. Street Light (Estimated Construction Cost) \$ 0.

TOTAL DUE II \$ 10,799.

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND) \$ 372,271.

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

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: forme1094 Culpepper (1224 : Culpepper Place of Bartlett - Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/22/14 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for March 2014.

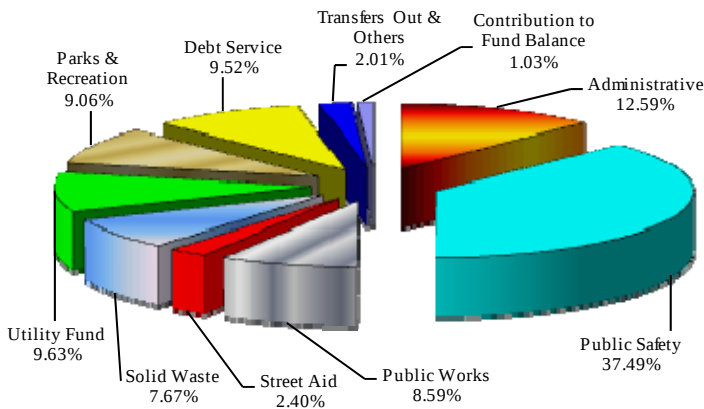


City of Bartlett

FINANCIAL REPORT

March 31, 2014

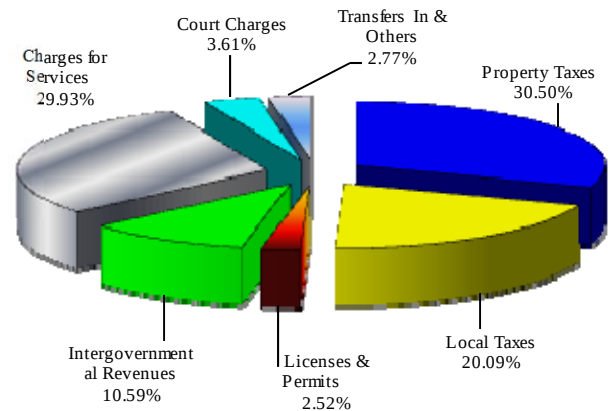
Total Expenditures, FY 2014 Budget: \$62,822,095



BUDGET HIGHLIGHTS

- Local Sales Tax & Property Taxes collections are within budget.
- Property taxes are delinquent March 1, delinquent notices have been mailed.
- Fiscal Year 2015 budget requests are being reviewed by the Mayor and CAO.

Total Revenues, FY 2014 Budget: \$62,822,095



FY 2014 YEAR-TO-DATE For The Period Ending March 31, 2014

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,432,819	\$ 4,588,775
Public Safety	22,746,860	17,202,844
Public Works	5,214,132	3,679,284
Parks and Recreation	5,023,492	3,626,482
Performing Arts	601,966	426,013
Transfers & Other Gen. Fund Items	500,000	1,227,800
Subtotal	\$ 41,519,269	\$ 30,751,197
General Fund Revenues		
Property Taxes	\$ 18,931,000	\$ 18,924,223
Local Taxes	9,495,860	6,959,102
Building and Development Fees	1,563,450	1,039,958
Intergovernmental	4,960,500	2,600,877
Charges for Services	3,765,384	2,553,646
Court Charges	1,945,000	1,223,910
Other Revenue	858,075	254,710
Subtotal	\$ 41,519,269	\$ 33,556,427
Special Rev. Funds -Expenditures	\$ 8,171,631	\$ 6,513,671
Special Rev. Funds -Revenues	\$ 8,171,631	\$ 7,001,994
Utility Expenses	\$ 8,849,100	\$ 5,270,661
Utility Revenues	\$ 8,849,100	\$ 6,329,258
Debt Service Expenditures	\$ 4,282,095	\$ 4,065,123
Debt Service Revenues	\$ 4,282,095	\$ 2,707,126
Total Expenditures	\$ 62,822,095	\$ 46,600,652
Total Revenues	\$ 62,822,095	\$ 49,594,804

Note: FY 2014 Adopted Budget includes use of fund balance in General Fund and the Debt Service Fund.

Attachment: Mar14FinRpt (1229 : Treasurer's Report for March 2014)



City of Bartlett -- Financial Summary For The Period Ending March 31, 2014



	FY 2013 Actual	FY 2014 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2013	Year-to-Date Actual FY 2014	Increase/ Decrease in \$	Percent of FY 2013 Actual	Percent of FY 2014 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,378,944	\$ 7,432,819	\$ 1,053,875	\$ 4,543,330	\$ 4,588,775	\$ 45,445	71.22%	61.74%	-9.49%
Public Safety	22,440,029	22,746,860	306,831	16,765,959	17,202,844	436,885	74.71%	75.63%	0.91%
Public Works	4,770,744	5,214,132	443,389	3,476,500	3,679,284	202,784	72.87%	70.56%	-2.31%
Parks and Recreation	4,787,759	5,030,052	242,293	3,399,317	3,626,482	227,165	71.00%	72.10%	1.10%
Performing Arts	543,777	595,406	51,629	377,599	426,013	48,414	69.44%	71.55%	2.11%
Transfers & Other Gen. Fund Items	300,000	500,000	200,000	100,000	1,227,800	1,127,800	33.33%	245.56%	212.23%
Total General Fund Expenditures	\$ 39,221,253	\$ 41,519,269	\$ 2,298,016	\$ 28,662,705	\$ 30,751,197	\$ 2,088,492	73.08%	74.06%	0.99%
General Fund Revenues									
Property Taxes	\$ 18,733,191	\$ 18,931,000	\$ 197,809	\$ 17,186,245	\$ 18,924,223	\$ 1,737,977	91.74%	99.96%	8.22%
Local Taxes	9,198,352	9,495,860	297,508	6,019,734	6,959,102	939,368	65.44%	73.29%	7.84%
Building and Development Fees	1,461,838	1,563,450	101,612	947,257	1,039,958	92,701	64.80%	66.52%	1.72%
Intergovernmental	4,736,674	4,960,500	223,826	2,547,093	2,600,877	53,784	53.77%	52.43%	-1.34%
Charges for Services	3,622,349	3,765,384	143,035	2,395,407	2,553,646	158,239	66.13%	67.82%	1.69%
Court Charges	1,904,088	1,945,000	40,912	1,342,778	1,223,910	(118,868)	70.52%	62.93%	-7.59%
Other Revenue	668,779	858,075	189,296	476,272	254,710	(221,561)	71.22%	29.68%	-41.53%
Total General Fund Revenues	\$ 40,325,271	\$ 41,519,269	\$ 1,193,998	\$ 30,914,786	\$ 33,556,427	\$ 2,641,641	76.66%	80.82%	4.16%
Special Revenue Funds									
Street Aid Fund	\$ 1,396,212	\$ 1,490,000	\$ 93,788	\$ 943,830	\$ 1,075,895	\$ 132,066	67.60%	72.21%	4.61%
Solid Waste Fund	5,312,880	5,262,309	(50,571)	4,095,209	3,981,386	(113,823)	77.08%	75.66%	-1.42%
General Improvement Fund	861,532	630,000	(231,532)	607,507	479,057	(128,450)	70.51%	76.04%	5.53%
Drug Enforcement Fund	174,838	382,800	207,962	134,569	183,843	49,275	76.97%	48.03%	-28.94%
DEA Enforcement Fund	63,265	140,900	77,635	62,366	2,881	(59,485)	98.58%	2.04%	-96.53%
Drainage Control Fund	93,443	119,408	25,965	72,151	76,684	4,533	77.21%	64.22%	-12.99%
Park Improvement Fund	0	0	0	0	2,411	2,411	0.00%	0.00%	0.00%
Grant Funds	1,569,865	0	(1,569,865)	426,497	711,514	285,017	27.17%	0.00%	-27.17%
Special Revenue Funds - Expenditures	\$ 9,472,037	\$ 8,171,631	\$ (1,446,620)	\$ 6,342,128	\$ 6,513,671	\$ 171,543	66.96%	79.71%	12.75%
Special Revenue Funds - Revenues	\$ 9,070,435	\$ 8,171,631	\$ (898,804)	\$ 5,658,842	\$ 7,001,994	\$ 1,343,152	62.39%	85.69%	23.30%
Utility Fund									
Total Utility Operations	\$ 5,365,766	\$ 5,976,698	\$ 610,932	\$ 3,858,374	\$ 3,793,329	\$ (65,044)	71.91%	63.47%	-8.44%
Total Utility Debt Expenses	1,554,525	1,628,832	74,307	1,475,667	1,477,332	1,665	94.93%	90.70%	-4.23%
Contribution to Fund Balance	0	1,243,570	1,243,570	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 6,920,292	\$ 8,849,100	\$ 1,928,808	\$ 5,334,040	\$ 5,270,661	\$ (63,379)	77.08%	59.56%	-17.52%
Total Utility Revenues	\$ 8,552,001	\$ 8,849,100	\$ 297,099	\$ 6,433,110	\$ 6,329,258	\$ (103,852)	75.22%	71.52%	-3.70%
Debt Service Fund									
Total Debt Service Expenditures	\$ 3,696,482	\$ 4,282,095	\$ 585,613	\$ 3,568,750	\$ 4,065,123	\$ 496,373	96.54%	94.93%	-1.61%
Total Debt Service Revenues	\$ 3,648,238	\$ 4,282,095	\$ 633,857	\$ 2,148,587	\$ 2,707,126	\$ 558,538	58.89%	63.22%	4.33%
Total Expenditures	\$ 59,310,063	\$ 62,822,095	\$ 3,365,818	\$ 43,907,624	\$ 46,600,652	\$ 2,693,029	74.03%	74.18%	0.15%
Total Revenues	\$ 61,595,945	\$ 62,822,095	\$ 1,226,150	\$ 45,155,325	\$ 49,594,804	\$ 4,439,479	73.31%	78.94%	5.64%