



BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, DECEMBER 12, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Marty Tartera, New Hope Christian Church

FUTURE MEETINGS

Historic Preservation Commission, December 18 at 7 p.m.

Bartlett Arts Council, December 19 at 6:30 p.m.

Design Review Commission, December 19 at 6:30 p.m.

Board of Education, December 21 at 7 p.m.

City Beautiful Commission, January 4 at 6:30 p.m.

Industrial Development Commission, January 4 at 7 p.m.

Family Assistance Commission, January 8 at 6 p.m.

Bartlett Historical Society, January 8 at 7 p.m.

Planning Commission, January 8 at 7 p.m.

Bartlett Station Commission, January 10 at 7:30 a.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the November 28, 2017 Board of Mayor and Aldermen Regular Meeting

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

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 17-07, an ordinance to amend Title 17, Chapter 1, Sections 101, 102, and 105, and add Section 106 of the Codified Ordinances to address yard waste removal. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS] Next: 1/9/2018 7:00 PM
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

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

- I **Special event permit for the Winter Cross Country Series Races. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sundays, January 28 and February 18, 2018 from 2 to 4 p.m. at Nesbit Park.
- 2 **Bid for Fly Space Exterior Wall at Bartlett Performing Arts and Conference Center. (Dick Phebus, Director of Finance)**
Recommend accepting the lowest bid from Dan Walker at a cost of \$99,000 plus a contingency amount of \$15,000 for a total cost of \$114,000. Funds are available in Account 311.48311.780.59118.
- 3 **Proposal for Americans with Disabilities Act Transition Plan. (Rick McClanahan, Director of Engineering)**
Recommend accepting the proposal from Kimley Horn to identify and quantify costs of City facilities' major ADA deficiencies. The final cost to the City will be \$30,000 thanks to an 80/20 grant. Funds are available 311.31148311.780.455.
- 4 **Planning Commission Report for November 2017. (Kim Taylor, Director of Planning and Economic Development)**
- 5 **Treasurer's Report for October 2017. (Dick Phebus, Director of Finance)**

NEW BUSINESS**I Appeal of the Design Review Commission's denial of the proposed third tenant identification wall sign for Red Wing Shoes, located at 2916 Kate Hyde Blvd. (Kim Taylor, Director of Planning and Economic Development)**

Ms. Taylor explained that Red Wing Shoes currently has a wall sign on the south side and the west side of the building, in addition to a sign on the multi-tenant sign at the intersection of Highway 64 and Kate Hyde Blvd. The request is for an additional wall sign on the north side of the building facing the shared access drive with Wal-Mart. Based on the building's linear frontage, the business can have 35 square feet of signage. Its current signage is 30.17 sq. ft. The request for a third wall sign would increase the total signage to 56.11 square feet. Red Wing Shoes was offered a compromise of placing a four-square-foot logo on the north side of its building, but chose to appeal the Design Review Commission's decision instead. The Commission denied the request because it exceeds the amount of signage allowed by ordinance.

Alderman Elliott, the Board's liaison to the Design Review Commission, reiterated that Red Wings' request exceeds the ordinance amount allowed. She added that the Commission has not allowed other businesses in this area to exceed the ordained signage amount.

The applicant's representative Marilyn Brennan with Egan Sign, located at 1100 Berkshire Blvd, Wyomissing, Pennsylvania, explained that when the sign plan was first created, it did not take into account the high volume of traffic coming from the north side of the building. She stated that potential customers driving south on Kate Hyde will not see a sign for the store until they are past it, and past a point they can turn onto the property since there is a hard median dividing the street. Ms. Brennan stated that the impetus for the additional wall sign request is safety. The building is sandwiched between Panera Bread and East Coast Wings, and the position of the store and concern for driver safety caused a need for third wall sign. Typically Red Wing Shoes only has two wall signs.

Alderman Pleasant said while he wants to help Red Wing, he doesn't believe its right to help this business and to have denied previous businesses for the same request. Ms. Brennan responded that she understands the dilemma, but this request is not for additional advertising, but for safety due to traffic patterns.

Vice Mayor Young voiced his frustration that Red Wing refused the logo compromise, and chose to appeal.

Alderman Elliott said she didn't think Red Wings' sign situation was unique in that many businesses, particularly on Kirby-Whitten Road, have only one sign on the front of their business because they are in a strip center and customers only have one chance to see it. She encouraged Ms. Brennan to accept the compromise on behalf of her client.

Alderman Simmons asked if Red Wing Shoes is really concerned about Wal-Mart customers seeing the sign. He said if the business wanted those customers to notice the store, Red Wing would've accepted the logo compromise. He asked if the company could move the sign later if they decide placement would be better on the north side of the building. Alderman Elliott and Ms. Taylor said the company could move the sign with administrative approval and completing another sign permit.

Alderman Parsons pointed out that neither wall sign states that it is a shoe store, so if a customer isn't already familiar with Red Wing Shoes, they won't know what the store sells. He added that an additional 21 square foot of signage is not a reasonable request.

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

2 Resolution 50-17, a resolution to donate approximately 20 acres of real property located at 3375 Appling Road to the State of Tennessee for the purpose of building a Tennessee College of Applied Technology campus. (Mark Brown, Chief Administrative Officer)

Mr. Brown explained that the City wishes to donate 20 acres of land at the corner of Brother and Appling to the State of Tennessee Board of Regents for a Tennessee College of Applied Technology campus. The Board approved the land purchase July 11, 2017.

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

3 First Reading of Ordinance 17-08, an ordinance to amend Title 11, Chapter 3, Section 306 of the Codified Ordinances of the City of Bartlett, Tennessee to amend the use of watercraft upon public, municipal waters. (Shan Criswell, Director of Parks and Recreation)

Mrs. Criswell explained that the current ordinance only prohibits motorized watercraft, but not kayaks, canoes or other similar vehicles. This change will prohibit all watercraft from municipal waters.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 1/9/2018 7:00 PM
MOVER:	Emily Elliott, Alderman	
SECONDER:	David Parsons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

Assistant Fire Chief Danny Baxter spoke on the occasion of his last Board of Mayor and Aldermen meeting. Chief Baxter will retire from the City of Bartlett after 31 years of service on December 31, 2017. He expressed gratitude to Mayor McDonald for appointing him Assistant Fire Chief and adding him to his management team 11 years ago. He thanked the aldermen for their support. He thanked Fire Chief Terry Wiggins for his support and patience. He thanked the department directors, his coworkers and all the employees he's served with; Chief Baxter said it has been a team effort and he will think of those with fondness.

Each of the Aldermen wished the citizens a Merry Christmas.

ADJOURNMENT

Meeting adjourned at 7:37 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 28, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Monty West, Bartlett Baptist Church

FUTURE MEETINGS

Family Assistance Commission, December 4 at 6 p.m.

Planning Commission, December 4 at 7 p.m.

Bartlett Station Commission, December 6 at 7:30 a.m.

City Beautiful Commission, December 7 at 7 p.m.

Bartlett Historical Society, December 11 at 7 p.m.

RECOGNITIONS

Fire Department check presentation to WINGS Supportive Care

Fire Chief Terry Wiggins explained that the Fire Department sold Pink Heals t-shirts to raise funds for the WINGS Supportive Care Division of the University of Tennessee West Cancer Center. Chief Wiggins and his department staff presented Keri Burnette and Valerie Matthews, West Cancer Center, with a check for \$4,000.

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

MINUTES ACCEPTANCE

Minutes of the November 14, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Nov 28, 2017 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Bid for two riding mowers. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Wooten for \$13,306 for one 60-inch mower and \$13,805 for one 72-inch mower, a total cost of \$27,111.00. Funds are available in Account 311.48311.785.30718.
- 2 Bid for one Ford F-350 with utility crane bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Country Ford at a cost of \$48,884.00. Funds are available in Account 311.48311.785.30718.
- 3 Bid for one 2018 International Flat Bed Truck. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Summit Truck at a cost of \$83,500.00. Funds are available in Account 311.48311.785.30718.
- 4 Bid for one single-axle truck with 10-foot dump body and snow plow/ salt spreader. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Summit Truck at a cost of \$111,064.00. Funds are available in Account 311.48311.785.30718.
- 5 Bid for one tandem-axle truck with 16-foot dump body and snow plow/salt spreader. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Tag Truck at a cost of \$152,450.00. Funds are available in Account 311.48311.785.30718.
- 6 Bid for City Hall Interior Renovation, Phase 2. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from S. Webster Haining & Co. in the amount of \$146,569.00, plus a contingency amount of \$28,431.00 for a total cost of \$175,000.00. Funds are available in Account 311.48311.780.11018.

NEW BUSINESS

- 1 Appoint Tommy Gately as Assistant Fire Chief. (A. Keith McDonald, Mayor)**
Lieutenant Gately will be sworn in Friday, December 29 at 11 a.m. by Mayor McDonald in the City Hall Council Chamber. His term will begin January 1, 2018 and end December 31, 2018.

Minutes Acceptance: Minutes of Nov 28, 2017 7:00 PM (MINUTES ACCEPTANCE)

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

2 First Reading of Ordinance 17-07, an ordinance to amend Title 17, Chapter I, Sections 101, 102, and 105, and add Section 106 of the Codified Ordinances to address yard waste removal. (Mark Brown, Chief Administrative Officer) The public hearing to be set for January 9, 2018.

Chief Administrative Officer Mark Brown stated that earlier this year the Board held a work session to discuss how to address the excessive amount of residential yard waste. The Board and administration wanted to avoid adding several additional crews and equipment due to high costs.

This ordinance increases the amount of yard waste to be picked up to 12 cubic yards, nearly double the current amount. It also adds a process if the property owner places more than 12 cubic yards at the curb at one time. Either the City will pick it up for an additional fee, the resident can drop it off, or hire a contractor to remove it. This amendment also added that the mayor could make exceptions to the ordinance and can set different procedures during an emergency.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 12/12/2017 7:00 PM
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Mayor McDonald wished the citizens a happy, safe holiday season. He asked that if anyone drinks alcohol while out that they find a safe way home.

Debbie Gelineau, Director of Community Relations, announced the annual Christmas parade will be Saturday, December 2 starting at 4 p.m., and will run from the traffic light in front of McDonald's to Shelby Street.

ADJOURNMENT

Meeting adjourned at 7:15 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Nov 28, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

ORDINANCE (ID # 2259)

Meeting: 12/12/17 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2259

Ordinance 17-07, an ordinance to amend Title 17, Chapter 1, Sections 101, 102, and 105, and add Section 106 of the Codified Ordinances to address yard waste removal.

WHEREAS, residents are removing and disposing of increased natural yard waste than in years past, and

WHEREAS, it is the intent and purpose of the City of Bartlett to collect such waste in a timely and cost-efficient manner, and

WHEREAS, the increase in yard waste removal has caused a strain the Public Works' staff, equipment, and budget, and

WHEREAS, amendments to the Codified Ordinances will alleviate these strains and continue to allow the City to serve its citizens in the best manner possible, and

NOW THEREFORE BE IT HEREBY ORDAINED that the Board of Mayor and Aldermen amend Title 17, Chapter 1, Sections 101, 102, and 105 by repealing and replacing each in its entirety and adding Section 106 as follows:

17-101 Yard Waste Removal.

All residences within the City of Bartlett will receive yard waste collection service. Citizens have the option to purchase a yard waste cart from the Public Works Department for yard/natural debris. Bagged debris and yard waste carts will be collected during weekly garbage collection.

Larger yard waste, such as tree limbs, shrubs or bushes, will be collected weekly when placed in piles of 12 cubic yards or less. Piles should be placed curbside away from structures such as mailboxes, fire hydrants, and utility poles. Additionally, no loose yard debris should be placed near drainage ditches, gutters, storm drains, or on the street pavement or sidewalk.

During autumn and winter seasons, leaves may be placed loose (unbagged) in a dome-shaped pile no more than five feet from the street surface and not on the sidewalk. Debris should never be placed on the road way. Loose leaf collection times will not likely coincide with weekly garbage collection.

~~17-101. Notice to remove. Upon the failure of any owner or property within the city to remove rubbish or refuse from his property and dispose of it in accordance with the law, it~~

~~shall be the duty of the sanitation department of the public works division to serve a notice on the owner of such property to clean the property, within five (5) days of the service of such notice. Such notice may be served personally on the owner of the property, may be mailed to the last known address on such owner by registered or certified mail or may be posted on the property on which such refuse exists. Service of notice by any of the above methods shall be due notice to such owner.~~

17-102 Excess Yard Waste.

If more than 12 cubic yards of yard waste is set out for a single pickup, the Public Works Department will notify the resident that the amount is in excess of City ordinance. Upon notice of excess, the resident will have five business days to remove the excess yard waste. Such notice may be served personally on the owner of the property, may be mailed to the last known address on such owner by registered or certified mail or may be posted on the property on which such refuse exists. Service of notice by any of the above methods shall be due notice to such owner.

Citizens have three options to remove excess yard waste within the five-business-day time frame:

- 1) Hire a professional contractor to remove the excess yard debris.
- 2) Personally transport the yard debris to the City's Solid Waste facility at a time pre-arranged with Solid Waste Division.
- 3) Contact the City's Solid Waste Division for a cost estimate to pick up the excess yard waste. Cost will be based on the current average commercial rate, and/or set by resolution. It is subject to change in the City's annual budget ordinance.

~~17-102. Removal. (1) In addition to the fine referred to in § 17-105 upon failure of any owner of lots or lands in the city to clean the property described in the notice mentioned in § 17-101 within five (5) days thereof, the sanitation department is authorized and directed to have such work done and a statement of the costs thereof shall be filed with the director of budget and finance or his designee. A lien is hereby declared on such property for all costs and expenses incurred by the city. (2) Upon receipt of the statement of costs of cleaning property by city forces or by contract pursuant to this section, the director of budget and finance or his designee may transmit a true copy thereof to the city attorney, who shall forthwith institute suit or take such other proceedings as may be necessary to enforce the lien on such property. (3) All uncollected costs for the current year shall be certified to the city treasurer on or be the duty of the city treasurer to collect, as a special tax, the amount so certified at the time city taxes levied against properties from which the refuse was removed for the next succeeding year are collected. The cost of cleaning property by city forces or by contract pursuant to this section, is hereby declared to be a special tax to be collected as general taxes levied by the city.~~

17-105 Exceptions.

When a Federal or State emergency is declared, this ordinance shall be suspended until such time as the declaration expires or the mayor determines that sufficient order has been restored.

The mayor may provide for the collection and removal of garbage and rubbish from any place or premise at times in addition to those when regular collection service is provided. The mayor shall have the authority to provide for the collection and removal of garbage above and beyond the extent of any contract in time of an emergency.

~~17-105. Penalty. Failure to carry out the provisions of this chapter shall be considered a misdemeanor subject to a fine not less than five dollars (\$5.00) or more than fifty dollars (\$50.00).~~

17-106. Violation/Penalty.

If excess yard waste is not redressed in the time frame and manner as set within this Chapter, the resident may receive a citation to Shelby County Division 14 General Sessions Court for enforcement of City Ordinances involving environmental violations.

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

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

First Reading: November 28, 2017

Second Reading: December 12, 2017

Third Reading: January 9, 2018

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

11/28/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 12/12/17

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next:
	1/9/2018 7:00 PM	
MOVER:	Bobby Simmons, Alderman	
SECONDER:	W.C. Pleasant, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

17-101 Yard Waste Removal.

All residences within the City of Bartlett will receive yard waste collection service. Citizens have the option to purchase a yard waste cart from the Public Works Department for yard/natural debris. Bagged debris and yard waste carts will be collected during weekly garbage collection.

Larger yard waste, such as tree limbs, shrubs or bushes, will be collected weekly when placed in piles of 12 cubic yards or less. Piles should be placed curbside away from structures such as mailboxes, fire hydrants, and utility poles. Additionally, no loose yard debris should be placed near drainage ditches, gutters, storm drains, or on the street pavement or sidewalk.

During autumn and winter seasons, leaves may be placed loose (unbagged) in a dome-shaped pile no more than five feet from the street surface and not on the sidewalk. Debris should never be placed on the road way. Loose leaf collection times will not likely coincide with weekly garbage collection.

17-102 Excess Yard Waste.

If more than 12 cubic yards of yard waste is set out for a single pickup, the Public Works Department will notify the resident that the amount is in excess of City ordinance. Upon notice of excess, the resident will have five business days to remove the excess yard waste. Such notice may be served personally on the owner of the property, may be mailed to the last known address on such owner by registered or certified mail or may be posted on the property on which such refuse exists. Service of notice by any of the above methods shall be due notice to such owner.

Citizens have three options to remove excess yard waste within the five-business-day time frame:

- 1) Hire a professional contractor to remove the excess yard debris.
- 2) Personally transport the yard debris to the City's Solid Waste facility at a time pre-arranged with Solid Waste Division.
- 3) Contact the City's Solid Waste Division for a cost estimate to pick up the excess yard waste. Cost will be based on the current average commercial rate, and/or set by resolution. It is subject to change in the City's annual budget ordinance.

17-103. Trash receptacles or garbage can areas to be enclosed or screened.

- (1) This receptacle can either be designed and hidden into the scheme of structure of the building itself, or be constructed as a durable enclosure in accordance with design standards adopted by the city and available in the city planning department.
- (2) On all commercial building sites where the building was constructed prior to 1979, with no enclosed area for trash receptacles, the dumpsters or other trash receptacles shall be located behind the building setback line and hidden from street view when it is possible to do so. In the event the owner or tenant feels that this is not possible, the design and review commission shall review the site for possible alternatives.

- (3) On all commercial building sites where construction has taken place since 1979, and trash receptacle areas were approved at the time site plan approval was obtained and approved by the design review commission, the trash receptacle area shall be maintained according to the original site plan approval. In the event that a trash receptacle area was not addressed for any reason on the original site plan approval, then in that event, these building locations shall be required to comply with this section as if it were a new structure.
- (4) All temporary dumpsters located at building construction sites and all dumpsters placed for the special purpose of collecting recyclable material are exempt from all provisions of this section.

17-104. Curbside garbage carts regulated.

- (1) The ninety (90) gallon wheeled garbage carts are to be placed at the curb by 7:00 A.M. on the homeowners scheduled collection day and the carts shall not be placed at the curb sooner than 7:00 P.M. the day before collection day. The cart is not to be placed in the road. If there is no curb at the residence then the cart is placed at the end of the driveway or along the roadside.
- (2) The garbage carts are to be returned to a location behind the front of the residence by 7:00 A.M. of the morning following the scheduled day of pickup.
- (3) Penalty for failure to comply shall be up to a fifty dollar (\$50.00) fine with each day being a separate offense.)

17-105 Exceptions.

When a Federal or State emergency is declared, this ordinance shall be suspended until such time as the declaration expires or the mayor determines that sufficient order has been restored.

The mayor may provide for the collection and removal of garbage and rubbish from any place or premise at times in addition to those when regular collection service is provided. The mayor shall have the authority to provide for the collection and removal of garbage above and beyond the extent of any contract in time of an emergency.

17-106. Violation/Penalty.

If excess yard waste is not redressed in the time frame and manner as set within this Chapter, the resident may receive a citation to Shelby County Division 14 General Sessions Court for enforcement of City Ordinances involving environmental violations.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 12/12/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for the Winter Cross Country Series Races.

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



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

5760 Yale Rd Nesbit Park 38134
Address Zip Code

January 28 and February 18, 2018 2:00 - 4:00 P.M.
Dates of the Event Hours of the Event

Winter Cross Country Series
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Memphis Runner's Track Club P.O. Box 17981 Memphis, TN
Special Event Permit Applicant Address of Applicant 38187

~~(901) 297-2471~~ 337-5354
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

Shawn Currell
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Winter Cross Country Series
 Location: Nesbit Park 5760 Yale Rd
 Dates: January 28 and February 18 2018

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 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1				<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district , except that non-profit organizations may conduct special events on any property where the owner has granted permission.	map attached
2				For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	Police notified
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	memo attached
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			X	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12				Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. 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.	memo to Police included
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.	attached memo
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.	map attached
33	X			Date of the proposed event.	memo attached
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.	memo attached
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.	map attached
36	X			Location and number of proposed temporary public toilets.	memo attached
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			X	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director

MEMORANDUM

TO: Jeff Cox

FROM: Shan Criswell *SC*

RE: MRTC Winter Cross Country Series

DATE: December 1, 2017

The Memphis Runners Track Club will have their annual Winter cross Country Series 5K and 8K runs on Sunday, January 28, and Sunday, February 18, 2018, at 2:00 PM pending board approval.

There are two places where traffic control would be needed. One is at the start of the race for less than 100 yards on Yale Road as they run onto Memphis Arlington. The other is at Billy Maher and Memphis Arlington to block traffic until all runners enter the trail off Memphis Arlington. I am attaching a map. The officers would need to be there around 1:45 p.m. and should be finished by 2:15 p.m.

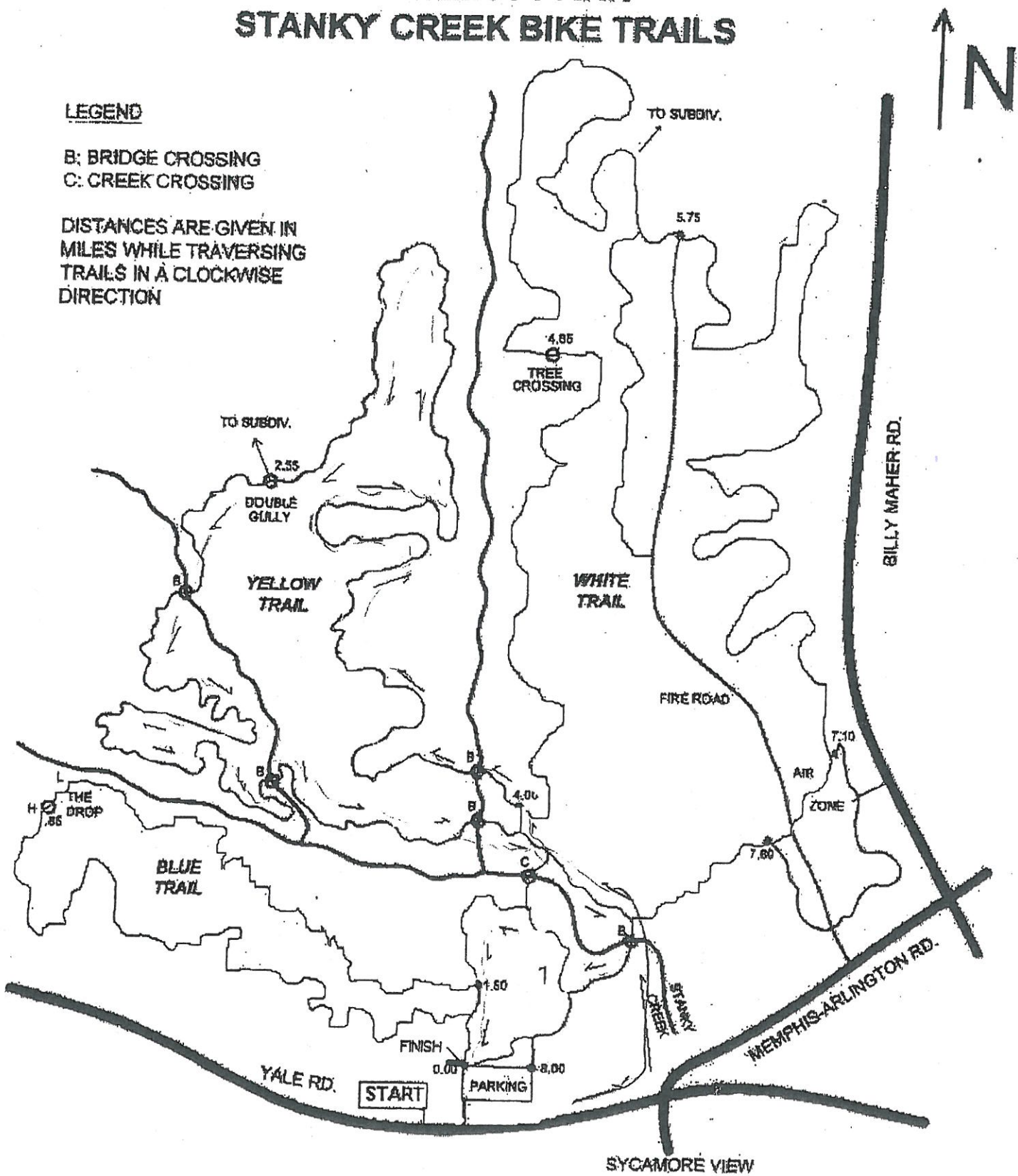
Thank you in advance for your help.

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



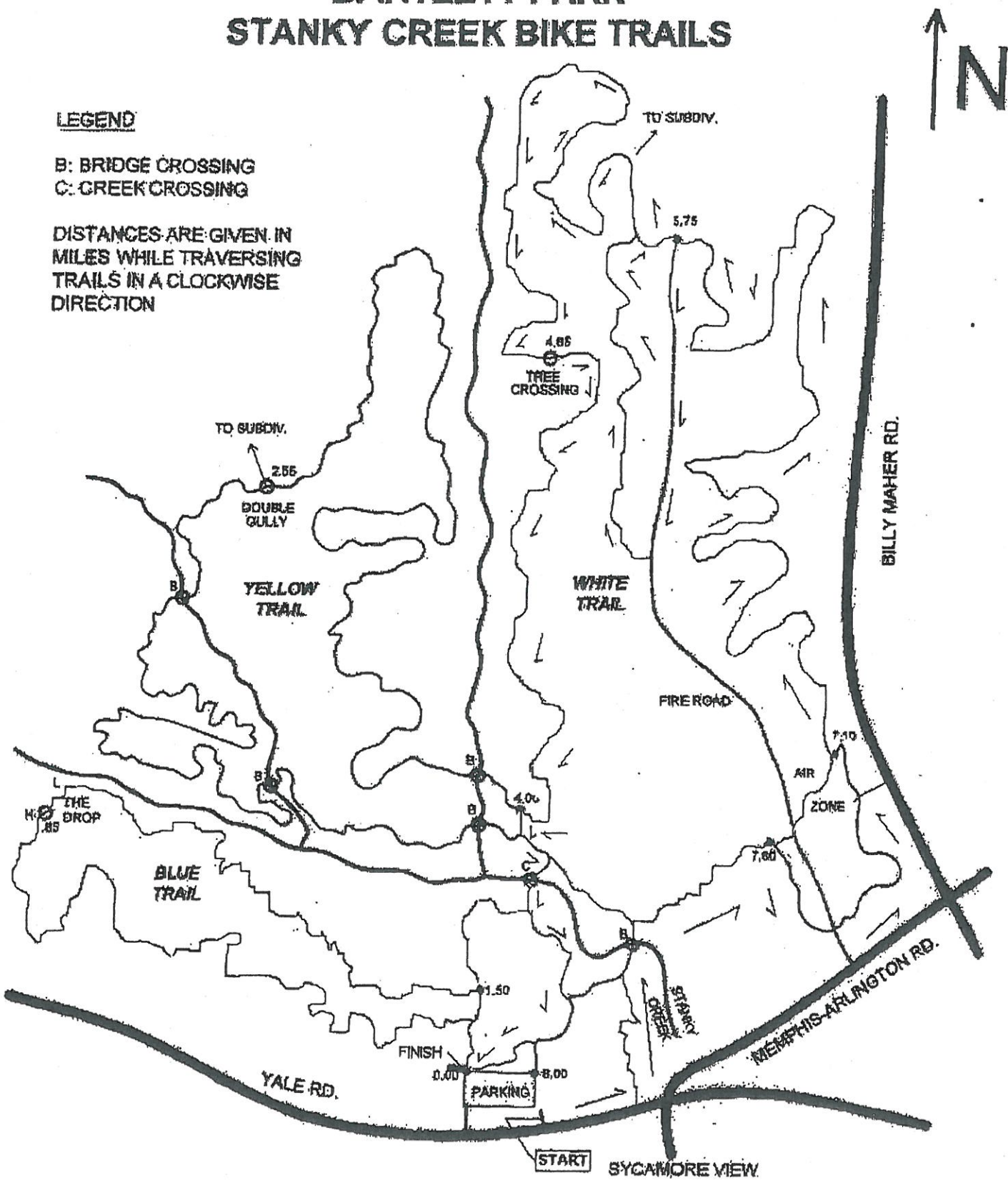
MRTC WCCRS
5K Run Course

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



MRTC WCCRS
8K Run Course



City of Bartlett

PARKS & RECREATION

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

October 1, 2017

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

The Memphis Runners Track Club has requested to use Nesbit Park on Sunday, January 28, 2018, and Sunday, February 18, 2018, for their MRTC Winter Off Road Series event. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Parks and Recreation Director
City of Bartlett

Attachment: 5760 YALE RD-WINTER CROSS COUNTRY SERIES-2018 (2261 : Winter Cross Country Series Races)



Memphis Runners Track Club
PO Box 17981
Memphis, TN 38187

October 24, 2017

To the City of Bartlett:

Please accept this as our formal request for permission to use Nesbit Park in Bartlett, TN as the location for two of our Winter Off Road Series (WORS) races in 2018. The date of the first event, the WORS 5k, will be Sunday, January 28, 2018 and the date of the second event, the WORS 8k, will be on Sunday, February 18, 2018. Both races will begin at 2:00 PM and set up/registration for the events will begin around 12:00 PM.

Should you need additional information, please contact me at 901.291.9423 or aflanigan@memphisrunners.com. Thank you for your past support of the Memphis Runners Track Club.

Sincerely,

A handwritten signature in cursive script that reads "April Flanigan".

April Flanigan,

MRTC Administrative Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/29/2017

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

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

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 467-5689 E-MAIL: margaret.mayers@starfinancial.com ADDRESS:		FAX (A/C, No): (260) 467-5691
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Casualty Company		11991
		INSURER B: Nationwide Life Insurance Co.		66869
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2018 \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		KRO0000007171000	12/31/2017 12:01 AM	12/31/2018 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to					MED EXP (Any one person) \$ 5,000
	☐ Participant \$2,000,000					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ Unlimited
	☒ POLICY ☐ PRO-JECT ☐ LOC		Abuse & Molestation			PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:		Aggregate \$5,000,000			Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY		KRO0000007171000	12/31/2017 12:01 AM	12/31/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SPX0000028554500	12/31/2017 12:01 AM	12/31/2018 12:01 AM	Excess Medical \$10,000
						AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 01/28/18 MRTC Winter Off Road Series 5k and 8k and 02/18/28 Winter Off Road Series 8k INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Flanigan, PO Box 17981, Memphis, TN 38187

CERTIFICATE HOLDER 01/28/18 City of Bartlett 6400 Stage Road Bartlett, TN 38134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Diller/MMA <i>Terry R. Diller, CPA</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 12/12/17 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for Fly Space Exterior Wall at Bartlett Performing Arts and Conference Center.

On November 11, 2017 an ad was placed in *The Daily News*. On December 7, 2017 the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

Dan Walker	\$99,000.00
Barnes & Brower	\$154,566.00
Wagner General	\$161,700.00
Terry Bell Construction, LLC	\$177,070.00

We recommend the bid be awarded to Dan Walker for a total price of \$99,000 plus a contingency amount of \$15,000 for a total cost of \$114,000.

Funds are available in Account 311.48311.780.59118.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: W.C. Pleasant, Alderman

SECONDER: Bobby Simmons, Alderman

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



LUMP SUM BID TABULATION

PROJECT

Name: FY2018-11-031

Fly Space Exterior Wall Replacement

A2H #: 16328.04

A2H PM: Jeff Eakes, RA

DETAILS

Date: December 7, 2017

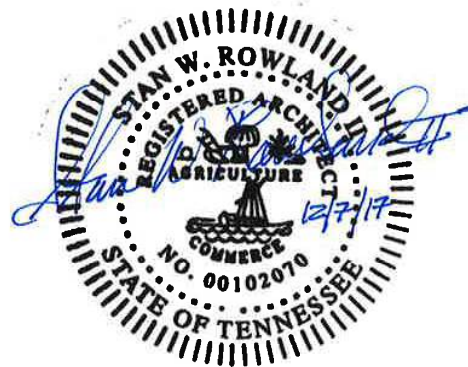
Time: 2:00 PM

Location: City of Bartlett - City Hall

COMPANY	TOTAL LUMP SUM BID
Dan Walker	\$ 99,000.00
Barnes & Brower	\$ 154,566.00
Wagner General	\$ 161,700.00
Terry Bell Construction, LLC	\$ 177,070.00

I hereby certify that the above Lump Sum Bid Tabulation is true and correct to the best of my knowledge.


 Stan W. Rowland II, RA
 Project Architect
 12/7/17



PROJECT

Name: City of Bartlett
Bartlett Performing Arts Center
FY2018-11-031 Fly Space Exterior
Wall Replacement

A2H #: 16328.04

A2H PM: Jeff Eakes

DETAILS

Date of Issue: December 7, 2017

Bids for the Bartlett Performing Arts Center FY2018-11-031 Fly Space Exterior Wall Replacement were received December 7, 2017 then at 1400 they were opened in alphabetical order and read aloud by Ms. Debbie Cairncross. The following is the summary of the Lump Sum Bid Tabulation:

COMPANY	TOTAL LUMP SUM BID
Dan Walker	\$ 99,000.00
Barnes & Brower	\$ 154,566.00
Wagner General	\$ 161,700.00
Terry Bell Construction, LLC	\$ 177,070.00

Ms. Cairncross requested A2H to review the copy of the original Bids for compliance with the submittal requirements of the Construction Documents.

A2H reviewed the copies of each bid and found that the following information was present:

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title VI-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1, BPS-2, and BPS-3
10. Past Project References of Similar Work

All of the bids included the requested information with the exception of Dan Walker and Terry Bell Construction did not include item 10. Past Project References of Similar Work. When discussed with Ms. Cairncross she stated that she had worked with Terry Bell Construction on three other projects and was aware of the company's quality of work. Ms. Cairncross and I also reviewed the website (i.e., <http://www.walkergeneralcontractors.com>) for Dan Walker Associates and concluded that it appeared they had sufficient experience.

Mr. Ryan Walker of Dan Walker Associates, the apparent low bidder, was contacted by phone on December 7, 2017 at +/- 1500, to confirm his understanding of the requirements in the Construction Documents. I explained that I was contacting him was to confirm that his bid of \$99,000.00 included everything.

So as to not lead the discussion, Mr. Walker was asked to describe the wall system for the project as he bid it. Mr. Walker explained that he had the following in his bid:

1. removing the existing EIFS down to the plywood substrate
2. installing fluid applied weather barrier per Section 07 2500. I told Mr. Walker that the plans called for weather barrier with taped joints. Mr. Walker stated that he can do it either way and is willing to work with us to get what we wanted.
3. installing 1" insulation on the existing plywood substrate. I said that the plans call for 1-1/2" polyiso insulation. Mr. Walker said that he would do that.
4. install EPDM roofing to flash up and over the parapet wall.
5. Install Pac-Clad flush panel metal wall panels
6. Install coping / flashing work

I discussed how I was uncomfortable with the significant difference between his bid and those of the other bidders. Mr. Walker said that he would be uncomfortable seeing that too, but that he was confident in his number and would cover anything that he missed. Mr. Walker also thought that the major reason for the cost difference was the metal panel supplier. In that he felt most of the other bidders were using the numbers from Ralph Jones sheet metal and he was not. His supplier only bid with him and he was confident in his number and ability.

I called Mr. Walker back to confirm that he was aware of the 12" panels in the field and that there were 7" panels on the radius corners. Mr. Walker confirmed that was the case. When asked about the scaffolding and protection of the roof Mr. Steve Spencer stated that they would be placing plywood over the existing deck then scaffolding up.

Based upon the review of the bids and the due diligence follow-up with Mr. Walker and after the receipt of performance and payment bonds, I recommend that award be made to Dan Walker Associates, Inc. in the amount of \$99,000.00.

Sincerely,

A2H, Inc.



Stan Rowland, RA
Project Architect

12/7/17

Attachment: 17-1207 - 16328.04 - Bid Review Memo.pdf (2268 : BPAC Space Exterior Wall)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 12/12/17 07:00 PM

Department: Engineering

Category: Grant

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Proposal for Americans with Disabilities Act Transition Plan.

The City received a grant to perform an ADA Transition Plan. This is an 80/20 grant for a total cost of \$150,000.

Kimley Horn was selected to perform this work and their proposal is attached. This proposal will identify and quantify costs of the major ADA deficiencies located in our City facilities so budgets can be prepared to address these shortcomings.

This is a requirement of the ADA Act and TDOT to continue to receive federal funds.

Please authorize this \$150,000 expenditure and approve the contract with Kimley Horn for this work.

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



December 4, 2017

Mr. Rick McClanahan, PE
Engineering Department Director
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

Re: Professional Services Agreement for City of Bartlett ADA Self-Evaluation and Transition Plan

Dear Mr. McClanahan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Bartlett, Tennessee ("Client" or "City") for providing professional engineering services for the Bartlett ADA Self-Evaluation and Transition Plan project.

Project Understanding

This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of the Client's programs, procedures, and policies, employment practices, ordinances, website, design standards, buildings and associated parking lots, parks and associated parking lots, signalized intersections, sidewalks and associated curb ramps, and transit stops. Recommendations to bring any non-compliant elements into compliance will be provided. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.

Future phases of this project could include, but are not limited to:

- Development of existing facility inventory of public rights-of-way facilities to determine the number of facilities that need to be evaluated;
- Evaluations of remaining, sidewalks (and associated curb ramps), building and park facilities (and associated parking) including determination of compliance status, potential solutions, cost estimates to implement potential solutions, and prioritization of evaluated facilities for implementation;
- Evaluation of City programs, procedures, and policies, employment practices, ordinances, website, design standards, and emergency management plans;
- Evaluation of school facilities;
- Update of Transition Plan to document additional work.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.

Task 2 – Project Kick-off Meeting

- 2.1 The Consultant will meet with Client staff representing major program areas and orient them to the process that will be used to develop the Client's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with Client staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include a list of all Client sponsored programs and Client leased and owned facilities to be included in the project. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour meeting).

Task 3 – Self-Evaluation

- 3.1 Facilities Review. The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant in consultation with the Client based on the 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). All field data will be compatible with the Client's existing Geographic Information System (GIS).

3.1.1 Facilities Listing

3.1.1.1 Buildings and Parking Lots – Up to 8 non-updated buildings will be evaluated:

3.1.1.2 Building Sidewalks – Up to 0.5 linear miles of building sidewalk will be evaluated. All curb ramps along this sidewalk will be evaluated.

3.1.1.3 Parks and Parking Lots – Up to 5 non-updated facilities within parks will be evaluated

3.1.1.4 Park Sidewalks – Up to 5 linear miles of park sidewalk will be evaluated. All curb ramps along this sidewalk will be evaluated.

3.1.1.5 Signalized Intersections – Up to 28 signalized intersections will be evaluated. The Consultant estimates this task will include the evaluation of up to 120 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

3.1.1.6 Sidewalk Corridors – Sidewalks will not be evaluated within this project.

3.1.1.7 Unsignalized Intersections – The consultant will evaluate up to 610 curb ramps at unsignalized intersections. Evaluation of additional curb ramps will be considered Additional Services.

Facility Reports. The Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility with regards to both federal and state standards and include the following:

- Listing of facilities that are in compliance with current standards.
- Listing of facilities that are not in compliance with current ADA requirements.
- Recommended actions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant and Client staff.
- "Cost report" that assigns conceptual budget estimates to each recommended action.
- Photolog summary for each facility (photos for sidewalks can be hyperlinked in GIS, but will not be provided on each facility report).
- Catalog of all field data compatible with the Client's existing GIS databases.

Task 4 – Transition Plan Development

The Consultant will coordinate with Client staff in developing the Transition Plan as follows:

- 4.1 ADA Coordinator. The Consultant will work with the Client to define the role and responsibilities of the ADA Coordinator.
- 4.2 Grievance Policy and Procedure. The Consultant will assist the Client to develop an ADA grievance policy, procedure, and complaint form for Title I and Title II of the ADA.
- 4.3 Evaluation and Prioritization Criteria. The Consultant will recommend criteria for evaluating facilities and for prioritizing identified accessibility improvements.
- 4.4 Exceptions and Exemptions. The Consultant will evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.5 Budget. The Consultant will define an ongoing budget needed for accessibility improvements. Potential funding sources will be researched and recommended to most effectively achieve compliance.
- 4.6 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the Client. The plan will include:
 - Executive summary which will describe the project purpose, process, and most significant findings;
 - Summary and detailed findings of Self-Evaluation;
 - A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation; and

The Consultant will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the Client.

4.7 Final Transition Plan. The Consultant will address one (1) round of comments from Client staff to prepare a Final ADA Self-Evaluation and Transition Plan for the Client. The Consultant will provide the following deliverables to the Client:

- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats; and
- Two (2) printed copies of the Final Transition Plan with Appendices included on CD or another approved electronic media.

Task 5 – Meetings

- 5.1 Progress Meetings. The Consultant will prepare for and attend up to one (2) in-person progress meetings with Client staff and the newly created ADA Liaison Committee. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings).
- 5.2 Public Meeting. The Consultant will prepare for and attend up to one (1) public meeting. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (2-hour meeting).
- 5.3 Council Meeting. The Consultant will prepare for and attend one (1) Client Council meetings. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (2-hour meeting).
- 5.4 Conference Calls. The Consultant will participate in up to two (2) conference calls with the Client to discuss the project (1-hour calls).

Deliverables: The Consultant will deliver the following materials to the Client:

- Electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Transition Plan in Microsoft Word and Adobe PDF formats;
- Two (2) printed copies of the Final Transition Plan with Appendices included on CD or another approved electronic media.
- Field work data in GIS format, compatible with the Client's GIS system.
- Final version of the CE (three hard copies of the CE document and three CDs of the technical appendix).

Additional Services

Any other services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.



Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management	\$12,800.00
Task 2	Project Kick-Off Meeting	\$ 6,000.00
Task 3	Self-Evaluation	\$82,600.00
Task 4	Transition Plan Development	\$26,900.00
Task 5	Meetings	\$21,700.00

Total Lump Sum Fee **\$150,000.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your approval of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Bartlett.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Heather Lewis, PE
Project Manager

Drake Danley, PE
Associate

CITY OF BARTLETT
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not

intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association

as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Tennessee. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 12/12/17 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission Report for November 2017.

NEW BUSINESS

Site Plan

I. The Aspen at Bartlett, Senior Lifestyle Community, North of Hwy 64 on the Northeast corner of New Brunswick Road at Brunswick Road (Cindy Reaves, SR Consulting)

INTRODUCTION: Ms. Cindy Reaves with SR Consulting is requesting Planning Commission approval of a Site Plan for a senior lifestyle community that includes an assisted living facility with memory care and an independent living facility. The subject property is located in the vicinity north of Highway 64 on the northeast corner of New Brunswick Road at Brunswick Road. More specifically, the subject property is located directly east of the intersection of Wolf Lake Drive at New Brunswick Road. It is within the "C-H" Highway Commercial zoning district.

BACKGROUND: The subject property is a 7.35-acre site to be subdivided from an existing 26.66-acre lot. On September 11, 2017, the Planning Commission approved a favorable recommendation to amend a previously approved Special Use Permit (SUP) for an assisted living facility to add an independent living facility and memory care on the subject property. On October 24, 2017, the Board of Mayor and Aldermen approved the amended SUP for an assisted living facility with memory care and an independent living facility on the subject property.

DISCUSSION: The specific request by the applicant is for the approval of a Site Plan to construct a two-story 89,365-sq.ft. building for an independent living facility, and a one-story 34,500-sq.ft. building for an assisted living facility. Access to the lot will be from two driveways off New Brunswick Road. The streetscape plate along the New Brunswick Road frontage is modified due to the Texas Gas Easement, overhead electrical, and detention ponds on the site. Other features of the development include three detention ponds and a dumpster enclosure. The specifics of the site plan are as follows:

Site Data	
Site Area:	7.35-acres (320,166 square feet)
Total Required Parking Spaces: (Retirement Community-81 units) 32 spaces (Nursing Home-56 beds) 29 spaces	61
Total Proposed Parking Spaces:	144
Handicap Accessible:	5 (4 Van Accessible)

Regular:	139
Proposed Total Building Area:	89,365 sq. ft - Independent Living 34,500 sq.ft. - Assisted-Care
Greenspace/Open-space:	43.1%
Building Height:	50-feet to roof peak, 24-feet to roof

Approved with conditions of staff.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 12/12/17 07:00 PM

Department: Finance

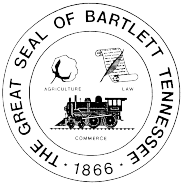
Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for October 2017.

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



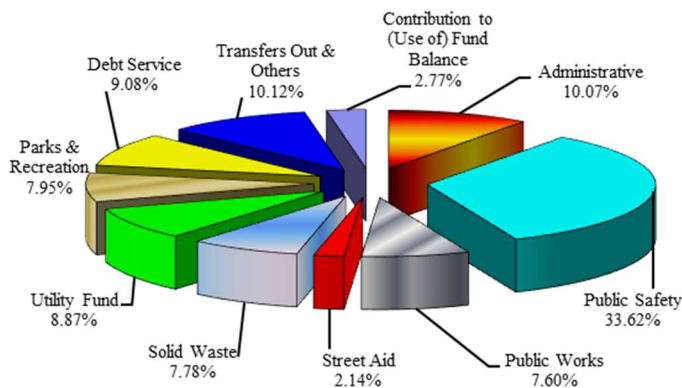
City of Bartlett

FINANCIAL REPORT

October 31, 2017

Total Expenditures, FY 2018 Budget: \$79,809,042

WHERE THE \$ GOES (Does not include School)

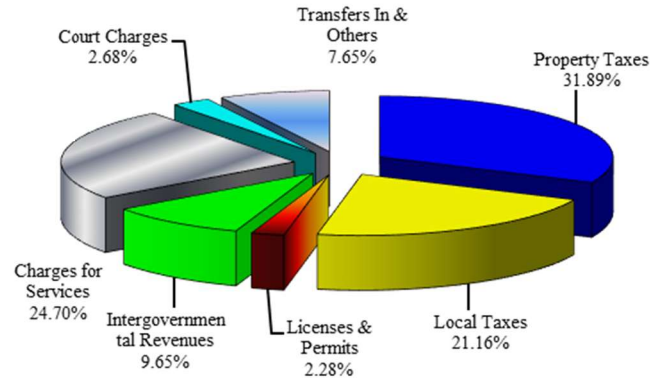


BUDGET HIGHLIGHTS

- June 30, 2017 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2017 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2016 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2018 Budget: \$79,809,042

WHERE THE \$ COMES FROM (Does not include School)



FY 2018 YEAR-TO-DATE For The Period Ending October 31, 2017

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,468,105	\$ 2,140,051
Public Safety	26,168,688	8,265,542
Public Works	5,905,999	1,889,763
Parks and Recreation	5,696,967	1,919,930
Performing Arts	601,966	280,723
Transfers & Other Gen. Fund Items	6,874,318	2,346,019
Subtotal	\$ 52,716,043	\$ 16,842,027
General Fund Revenues		
Property Taxes	\$ 25,269,603	\$ 452,257
Local Taxes	13,388,618	2,183,235
Building and Development Fees	1,806,700	501,315
Intergovernmental	6,024,500	798,446
Charges for Services	4,006,884	1,280,581
Court Charges	1,770,000	660,713
Other Revenue	449,738	149,034
Subtotal	\$ 52,716,043	\$ 6,025,581
Special Rev. Funds - Expenditures	\$ 9,440,509	\$ 2,349,524
Special Rev. Funds - Revenues	\$ 9,440,509	\$ 2,481,317
Utility Expenses	\$ 9,056,090	\$ 2,704,228
Utility Revenues	\$ 9,056,090	\$ 2,956,322
Debt Service Expenditures	\$ 8,596,400	\$ 5,868,683
Debt Service Revenues	\$ 8,596,400	\$ 2,815,736
Total Expenditures	\$ 79,809,042	\$ 27,764,462
Total Revenues	\$ 79,809,042	\$ 14,278,956

Note: FY 2018 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.

Attachment: Oct17FinRpt (2267 : Treasurer's Report for October 2017)



City of Bartlett -- Financial Summary For The Period Ending October 31, 2017



	FY 2017 Actual	FY 2018 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2017	Year-to-Date Actual FY 2018	Increase/ Decrease in \$	Percent of FY 2017 Actual	Percent of FY 2018 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,731,107	\$ 7,468,105	\$ 736,998	\$ 1,845,915	\$ 2,140,051	\$ 294,136	27.42%	28.66%	1.23%
Public Safety	24,480,010	26,168,688	1,688,678	7,954,761	8,265,542	310,781	32.49%	31.59%	-0.91%
Public Works	5,712,816	5,905,999	193,183	1,872,511	1,889,763	17,251	32.78%	32.00%	-0.78%
Parks and Recreation	5,249,695	5,612,327	362,632	1,775,257	1,919,930	144,673	33.82%	34.21%	0.39%
Performing Arts	587,864	686,606	98,742	222,133	280,723	58,591	37.79%	40.89%	3.10%
Transfers & Other Gen. Fund Items	4,979,609	6,874,318	1,894,709	3,296,019	2,346,019	(950,000)	66.19%	34.13%	-32.06%
Total General Fund Expenditures	\$ 47,741,101	\$ 52,716,043	\$ 4,974,942	\$ 16,966,595	\$ 16,842,027	\$ (124,568)	35.54%	31.95%	-3.59%
General Fund Revenues									
Property Taxes	\$ 20,243,942	\$ 25,269,603	\$ 5,025,661	\$ 595,806	\$ 452,257	\$ (143,549)	2.94%	1.79%	-1.15%
Local Taxes	13,026,438	13,388,618	362,180	2,115,996	2,183,235	67,239	16.24%	16.31%	0.06%
Building and Development Fees	1,820,952	1,806,700	(14,252)	566,103	501,315	(64,788)	31.09%	27.75%	-3.34%
Intergovernmental	6,012,640	6,024,500	11,860	784,834	798,446	13,613	13.05%	13.25%	0.20%
Charges for Services	4,067,276	4,006,884	(60,392)	1,167,283	1,280,581	113,298	28.70%	31.96%	3.26%
Court Charges	1,772,482	1,770,000	(2,482)	496,078	660,713	164,636	27.99%	37.33%	9.34%
Other Revenue	441,337	449,738	8,401	140,791	149,034	8,243	31.90%	33.14%	1.24%
Total General Fund Revenues	\$ 47,385,068	\$ 52,716,043	\$ 5,330,975	\$ 5,866,890	\$ 6,025,581	\$ 158,691	12.38%	11.43%	-0.95%
Special Revenue Funds									
Street Aid Fund	\$ 2,161,362	\$ 1,695,000	\$ (466,362)	\$ 373,382	\$ 360,350	\$ (13,032)	17.28%	21.26%	3.98%
Solid Waste Fund	5,855,458	6,329,310	473,852	1,676,278	1,540,936	(135,342)	28.63%	24.35%	-4.28%
General Improvement Fund	791,552	770,500	(21,052)	388,316	411,546	23,230	49.06%	53.41%	4.36%
Drug Enforcement Fund	172,808	399,000	226,193	56,256	51,105	(5,151)	32.55%	12.81%	-19.75%
DEA Enforcement Fund	2,909	74,400	(20,465)	0	453	31,725	0.00%	0.61%	0.61%
Drainage Control Fund	94,865	117,299	22,434	35,233	31,725	(3,508)	37.14%	27.05%	-10.09%
Park Improvement Fund	0	55,000	55,000	0	55,000	55,000	0.00%	100.00%	100.00%
Grant Funds	2,277,325	0	(2,277,325)	253,970	(101,590)	(355,560)	11.15%	0.00%	-11.15%
Special Revenue Funds - Expenditures	\$ 11,356,279	\$ 9,440,509	\$ (1,915,770)	\$ 2,783,435	\$ 2,349,524	\$ (433,911)	24.51%	24.89%	0.38%
Special Revenue Funds - Revenues	\$ 10,891,668	\$ 9,440,509	\$ (1,451,159)	\$ 2,699,301	\$ 2,481,317	\$ (217,984)	24.78%	26.28%	1.50%
Utility Fund									
Total Utility Operations	\$ 8,272,744	\$ 7,699,588	\$ (573,156)	\$ 3,487,515	\$ 1,869,781	\$ (1,617,733)	42.16%	24.28%	-17.87%
Total Utility Debt Expenses	1,567,142	1,356,502	(210,640)	1,097,225	834,447	(262,779)	70.01%	61.51%	-8.50%
Total Utility Expenses	\$ 9,839,886	\$ 9,056,090	\$ (783,796)	\$ 4,584,740	\$ 2,704,228	\$ (1,880,512)	46.59%	29.86%	-16.73%
Total Utility Revenues	\$ 8,690,758	\$ 9,056,090	\$ 365,332	\$ 3,130,005	\$ 2,956,322	\$ (173,684)	36.02%	32.64%	-3.37%
Debt Service Fund									
Total Debt Service Expenditures	\$ 5,465,928	\$ 8,596,400	\$ 3,130,472	\$ 3,033,448	\$ 5,868,683	\$ 2,835,234	55.50%	68.27%	12.77%
Total Debt Service Revenues	\$ 5,170,067	\$ 8,596,400	\$ 3,426,333	\$ 516,136	\$ 2,815,736	\$ 2,299,600	9.98%	32.75%	22.77%
Total Expenditures	\$ 74,403,195	\$ 79,809,042	\$ 5,405,847	\$ 27,368,218	\$ 27,764,462	\$ 396,244	36.78%	34.79%	-2.00%
Total Revenues	\$ 72,137,561	\$ 79,809,042	\$ 7,671,481	\$ 12,212,331	\$ 14,278,956	\$ 2,066,625	16.93%	17.89%	0.96%

Attachment: Oct17FinRpt (2267 : Treasurer's Report for October 2017)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

DEFEATED

AGENDA ITEM

Meeting: 12/12/17 07:00 PM

Department: Planning and Economic Development

Category: Proposal

Prepared By: Sam Harris

Department Head: Kim Taylor

Appeal of the Design Review Commission's denial of the proposed third tenant identification wall sign for Red Wing Shoes, located at 2916 Kate Hyde Blvd.

Marilyn Brennan with Egan Sign requests an appeal to the Design Review Commission's decision on the proposed third tenant identification wall sign for Red Wing Shoes, located at 2916 Kate Hyde Blvd. This decision was made at the Design Review Commission meeting on Tuesday, November 21, 2017.

The existing two tenant identification wall signs on the south and west elevations are the maximum number of signs allowed on the building. They utilize 25.94-square feet of signage. Also, the subject property has a ground sign identifier on the multi-tenant ground sign for Lot 1 of the Kate Hyde Subdivision which adds 5-square feet towards the maximum allowable square footage of 35-square feet. The maximum allowable square footage is determined by the building's linear frontage of 35-feet along Kate Hyde Blvd. The proposed third tenant identification wall sign on the north elevation measures 30.17-square feet. The combination of the existing signage and the proposed third wall sign results in 61.11-square feet. The signage proposal exceeds the number of signs allowed (2) and the maximum square footage allowed by 26.11-square feet.

The Design Review Commission met on November 21, 2017 at 6:30 p.m. Alderman Elliot, Chairman, presided over the meeting.

CONTINUED

Sign

2. Red Wing Shoes, 2916 Kate Hyde Blvd. (Laurel Monahan, Egan Sign)

INTRODUCTION: Ms. Kim Taylor explained that Ms. Laurel Monahan with Egan Sign is requesting Design Review Commission (DRC) approval of a wall sign (tenant identifier) for Red Wing Shoes. The subject property is located at 2916 Kate Hyde Boulevard (north of Panera Bread) within the "C-H" Highway Commercial Zoning District.

BACKGROUND: The subject property has two existing tenant identification wall signs totaling 25.94-square feet on the west and south elevations. Also, the subject property has a ground sign identifier on the multi-tenant ground sign for Lot 1 of the Kate Hyde Subdivision

which adds 5-square feet towards the allowable square footage.

DISCUSSION: The specific request by the applicant is for the approval of a third tenant identification wall sign for Red Wing Shoes. The specifics of the proposed signs are as follows:

Location: The sign will be attached to a raceway on the north elevation of the building. The sign will face a private shared access drive off Kate Hyde Boulevard toward the Walmart parking lot.

Size: The linear frontage of the building is 35-feet. The proposed sign measures 167.14" x 26" = 30.17-square feet.

Font: Corporate

Materials/Colors: White plexiglas lettering with 3M Cardinal Red #230-53 vinyl overlay logo and black aluminum trim cap.

Sign Message: "Logo" RED WING

Mounting Structure: Aluminum raceway painted SW 6061 to match the building fascia.

Logo: Red Wing

Lighting: LED

Landscaping: None Proposed

Recommendation: Denial of wall sign.

Planning Comments:

1. The location of the wall signs may be approved at the discretion of the Design Review Commission per Ordinance 14-447 subsection #2, states in part that, "With the approval of the design review commission, director of planning or duly authorized representative, a wall sign may be affixed to a side wall or a rear wall, but **the permitting of such shall not act to increase either the allowed square footage nor the number of signs allowed**, nor shall the manner of calculating the allowable square footage be affected.
2. The proposed wall sign does not comply with the Sign Ordinance in terms of number of signs allowed (2) nor the allowed square footage based on linear frontage (35-square feet). The combination of the existing signage and the proposed third wall sign results in 61.11-square feet.
3. The applicant was provided options for a logo wall sign for the proposed north

elevation not to exceed the permitted signage based on the building's linear frontage of 35-feet.

Planning Conditions:

1. If the sign is denied by the DRC, the applicant may request an appeal to the Board of Mayor and Aldermen in writing within 5-days of the DRC's decision.
2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Motion was made by Chris Triplett to deny the additional wall signage for Red Wing Shoes, 2916 Kate Hyde Blvd. Mike Terry seconded the motion. Roll Call Vote: All members present voted yes. Motion was carried.

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

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
Phone 901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Application for Sign Approval to the Bartlett Design Review Commission

Sign Message: Red Wing
Sign Location (Address): 2916 Kate Hyde Blvd. (Red Wing shoes)
Business Name: Red Wing
Type of Business: Retail
Business Owner Contact: Ben Anderson
Address: c/o Egan Sign Attn: Laurel Monahan 1100 Berkshire Blvd. #200
Phone: 610-484-869-5234 Fax: 610-478-1332 Email: Wymissing, PA 19610
laurel.monahan@egansign.com
Design Contact: Egan Sign
Company Name: Laurel Monahan
Address: 1100 Berkshire Blvd #200, Wyomissing, PA 19610
Phone: 484-869-5234 Fax: 610-478-1332 Email: laurel.monahan@egansign.com
Installer Contact: TBD
Company Name: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

Submitted by Laurel Monahan (printed name) [Signature] (signature) 9/14/17 (date)

☒ LH

Attach a checked-off "Sign Checklist" and all items required therein.

☒ ✓

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

Include a fee of \$100.00 per sign (unless multiple signs are identical) with this application with a check payable to the City of Bartlett. The Code Enforcement Department also requires a permit fee, per sign, once each sign is approved. The sign will be inspected annually. The annual inspection fee is \$10.00 per sign.

***Please complete both the front and back pages of this application and provide any additional required information. Incomplete applications will not be accepted.**

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
Phone 901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Sign Checklist

Bartlett Design Review Commission

Sign Type: Wall - Channel Letters Location of Sign: North Building Elevation

Linear Building Frontage: 75' on North Elevation Linear Storefront: _____
(single building) (tenant space in a center)

Building Setback from Road/Face of curb: _____
(Applicable for buildings in the Special Sign Corridor setback more the 100 feet from the road)

Sign Details: width x height (inches preferred)
Size - 30.17 square feet (167.14" x 26") - Proposed on North Elevation
Size - 16.9 square feet (78.35" x 31") - Existing on West Elevation
Size - 16.12 square feet (122.15" x 19") - Existing on South Elevation
Total Sign Area/Square footage Proposed: Existing = 33.02 + 30.17 proposed = 63.19sf total
Total Sign Area/Square Footage Permitted: 35sf

Sign Materials: Metal + Plastic

Sign Face Colors: Red and White

Trim Cap Colors: Black

Sign Attachment Materials and Colors: Bolts - Sign on racoway (Brown)

Lighting Type: Internal LED Illumination

The applicant shall either indicate that the following items have been completed by a check (✓) or that they are not applicable (n/a).

✓ Location (site plan for ground signs and building elevations for building signs)

✓ Sign Attachment Details

✓ 1-digital copy (email, flash, SD, CD) - emailed to Sam Harris

n/a Three (3) feet of landscaping is required around permanent ground signs. Complete and attach landscaping form or provide a landscape plan.

_____ 15 copies of the application with an attached color rendering, and completed landscaping form (for ground-signs) shall be provided by the applicant.

Per Sam submit 4 copies at first
Signs, either new or relocated, must demonstrate compatibility with the character, size, scale, form, etc. of signage in the general vicinity. Consistency is particularly required for signage in shopping retail centers. Relocation of existing signage will be approved when the new location is deemed by the DRC to be compatible with the existing signage in the surrounding area.

DOES YOUR SIGN COMPANY HAVE A VALID CITY OF BARTLETT BUSINESS LICENSE?

YES _____ NO _____ (Please Initial) TBD but will pick company with correct licenses

*Note: A valid City of Bartlett Business License must be obtained prior to submitting signs for approval if your business does \$50,000 or more in sales per year within the City limits.

VICINITY MAP:



ZONING INFO

Wall Sign Requirements:

- Must be placed on the front façade; With approval from the Design Review Commission it can be placed on side or rear walls but the size and quantity cannot be changed; Maximum 18" projection

Zone: CH – Highway Business District

Signs Permitted in a Commercial and Office District:

Signs for commercial enterprise buildings with one hundred feet (100') or less building frontage and within one hundred feet (100') of the street right-of-way:

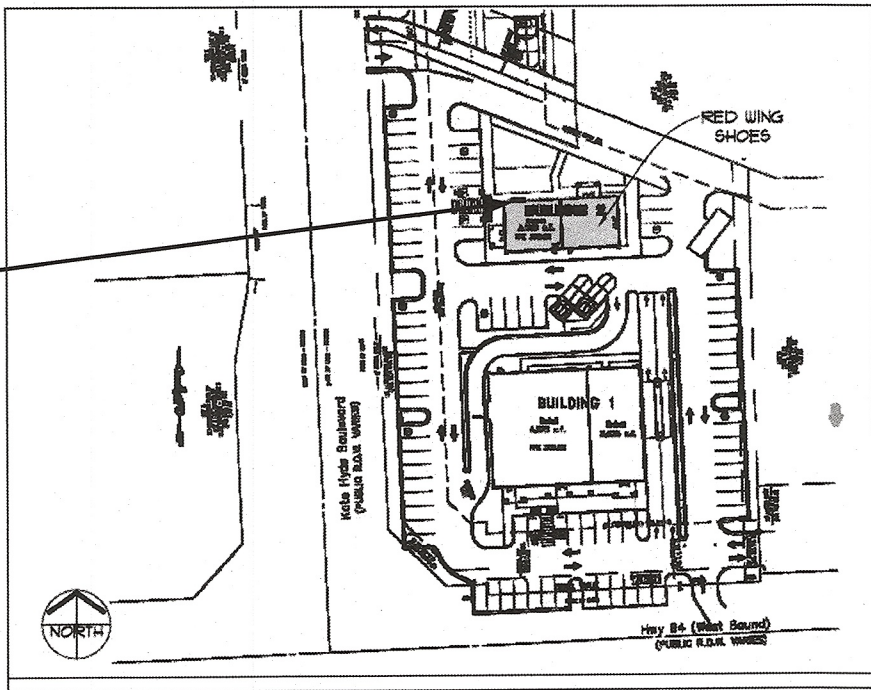
- If not on a corner lot:
 - Maximum 2 signs permitted (can be either 2 wall signs or 1 wall and 1 ground sign)
 - Maximum size of all signs combined is 2sf per linear foot of building frontage, but no more than 100sf
- If on a corner lot:
 - Maximum 2 wall and 1 ground sign
 - Maximum size of the wall signs is 1sf per linear foot of building frontage facing a street, less the area of the ground sign on that side of the building
 - Total square footage of signage for the building and ground signs may exceed 100sf, but the square footage of the wall sign and ground sign combined on each side of the building may not exceed 100sf
- All signs are permitted to be at least 30sf
- The permitted square footage must be the combined total of wall, ground and permanent window signs
- Cannot be mounted higher than the roof line
- Multi-tenant buildings are not restricted as to the number of signs permitted but the 1sf of sign area for each linear foot of tenant frontage does apply
- Roof mounted signs are prohibited



Site & Sign Location Plan:

Scale: NTS

SHOPPING CENTER PLAN



Client:

RED WING SHOE COMPANY, INC.
314 Main Street
Red Wing, MN 55066

Location Address:

Red Wings
2916 Kate Hyde Blvd
Bartlett, TN 38133

Description:

Vicinity Map
Site and Sign Location Plan

Color Key:

Layout Date:

05/26/2017

Revision Date:

06/02/2017
07/05/2017
07/12/2017
09/01/2017 - IA/AR

File Name:

21267_Bartlett.pdf
Project Number: 21267



1100 Berkshire Blvd. Suite 200, Wyomissing, PA | (Toll Free): 844.460.6631 | (Fax): 610.478.1332 | www.egansign.com

This design/engineering proposal will remain the exclusive property of Egan Sign until approved and accepted through purchase by client named directly on drawing and may not be duplicated by other parties or design fee will apply @ \$95 per hour.

Sign Management Made Simple



Existing



Proposed

NORTH Elevation- Channel Letter on Raceway



EGAN
SIGN

1100 Berkshire Blvd. Suite 200, Wyomissing, PA | (Toll Free): 844.460.6631 | (Fax): 610.478.1332 | www.egansign.com

This design/engineering proposal will remain the exclusive property of Egan Sign until approved and accepted through purchase by client named directly on drawing and may not be duplicated by other parties or design fee will apply @ \$95 per hour.

Sign Management Made Simple



Client:
RED WING SHOE COMPANY, IN
314 Main Street
Red Wing, MN 55066

Location Address:
Red Wings
2916 Kate Hyde Blvd
Bartlett, TN 38133

Description:

Channel Letters
(30.17 sq.ft.):

Qty: 1

Manufacture illuminated channel letters on a raceway

Color Key:

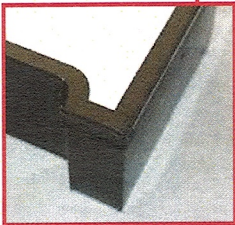
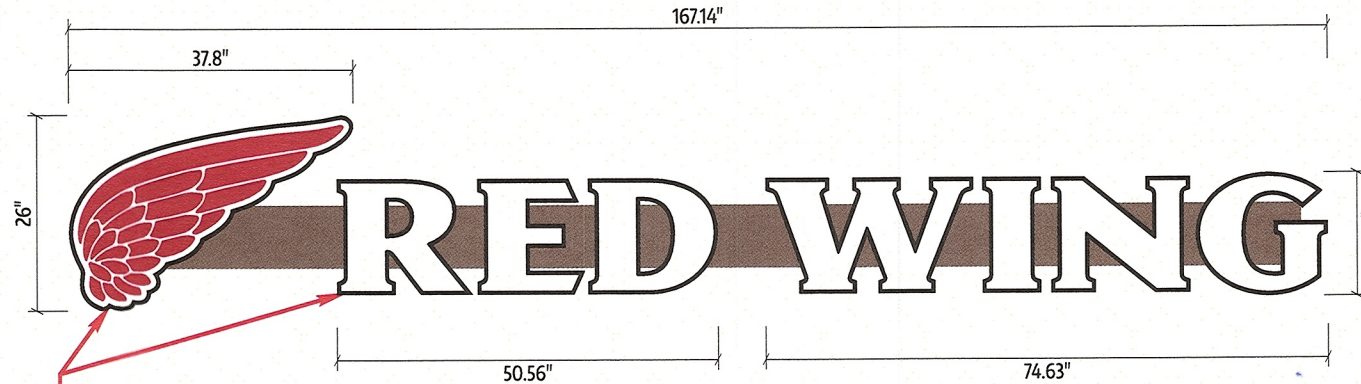
- 3M Cardinal Red #230-53
- Black
- White
- Paint Raceway SW 6061 to match Brick

Layout Date:
05/26/2017

Revision Date:
06/02/2017
07/05/2017
07/12/2017
09/01/2017 - 1A/AR

File Name:
21267_Bartlett.pdf
Project Number: 21267

Attachment: Red Wing Shoes 3rd wall sign app (2264 : Letter of Appeal DRC Red Wing Shoes November



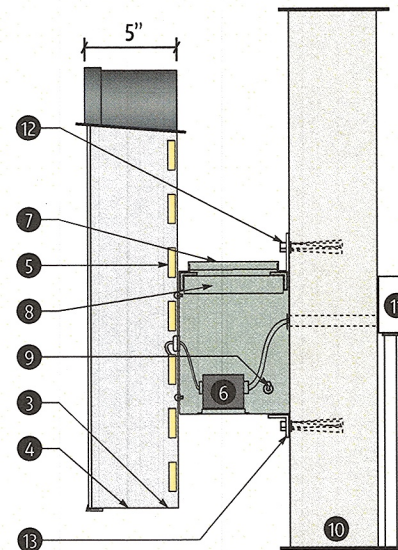
1/4 inch black outline and casing

LENS COLOR AND BOX DESIGN

- The letters "Red Wing" should be white with a visible black 1/4 inch (6.35 mm) outline and black casing.
- The red "wing" mark should be red with visible black 1/4 inch (6.35 mm) outline and black casing. Wing mark should be color matched to Pantone 186 or one of the equivalent red color specifications listed on this page.
- Channel letter raceways, conduits, junction boxes, transformers, tubing, crossovers, and any other mechanical should be concealed and/or painted to blend with the building's exterior.
- Channel letter is preferable, but if box sign construction is required, sign art should be applied to a black case with black face (lens). Wing mark should be color matched to Pantone 186 or one of the equivalent red color specifications

NORTH Elevation- Channel Letter on Raceway

Scale: 3/4" = 1'-0"



CROSS SECTION OF UL LISTED RACEWAY CHANNEL LETTERS w/ LED ILLUMINATION

- 1" PLASTIC TRIM CAP
- 3/16" WHITE PLEXIGLAS FACE w/ VINYL OVERLAY
- .040 ALUMINUM RETURN (.063 BACK)
- 1/4" DRAIN HOLES (Min. 2 per letter)
Raceway also has drainholes as needed
- LED ILLUMINATION
- LED POWER SUPPLY
- 8"x5"x.040 ALUMINUM RACEWAY (Length varies)
Raceway has 2 lip at the top for hanging;
paint to match wall background
(raceway formed from one piece of aluminum)
- 1"x1" INTERNAL WELDED ALUMINUM ANGLE
continuous along the length of top (front & back)
w/ angle cross supports spaced along length
- TOGGLE DISCONNECT SWITCH
- FACADE - WALL STRUCTURE (TBV)
- EXISTING 120 VOLT SERVICE
- MOUNTING HARDWARE (3/8"x5" Bolts)
- ANGLE SHOE FOR ATTACHMENT AT BOTTOM

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes.
This includes proper grounding and bonding of the sign.



Client:
RED WING SHOE COMPANY, INC.
314 Main Street
Red Wing, MN 55066

Location Address:
Red Wings
2916 Kate Hyde Blvd
Bartlett, TN 38133

Description:

Channel Letters
(30.17 sq.ft.):

Qty: 1

Manufacture illuminated channel letters on a raceway

Color Key:

- 3M Cardinal Red #230-53
- Black
- White
- Paint Raceway SW 6061 to match Brick

Layout Date:
05/26/2017

Revision Date:
06/02/2017
07/05/2017
07/12/2017
09/01/2017 - 1A/AR

**EGAN
SIGN**

1100 Berkshire Blvd. Suite 200, Wyomissing, PA | (Toll Free): 844.460.6631 | (Fax): 610.478.1332 | www.egansign.com

This design/engineering proposal will remain the exclusive property of Egan Sign until approved and accepted through purchase by client named directly on drawing and may not be duplicated by other parties or design fee will apply @ \$95 per hour.

Sign Management Made Simple

File Name:
21267_Bartlett.pdf
Project Number: 21267



Attachment: Red Wing Shoes 3rd wall sign app (2264 : Letter of Appeal DRC Red Wing Shoes November 2017)

1100 BERKSHIRE BLVD • SUITE 200
WYOMISSING, PA 19610
P: 610.478.1330 • F: 610.478.1332
WWW.EGANSIGN.COM

EGAN
SIGN

September 19, 2017

City of Bartlett
6382 Stage Road
Bartlett, TN 38134

RE: Red Wing (sign approval submittal for 3rd sign)
2916 Kate Hyde Blvd.

To Whom It May Concern,
Enclosed please find the permit submittal packages for the proposed sign at the Red Wing at
2916 Kate Hyde Blvd. The packages include the follow:

DRC Submittal:

Four (4) sets of plans
One (1) check in the amount of \$100
One (1) DRC application
One (1) sign permit application

Please contact me at (484) 869-5234 or laurel.monahan@egansign.com with any questions or
comments.

Thank you for your time.

Sincerely,
Egan Sign

Laurel Monahan

Attachment: Red Wing Shoes 3rd wall sign app (2264 : Letter of Appeal DRC Red Wing Shoes November 2017)



November 21, 2017

City of Bartlett
 Board of Mayor and Alderman
 6400 Stage Road
 Bartlett, TN 38134

Dear Board Members:

Egan Signs represents Red Wing Shoe Company, located at 2916 Kate Hyde Boulevard. This letter shall serve to officially accept the Denial of our Application of the requested signage from the Design Review Committee for a wall sign on the North elevation. This letter shall also serve as our appeal to the Board of Mayor and Alderman as allowed in the City of Bartlett's sign ordinance.

The denial is based on the City of Bartlett's sign ordinance section 14-448, that allows a maximum of two (2) wall signs and a maximum sign area for wall signs of 35 square feet.

The reasoning for our appeal stems from a concern for public safety. Due to the location of the Red Wing pad site, behind the Panera Bread which is along Highway 84, the traffic entering the center from 84 has to pass the Panera Bread in order to see the sign on the south side of the building and the sign on the west/storefront is only visible as you pass and make the right turn into the parking area.

The hardship that we are faced with is the amount of traffic coming from the rear of the property from the Lowe's and Walmart Super Store and the lack of signage allowed to effectively identify the business to this traffic. By the time that vehicles can see the store front signage, there is a concrete lane divider that does not allow cars to turn left into the parking area for Red Wing. The vehicles will either need to brake hard and cause traffic incidents or be forced back onto the highway.

While we understand that another business, America's Best Contacts and Eyeglasses also appealed and was denied, we strongly feel that our situation is unique. Our pad site is in a location that has a roadway with a concrete median parallel to the entrance so that traffic can only enter from one direction, the other business did not have that constraint.

At the meeting on December 12, 2017, we will present our concerns for the potential traffic incidents due to the sign visibility. We appreciate the opportunity to discuss these concerns with you for consideration.

Respectfully,

Marilyn Brennan
 Business Development Manager

Attachment: Red Wing Shoes Appeal Letter (2264 : Letter of Appeal DRC Red Wing Shoes November 2017)

OCTOBER 17, 2017

BARTLETT DESIGN REVIEW COMMISSION MINUTES

The Design Review Commission met in the Assembly Chamber at City Hall, on Tuesday, October 17th, 2017 at 6:30 p.m. for the regular meeting. Alderman Emily Elliott, Chairman, presided over the meeting.

NEW BUSINESS

Sign

1. Red Wing Shoes, 2916 Kate Hyde Blvd., (Laurel Monahan, Egan Sign)

INTRODUCTION: Mr. Sam Harris explained that Ms. Laurel Monahan with Egan Sign is requesting Design Review Commission (DRC) approval of a wall sign for Red Wing Shoes. The subject property is located at 2916 Kate Hyde Boulevard (north of Panera Bread) within the “C-H” Highway Commercial Zoning District.

BACKGROUND: The subject property has two existing tenant identification wall signs totaling 25.94-square feet on the west and south elevations. Also, the subject property has a ground sign identifier on the multi-tenant ground sign for Lot 1 of the Kate Hyde Subdivision which does not count towards the allowable square footage.

DISCUSSION: The specific request by the applicant is for the approval of a third tenant identification wall signs for Red Wing Shoes.
The specifics of the proposed signs are as follows:

<u>Wall-Sign:</u>	<u>Description</u>
Location:	The sign will be attached to a raceway on the fascia on the north elevation of the building facing the private shared access drive off Kate Hyde Boulevard for the Walmart parking lot.
Size:	The linear frontage of the building is 35-feet. The proposed sign measures 167.14” x 26” = 30.17-square feet
Font:	Corporate
Materials/Colors:	White plexiglas lettering with 3M Cardinal Red #230-53 vinyl overlay logo and black aluminum trim cap.
Sign Message:	“Logo” RED WING
Mounting Structure:	Aluminum raceway painted SW 6061 to match the building fascia

Logo:	Red wing
Lighting:	LED
Landscaping:	None Proposed

Recommendation: Denial of wall sign.

Planning Comments:

1. The location of the wall signs may be approved at the discretion of the Design Review Commission per Ordinance 14-447 subsection #2, states in part that, “With the approval of the Design Review Commission, Director of Planning or duly authorized representative, a wall sign may be affixed to a side wall or a rear wall, but **the permitting of such shall not act to increase either the allowed square footage nor the number of signs allowed**, nor shall the manner of calculating the allowable square footage be affected.
2. The proposed wall sign does not comply with the Sign Ordinance in terms of number of signs allowed (2) nor the allowed square footage based on linear frontage (35-square feet). The combination of the two existing wall signs and the proposed third wall sign results in 56.11-square feet.
3. The applicant was provided an option for a logo wall sign for the proposed elevation not to exceed the remaining 9.06-square feet of permitted signage based on the building’s linear frontage of 35-feet.

Planning Conditions:

1. If the sign is denied by the DRC, the applicant may request an appeal to the Board of Mayor and Aldermen in writing within 5-days of the DRC’s decision.
2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Gerald Simpson, 2916 Kate Hyde, was present to represent this application.

Chris Triplett questioned two other signs. Sam Harris stated the lot has one on Kate Hyde and two was signs on S & W. Is requesting one on the north shared access into Wal-Mart. Was 30.17 square feet based on authorized 35 square feet total. With the added third sign it would amount to in 56.11-square feet.

Gerald Simpson stated that due to the partition in front of shared drive you cannot see the sign until you are past the partition at Highway 64. It is a median.

Chris Triplett explained the process of the DRC denial which can be appealed to the Board of Mayor and Aldermen.

Sam Harris - Talked about possibility that they could put a Logo on that side. Most people understand and are familiar with the Red Wing emblem.

Mike Terry made another suggestion that they might want to just move the other sign from that side to the side next to the shared exit.

Gerald Simpson was asked whether they wanted to change the application or Appeal to the Board or Mayor and Aldermen?

Again suggested to move the sign next to the Panera side to the North side and Red Wing logo on other side.

Mr. Simpson stated the other buildings have signs on all sides. He was reminded that Panera has building frontage on Hwy 64 and Kate Hyde. Mr. Simpson stated he wanted to consult with the other staff to see what they can agree to. Feels it is detrimental because it is not as accessible as the other buildings.

Alderman Elliott stated we have rules for a reason. Suggested the Logo on that side. That is the reason businesses have logo. Suggested we continue to next meeting.

Motion was made by Chris Triplett to continue this application for Red Wing Shoes, 2916 Kate Hyde Blvd. signage until the November Design Review Commission meeting. Mr. Keith Whaley seconded the motion. Roll Call Vote: All members voted yes. Motion was carried.

NOVEMBER 21, 2017

BARTLETT DESIGN REVIEW COMMISSION MINUTES

The Design Review Commission met in the City Hall Annex, Large Conference Room, on Tuesday, November 21st, 2017 at 6:30 p.m. for the regular meeting. Alderman Emily Elliott, Chairman, presided over the meeting.

CONTINUED

Sign

2. Red Wing Shoes, 2916 Kate Hyde Blvd. (Laurel Monahan, Egan Sign)

INTRODUCTION: Ms. Kim Taylor explained that Ms. Laurel Monahan with Egan Sign is requesting Design Review Commission (DRC) approval of a wall sign (tenant identifier) for Red Wing Shoes. The subject property is located at 2916 Kate Hyde Boulevard (north of Panera Bread) within the “C-H” Highway Commercial Zoning District.

BACKGROUND: The subject property has two existing tenant identification wall signs totaling 25.94-square feet on the west and south elevations. Also, the subject property has a ground sign identifier on the multi-tenant ground sign for Lot 1 of the Kate Hyde Subdivision which adds 5-square feet towards the allowable square footage.

DISCUSSION: The specific request by the applicant is for the approval of a third tenant identification wall sign for Red Wing Shoes. The specifics of the proposed signs are as follows:

<u>Wall-Sign:</u>	<u>Description</u>
Location:	The sign will be attached to a raceway on the north elevation of the building. The sign will face a private shared access drive off Kate Hyde Boulevard toward the Walmart parking lot.
Size:	The linear frontage of the building is 35-feet. The proposed sign measures 167.14" x 26" = 30.17-square feet
Font:	Corporate
Materials/Colors:	White plexiglas lettering with 3M Cardinal Red #230-53 vinyl overlay logo and black aluminum trim cap.
Sign Message:	"Logo" RED WING
Mounting Structure:	Aluminum raceway painted SW 6061 to match the building fascia
Logo:	Red wing
Lighting:	LED
Landscaping:	None Proposed

Recommendation: Denial of wall sign.

Planning Comments:

1. The location of the wall signs may be approved at the discretion of the Design Review Commission per Ordinance 14-447 subsection #2, states in part that, "With the approval of the design review commission, director of planning or duly authorized representative, a wall sign may be affixed to a side wall or a rear wall, but **the permitting of such shall not act to increase either the allowed square footage nor the number of signs allowed**, nor shall the manner of calculating the allowable square footage be affected.
2. The proposed wall sign does not comply with the Sign Ordinance in terms of number of signs allowed (2) nor the allowed square footage based on linear frontage (35-square feet). The combination of the existing signage and the proposed third wall sign results in 61.11-square feet.
3. The applicant was provided options for a logo wall sign for the proposed north elevation not to exceed the permitted signage based on the building's linear frontage of 35-feet.

Planning Conditions:

1. If the sign is denied by the DRC, the applicant may request an appeal to the Board of Mayor and Aldermen in writing within 5-days of the DRC's decision.

2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Motion was made by Chris Triplett to deny the additional wall signage for Red Wing Shoes, 2916 Kate Hyde Blvd. Mike Terry seconded the motion. Roll Call Vote: All members present voted yes. Motion was carried.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2265)

Meeting: 12/12/17 07:00 PM
Department: Administration
Category: Agreement
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2265

Resolution 50-17, a resolution to donate approximately 20 acres of real property located at 3375 Appling Road to the State of Tennessee for the purpose of building a Tennessee College of Applied Technology campus.

WHEREAS, the Tennessee College of Applied Technology intends to build a campus within the City of Bartlett; and

WHEREAS, the Tennessee College of Applied Technology did receive several grants and the City of Bartlett Board of Mayor and Aldermen approved funding \$1 million for the facility land acquisition, and

WHEREAS, the City of Bartlett purchased approximately 20 acres of land for the Tennessee College of Applied Technology to build a facility at 3375 Appling Road, and

WHEREAS, Tennessee Code Annotated §12-2-420 grants authority to transfer surplus property among governmental entities; and

WHEREAS, the City of Bartlett has determined to transfer the approximately 20 acres of land located at 3375 Appling Road (Tax Parcel B015800681) by gift surplus to the State of Tennessee for the express purpose of building a Tennessee College of Applied Technology campus.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN, that approximately 20 acres of property located at 3375 Appling Road (Tax Parcel B015800681), declared as surplus property by the City of Bartlett, is hereby transferred by gift to the State of Tennessee.

Adopted this day of December 12, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Brown explained that the City wishes to donate 20 acres of land at the corner of Brother and Appling to the State of Tennessee Board of Regents for a Tennessee College of Applied Technology campus. The Board approved the land purchase July 11, 2017.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2262)

Meeting: 12/12/17 07:00 PM
Department: Parks and Recreation
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Shan Criswell
Sponsors:
DOC ID: 2262

Ordinance 17-08, an ordinance to amend Title 11, Chapter 3, Section 306 of the Codified Ordinances of the City of Bartlett, Tennessee to amend the use of watercraft upon public, municipal waters.

NOW THEREFORE BE IT HEREBY ORDAINED that the Board of

Mayor and Aldermen amend Title 11, Chapter 3, Section 306 as follows:

11-306. ~~Water~~ Motorized crafts, boats, etc. on any city-owned lake, pond, detention basin or other public waterways prohibited.

(1) No person shall bring into or operate any ~~motorized~~ watercraft, excluding remote controlled model watercraft, upon any public waters, ponds, detention basins or any other publicly owned or managed waterway, ~~unless a permit is obtained from the City of Bartlett Chief of Police.~~ *The mayor shall have the authority to allow exceptions.*

(2) Penalty. Violations of this section shall be a misdemeanor and subject to misdemeanor fines and penalties.

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

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

First Reading: December 12, 2017

Second Reading: January 9, 2018

Updated: 12/4/2017 5:07 PM by Stefanie McGee

Page 1

Third Reading: January 23, 2018

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mrs. Criswell explained that the current ordinance only prohibits motorized watercraft, but not kayaks, canoes or other similar vehicles. This change will prohibit all watercraft from municipal waters.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next:
	1/9/2018 7:00 PM	
MOVER:	Emily Elliott, Alderman	
SECONDER:	David Parsons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	