



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, FEBRUARY 23, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Grant Nixon, Christ Church Bartlett

FUTURE MEETINGS

Beer Board, March 1 at 6 p.m.

Bartlett Station Commission, March 2 at 7:30 a.m.

City Beautiful Commission, March 3 at 7 p.m.

Family Assistance Commission, March 7 at 6 p.m.

Planning Commission, March 7 at 7 p.m.

RECOGNITIONS

Swear-in Division I Judge Tim Francavilla

Firefighter Promotion

National Engineers Week Proclamation

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 9, 2016 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Special event permit for Crosstown 5K. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, April 2 from 8 a.m. to 12 p.m. at Bartlett United Methodist Church.

2 Special event permit for Oak Elementary 3rd Annual Running of the Rams 5K Run. (Jim Brown, Director of Code Enforcement)

The event will be held on Friday, May 13 from 4 to 10 p.m. at Oak Elementary School.

3 Special event permit for Stanky Creek Mountain Bike Races. (Jim Brown, Director of Code Enforcement)

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

4 Bid for to replace 18 jail toilets. (Gary Rikard, Chief of Police)

Recommend accepting the lowest complete bid from Gipson Mechanical Contractors at a total cost of \$40,433.00. Funds are available in Account 311.48311.785.20316.

5 Shelby County Wellhead Protection annual maintenance fee. (Dick Phebus, Director of Finance)

Recommend authorization to pay the Shelby County Health Department \$11,777.70. This fee is based on the number of water meters in the City of Bartlett (21,414) multiplied by \$0.55 per meter. Funds are available in Account 510.51200.644.

6 Site Plan Contract for Krispy Kreme Doughnuts Corporation. (Wade Towles, Assistant Director of Engineering)

The developer, Krispy Kreme Doughnuts Corporation, will pay \$12,058.25 in City fees. The bond is set at \$64,850.00.

7 Site Plan Contract for Kate Hyde-64, Lot 2. (Wade Towles, Assistant Director of Engineering)

The developer, 64 Kate Hyde Partners, will pay \$7,519.23 in City fees. The bond is set at \$59,405.00.

8 Treasurer's Report for January 2016. (Dick Phebus, Director of Finance)

NEW BUSINESS

I Appoint Jonathon Smith to the Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)

- 2 **Resolution 08-16, a resolution to request unclaimed balance of accounts remitted to State Treasurer under unclaimed property act. (Dick Phebus, Director of Finance)**

- 3 **Resolution 09-16, a resolution to amend the Fiscal Year 2016 General Fund and Capital Improvement Program Budgets to provide for additional funding for two-way radio communication system. (Dick Phebus, Director of Finance)**

- 4 **Contract for installation of two-way radio communications system for public safety operations. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 9, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Christopher D. Briwder, Sr., Temple of Praise

FUTURE MEETINGS

Parks and Recreation Advisory Board, February 11 at 7 p.m.

Historic Preservation Commission, February 15 at 7 p.m.

BPACC Advisory Board, February 16 at 6 p.m.

Bartlett Arts Council, February 16 at 6:30 p.m.

Design Review Commission, February 16 at 6:30 p.m.

RECOGNITIONS

Mayor McDonald and the Aldermen recognized Boy Scouts from Troop 457, attending to earn communications merit badges.

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

MINUTES ACCEPTANCE

Minutes of the January 26, 2016 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 Feb 9, 2016 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

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

I. Resolution 01-16, a resolution approving a First Addition to the Planned Development for Elpine Gray Estates.

Paul Bray, 2950 Stage Plaza North, spoke on behalf of the developer. They are in agreement with staff conditions.

Kelly Price, 4918 Martelia, spoke in opposition of the development. Mr. Price said since moving into the neighborhood in 2007 his property value has decreased, and he fears this addition will further decrease the value with smaller houses.

Mr. Emerick added that the Elpine Gray Estates Homeowners Association covenants require a minimum house size of 2,000 square feet.

Mayor McDonald read a letter of opposition from Brenda Macdonald-Mellick into the record. Mrs. Madonald-Mellick is concerned about human and property safety, property values, and the environment.

UNFINISHED BUSINESS

I Resolution 01-16, a resolution approving a First Addition to the Planned Development for Elpine Gray Estates. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick explained that this addition to Elpine Gray Estates is a 5.25 acre tract that is surrounded by the original subdivision. This addition has two stub streets, which will be connected through this addition. Sixteen residential lots, ranging in size from 11,000 to 14,000 square feet, will be added to the neighborhood. The Planning Commission recommended approving this resolution.

Alderman Parsons asked the project's developer Mr. Featherstone if he plans to build homes or sell the lots. Mr. Featherstone said he will most likely sell the lots. He said if he were to build houses, they would be a minimum of 3,000 square feet. Mr. Bray added that the houses built in the addition will have the same architectural standards as the original development.

Alderman Simmons asked if the Planning Department has met with the neighborhood's homeowners' association. Mr. Emerick explained that staff does not typically meet with homeowners, but added that notices were mailed to residents within 1,000 square feet of the site for both the Planning Commission and Board of Mayor and Aldermen public hearings.

Rick McClanahan, Director of Engineering, explained that neither of the dry detention basins was designed to be wet basins. During the public hearing, Mr. Price mentioned his realtor telling him there would be two lakes in the neighborhood, which never came to fruition.

Alderman Young, the Board's liaison to the Planning Commission, stated no one spoke at the Commission's public hearing for this development. Everything submitted for this addition has been in keeping with the original subdivision.

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

CONSENT AGENDA

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

- 1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Four items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 Professional services contract modification with A2H for Bartlett Road Bridge Project. (Rick McClanahan, Director of Engineering)**
Due to unexpected delays, A2H spent an additional 103 days providing construction inspection for the Bartlett Road Bridge Project. The additional work costs \$14,013.75. Funds are available in Account 311.48311.780.426.
- 3 Right-of-Way Agent for Old Brownsville Road Widening Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the proposal from Stanfield Consultants at a cost of \$136,625, plus a contingency amount of \$13,375 for a total cost of \$150,000. Funds are available in Account 311.48311.770.422.

NEW BUSINESS

- 1 Resolution 06-16, a resolution to accept a grant from Petsmart Charities, Inc. And To Amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the funding for the City of Bartlett Animal Shelter. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this resolution will accept a grant award from PetSmart Charities in the amount of \$16,755.31.

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

2 Resolution 07-16, a resolution to amend the Fiscal Year 2016 Capital Improvement Fund Budget to provide for additional funding for Memphis Arlington/Altruria signal. (Dick Phebus, Director of Finance)

Mr. Phebus explained that the Engineering Department obtained an additional \$7,000 for the Memphis-Arlington traffic signal. This was a grant from the Tennessee Department of Transportation.

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

3 Appoint Division I Judge. (A. Keith McDonald, Mayor)

Mayor McDonald explained that each Alderman would nominate a judicial appointee for Division I Judge to replace Freeman Marr. Judge Marr died December 17, 2015.

After nominations, the Board would vote on those nominated, with the candidate with the least amount of votes dropping off until a successor is chosen.

Board nominations:

Alderman Pleasant - Tim Francavilla

Alderman Elliott - Phillip Walker

Alderman Parsons - Henry Miller

Alderman Simmons - Tim Francavilla

Alderman Young - Phillip Walker

Alderman Sedgwick - Tim Francavilla

First round of voting:

Alderman Pleasant - Tim Francavilla

Alderman Elliott - Phillip Walker

Alderman Parsons - Tim Francavilla

Alderman Simmons - Tim Francavilla

Alderman Young - Phillip Walker

Alderman Sedgwick - Tim Francavilla

Tim Francavilla was appointed as Division I Judge in Bartlett City Court.

Mayor McDonald said the City will hold an election in November to fill the remainder of the eight-year term, which ends in 2018.

OPEN DISCUSSION

Mayor McDonald announced that in celebration of the City's 150th anniversary, he will be growing a beard until the Fall Festival. There will be a contest for mustaches, goatees, and beards at the festival. The City will sell Bartlett Beards pins for \$5 with a portion of the proceeds benefiting the Veterans home in Arlington.

Kelly Price, 4918 Martelia, said he doesn't believe the Board looked fully at the ramifications of the addition to Elpine Gray Estates (Resolution 01-16). He is unhappy with the Board's decision to approve the addition.

Sandra Brown, 7603 Romero Drive, said she doesn't think the Elpine Gray Estates residents had a fair say in the addition.

ADJOURNMENT

Meeting adjourned at 7:35 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Feb 9, 2016 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Crosstown 5K.



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

5676 STAGE RD. 38134
 Address Zip Code
APRIL 2nd, 2016 8AM - 12PM
 Dates of the Event Hours of the Event
5K RUN/WALK FUNDRAISER
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
BARTLETT UNITED METHODIST CHURCH
 Property Owner
SAM THOMPSON 5676 STAGE RD.
 Special Event Permit Applicant Address of Applicant
901-386-2724 901-386-9927
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☐ Letter of Permission
☐ Insurance
☐ Tents (Fire Retardant letter included)
☐ Special Event Checklist
☒ Map
☐ Sign or Banner

60.00 Special Event Fee
4.00 Permit Issuing Fee
64.00 Total

SAM THOMPSON [Signature] 2/4/16
 Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: a Crosstown 5K
 Location: BARTLETT VML - 5676 STAGE RD. 38134
 Dates: APRIL - 2nd

Type of special event: (Check one.)

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

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

Performance standards:

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

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

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

	Sub- mitted ✓ or X	OK	N/A		Comments
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.	WILL BE PROVIDED CLOSER TO DATE

Conditions

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

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

Special event permit application, content and submission requirements

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

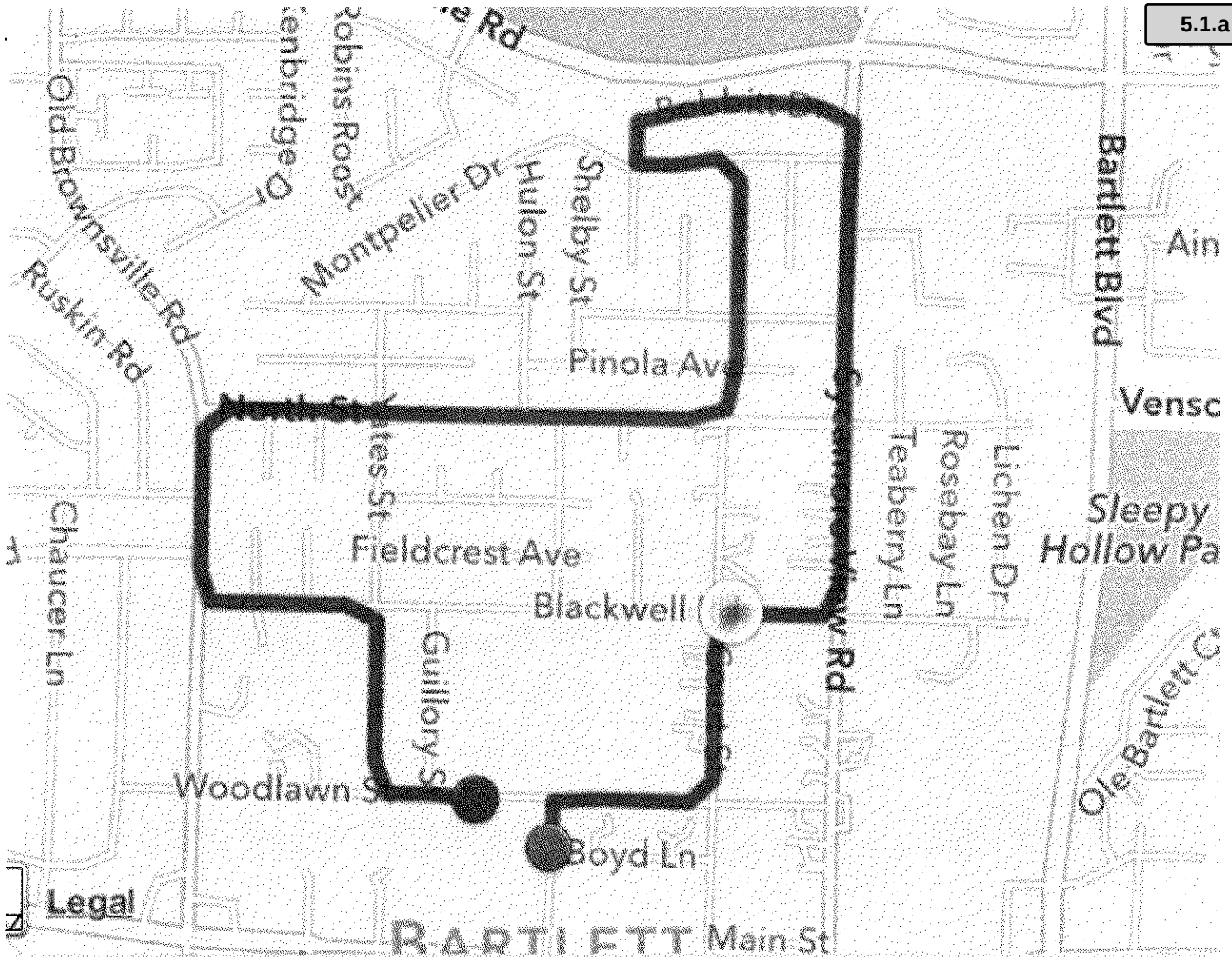
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



ELEVATION

320 ft

308

297

286

275

GAIN

+6.6 ft

MAX

315 ft

MIN

277 ft

Sam Thompson

From: Hugh Peterson <hugh@peterson-insurance.com>
Sent: Monday, February 08, 2016 12:02 PM
To: Sam Thompson
Subject: aCrosstown 5k
Attachments: Certificate_of_Coverage.pdf

Sam,
We'll be securing this coverage again for the Bartlett United Methodist 5k on 4-2-16. The 2016 certificate will be available 3-4-16.

Let me know if you need anything else before then.
Here's to another great event.

Hugh Peterson

Peterson Insurance Services, Inc
8046 N Brother Blvd, Ste 101
Bartlett, TN 38133
(901)302-4727
Mobile 486-3688
hugh@peterson-insurance.com

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Attachment: A Crosstown 5K-5676 Stage Rd-2016 (1708 : A Crosstown 5K)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/23/2015

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 HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Bartlett United Methodist Church 5676 Stage Rd Bartlett, TN 38134	INSURER A : New Hampshire Insurance Company 23841 INSURER B : United States Fire Insurance Company 21113 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SEL017252599	03/24/2015	04/06/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ Host Liquor						PERSONAL & ADV INJURY \$ 1,000,000
B	☒ Medical Expense			US432312	03/24/2015	04/06/2015	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
 This insurance is primary and non-contributory as required by written contract.
 This coverage is with respect to a Crosstown 5k event to be held 4/4/2015 - 4/4/2015 at Bartlett United Methodist Church Bartlett TN

CERTIFICATE HOLDER

CANCELLATION

 City of Bartlett
 City Hall
 Bartlett, TN 38134

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

AUTHORIZED REPRESENTATIVE

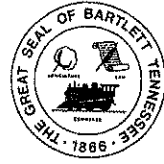
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Oak Elementary 3rd Annual Running of the Rams 5K Run.



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

3573 Oak Road 38135
 Address Zip Code

May 13, 2016 4pm - 10pm
 Dates of the Event Hours of the Event

5K Run/Walk Fund Raiser
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Property Owner
Oak Elementary PTO c/o Meredith Flores 3573 Oak Rd.
 Special Event Permit Applicant Address of Applicant
901-373-2646 901-373-1415
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

Meredith Flores 2-10-16
 Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: 3rd annual Running of the Rams 5K
 Location: Oak Elementary School
 Dates: Friday, May 13, 2016 4pm - 10pm

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

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

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			<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.	See map enclosed
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.	See map enclosed
3			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	✓			<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	Friday, May 13, 2016 4-10pm
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			✓	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			✓	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

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

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

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	✓			<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	BPD will be closing part of Oak Rd + Andrews Rd in sections due to 5k participants. See enclosed map.
21	✓			<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	copy enclosed

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



Association Insurance Management, Inc.
your partner for insurance and risk solutions

MEMBER CERTIFICATE OF INSURANCE

2/10/16

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN152012

NAMED INSURED MEMBER:

Oak Elementary PTO
Attn: Patricia McDonald or Current Officer
3573 Oak Rd
Bartlett, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Homeland Ins Co of New York / BW04177 Commercial General Liability		10/1/15 - 10/1/16	NONE	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Homeland Ins Co of New York / BW04177 Medical (Accident Medical)		10/1/15 - 10/1/16	NONE	Any One Person	\$25,000
				Aggregate	\$25,000
Homeland Ins Co of New York / BX79014 Non-profit Prof Liability (Officers Liability)*		10/1/15 - 10/1/16	\$ 1,500	Aggregate	\$1,000,000
				*Annual Aggregate applies to all member certificate holders combined.	\$20,000,000
	Retro-active Effective Date:	10/1/15			
Homeland Ins Co of New York / BV77981 Comm'l Crime & Fidelity (Bond)		10/1/15 - 10/1/16	\$ 250	Each Occurrence	\$50,000
Homeland Ins Co of New York / BV77981 Property (Bus. Personal Prop/Comp Sys)		10/1/15 - 10/1/16	\$ 250	Each Occurrence	\$10,000

City of Bartlett is added as an additional insured for General Liability only.

Event: Running of the Rams 5K Walk/Run

Date/Time: May 13, 2016 3:00 PM - 10:00 PM

Certificate Holder:

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: OAK ELEMENTARY 5K RUN FUND RAISER-2016 (1709 : 3rd Annual Running of the Rams 5K Run)



Association Insurance Management, Inc.
your partner for insurance and risk solutions

MEMBER CERTIFICATE OF INSURANCE

2/10/16

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN152012

NAMED INSURED MEMBER:

Oak Elementary PTO
Attn: Patricia McDonald or Current Officer
3573 Oak Rd
Bartlett, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Homeland Ins Co of New York / BW04177 Commercial General Liability		10/1/15 - 10/1/16	NONE	Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$1,000,000
				Personal & Advertising Injury	\$1,000,000
				Fire Damage (any one fire)	\$50,000
Homeland Ins Co of New York / BW04177 Medical (Accident Medical)		10/1/15 - 10/1/16	NONE	Any One Person	\$25,000
				Aggregate	\$25,000
Homeland Ins Co of New York / BX79014 Non-profit Prof Liability (Officers Liability)*		10/1/15 - 10/1/16	\$ 1,500	Aggregate	\$1,000,000
				*Annual Aggregate applies to all member certificate holders combined.	\$20,000,000
	Retro-active Effective Date:	10/1/15			
Homeland Ins Co of New York / BV77981 Comm'l Crime & Fidelity (Bond)		10/1/15 - 10/1/16	\$ 250	Each Occurrence	\$50,000
Homeland Ins Co of New York / BV77981 Property (Bus. Personal Prop/Comp Sys)		10/1/15 - 10/1/16	\$ 250	Each Occurrence	\$10,000

Bartlett City Schools is added as an additional insured for General Liability only.

Event: Running of the Rams 5K Walk/Run

Date/Time: May 13, 2016 3:00 PM - 10:00 PM

Certificate Holder:

Bartlett City Schools
5650 Woodlawn Street
Bartlett, TN 38134

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: OAK ELEMENTARY 5K RUN FUND RAISER-2016 (1709 : 3rd Annual Running of the Rams 5K Run)

M Flores

From: "Jeff Cox" <jcox@bartlettspolice.org>
To: "M Flores" <jmflores6@comcast.net>
Sent: Monday, February 08, 2016 9:51 AM
Subject: RE: 5K Course Approval

Approved please let me know when you get your permit so I can start making plans for traffic control.
Have a great day

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

----- Original message -----

From: M Flores <jmflores6@comcast.net>
Date: 2/8/2016 9:20 AM (GMT-06:00)
To: Jeff Cox <jcox@bartlettspolice.org>
Subject: 5K Course Approval

Inspector Cox:

I am in the process in getting my paperwork together to get approval for my city permit for the **3rd annual Running of the Rams 5K** that is hosted by Oak Elementary PTO. Attached is a map of the 5K course that will be ran on **Friday, May 13, 2016 at 6:00pm** in the evening...same course as last year. It will start on Andrews Rd in front of Oak Elementary School and finish off of Oak Rd in the Oak Elementary side parking lot. Last year we had over 600 running, and were short police to help at intersections. Can I request to have more this year?

I would appreciate your approval so I my submitted it to the City of Bartlett with my permit application. Please let me know if you need anything else!

Thank you!
Meredith Flores
Race Director
Oak Elementary PTO VP Communications
901-262-5101



February 8, 2016

To Whom It May Concern:

Due to this event being a fundraiser for Oak Elementary School to assist in the purchasing of items for the Fine Arts & P.E. Program for the school, would you please consider waiving the "Special Event Fee" and the "Permit Issuing Fee"?

Thank you very much!

Meredith Flores

Oak Elementary PTO VP of Communications
5K Race Director

Attachment: OAK ELEMENTARY 5K RUN FUND RAISER-2016 (1709 : 3rd Annual Running of the Rams 5K Run)



November 10, 2015

To: Oak Elementary PTO

Re: Property Approval for
3rd Annual Running of the Ram 5K

To Whom It May Concern:

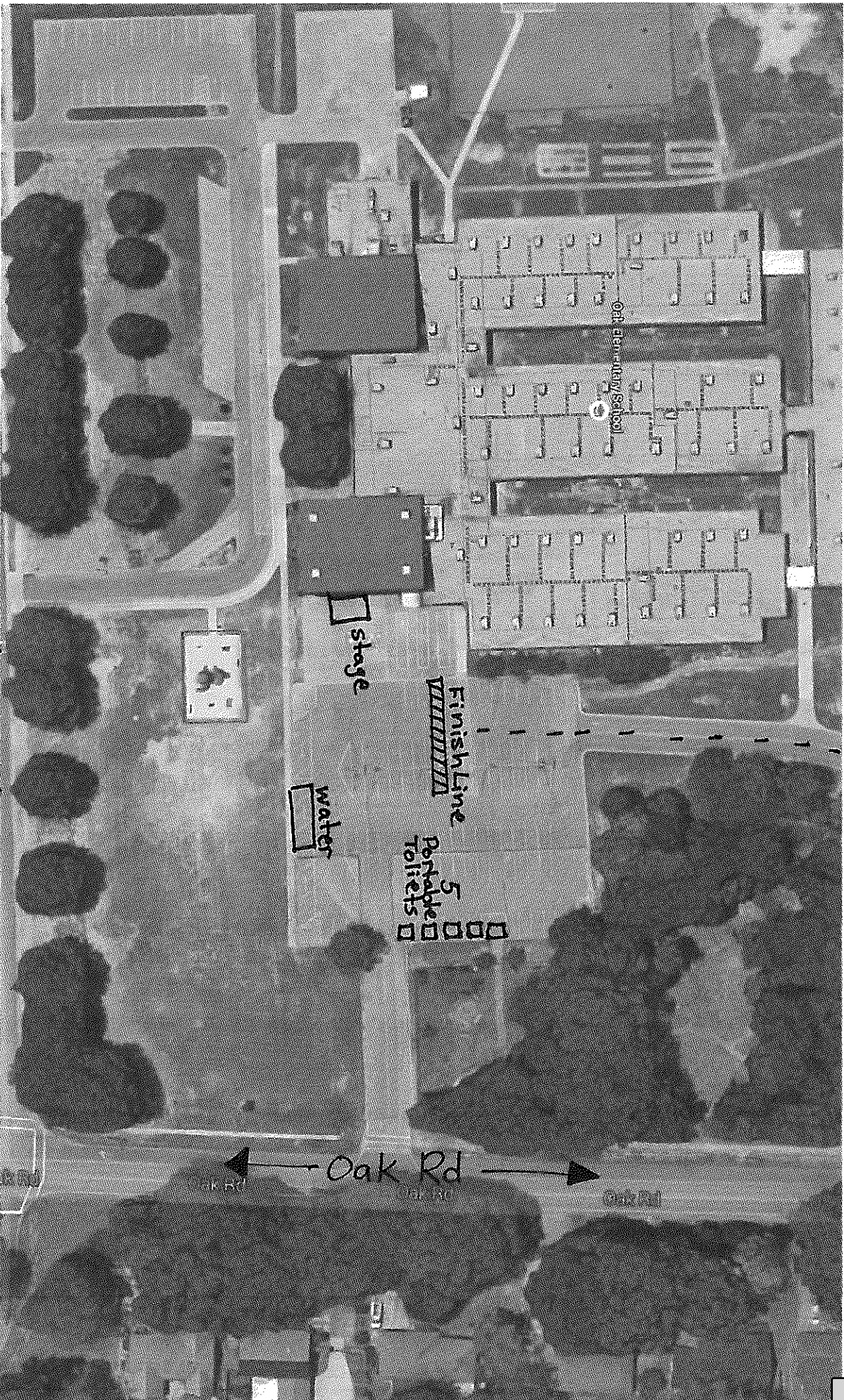
I grant permission for Oak Elementary PTO to host the "3rd annual Running of the Rams 5K" event on the property of Oak Elementary School located on 3573 Oak Road in Bartlett, TN on May 13, 2016 from 4:00pm-10:00pm.

Sincerely,

Marie F. DeLockery
Principal

Google Maps

3573 Oak Rd
Oak Elementary School



Google Maps

Attachment: OAK ELEMENTARY 5K RUN FUND RAISER-2016 (1709 : 3rd Annual Running of the Rams 5K Run)

May 13, 2016



SPONSORSHIP INFORMATION



3RD ANNUAL RUNNING OF THE RAMS 5K
FRIDAY, MAY 13, 2016 AT 6:00PM
WWW.RUNNINGOFTHERAMS.RACESONLINE.COM

OAK ELEMENTARY SCHOOL
3573 OAK ROAD
BARTLETT, TN 38135
HOME OF THE RAMS
<http://oes.bartlettschools.org/>

EVENT DESCRIPTION:

The Running of the Rams 5K Run is hosted by Oak Elementary PTO. This is our third year in hosting the 5K! In 2014 for the Running of the Rams 5K had 724 registered participants, and we increased that number to 850 registered participants in 2015. The Running of the Rams 5K is successful due to the financial support from our generous sponsors. Our past sponsors are visibly recognized in our school to students, parents, and guests alike to show our appreciation for their support. Also, a list of our gracious sponsors can be seen online, along with a link to their website at www.RunningOfTheRams.RacesOnline.com.

The Running of the Rams 5K will assist Oak Elementary in raising funds for their Fine Arts and PE Programs which will benefit the students of Oak. The 5K Run is designed to be a "family friendly" event in which young and old, beginner and advanced runners can participate. There will be food, music, awards, and more.

WHEN:

Friday, May 13, 2016 at 6:00pm

WHERE:

Oak Elementary School
3573 Oak Road
Bartlett, TN 38135

REGISTRATION INFORMATION:

	Through 5/1/16	After 5/1/16
5K Runner/Walker	\$23	\$28
Children 17 & under	\$18	\$23
Ghost Runner w/ shirt	\$15	\$20
Ghost Runner w/out shirt	\$15	\$20

DISCOUNTS:

MRTC Members (Member ID#) \$2

AWARDS:

NEW THIS YEAR! Finisher Medals for all registered participants that cross finish line

Overall - Top Male and Female Participant

Masters - Top Male and Female Participant

Grandmaster - Top Male and Female Participant

Wheelchair - Top Male and Female Participant

*Overall Winners are not eligible for age division awards

AGE DIVISION:

6 and under, 7-8, 9-10, 11-12, 13-15, 16-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70 and over

CHIP TIMING:

Memphis Runners Track Club (MRTC) will provide chip timing for all runners and walkers. Runners will instantly see their results on a large flat screen TV as they cross the finish line.

SPONSORING OPPORTUNITIES

PLATINUM (\$3000 DONATION)

- Company logo prominently displayed on all marketing materials.
- Company logo prominently displayed on race shirt, website (link), & flyer.
- Company logo on banner inside of school one month prior to race day
- Company logo displayed at three Mile Marker Signs & one Water Table Sign
- Recognition from stage by MC as the Platinum sponsor
- Promotional Table at the event
- Opportunity to donate company items for participant goody bags with your monetary donation
- 10 complimentary race entries & shirts

GOLD (\$1000 DONATION)

- Company logo on race shirt, website (link), & flyer
- Company logo on banner inside of school one month prior to race day
- Company logo displayed at three Mile Marker Signs
- Recognition from stage by MC as a Gold sponsor
- Promotional Table at the event
- Opportunity to donate company items for participant goody bags with your monetary donation
- 5 complimentary race entries & shirts

SILVER (\$500 DONATION)

- Company logo on race shirt, website (link), & flyer
- Company logo on banner inside of school one month prior to race day
- Company logo displayed at one Water Table
- Opportunity to donate company items for participant goody bags with your monetary donation
- 3 complimentary race entries & shirts

BRONZE (\$250 DONATION)

- Company name on race shirt, website (link), & flyer
- Company name on banner inside of school one month prior to race day
- Opportunity to donate company items for participant goody bags with your monetary donation
- 2 complimentary race entries & shirts

IN-KIND DONATION

The donation of products or services in which we will assign you the appropriate sponsor incentives according to the value of your donation, but you will be recognized as an In-Kind Donor.

SPONSOR CONTRACT



Company/Name: _____
 Contact Person: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____ Fax Number: _____
 Email: _____
 Sponsor Name (as it should appear in print): _____
 Web Address to link for Advertising purposes: _____

SPONSORSHIP OPPORTUNITIES:

- ☐ Platinum Sponsor \$3000
☐ Gold Sponsor \$1000
☐ Silver Sponsor \$500
☐ Bronze Sponsor \$250

☐ In-Kind Donation Value \$ _____
 Description: _____

TOTAL SPONSOR DONATION: \$ _____

CHECK #: _____ (Payable to Oak Elementary PTO)

ALL DONATIONS ARE TAX DEDUCTIBLE!

PLEASE RETURN THIS SPONSOR CONTRACT TO:

Oak Elementary School PTO
 ATTN: Meredith Flores, 5K
 3573 Oak Road
 Bartlett, TN 38135
 Office: 901-373-2646

For additional information or questions, please contact Meredith Flores, 5K Race Director, via email at Jmflores6@comcast.net. Deadline to return Sponsor Contract with your donation is **March 1, 2016**.

Thank you so much for sponsoring the 3rd annual "Running of the Rams 5K" at Oak Elementary School.
 Your gift will benefit their Fine Arts and PE Programs.
 Your donation is greatly appreciated!

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek Mountain Bike Races.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 02/23/16 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for to replace 18 jail toilets.

On January 8, 2016 an ad was placed in *The Daily News*. On January 21, the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Gipson Mechanical Contractors	\$40,433.00
Interline Brands, Inc. (Incomplete bid)	\$29,332.71
White Plumbing & Mechanical Contractors	\$43,890.00

We recommend the bid be awarded to Gipson Mechanical Contractors for a total price of \$40,433.00.

Funds are available in Account 311.48311.785.20316.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Shelby County Wellhead Protection annual maintenance fee.

SHELBY COUNTY HEALTH DEPARTMENT
Pollution Control Section
Water Quality Branch
814 Jefferson Avenue Room: 437
Memphis, Tennessee 38105
(901) 222-9599 Office
(901) 222-9561 Fax

December 31, 2015

City of Bartlett
The Honorable Keith McDonald, Mayor
3583 Altruria Road
Bartlett, Tennessee 38134

Funding/2016 Wellhead Protection Program
Contract # 9955

CR: 010-400403-4252

Estimated amount due: \$ 11,651.75

For: City of Bartlett

Funding for the Shelby County Health Department, Pollution Control, Ground Water Quality Control Program, assessed at a charge of .55 cents per meter for a total of 21,185 Meters for FY 2014.

Adjustment for FY 2015 Meter Connection/Actual number of meters 21,414
x .55 cents $\pm$.

To insure proper credit of your payment, please remit one copy of the enclosed invoice with your payment to the attention of Greg Parker/Water Quality Branch.

Total Amount due \$ 11,777.70

Attachment: Shelby Wellhead Fees.pdf (1706 : Shelby Wellhead Fee 2016)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

Site Plan Contract for Krispy Kreme Doughnuts Corporation.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE, hereinafter referred to
as the CITY and **KRISPY KREME DOUGHNUT CORPORATION** hereinafter referred to as the
DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
January 4, 2016, approved the Site Plan, Grading, and Erosion Control Plans for **Krispy Kreme
Doughnuts, 6072 Stage Road** and established certain conditions for approval of this Site Plan,
Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; and

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

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the
CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall
remain fully responsible for specific compliance with the requirements of the Subdivision
Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion
Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and
recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

HOLD HARMLESS

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

SPECIAL CONDITIONS:

- 1 A TDOT Utility and Right of Way Permit must be obtained to cover the work in the right of way of Stage Road. This work will consist of removing the two existing driveways, installation of new driveway, installation of a new water service tap, installation of sewer line and sewer manhole, and the installation of the new sidewalk.
- 2 The plat shall be recorded to consolidate the two existing parcels.
- 3 Developer shall coordinate the removal and relocation of the existing pedestal street light and shall be responsible for all associated costs.

XVII

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

Krispy Kreme Doughnut Corporation, 6072 Stage Road

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract
and before Construction Begins:

- 1 Water Plant Expansion (15% of
Water Main Costs = \$0.00) \$ 0.00.

2. a. Water System Engineering and
Subdivision Review (6% of
Water Main Cost) \$ 0.00.

- b. Subdivision and Site Plan Review
Fee @ \$175.00 per lot or 1.5% of
public improvement cost, whichever
is greater.
 $\$175.00 \times 1 = \175.00
 $1.5\% \times \$64,850.00 = \972.75 \$ 972.75.

3. Sewer Review Fee - \$10 per lot or \$25 per
250 feet of sewer line extension
(whichever is greater) Minimum charge
of \$25 per contract.
 $\$10$ implies 10
 $\$25$ implies 25 \$ 25.00.

4. Water Connection Fee
@ \$3,000.00 per tap
1 domestic -using existing for irrigation \$ 3,000.00.

5. SEWER BASIN: south
Sewer Connection Charge at either:
 $\text{@}\$2,333.00 \text{ per acre} = \$1,446.46$; or
 $\text{@}\$33 \text{ per Front Foot} = \$5,115.00$ \$ 5,115.00.

6. City Site Plan Inspection @ Greater of Either:
A. 3% of Development Cost = **\$1,945.50** or
B. \$300.00 per Lot = **\$300**
 Development Cost = \$64,850.00 \$ 1,945.50.

7. DRAINAGE BASIN: Harrington Creek

a. Drainage control fee for those lots not served
by a Detention Basin @ \$500.00 per half acre or
fraction thereof (in multiples of \$500) = \$1,000.00 \$ 1,000.00

b. Drainage control fee for lots served by a Detention
Basin @ \$250.00 per half acre or fraction thereof
(in multiples of \$250) = 450 \$

TOTAL DUE CITY \$ 12,058.25

II. Upon Execution of Site Plan Contract and
Before Construction Begins 100% of Development
Cost (BOND) \$ 64,850.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER: **Krispy Kreme Doughnut Corporation**

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Wade Towles

Department Head: Wade Towles

Site Plan Contract for Kate Hyde-64, Lot 2.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and **64 Kate Hyde Partners** hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
September 1, 2015, approved the Site Plan, Grading, and Erosion Control Plans for
Kate Hyde-64 Subdivision, Lot 2 and established certain conditions for approval of this Site
Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; and

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

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the
CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall
remain fully responsible for specific compliance with the requirements of the Subdivision
Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion
Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and
recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved

Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

HOLD HARMLESS

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

Special Conditions:

- 1 This contract covers the lot 2 site plan work.
- 2 Sewer tap fees were paid in the original Lowes and Walmart subdivision contracts.
- 3 The additional water taps and water line extensions/fire hydrants for sprinkler system FDC are required to be constructed with the Lot 2 site plan work.
- 4 All drainage pipes/structures (all are private) are considered associated with the individual site plan on Lot 2.

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
Kate Hyde-64 Subdivision, Lot 2

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract
and before Construction Begins:

- 1 Water Plant Expansion (15% of
Water Main Costs = \$5,100.00) \$ 765.00.

2. a. Water System Engineering and
Subdivision Review (6% of \$5,100.00
Water Main Cost) \$ 306.00.

- b. Subdivision and Site Plan Review
Fee @ \$175.00 per lot or 1.5% of
public improvement cost, whichever
is greater.
 $\$175.00 \times 1 = \175.00
 $1.5\% \times \$59,405.00 = \891.08 \$ 891.08.

3. Sewer Review Fee - \$10 per lot or \$25 per
250 feet of sewer line extension
(whichever is greater) Minimum charge
of \$25 per contract.
\$10 implies 10
\$25 implies 25 \$ 25.00.

4. Water Connection Fee
@ \$3,000.00 per tap
1 domestic \$ 3,000.00.

5. SEWER BASIN: south
Sewer Connection Charge at either:
@\$2,333.00 per acre = \$2,799.60; or
@\$33 per Front Foot = \$13,200.00
(this was paid in the original contract for Lowe's) \$ n/a.

6. City Site Plan Inspection @ Greater of Either:
A. 3% of Development Cost = **\$1,782.15** or
B. \$300.00 per Lot = **\$300**
Development Cost = \$59,405.00 \$ 1,782.15.

Attachment: KATE HYDE-64 LOT 2 CONTRACT (1714 : Site Plan Contract for Kate Hyde-64 Lot 2)

7. DRAINAGE BASIN: Fletcher Creek

a. Drainage control fee for those lots not served
by a Detention Basin @ \$500.00 per half acre or
fraction thereof (in multiples of \$500) = \$1,200.00 \$ n/a

b. Drainage control fee for lots served by a Detention
Basin @ \$250.00 per half acre or fraction thereof
(in multiples of \$250) = \$750.00 \$ 750.00

TOTAL DUE CITY \$ 7,519.23

II. Upon Execution of Site Plan Contract and
Before Construction Begins 100% of Development
Cost (BOND) \$ 59,405.00

Attachment: KATE HYDE-64 LOT 2 CONTRACT (1714 : Site Plan Contract for Kate Hyde-64 Lot 2)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT

DEVELOPER: 64 Kate Hyde Partners

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: KATE HYDE-64 LOT 2 CONTRACT (1714 : Site Plan Contract for Kate Hyde-64 Lot 2)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for January 2016.

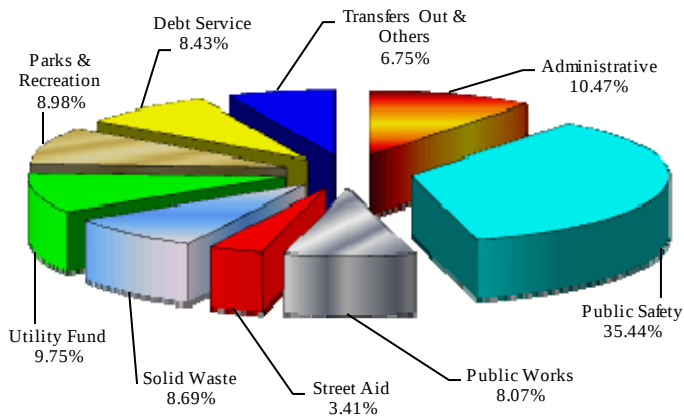


City of Bartlett

FINANCIAL REPORT

January 31, 2016

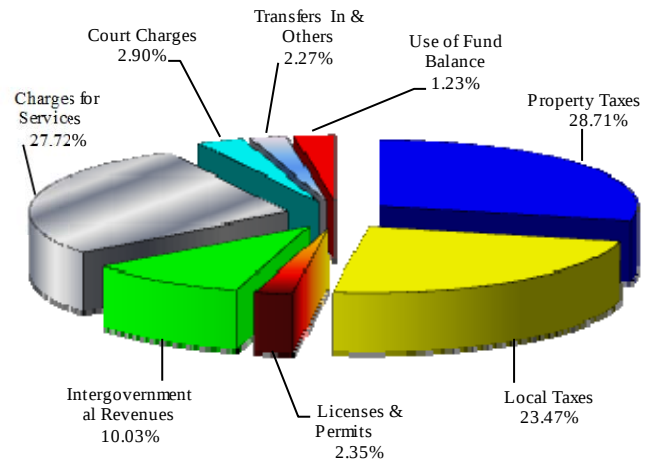
Total Expenditures, FY 2016 Budget: \$70,251,836



BUDGET HIGHLIGHTS

- June 30, 2015 year-to-date actual is audited.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2014 property taxes were submitted to the Trustee for collection.
- Fiscal Year 2017 budgets are being prepared by the departments now.

Total Revenues, FY 2016 Budget: \$70,251,836



FY 2016 YEAR-TO-DATE For The Period Ending January 31, 2016

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,956,654	\$ 3,521,370
Public Safety	24,279,527	13,834,293
Public Works	5,543,467	3,099,735
Parks and Recreation	5,650,587	3,077,167
Performing Arts	601,966	323,007
Transfers & Other Gen. Fund Items	4,278,444	3,991,790
Subtotal	\$ 47,310,645	\$ 27,847,362
General Fund Revenues		
Property Taxes	\$ 20,145,000	\$ 13,937,749
Local Taxes	13,299,500	5,203,594
Building and Development Fees	1,652,000	790,763
Intergovernmental	5,519,500	2,266,158
Charges for Services	3,830,084	1,967,432
Court Charges	1,715,000	750,942
Other Revenue	1,149,561	272,483
Subtotal	\$ 47,310,645	\$ 25,189,121
Special Rev. Funds - Expenditures	\$ 10,099,915	\$ 6,877,242
Special Rev. Funds - Revenues	\$ 10,099,915	\$ 5,820,123
Utility Expenses	\$ 8,627,200	\$ 5,032,979
Utility Revenues	\$ 8,627,200	\$ 4,985,658
Debt Service Expenditures	\$ 4,214,076	\$ 3,720,896
Debt Service Revenues	\$ 4,214,076	\$ 1,980,002
Total Expenditures	\$ 70,251,836	\$ 43,478,479
Total Revenues	\$ 70,251,836	\$ 37,974,903

Note: FY 2016 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds and the Debt Service Fund.

Attachment: Jan16FinRpt (1716 : Treasurer's Report for January 2016)



City of Bartlett -- Financial Summary For The Period Ending January 31, 2016



	FY 2015 Actual	FY 2016 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2015	Year-to-Date Actual FY 2016	Increase/ Decrease in \$	Percent of FY 2015 Actual	Percent of FY 2016 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,301,665	\$ 6,956,654	\$ 654,989	\$ 3,666,336	\$ 3,521,370	\$ (144,965)	58.18%	50.62%	-7.56%
Public Safety	23,267,781	24,279,527	1,011,746	13,577,829	13,834,293	256,464	58.35%	56.98%	-1.38%
Public Works	5,191,609	5,543,467	351,858	2,972,263	3,099,735	127,472	57.25%	55.92%	-1.33%
Parks and Recreation	5,099,667	5,657,147	557,480	2,883,422	3,077,167	193,745	56.54%	54.39%	-2.15%
Performing Arts	546,656	595,406	48,750	313,031	323,007	9,977	57.26%	54.25%	-3.01%
Transfers & Other Gen. Fund Items	2,590,831	4,278,444	1,687,613	2,468,790	3,991,790	1,523,000	95.29%	93.30%	-1.99%
Total General Fund Expenditures	\$ 42,998,207	\$ 47,310,645	\$ 4,312,438	\$ 25,881,670	\$ 27,847,362	\$ 1,965,692	60.19%	58.86%	-1.33%
General Fund Revenues									
Property Taxes	\$ 20,013,404	\$ 20,145,000	\$ 131,596	\$ 12,997,551	\$ 13,937,749	\$ 940,198	64.94%	69.19%	4.24%
Local Taxes	12,963,116	13,299,500	336,384	4,959,597	5,203,594	243,997	38.26%	39.13%	0.87%
Building and Development Fees	1,689,573	1,652,000	(37,573)	875,704	790,763	(84,940)	51.83%	47.87%	-3.96%
Intergovernmental	5,663,855	5,519,500	(144,355)	2,100,930	2,266,158	165,229	37.09%	41.06%	3.96%
Charges for Services	3,647,577	3,830,084	182,507	1,850,332	1,967,432	117,100	50.73%	51.37%	0.64%
Court Charges	1,578,879	1,715,000	136,121	847,688	750,942	(96,746)	53.69%	43.79%	-9.90%
Other Revenue	414,791	1,149,561	734,770	216,679	272,483	55,804	52.24%	23.70%	-28.53%
Total General Fund Revenues	\$ 45,971,194	\$ 47,310,645	\$ 1,339,451	\$ 23,848,480	\$ 25,189,121	\$ 1,340,641	51.88%	53.24%	1.36%
Special Revenue Funds									
Street Aid Fund	\$ 1,550,990	\$ 2,395,000	\$ 844,010	\$ 757,093	\$ 1,377,601	\$ 620,508	48.81%	57.52%	8.71%
Solid Waste Fund	5,580,563	6,299,652	719,089	3,281,610	3,750,760	469,150	58.80%	59.54%	0.73%
General Improvement Fund	574,108	650,000	75,892	364,622	483,743	119,121	63.51%	74.42%	10.91%
Drug Enforcement Fund	244,579	304,600	60,021	161,644	142,131	(19,513)	66.09%	46.66%	-19.43%
DEA Enforcement Fund	154,767	279,900	125,133	145,236	176,569	31,333	93.84%	63.08%	-30.76%
Drainage Control Fund	103,302	120,763	17,461	67,641	54,802	(12,839)	65.48%	45.38%	-20.10%
Park Improvement Fund	6,656	50,000	43,344	2,490	0	(2,490)	0.00%	0.00%	0.00%
Grant Funds	1,030,251	0	(1,030,251)	65,232	891,636	826,404	6.33%	0.00%	-6.33%
Special Revenue Funds - Expenditures	\$ 9,245,217	\$ 10,099,915	\$ 854,698	\$ 4,845,569	\$ 6,877,242	\$ 2,031,673	52.41%	68.09%	15.68%
Special Revenue Funds - Revenues	\$ 9,562,901	\$ 10,099,915	\$ 537,013	\$ 4,624,839	\$ 5,820,123	\$ 1,195,284	48.36%	57.63%	9.26%
Utility Fund									
Total Utility Operations	\$ 6,010,663	\$ 6,839,671	\$ 829,008	\$ 3,411,162	\$ 3,554,368	\$ 143,206	56.75%	51.97%	-4.78%
Total Utility Debt Expenses	1,585,477	1,700,343	114,866	1,387,422	1,478,611	91,189	87.51%	86.96%	-0.55%
Contribution to Fund Balance	0	87,186	87,186	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,596,140	\$ 8,627,200	\$ 1,031,060	\$ 4,798,584	\$ 5,032,979	\$ 234,396	63.17%	58.34%	-4.83%
Total Utility Revenues	\$ 8,487,525	\$ 8,627,200	\$ 139,675	\$ 5,209,241	\$ 4,985,658	\$ (223,583)	61.38%	57.79%	-3.59%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,009,283	\$ 4,214,076	\$ 204,793	\$ 3,583,053	\$ 3,720,896	\$ 137,843	89.37%	88.30%	-1.07%
Total Debt Service Revenues	\$ 3,898,504	\$ 4,214,076	\$ 315,572	\$ 2,047,014	\$ 1,980,002	\$ (67,012)	52.51%	46.99%	-5.52%
Total Expenditures	\$ 63,848,847	\$ 70,251,836	\$ 6,402,989	\$ 39,108,875	\$ 43,478,479	\$ 4,369,604	61.25%	61.89%	0.64%
Total Revenues	\$ 67,920,125	\$ 70,251,836	\$ 2,331,711	\$ 35,729,574	\$ 37,974,903	\$ 2,245,329	52.61%	54.06%	1.45%

Attachment: Jan16FinRprt (1716 : Treasurer's Report for January 2016)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/23/16 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Jonathon Smith to the Parks and Recreation Advisory Board.

Jonathon Smith will complete Kenneth Bowman's term. The term will expire December 31, 2018.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 02/23/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Resolution 08-16, a resolution to request unclaimed balance of accounts remitted to State Treasurer under unclaimed property act.

WHEREAS, Tennessee Code Annotated § 66-29-102 and § 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds \$100, less a proportionate share of the cost of administering the program; and

WHEREAS, the City of Bartlett and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report years ending December 31, 2012 and 2013; and

WHEREAS, the City of Bartlett agrees to meet all of the requirements of Tennessee Code Annotated § 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer by September 1 each year; and

WHEREAS, it is agreed that this local government will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in this local government's general fund;

THEREFORE, BE IT RESOLVED that the Board of Mayor and Alderman of the City of Bartlett requests the State Treasurer to pay the unclaimed balance of funds remitted for the 2012 and 2013 report years to it in accordance with the provisions of Tennessee Code Annotated § 66-29-121. A list of remittances made by or on behalf of the local government and its agencies is attached.

Adopted this day of February 23, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

Check #	Check Date	vendor #	Paid to:	Amount	ACCT CHARGED	DESCRIPTION
280094	3/15/2012	13576	VENKATA SHARMILA C & SIVARMAN	\$145.65	110.31100	Deferred Realty Tax
283734	8/14/2012	13915	STEPHEN M HARRELL	\$115.93		Utility Billing
279389	2/22/2012	512	DONALD D HALL	\$65.00	110.42200.156	EMT License renewal
281873	6/1/2012	13730	INVESTOR NATION	\$60.11		Utility Billing
283705	8/14/2012	13925	MANDI SMITH	\$44.04		Utility Billing
282112	6/14/2012	11520	SHARON E BERRY	\$35.96	110.34090	Ambulance fee
284697	9/20/2012	14026	RYAN WOOLBRIGHT	\$30.00	110.34420	Refund t ball
280070	3/15/2012	13574	KENNETH W JOHNSON	\$29.05	110.31100	Deferred Realty Tax
283167	7/23/2012	13868	PARADISE STAMPS	\$21.06	110.31219	pp tax
280967	4/26/2012	13658	MICHAEL MARIETTA	\$20.00	110.34662	Refund exercise class
283696	8/14/2012	13935	JOHN SIMPSON	\$16.02		Utility Billing
280050	3/15/2012	13583	ABDOLHOSSEINZADEH AMIR & DOLLIE	\$8.94	110.31100	Deferred Realty Tax
283165	7/23/2012	13867	ATD GA LLC	\$0.75	110.31124	Real Property Taxes
				\$592.51		
10165	3/26/2012		LEON COLLINS	\$4.25	612.20000.21940	Bail Bonds
10295	7/30/2012		SAMANTHA SENSAT	\$12.00	612.20000.21940	Bail Bonds
10350	9/5/2012		JESSIE GILLIAM	\$29.75	612.20000.21940	Bail Bonds
				\$46.00		
REFUND OF WATER PAYMENTS LESS THAN \$5.00 2011-2012				\$290.21		Utility Billing
				\$928.72		water

Check #	Check Date	vendor #	Paid to:	Amount	ACCT CHARGED	DESCRIPTION
270828	3/10/2011	12640	ZEPHORA WALKER	\$95.00	110.34380	Refund room rental
271182	3/29/2011	12700	CUDE FAMILY LIVING TRUST	\$52.60	110.31100	Deferred Realty Tax
271633	4/8/2011	12816	CHAMBERLAIN AND MCCREERY INC.	\$130.44	110.31100	Deferred Realty Tax
274921	8/18/2011	13116	CHARLES BARBER	\$100.00	110.21395	Refund room rental
273130	6/10/2011	12979	ISIDRO & TRINIDAD ARANDIA	\$4.85	110.31100	Deferred Realty Tax
273134	6/10/2011	12985	CHRISTOPHER D. & ATINA JONES	\$7.09	110.31100	Deferred Realty Tax
277429	11/23/2011	13331	LAUREN WYSE	\$22.06	000.11111	Replace lost p/r check
				\$412.04		
9806	4/25/2011		FRED WILLIAMS	\$11.00	612.20000.21940	Bail Bonds
9990	10/12/2011		NAVID KHOSHOSSE	\$1.00	612.20000.21940	Bail Bonds
				\$424.04		



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 02/23/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Resolution 09-16, a resolution to amend the Fiscal Year 2016 General Fund and Capital Improvement Program Budgets to provide for additional funding for two-way radio communication system.

WHEREAS, the Bartlett Board of Mayor and Aldermen did adopt a Capital Improvements Program budget for Fiscal Year 2016 on June 9, 2015 which included appropriations for a two-way public radio system in the amount of \$3,000,000; and

WHEREAS, after due diligence in researching, reviewing, and awarding a contract for this project to AMK Services, the Board of Mayor and Aldermen have determined that additional funding is necessary for the completion of this project;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY 2016 General Fund Budget is amended to appropriate \$1,410,000 in operating transfers to the FY 2016 Capital Improvement Budget and the FY 2016 Capital Improvements Program budget is amended to appropriate an additional \$1,410,000 for the two-way public radio system as follows:

<u>Fund Acct Number</u>	<u>Expenditures</u>	<u>Revenues</u>
110.46000.999	\$1,410,000	
110.30000.36990		\$1,410,000
311.48311.785.10516	\$1,410,000	
311.48311.391630.10516		\$1,410,000

Adopted this day of February 23, 2015

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 02/23/16 07:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

AGENDA ITEM

Contract for installation of two-way radio communications system for public safety operations.

Request approval authorizing the Mayor to sign a contract with AMK Services for the delivery and installation of hardware and software for a two-way radio communication system. AMK Services shall provide documentation deliverables and services, in accordance with the terms of the Statement of Work, attached to the contract as an exhibit, and other terms and conditions in accordance with the dates set forth in the agreement. Total costs for the project is \$4,289,347 to be paid in installments as work progresses. Funds are available in Account 311.48311.785.10516.

Addendum for Consent Item for Radio System for Bartlett

Contract negotiations with AMK/Harris for the two-way radio communications project has been completed and awaits approval by Board of Mayor and Aldermen.

AMK/Harris received the best overall score following the formal RFP and review process. Contract negotiations took place on February 5th with AMK/Harris. Contract price for the infrastructure and radio equipment was negotiated to \$4,289,347.

Expected balance in CIP project after consultant fees should be \$2,880,000 in the CIP budgeted item for radio system replacement. The balance of funding, if the contract is approved, will be approximately \$1.41 million. This will have to come from surplus funds in the General Fund, issuance of capital outlay notes, additional bond proceeds, or a lease/loan arrangement with AMK/Harris. A cash purchase of the system would be satisfied using the benchmarks in the table below. This assumes an effective contract dated February 23, 2016.

Fifteen percent (15%)	Within 30 dates of signing	\$643,402
Fifteen percent (15%)	@ System Design Mtg	\$643,402
Fifteen percent (15%)	Infrastructure Hardware Factory Staging	\$643,402
Fifteen percent (15%)	Infrastructure Hardware Shipment and Delivery	\$643,402
Fifteen percent (15%)	Infrastructure Hardware Installation	\$643,402
Ten Percent (10%)	System Acceptance	\$428,935
Ten Percent (10%)	Cutover plus 30 days	\$428,935
Five Percent (5%)	Final Documentation	\$214,467

The system has a three year warranty included. Warranty support in years four through ten is payable annually and must be agreed to at the time of the signing of the contract. Warranty annual costs are presented below.

Year 4	\$169,816
Year 5	\$171,106
Year 6	\$192,422
Year 7	\$173,764
Year 8	\$242,817
Year 9	\$177,247
Year 10	<u>\$178,685</u>
Total	<u>\$1,305,857</u>