



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 13, 2018 - BARTLETT CITY HALL - 7:00 PM

ROLL CALL

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 Tommy Webster, Ellendale Baptist Church

FUTURE MEETINGS

Board of Education Work Session, February 15 at 7 p.m.

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

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

Bartlett Arts Council, February 20 at 6:30 p.m.

Design Review Commission, February 20 at 6:30 p.m.

Board of Education, February 22 at 7 p.m.

RECOGNITIONS

Certificate of Recognition for Dale Sanders

Mr. Sanders completed the Appalachian Trail in one year at 85 years old; he is the oldest person known to have achieved this feat.

Historic Preservation Commission presentation for Denise and John Suthoff

Historic Preservation Commission Chair Paul Kaiser presented Denise and John Suthoff with the Commercial Real Estate Preservation Award for purchasing and preserving Cedar Hall.

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

MINUTES ACCEPTANCE

Minutes of the January 23, 2018 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

1 Special event permit for Panther Prowl 5K Run. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, March 3 from 8:15 to 9:45 a.m. at Bartlett High School.

2 Subdivision Contract for Willow Ridge. (John Horne, Assistant Director of Engineering)

The developer, Blue Sky Communities, Inc., will pay \$313,058.36 in City fees. The bond is set at \$1,333,426.25.

This item was pulled from the agenda by the developer.

3 Water contract for Appling Ridge Commons Subdivision. (John Horne, Assistant Director of Engineering)

Developer, Pedro Ruiz, will pay \$3,774.00 in City Fees. The bond is set at \$15,725.00.

4 Planning Commission Report for January 2018. (Kim Taylor, Director of Planning and Economic Development)

Item 1 - Master plan for convenience store and fuel station, located at the northeast corner of North Germantown Road and Highway 70 was approved with conditions.

5 Planning Commission Report for February 2018. (Kim Taylor, Director of Planning and Economic Development)

Item 1 - Construction plan for convenience store and fuel station, located at the northeast corner of North Germantown Road and Highway 70, was approved with conditions.

Item 2 - Construction plan for Willow Ridge subdivision, located on the south side of Old Brownsville Road and the west side of Ellendale Road, was approved with conditions.

Item 3 - Final plan for convenience store and fuel station, located at the northeast corner of North Germantown Road and Highway 70, was approved with conditions.

Item 4 - Final plan for Willow Ridge subdivision, located on the south side of Old Brownsville Road and the west side of Ellendale Road, was approved with conditions.

Item 5 - Final plan for Eddie Lee Cross subdivision, located on the east side of Shadowlawn Road and south of Alpine Gray planned development, was approved with conditions.

Item 6 - Site plan for convenience store and fuel station, located at the northeast corner of North Germantown Road and Highway 70, was approved with conditions.

Item 7- Joe Walker was elected Chair, and Jim Lamb was elected Vice Chair.

NEW BUSINESS

- I Resolution 04-18, a resolution to accept the donation of a fully-trained police service dog from Shelby County, Tennessee to be used as dual purpose dog for patrol and explosives. (Dick Phebus, Director of Finance)**

Shelby County donated a fully-trained service dog to Bartlett's police department.

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

- 2 First Reading of Ordinance 18-01, an ordinance to delete Section 11-501 Return Check Service Fee from the codified ordinances. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this ordinance is a matter of housekeeping. The returned check fee is currently both a codified ordinance and contained in the annual budget ordinance. All city fees are reviewed on an annual basis and amended, if necessary, in the budget ordinance, so this fee does not need to be codified. This ordinance will remove the returned check free from the Codified Ordinances.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 2/27/2018 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

City Engineer Rick McClanahan announced that the CSX Railroad will be closing some roads at the railroad crossings in April to replace ties.

Alderman Simmons asked when the new Chick Fil A would open. Mayor McDonald said in the spring, which is what the company has told the City.

Keith Grant, a representative of Willow Ridge Subdivision, explained that he asked the item to be pulled from the Consent Agenda because he'd like to negotiate the contract fees with the City. He stated the development costs are too high for the developer to absorb.

ADJOURNMENT

Meeting adjourned at 7:18 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JANUARY 23, 2018 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Board of Education, January 25 at 7 p.m.

City Beautiful Commission, February 1 at 6:30 p.m.

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

Planning Commission, February 5 at 7 p.m.

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

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

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

RECOGNITIONS

Youth Leadership Bartlett

The Youth Leadership Class of 2018 introduced themselves:

Kayla King

Grace Jennings

Grace Proseus

Madison Scott

Ellie Jones

Katie Szczepanski

Thomas Steele

Carley Brown

Brooklyn Hogel

Jordan Bailey

Lacy Loft

Alexandria Cloutier

Adam Dawidow

Minutes Acceptance: Minutes of Jan 23, 2018 7:00 PM (MINUTES ACCEPTANCE)

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the January 9, 2018 Board of Mayor and Aldermen Regular Meeting**

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

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

No one spoke for or against Ordinance 17-08.

Adjourned at 7:07 p.m.

UNFINISHED BUSINESS

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

This amendment removes the word "motorized" from the ordinance to specify no boats can be used in public, municipal waters.

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

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

- 1 Special event permit for St. Valentine's Day 5K and 10K Runs. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, February 10, 2018 from 9 a.m. to 12 p.m. at Bartlett Baptist Church.
- 2 Bid for six mobile column lifts. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest, qualified bid from Advance Stores- Roanoke, VA for a total cost of \$61,045.72. Each unit costs \$10,174.29. Funds are available in Account 311.48311.785.30718.
- 3 Condemnation of two properties for Old Brownsville Road widening. (Rick McClanahan, Director of Engineering)**
Recommend authorizing condemnation of two properties for the widening of Old Brownsville Road in the amount of \$97,557.00. Funds are available in Account 311.48311.770.422.
- 4 Treasurer's Report for December 2017. (Dick Phebus, Director of Finance)**

Adopted Budget Expenditures	\$79,809,042
Year-to-Date Expenditures	\$45,469,647
Adopted Budget Revenues	\$79,809,042
Year-to-Date Revenues	\$34,078,403

NEW BUSINESS

- I Resolution 02-18, a resolution to amend the Fiscal Year 2018 Bartlett City Schools General Fund. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this budget amendment will be used to pay the City toward the school system's debt.

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

Minutes Acceptance: Minutes of Jan 23, 2018 7:00 PM (MINUTES ACCEPTANCE)

2 Resolution 03-18, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this amendment to the school's capital project fund would be to allocate \$97,500 to architect fees for the Academy's bus depot and athletic field.

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:11 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jan 23, 2018 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 02/13/18 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Panther Prowl 5K Run.

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



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

Bartlett High School, 5688 Woodlawn 38134
Address Zip Code

3/3/2018 8:15 - 9:45 max
Dates of the Event Hours of the Event

Fund Raiser - 5 k run
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett High School
Property Owner

Don Myers 5688 Woodlawn, 38134
Special Event Permit Applicant Address of Applicant

901-373-2620
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

0 Total

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: Panther Prowl 5K
 Location: 5688 Woodlawn
 Dates: 3/3/18. starting 815 - 945

Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
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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 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	✓			<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	Type 4
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.	
18		✓		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31			✓	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32		✓		Description of the site on which the proposed event is to be held.	Bartlett + B
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 Flyer
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		✓		Location and number of proposed temporary public toilets.	In H.S
37		✓		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

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

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



BARTLETT HIGH SCHOOL
5688 WOODLAWN AVENUE
BARTLETT, TN 38134

Mr. Tim Jones, Principal
 Mr. Shannon Abraham, Vice-Principal
 Dr. Lora Filsinger, Assistant Principal
 Mr. Kevin Gideon, Assistant Principal
 Mr. Billy Holt, Assistant Principal

Dear Sponsor:

On March 3, 2018, the Bartlett High School Track and Field teams will hold the Second Annual Panther Prowl 5k run/walk. This fundraiser is extremely vital to the needs of our team as we try to have the proper funds to support our teams. For this event to be a success, we are asking for race sponsors. Sponsorships may be done at one of three levels: \$50, \$100, or \$200. In return for your donation-your name will be placed on the back of the race shirt and will receive a complementary shirt. Our goal is to have a large group of sponsors and that everyone who participates is advertising your support of our team and this event.

Thank you in advance for helping our team.

Don Myers
 Head Track and Field Coach
 Bartlett High School
 901-373-2620

Please make checks payable to Bartlett High School Boys Track

Receipt number _____

Bartlett City Schools 5650 Woodlawn Street Bartlett, TN 38134
www.bartlettschools.org Phone: 901.202.0855 Fax: 901.202.0854



PANTHER PROWL 5K RUN/WALK

Saturday, March 3, 2018 at 8:30 am

Bartlett High School
5688 Woodlawn St
Bartlett, TN 38134

RACE INFORMATION: This is a fun, family atmosphere race that raises money for the track team at Bartlett High School.

Entry fees:

January 31, 2018 – March 2, 2018

Bartlett City School employees/students: \$15.00

All others: \$18.00

MARCH 3(day of race): \$20.00

Your entry fee includes a race tee shirt, tee shirts are not guaranteed for the day of race.

Awards: Top male and top female in these 3 categories:

Overall

Masters(40 and up)

Grandmasters(50 and up)

Senior grandmasters(60 and up)

Age group awards will go to top 3 male and female in the following age groups:

3 and under, 4-6, 7-9, 10-14, 15-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-55, 55-59, 60-64, 65-69, 70-74, 75 and up

COURSE DESCRIPTION:

The course begins on Blackwell near the student parking lot, heading west to turn right on Brownsville Road, right on Yale Road, right on Sycamore View, right on Blackwell, entering the BHS campus at the gate nearest the stadium, finishing on the track.



PANTHER PROWL 5K RUN/WALK

ENTRY FORM

Last Name _____ First Name _____

Age _____ Sex _____

Address _____

City, State & ZIP _____

Date of Birth _____ Phone _____

Email _____

T-Shirt Size(circle one): YS YM YL S M L XL

In consideration of Bartlett High School, the Bartlett Track Team, their sponsors, agents, servants, representatives, licensees, contractors, successors, and assigns organizing and conducting the Panther Prowl 5K, and allowing me to participate and run in said race/event, I hereby waive, release and discharge forever said the Bartlett High School, Bartlett City Schools, the Bartlett Track Team, their sponsors, agents, servants, representatives, licensees, contractors, successors, and assigns from any and all claims, demands, rights or causes of action whatsoever, kind and nature arising directly or indirectly, from any and all known or unknown, foreseen or unforeseen, bodily or personal injury, damage to property and the consequences thereof resulting from my running and/or participating in said Panther Prowl 5K run and covenant not to sue for any said injuries and/or damage. I attest and verify that I am physically fit and have sufficiently trained for the completion of this race/event. I understand that no strollers, roller skates, headphones, inline skates, dogs or bicycles will be allowed on the course. Further I grant full permission to any and all of the foregoing to use any photographs, videotapes, motion pictures, recording or any other record of this event for any purpose whatsoever. I have read the above release and understand that I am entering the Panther Prowl 5K run at my own risk.

Signature of Participant _____ Date _____
(Parent/Guardian must sign for participants under 18)

Make checks payable to: **BARTLETT BOYS TRACK**

Completed applications can be mailed to or brought to: Bartlett High School, C/O DON MYERS, 5688 Woodlawn St., Bartlett, TN, 38134;

For more information, contact Don Myers by email at dmyers@bartlettschools.org

Subject: Re: Panther Prowl 5k run

Date: Monday, January 22, 2018 at 8:53:31 AM Central Standard Time

From: Jeff Cox

To: Donald Myers

The course is approved I'll let you know the shirt sizes later. Thanks.

Sent from my Verizon Motorola Smartphone

On Jan 22, 2018 7:35 AM, Donald Myers <dmyers@bartlettschools.org> wrote:

On March 3, 2018 at 8:30am the boys track and field team from Bartlett High School will host the 2nd annual Panther Prowl 5k run/walk. Last year's race was a huge success and your department was in no small part a reason for that success. I am in the process of getting permissions through code enforcement and through our system attorney for a certificate of insurance for this event. Our course will follow the same route as last year. We will begin at the intersection of Blackwell and Yates, turn right on to Brownsville, turn right on to Yale, turn right on to Sycamore View, right on to Blackwell and turn left at the gate adjacent to the stadium. The race should be over by 9:30 am and the course should be clean and clear before 10:00am. We hope that you can be there again. If you would, let me know approximately how many shirts and the sizes that I need to get.

Thanks

Don Myers

Head Boys Track and Field Coach

Bartlett High School

CERTIFICATE OF INSURANCE

6.1.a

PRODUCER

FOUR-WAY INSURANCE, LLC
7909 US HWY 70
BARTLETT TN 38133

DATE: 1/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

INSURED

BARTLETT CITY BOARD OF EDUCAT
5650 WOODLAWN STREET
BARTLETT TN 38134

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** **TML RISK MANAGEMENT POOL**
COMPANY LETTER **B**
COMPANY LETTER **C**

COVERAGES

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.

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS
A	GENERAL LIABILITY	X	TML-0651-18	7/1/2017 - 7/1/2018	TORT PER PERSON/BODILY INJURY/PERSONAL INJURY \$300,00 PER OCCUR/BODILY INJURY/PERSONAL INJURY \$700,00 PER OCCURENCE/PROPERTY DAMAGE \$100,00 NON TORT PER OCCURRENCE/EACH OTHER LOSS \$1,000,00
	☒ Commercial General Liability ☒ Claims Made ☒ Personal Injury Liability ☒ Claims Made ☒ Law Enforcement Liability ☒ Claims Made				
A	ERRORS or OMISSIONS LIAB		TML-0651-18	7/1/2017 - 7/1/2018	TORT PER OCCURRENCE \$1,000,00
	☒ Claims Made				
	AUTOMOBILE LIABILITY				TORT PER PERSON/BODILY INJURY PER OCCURRENCE/BODILY INJURY PER OCCURENCE/PROPERTY DAMAGE NON TORT PER OCCURRENCE/EACH OTHER LOSS
	☐ Owned Autos ☐ Hired Autos ☐ Non-owned Autos ☐ Physical Damage				
	WORKERS COMPENSATION EMPLOYERS LIABILITY				WC STATUTORY COVERAGE EMPLOYERS LIAB-EACH ACCIDENT EMPLOYERS LIAB-DISEASE-POLICY LIMIT EMPLOYERS LIAB-DISEASE-EACH PERSON
	PROPERTY & CRIME PROPERTY-PART I				BUILDINGS/PERS PROPERTY EDP EQUIPMENT MOBILE EQUIPMENT EQUIPMENT BREAKDOWN AUTOMATIC COVERAGES
	☐ Causes of Loss ☐ Special ☐ Flood ☐ Earthquake				
	CRIME-PART II				EMPLOYEE DISHONESTY FORGERY OR ALTERATION THEFT, DISAPPEARANCE OR DESTRUCTION COMPUTER FRAUD
	☐ Blanket Crime				

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS.
As respects 5K run on March 3, 2018 on and around BHS campus.

AN ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY IF A CHECK IS SHOWN IN THE 'Add'l Ins' COLUMN. THE COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SOLELY LIMITED TO LIABILITY SPECIFICALLY RESULTING FROM THE CONDUCT OF A NAMED INSURED WHICH MAY BE IMPUTED TO THE ADDITIONAL INSURED. LIMITS PROVIDED TO AN ADDITIONAL INSURED WILL NOT EXCEED THOSE APPLICABLE TO THE NAMED INSURED. THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSIONS OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO AN ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS AND EXCLUSIONS CONTAINED IN THE POLICY.

CERTIFICATE HOLDER

ADDITIONAL INSURED

City of Bartlett

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jonathan P. Colvin

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 02/13/18 07:00 PM
Department: Engineering
Category: Contract
Prepared By: Erin Campbell
Department Head: John Horne

Subdivision Contract for Willow Ridge.

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

RESIDENTIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and BLUE SKY COMMUNITIES, INC., hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: WILLOW RIDGE dated February 5, 2018, made by the DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

Attachment: Willow Ridge Contract 2018-01-29 (2285 : Subdivision Contract for Willow Ridge)

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

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

Attachment: Willow Ridge Contract 2018-01-29 (2285 : Subdivision Contract for Willow Ridge)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

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

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

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

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

Attachment: Willow Ridge Contract 2018-01-29 (2285 : Subdivision Contract for Willow Ridge)

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

I. Due at Execution of Subdivision Contract and before Construction Begins:	
1. Water Plant Expansion 15% of Water Main Cost (Water Main Cost = \$218,407.50)	<u>\$32,761.13</u>
2. a. Water System Engineering & Subdivision Review (6% of Water Main Cost =	<u>\$13,104.45</u>
b. Subdivision & site plan review fee @ \$175 per lot. (44 Lots)	<u>\$7,700.00</u>
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25.00 per contract \$10.00 implies \$10.00 X 44 Lots = \$440.00 \$25.00 implies = \$256.60	<u>\$440.00</u>
4. City Subdivision Inspection: A: 3% of Development Cost \$40,002.79 or B: \$300.00 per Lot \$13,200.00 Whichever is greater Development Cost = \$1,333,426.25	<u>\$40,002.79</u>
5. Water Connection Fee @ \$2,000 per lot (44 Lots)	<u>\$88,000.00</u>
6. Sewer Connection Fee @ \$2,000 per lot (44 Lots) DRAINAGE BASIN: Loosahatchie	<u>\$88,000.00</u>
7. Drainage control fee for those lots not served by a Detention Basin @ \$500 per Lot (5 Lots x \$500 per Lot = \$2,500.00)	<u>\$2,500.00</u>
8. Drainage control fee for lots served by a Detention Basin @ \$250 per Lot 39 Lots = \$9,750.00	<u>\$9,750.00</u>
9. City portion of Water Improvements	<u>\$0.00</u>
PARK LAND DISTRICT: 3	
10. Park Land Development Fee @ \$700 per Lot (44 Lots)	<u>\$30,800.00</u>
** TOTAL DUE CITY - Make check in this amount.	<u>\$313,058.36</u>

Attachment: Willow Ridge Contract 2018-01-29 (2285 : Subdivision Contract for Willow Ridge)

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

1. Asphalt Paving Cost (Estimated Construction Cost) \$179,896.75

2. Street Light (Estimated at \$650 per lot) \$28,600.00

Plus Old Brownsville Road \$10,000.00

TOTAL DUE II **\$218,496.75**

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND AMOUNT) **\$1,333,426.25**

Attachment: Willow Ridge Contract 2018-01-29 (2285 : Subdivision Contract for Willow Ridge)

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

 CITY OF BARTLETT

 BLUE SKY COMMUNITIES, INC

 TYPED OR PRINTED SIGNATURE

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Willow Ridge Contract 2018-01-29 (2285 : Subdivision Contract for Willow Ridge)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 02/13/18 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Water contract for Appling Ridge Commons Subdivision.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** Emily Elliott, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

WATER CONTRACT
Appling Ridge Commons Subdivision Fire Main Extension

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

W I T N E S S E T H:

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

I

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

II

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

III

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

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

IV

The water extension costs will be determined and approved by the Bartlett City Engineer for bonding based on the Water Plan as designed by the City of Bartlett Utility Engineer.

V

The DEVELOPER is to pay a \$3,000.00 per Water Connection.

C E R T I F I C A T E

The DEVELOPER agrees to warrant all water main construction and material for one (1) year past The date of Final Acceptance and repair or replace any improvements as deemed necessary by the CITY. The responsibility for the proper maintenance and control of additional users of the tie-ins, shall rest with the CITY. In addition, the DEVELOPER agrees to be responsible for the reasonable cost of replacing any lines or other CITY property destroyed or damaged in the subdivision by parties other than the CITY'S employees and further to pay the reasonable cost of ordinary maintenance until the (1) year Warranty Period expires.

VI

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

Appling Ridge Commons Subdivision Fire Main Extension

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

- | | | |
|----|---|-------------------|
| 1. | Water Plant Expansion @ 15% of Water Main Cost
(Water Main Cost = \$15,725.00) | \$2,358.75 |
| 2. | Water System Engineering and
Review Fee @ 6% of Water Main Cost | \$943.50 |
| 3 | Water System Inspection Fee (3% of Water Main
Cost or \$300.00 per Lot, whichever is greater | \$471.75 |

TOTAL DUE CITY	<u>\$3,774.00</u>
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III. Upon Execution of this Contract and Before Construction Begins (BOND)	<u>\$15,725.00</u>
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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____ 20_____.

CITY OF BARTLETT

DEVELOPER – Pedro Ruiz

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

ADOPTED

AGENDA ITEM

Meeting: 02/13/18 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission Report for January 2018.

Master Plan

I. Convenience Store and Fuel Station Subdivision, NE Corner of North Germantown Rd & Highway 70 (John McCarty, McCarty Granberry Engineering)

INTRODUCTION: Ms. Kimberly Taylor explained that Mr. John McCarty with McCarty Granberry Engineering is requesting Planning Commission approval of a Master Plan for the Convenience Store and Fuel Station Subdivision. The subject property is located on the northeast corner of the intersection of Highway 70 and North Germantown Road. It is within the "SC-1" Planned Unit Commercial zoning district.

BACKGROUND: The subject property is a 2.14-acre site to be subdivided from an existing 10.44-acre lot.

DISCUSSION: The specific request by the applicant is for the approval of a master plan to subdivide the 2.14-acre lot into a 2-lot commercial subdivision. Lot 1 will be 1.42-acres, and the proposed location for a gas station with convenience store and an attached 3-tenant retail center. Lot 2 will be 0.72-acres. Access to both lots will be from a proposed curb cut off Highway 70 and a curb cut off Germantown Road. Other features of the development include a streetscape landscape buffer, underground detention on lot 1, and a stream buffer on lot 2 for the TDEC "blue stream" that runs along the east property line.

Approved with conditions of staff and amendments submitted at the meeting.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 02/13/18 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission Report for February 2018.

Construction Plan

1. Germantown and Summer Fuel Subdivision , NE Corner of North Germantown Rd & Highway 70 (John McCarty, McCarty Granberry Engineering)

INTRODUCTION: Mr. John McCarty with McCarty Granberry Engineering is requesting Planning Commission approval of Construction Plans for the Germantown and Summer Fuel Subdivision. The subject property is located on the northeast corner of the intersection of Highway 70 and North Germantown Road. It is within the "SC-1" Planned Unit Commercial Zoning District.

BACKGROUND: On January 8, 2018, the Planning Commission approved the Master Plan for the Germantown and Summer Fuel Subdivision.

DISCUSSION: The specific request by the applicant is to approve the Construction Plans to subdivide 2.14-acres from an existing 10.44-acre lot into a 2-lot commercial subdivision. Lot 1 will be 1.42-acres, and the proposed location for a gas station with convenience store and an attached 3-tenant retail center. Lot 2 will be 0.72-acres. Access to both lots will be from a proposed curb cut off Highway 70 and a curb cut off Germantown Road. Other features of the development include a streetscape landscape buffer, underground detention on lot 1, and a stream buffer on lot 2 for the TDEC "blue stream" that runs along the east property line. The construction plans for the subdivision include the following: tree plans, grading and drainage plans, erosion control plans, sanitary sewer plans, and street plans and profiles.

Approved with conditions of staff.

2. Willow Ridge Subdivision, So. Side of Old Brownsville Rd. west of Ellendale Rd (Rusty Norville, PE)

INTRODUCTION: Mr. Rusty Norville with Civil Engineering Solutions, LLC is requesting Planning Commission approval of Construction Plans for the Willow Ridge Subdivision. The subject property is located on the southside of Old Brownsville Road, west of Ellendale Road within the "RS-15" Single Family Residential Zoning District.

BACKGROUND: On December 4, 2017, the Planning Commission approved the Master Plan for Willow Ridge Subdivision.

DISCUSSION: The specific request by the applicant is to approve the Construction Plans to subdivide 23.98-acres of land into a 44-lot standard residential subdivision. The lot sizes will range in size from 15,000 square feet to 26,816 square feet. The construction plans for the

subdivision include the following: tree plans, grading and drainage plans, erosion control plans, sanitary sewer plans, and street plans and profiles. Access points to the subdivision will be from Old Brownsville Road and through the Wellsgate Subdivision utilizing Wells Grove Drive.

Approved with conditions of staff.

Final Plan

3. Germantown and Summer Fuel Subdivision , NE Corner of North Germantown Rd & Highway 70 (John McCarty, McCarty Granberry Engineering)

INTRODUCTION: Mr. John McCarty with McCarty Granberry Engineering is requesting Planning Commission approval of the Final Plan for the Germantown and Summer Fuel Subdivision. The subject property is located on the northeast corner of the intersection of Highway 70 and North Germantown Road. It is within the “SC-1” Planned Unit Commercial Zoning District.

BACKGROUND: On January 8, 2018, the Planning Commission approved the Master Plan for the Germantown and Summer Fuel Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan to subdivide 2.14-acres from an existing 10.44-acre lot into a 2-lot commercial subdivision. Lot 1 will be 1.42-acres, and the proposed location for a gas station with convenience store and an attached 3-tenant retail center. Lot 2 will be 0.72-acres. Access to both lots will be from a proposed curb cut off Highway 70 and a curb cut off Germantown Road. Other features of the development include a streetscape landscape buffer, underground detention on lot 1, and a stream buffer on lot 2 for the TDEC “blue stream” that runs along the east property line.

Approved with conditions of staff.

4. Willow Ridge Subdivision, So. Side of Old Brownsville Rd. west of Ellendale Rd (Rusty Norville, PE)

INTRODUCTION: Mr. Rusty Norville, with Civil Engineering Solutions, LLC, is requesting Planning Commission approval of the Final Plan for the Willow Ridge Subdivision. The subject property is located on the southside of Old Brownsville Road, west of Ellendale Road within the “RS-15” Single Family Residential Zoning District.

BACKGROUND: On December 4, 2017, the Planning Commission approved the Master Plan for Willow Ridge Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan for Willow Ridge Subdivision to subdivide 23.98-acres of land into a 44-lot standard residential

subdivision. The lot sizes will range in size from 15,000 square feet to 26,816 square feet. The property will have four areas reserved for storm-water detention to be owned and maintained by the City of Bartlett. Access points to the subdivision will be from Old Brownsville Road and through the Wellsgate Subdivision utilizing Wells Grove Drive.

Approved with conditions of staff.

5. Eddie Lee Cross Subdivision, East side of Shadowlawn Rd. south of Elpine Gray PD (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray, with The Bray Firm, is requesting Planning Commission approval of the Final Plan for the Eddie Lee Cross Subdivision. The subject property is located on the eastside of Shadowland Road, to the southwest of the Elpine Gray Estates at Buckhead P.D. within the “RS-15” Single Family Residential Zoning District.

BACKGROUND: The subject property consists of a 1-acre parcel that was created by Warranty Deed prior to March 6, 1956 and a 1-acre flag lot that is not a legal buildable lot. The 1-acre parcel that is a legal buildable lot has two primary structures constructed on the lot which does not conform to the City of Bartlett Zoning Ordinance. The primary structure to the south is in a dilapidated condition and ordered by Code Enforcement to be brought up to current building code or demolished.

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan for the Eddie Lee Cross Subdivision to subdivide 2.01-acres of land into a 2-lot subdivision. The lot sizes will range in size from 15,049 square feet to 62,950 square feet. Lot 1 has an existing building that does not meet the current setback requirements for the RS-15 Zoning District, so if the building is destroyed it will have to be rebuilt to meet the current zoning setback regulations. Lot 2 has an existing building that will need to be demolished or brought up to the current building code. Access points to the two properties will be from Shadowlawn Road. Both lots have existing separate water and sewer services.

Approved with conditions of staff.

Site Plan

6. Germantown and Summer Fuel Station and Retail Center , NE Corner of North Germantown Rd & Highway 70 (John McCarty, McCarty Granberry Engineering)

INTRODUCTION: Mr. John McCarty with McCarty Granberry Engineering is requesting Planning Commission approval of a Site Plan for a new gas station with a convenience store and an attached 3-tenant retail center. The subject property is located on the northeast corner of the intersection of Highway 70 and North Germantown Road. It is within the “SC-1” Planned

Unit Commercial Zoning District.

BACKGROUND: On January 8, 2018, the Planning Commission approved the Master Plan for the Germantown and Summer Fuel Subdivision.

DISCUSSION: The specific request by the applicant is to approve the Site Plan for a new gas station with a convenience store and an attached three tenant retail center on Lot 1 of the Germantown and Summer Fuel Subdivision. The proposed gas station will have a new 4,484 square feet convenience store and parking lot, five new pumps and new underground tanks that will be installed on the east side of the property. The proposed tenant retail spaces will range in size from 1,333 square feet to 1,600 square feet for a total of 4,533 square feet. Access to the site will be from a proposed curb cut off Highway 70 and a curb cut off Germantown Road. Other features of the development include a streetscape landscape buffer, and underground detention. The specifics of the proposed site plan are as follows:

Site Area:	2.13-acres/92,864-square feet
Total Required Parking Spaces: (One space for each 200 sq.ft.)	45
Total Proposed Parking Spaces:	45
Handicap Accessible:	2
Regular Customer Parking	43
Proposed Total Building Area:	9,017-square feet
Greenspace/Open space:	31.9%
Building Height:	21-feet

Approved with conditions of staff.

7. Election of Officers

New Officers - Chairman - Joe Walker
Vice Chairman - Jim Lamb

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2282)

Meeting: 02/13/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2282

Resolution 04-18, a resolution to accept the donation of a fully-trained police service dog from Shelby County, Tennessee to be used as dual purpose dog for patrol and explosives.

WHEREAS, the Bartlett Police Department did receive notice from Shelby County Government of its intent to donate a European-imported, fully-trained police service dog between the ages of 1 and 3 years old to be used as a dual purpose dog for patrol and explosives for the Bartlett Police Department; and

WHEREAS, the Shelby County Government has issued its Purchase Order P029945 to Police Service Dogs, Inc. of Oxford, Florida in the amount of \$12,500 for the purchase of this fully-trained police service dog; and

WHEREAS, it is necessary to accept the Shelby County Government's donation of the police service dog to the City of Bartlett police department;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the Shelby County Government's donation of the fully-trained, dual purpose police service dog is accepted.

Adopted this day of February 13, 2018

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

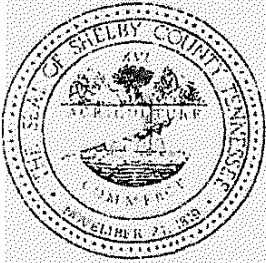
Attest: _____

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Shelby County donated a fully-trained service dog to Bartlett's police department.

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



SHELBY COUNTY GOVERNMENT
 160 N. Main Street, Suite 900, Purchasing
 MEMPHIS, TENNESSEE 38103
 (901) 222-2250

OFFICE COPY

Purchase Order No.
P029945

Issue Date
01/17/18

Purchase Order

Vendor No	Delivery Required	Terms	Ship Via	F.O.B	Requisition No.
A5247	01/31/18	N30		DEST	R064483

Issued POLICE SERVICE DOGS, INC
 P.O. BOX 152
 OXFORD, FL 34484

Ship To SHELBY COUNTY OFFICE OF
 PREPAREDNESS/HOMELAND SECURITY
 1075 MULLINS STATION RD. C-119
 MEMPHIS, TN 38134

EOC #: EOC-VS-1020-28262

Buyer: ROBERT BRENNER

IF MATERIAL SAFETY DATA SHEETS ARE
 REQUIRED ON PRODUCT(S) THAT YOU WILL BE
 PROVIDING, PLEASE SUBMIT SAME WITH
 PRODUCT(S) DELIVERED.

Item	Quantity	U/M	Description	Unit Price	Extended Price
1	1.0000	EA	EUROPEAN IMPORTED FULLY TRAINED POLICE SERVICE DOG BETWEEN THE AGES OF 1-3, TO BE USED AS A DUAL PURPOSE DOG (PATROL/EXPLOSIVES) **F/A 18199** COMMODITY: 040/30 ACCOUNT DISTRIBUTION: 179-200306-7009	12500.00000	12500.00
Total of Purchase Order					12500.00

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE
 BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER
 ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS
 BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

SEND ORIGINAL INVOICE TO:
 SHELBY COUNTY OFFICE OF
 PREPAREDNESS/HOMELAND SECURITY
 1075 MULLINS STATION RD. C-119
 MEMPHIS, TN 38134
 (901) 222-6700

SYLVIE LE BOUTHILLIER
 APPROVED: ADMINISTRATOR OF PURCHASING

Date

Authorized Signature

Attachment: Police Service Dog Donation.pdf (2282 : Res 04-18, Police Service Dog)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

ORDINANCE (ID # 2284)

Meeting: 02/13/18 07:00 PM
Department: Finance
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Dick Phebus
Sponsors:
DOC ID: 2284

Ordinance 18-01, an ordinance to delete Section 11-501 Return Check Service Fee from the codified ordinances.

WHEREAS, the City's returned check service fee is currently contained within the Codified Ordinances, and

WHEREAS, the City's returned check service fee is maintained and amended via the annual budget ordinances, and

WHEREAS, annual budget ordinances are not included in codification, therefore, the returned check service fee cannot be updated within the codified volumes, this specified fees should be removed from codification and be located and maintained solely within the City's annual fiscal year budget-adoption ordinance.

NOW THEREFORE BE IT HEREBY ORDAINED that the **Board of Mayor and Aldermen** remove the following section from the **Codified Ordinances**:

11-501. Return check service fee established. Any person, partnership, corporation or any other maker of a check, draft or instrument which is returned to the City of Bartlett for the reason of insufficient funds, a closed account or any other reason which results in non-payment of the tendered check, draft or instrument shall be charged by the City of Bartlett, a penalty in an amount equal to one percent (1%) of the amount of such check, except that if the amount of such check is less than two thousand dollars (\$2,000.00), a penalty in the amount of twenty-five dollars (\$25.00) or the amount of the check, whichever is less.

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

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

First Reading: February 13, 2018

Second Reading: February 27, 2018

Updated: 2/9/2018 10:22 AM by Stefanie McGee

Page 1

Packet Pg. 62

Third Reading: March 13, 2018

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus explained that this ordinance is a matter of housekeeping. The returned check fee is currently both a codified ordinance and contained in the annual budget ordinance. All city fees are reviewed on an annual basis and amended, if necessary, in the budget ordinance, so this fee does not need to be codified. This ordinance will remove the returned check fee from the Codified Ordinances.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next:
	2/27/2018 7:00 PM	
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	