



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, FEBRUARY 10, 2015 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer

FUTURE MEETINGS

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

Historical Preservation Commission, February 16 at 7 p.m.

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

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

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

RECOGNITIONS

Presentation by Shelby County Trustee David Lenoir

Proclamation for Kayli Webb

Proclamation for Engineers Week

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the January 27, 2015 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 15-01, an ordinance to amend Title 8, Chapter 3, Section 8-301 of the Codified Ordinances of the City of Bartlett, Tennessee to require the appointment of the Beer Board. (Ed McKenney, City Attorney) The public hearing is set for February 24, 2015.**

CONSENT AGENDA**1 Special event permit for Autism Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, April 25 from 8 a.m. until 5 p.m. at Transformations Autism Treatment Center, 6761 Stage Rd.

2 Special event permit for Stanky Creek Marathon & Half Marathon. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, March 8 from 8 a.m. til 3:30 pm at Nesbit Park.

3 Shelby County Wellhead Protection annual maintenance fee. (Rick McClanahan, Director of Engineering)

Recommend authorization to pay the Shelby County Health Department \$11,524.15. This fee is based on the number of water meters in the city (21,185) multiplied by \$0.55. Funds are available in Account 510.51200.644.

4 Redesign of Shadowlawn Sewer Project, Phase 2. (Rick McClanahan, Director of Engineering)

Request authorization to redesign Shadowlawn Sewer Project, Phase 2 to accommodate needs of adjacent property owners. Barge Waggoner Sumner & Cannon have agreed to complete this redesign for a total cost of \$18,869.00. Funds are available in Account 312.48312.772.8114.

5 Upgrade to Bartlett Justice Center's fire safety and security system. (Gary Rikard, Chief of Police)

Recommend contracting with Siemens Industry, Inc. To upgrade the life safety system main panel components, while reusing the existing field devices and wiring for a total cost of \$10,550.00. Currently half of the system is non-functioning, and due to the system's age cannot be replaced without an upgrade. Siemens is the sole provider for our system. Funds are available in Account 110.42100.266.

6 Planning Commission Report for February 2015. (Terry Emerick, Director of Planning and Economic Development)**7 Treasurer's Report for December 2014. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- 1 Appoint Melissa Woodall to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)**
- 2 Appeal of the Design Review Commission's decision regarding signage for Farrell Calhoun located at 6810 Summer Avenue. (Terry Emerick, Director of Planning and Economic Development)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JANUARY 27, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Family Assistance Commission, February 2 at 6 p.m.

Planning Commission, February 2 at 7 p.m.

Bartlett Station Commission, February 4 at 7:30 a.m.

City Beautiful Commission, February 5 at 7 p.m.

Bartlett Historical Society, February 9 at 7 p.m.

RECOGNITIONS

The Board recognized Boy Scout Andrew Green of Troop 335 for attending the meeting as part of earning his Eagle Scout status.

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

MINUTES ACCEPTANCE

Minutes of the January 13, 2015 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Jan 27, 2015 7:00 PM (MINUTES ACCEPTANCE)

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

CONSENT AGENDA

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

- 1 Bid for annual fireworks display. (Mark Brown, Chief Administrative Officer)**
Recommend accepting the best bid from Pyro Shows at a cost of \$20,000. Funds are available in account 110.41220.175
- 2 Bid for eight In-Car Mobile Radios. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from Motorola Solutions at a cost of \$2,042.50 each for a total cost of \$16,340.00. Funds are available in Account 311.48311.785.20315.
- 3 Bid for Aerial Ladder Fire Apparatus. (Terry Wiggins, Fire Chief)**
Recommend accepting the only qualified bid from Sunbelt Fire at a cost of \$719,500.00. Funds are available in account 311.48311.785.25115.
- 4 Bid for one 2015 Day Cab Tractor. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Tag Truck Center at a cost of \$91,650.00. Funds are available in Account 122.48122.935.
- 5 Bid for 2015 Model Regular Cab F550 Truck with Dump Bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Auto Nation at a cost of \$52,621.00. Funds are available in Account 122.48122.935.
- 6 Bid for Splash Park. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lowest bid per square foot for a Splash Park from Great Southern Recreation at a cost of \$196,000. Funds are available in account 311.4.47.470.48311.780.515.

NEW BUSINESS

- 1 Appoint Keith Whaley to Historic Preservation Commission. (A. McDonald, Mayor)**

Mr. Whaley's term will expire December 31, 2019. He is a member of the Design Review Commission, which is needed on the Historic Preservation Commission.

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

2 Appoint Paul Ireland to the Parks and Recreation Advisory Board. (A. McDonald, Mayor)

Mr. Ireland's term will expire December 31, 2016.

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

3 Resolution 01-15, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

Mr. Phebus explained that the Shelby County Trustee has determined that the taxes on these 65 parcels of property are uncollectible and has asked the City to do the same. The uncollectible amount is \$8,285.61.

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

4 Participate in FEMA's Hazardous Mitigation Program. (Rick McClanahan, Director of Engineering)

Mayor McDonald noted that a Board Work Session had been held on this topic Thursday, January 22.

Mr. McClanahan explained that the Federal Emergency Management Agency (FEMA) offers a grant to homeowners who have suffered repetitive losses within a ten-year period through flooding and how have flood insurance. If the homeowner's application is approved by FEMA and the Tennessee Emergency Management Agency (TEMA), the Federal government contributes 75 percent of the buyout. The State would pay 12.5 percent of the fair market housing cost, and the remaining 12.5 percent is a local match. The local match can either be paid with municipal funds or with the property owner's equity. Once the houses are purchased, they would be torn down.

Mr. McClanahan has been assisting Judy Bricknell, 2810 Alfaree, and William and Linda Ricci, 3673 Thistle Valley, with the application process.

Vice Mayor Young moved to authorize Mr. McClanahan to prepare and submit Ms. Bricknell's and the Riccis' applications, but only upon the condition that the 12.5 percent local match come from funds other than the City of Bartlett. He further strongly urged that the City staff do everything it can to assist these homeowners obtain available funds.

Alderman Simmons asked if the City had indicated it would pay the local match in November, and then said it wouldn't in January. Mr. McKenney stated that the Ricci's and their attorney met with Mayor McDonald, and he in November to discuss the matter. Mr. McKenney sent a follow up letter stating the City would assist the family in pursuing FEMA assistance only.

Alderman Simmons asked if the City could pay a portion of the 12.5 percent local match. Mr. McClanahan stated that a government funding gap could be available, but that wouldn't be confirmed until June and these applications are due January 30.

Mr. McKenney added that any payment using City funds would set a precedent and potentially expose the City to financial liability.

Mr. McClanahan stated that multiple people were affected by the 2010 and 2014 floods. The Riccis' neighborhood, Thistle Valley, had at least eight other houses affected. Ms. Bricknell reported that she had neighbors impacted by the flood.

Mr. McKenney told the Board that will be establishing policy with this decision. The Board will not be able to turn down other similarly eligible applicants, according to FEMA. The Board has no legal obligation to pay the local match. He also reminded the Board that it could be spending unknown amounts of taxpayer dollars by agreeing to pay this local match.

Both the governments of Williamson County and the City of Lakeland have addressed this same issue by having the local match come out of the homeowner's equity.

Alderman Elliott noted that 80 to 100 houses were flooded during the September 2014 flood, which could amount to lots of taxpayer dollars if those property owners meet this grant's requirements.

Alderman Pleasant asked how many families fit into this program. Mr. McClanahan said he does not have exact numbers.

Alderman Pleasant asked if Vice Mayor Young's motion limited the City's assistance to these families. Mayor McDonald explained that the motion states that the local match funding will not come from the City. And it requires City staff to assist the families in search for grant funds to pay for the local match.

Mayor McDonald added that the City does not have money budgeted for this program.

Alderman Pleasant asked if the Board could limit financial assistance to those citizens eligible for this specific FEMA program. Mayor McDonald said yes, but asked what will happen if the City has another major flood. Alderman Pleasant said he would give each family \$500 from his campaign account.

Mr. McClanahan said there are possibly two other programs that could assist these two families, but they are designed for low-to-moderate income households. He is added a \$22,500 additional request to TEMA, if the families find comparable housing within Bartlett.

RESULT:	APPROVED [4 TO 2]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Elliott, Parsons, Young, Sedgwick
NAYS:	Pleasant, Simmons

5 First Reading of Ordinance 15-01, an ordinance to amend Title 8, Chapter 3, Section 8-301 of the Codified Ordinances of the City of Bartlett, Tennessee to require the appointment of the Beer Board. (Ed McKenney, City Attorney)

Mr. McKenney explained that under the City's current ordinance the Board of Mayor and Aldermen serves as the Beer Board. This ordinance would create a commission of five members, appointed by the Mayor and confirmed by the Aldermen.

Collierville has a citizen-appointed Beer Board, and its town administrator spoke positively about it. Mr. McKenney said this would be a good opportunity for citizens to serve and protect the City. If a Beer Board decision was challenged, the appeal would be heard by a Shelby County Court, as is the case currently.

Alderman Simmons asked Mr. McKenney why every permit holder that has come before the Board during a violation hearing has been found guilty. Mr. McKenney explained that the board adjudicates to the permit holder, and determines if he has lived up to the terms agreed upon within the permit. A beer permit is a privilege license, not a right.

Mayor McDonald ended this line of questioning because it was not pertinent to the ordinance up for approval.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 2/10/2015 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

Linda Ricci, 3673 Thistle Valley, said she believes the entire city would benefit from the retention basin constructed on her property if her home were purchased through the FEMA repetitive loss grant, and torn down. She said her family is being penalized by having to pay the local match out of their home's equity.

ADJOURNMENT

Meeting adjourned at 7:49 PM

Minutes Acceptance: Minutes of Jan 27, 2015 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1429)

Meeting: 02/10/15 07:00 PM
Department: Legal
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Ed McKenney
Sponsors:
DOC ID: 1429

Ordinance 15-01, an ordinance to amend Title 8, Chapter 3, Section 8-301 of the Codified Ordinances of the City of Bartlett, Tennessee to require the appointment of the Beer Board.

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desire to amend Title 8, Chapter 3 (Beer Ordinance) to require the appointment of the Beer Board.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Section 8-301 of said Title and Chapter is deleted in full and replaced with the following:

Section 1. 8-301, Beer Board Established.

There is hereby established a Beer Board to be composed of (5) five members who are citizens of the City of Bartlett. The members shall be appointed by the Mayor and approved by the Board of Mayor and Aldermen. Members shall serve two-year terms and may be re-appointed. To achieve staggered terms; the initial appointments shall be:

Two (2) members for one year

Three (3) members for two years

All members shall serve at the will and pleasure of the Mayor and may be removed with or without cause or notice. The Beer Board shall, from its members, elect a Chairman who shall preside at its meetings. Its members shall serve without compensation.

Section 2. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 3. Effective Date. **BE IT FURTHER ORDAINED** that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

FIRST READING: January 27, 2015

SECOND READING: February 10, 2015

THIRD READING: February 24, 2015

W.C. Pleasant, Register to the Board

A. Keith McDonald

of Mayor and Aldermen

Mayor

ATTEST: _____

Stefanie McGee

City Clerk

HISTORY:

01/27/15 Board of Mayor and Aldermen APPROVED ON FIRST READING
Next: 02/10/15

Updated: 1/23/2015 12:44 PM by Stefanie McGee

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Mr. McKenney explained that under the City's current ordinance the Board of Mayor and Aldermen serves as the Beer Board. This ordinance would create a commission of five members, appointed by the Mayor and confirmed by the Aldermen.

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Alderman Simmons asked Mr. McKenney why every permit holder that has come before the Board during a violation hearing has been found guilty. Mr. McKenney explained that the board adjudicates to the permit holder, and determines if he has lived up to the terms agreed upon within the permit. A beer permit is a privilege license, not a right.

Mayor McDonald ended this line of questioning because it was not pertinent to the ordinance up for approval.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Autism Festival.



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
 6462 STAGE ROAD
 BARTLETT TN 38134
 901-385-6425

6761 Stage Road 38134
 Address Zip Code

April 25, 2015 8:00AM - 5:00PM
 Dates of the Event Hours of the Event

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

Gene Boyd
 Property Owner

TRACY PALM 6761 Stage Road, Bartlett, TN 38134
 Special Event Permit Applicant Address of Applicant

901-379-8827 901-244-6153
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

64.00 Total

[Signature] 2-2-13
 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: AUTISM FESTIVAL
 Location: TRANSFORMATIONS Autism Treatment Center, 6761 STAGE ROAD
 Dates: APRIL 25th 2015

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.)

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|---|--|
| <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> |
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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			X	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<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 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		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

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

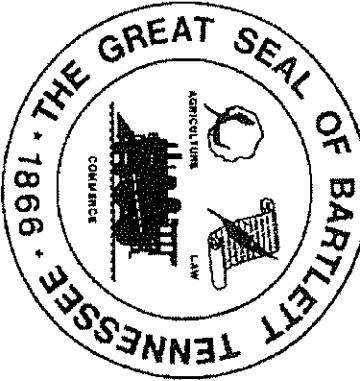
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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

POST IN A CONSPICUOUS PLACE	City of Bartlett, Tennessee Business License and Gross Receipt Tax THIS LICENSE EXPIRES <u>04/15/2015</u>	License Number 5936
Business Name <u>TRANSFORMATIONS AUTISM TREATMENT</u> ID: <u>5799</u> Address <u>6761 STAGE RD</u> City, State Zip <u>BARTLETT, TN 38134</u> Phone Number <u>901-231-1931</u>		
BUSINESS TAX This is to certify that the person or firm named herein has paid into my hands payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of: <u>AUTISM TREATMENT SERVICES</u> Classification: <u>3</u> Date issued <u>07/25/2014</u> By <u>[Signature]</u> Taxing Authority _____  Total Received..... PAID		

This License is NOT Transferable

Boyd & Sons Real Estate & Investment, Inc.

8487 Pleasant Ridge Road
Arlington, TN 38002
829-3289

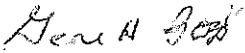
2-2-2015

Bartlett Code Enforcement

With Your Approval, I give John Holtzman with Autism Treatment Center, Permission to have a out side event on their parking lot at 6771 Stage Rd in Bartlett.on April 25-2015.

I appreciate your corporation . Thank You.

Sincerely;


Gene H Boyd

Attachment: Autism Festival-6761 Stage Rd-2015 (1435 : Autism Festival)



6761 Stage Road
Bartlett, TN 38134
February 2, 2015

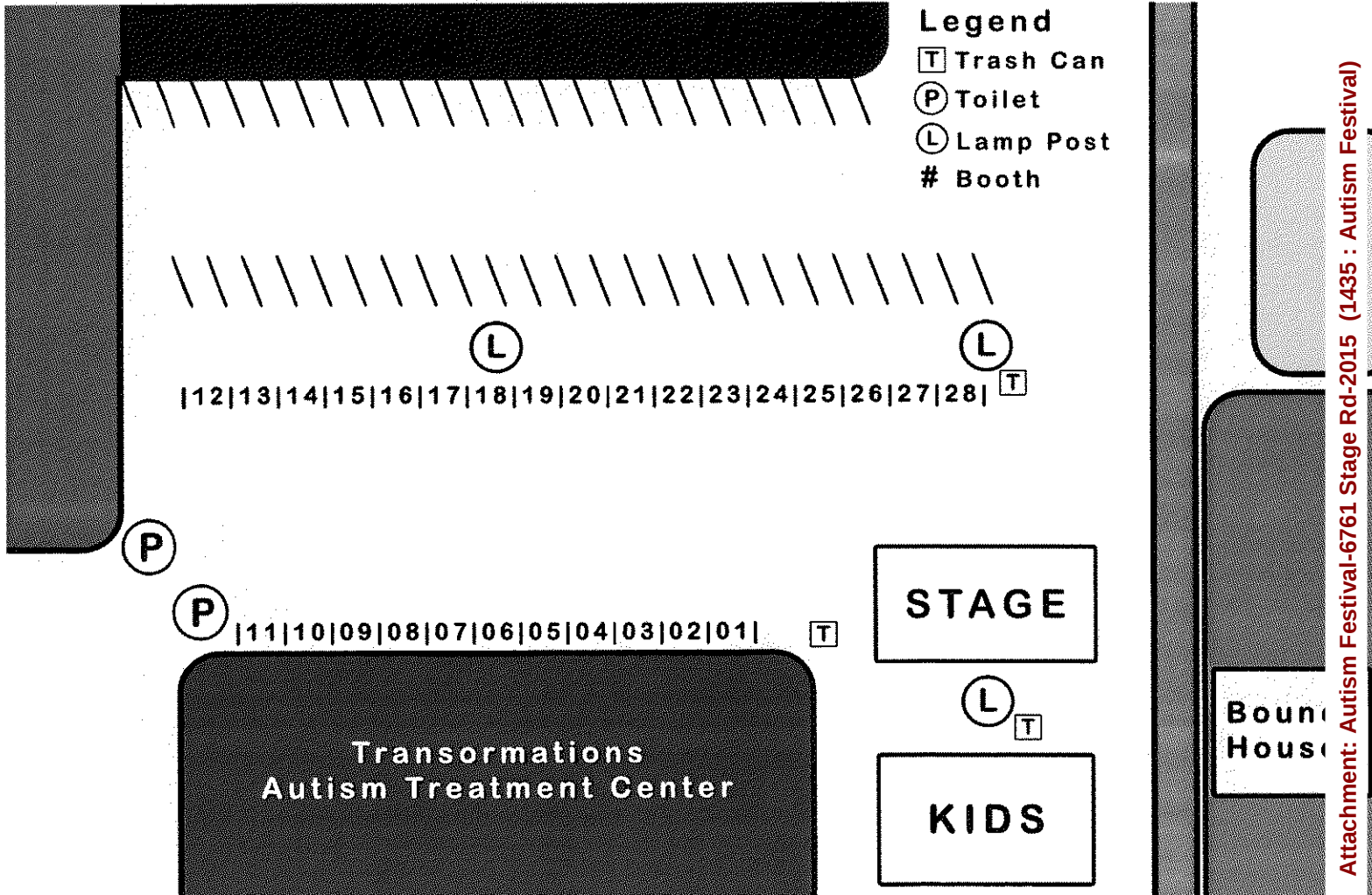
To Whom It May Concern:

I am writing this letter to inform you about the event that we are planning for April 25, 2015. The event will be an Autism Awareness Day/Craft Festival which will be held at the Transformations Autism Treatment Center at 6761 Stage Road. We will be utilizing both our building as well as the parking lot area adjacent to our building the grassy field in front of the building. We plan to have the following:

- A craft fair with vendor spaces and tents for vendors
- At least two bouncy houses
- A stage for performances by middle and high school bands, cheerleading teams, dance troupe, other performing groups and speakers
- At least two port-a-potty facilities
- Ample trash disposal receptacles
- Tours of our facility for the public.
- *FOOD TRUCK*

The event will be free of charge to the public and we welcome everyone to attend.

If you have further questions regarding the event, you contact Tracy Palm, 901-647-9136 or John Holtzman, 901-481-2474.





CERTIFICATE OF LIABILITY INSURANCE

6.1.a

DATE (MM/DD/YYYY)
1/29/2015

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

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

PRODUCER Collier Insurance 606 South Mendenhall Rd Suite 200 Memphis TN 38117		CONTACT NAME: Tammy Caldwell - TC PHONE (A/C No. Ext.): (901) 529-2900 FAX (A/C No.): (901) 529-2916 E-MAIL ADDRESS: tcaldwell@collier.com	
INSURED Transformations Autism Treatment Center 6761 Stage Road Bartlett TN 38134		INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Ins Company INSURER B: Bridgefield Employers Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

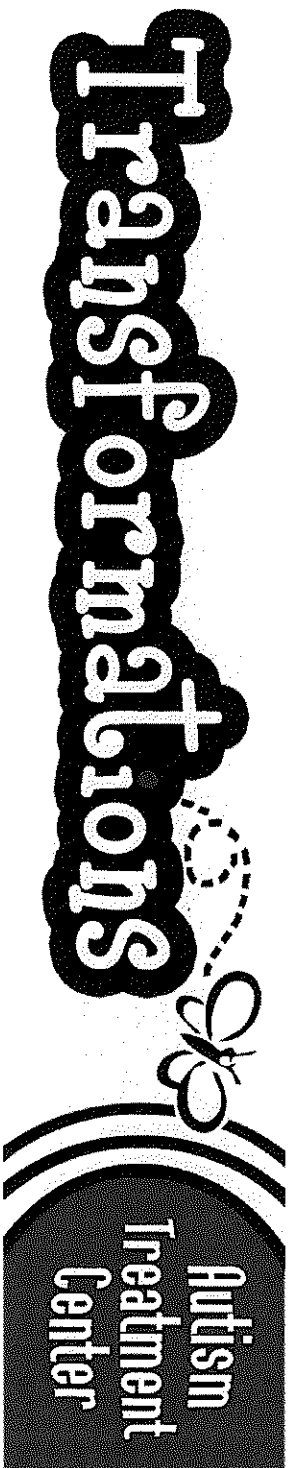
COVERAGES **CERTIFICATE NUMBER:** CL1512903828 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR		PLO4061	4/3/2014	4/3/2015	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMPIOP AGG \$ 3,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	☐ OCCUR				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	☐ CLAIMS-MADE				
	DED	RETENTION \$				EACH OCCURRENCE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	019636186	2/5/2015	2/5/2016	☒ WC STATUTORY LIMITS ☐ OTHER
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER City of Bartlett Bartlett Code Enforcement 6462 Stage Road Bartlett, TN 38134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Collier, III - JC1/
---	--



Autism Awareness Day &

Craft Fair

Saturday, April 25, 2015

9:00 a.m. – 4:00 p.m.

**Free to the Public – Everyone is
Welcome!**

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek Marathon & Half Marathon.



**APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6462 STAGE ROAD
BARTLETT TN 38134
901-385-6425**

5760 YALE RD 38134
Address Zip Code

MARCH 8, 2015 8:00AM TO 3:30PM
Dates of the Event Hours of the Event

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

CITY OF BARTLETT
Property Owner

MICHAEL SAMUELSON 9438 WILLIAM LITTLE DR.
ALTIS ENDURANCE SPORTS, LLC LAKE LAND, TN 38002-9475
Special Event Permit Applicant Address of Applicant

MICHAEL SAMUELSON 901-355-9820
ALTIS ENDURANCE SPORTS, LLC PHONE Fax Number
Phone Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$64.00 Total CK# 1043

Michael D. Samuel
Responsible Person

2-2-15
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: STANKY CREEK MARATHON AND HALF MARATHON
 Location: NESBIT PARK 5760 YALE RD BARTLETT, TN 38134
 Dates: MARCH 8, 2015

Type of special event: (Check one.)

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

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

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

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9				<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10				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		X		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		X		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		X		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		X		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

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

Conditions

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

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

Special event permit application, content and submission requirements

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

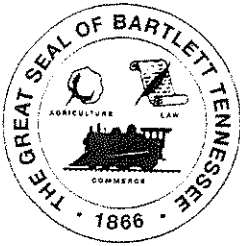
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

PARKS & RECREATION

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

February 2, 2015

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

The Bartlett Park Ultras has requested to use Nesbit Park on Sunday, March 8, 2015, 7:00 a.m. until 7:00 p.m., for their Stanky Creek Marathon and Half Marathon. This will support Youth Villages.

The Stanky Creek 50K/25K will be held on Sunday, September 13, 2015. This will benefit American Discovery Trails Society.

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

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

cc: Michael D. Samuelson
9438 William Little Dr.
Lakeland, TN 38002-9475
901-355-9820

Attachment: Stanky Creek Marathon & Half Marathon-March 2015 (1434 : Stanky Creek Marathon & Half Marathon)



YOUTVIL-01

6.2.a

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
1/30/2015

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

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

PRODUCER Kemmons Wilson Ins Group, LLC 8700 Trail Lake Drive West Suite 300 Memphis, TN 38125		(901) 346-8808	CONTACT NAME: Patsy Clark - Senior Client Executive PHONE (A/C, No, Ext): 901.345-1988 FAX (A/C, No): 901.345.8280 E-MAIL: pclark@kwilson.com ADDRESS:	
INSURED Youth Villages, Inc. 3320 Brother Blvd Memphis, TN 38133		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Cigna/Life Insurance Company of NA. INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☒ LOC	X	PHPK1195899	6/30/2014	6/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident & Health		AHH002695	8/11/2014	8/11/2015	\$ 25,000.

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

Stanky Creek Marathon & Half on March 8, 2015 at Altis Endurance Sports, LLC 9438 William Little Dr., Lakeland TN. Certificate holder is added as additional insured, ATIMA.

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett
Att: David Thompson
5868 Stage Rd
Bartlett, TN 38134-

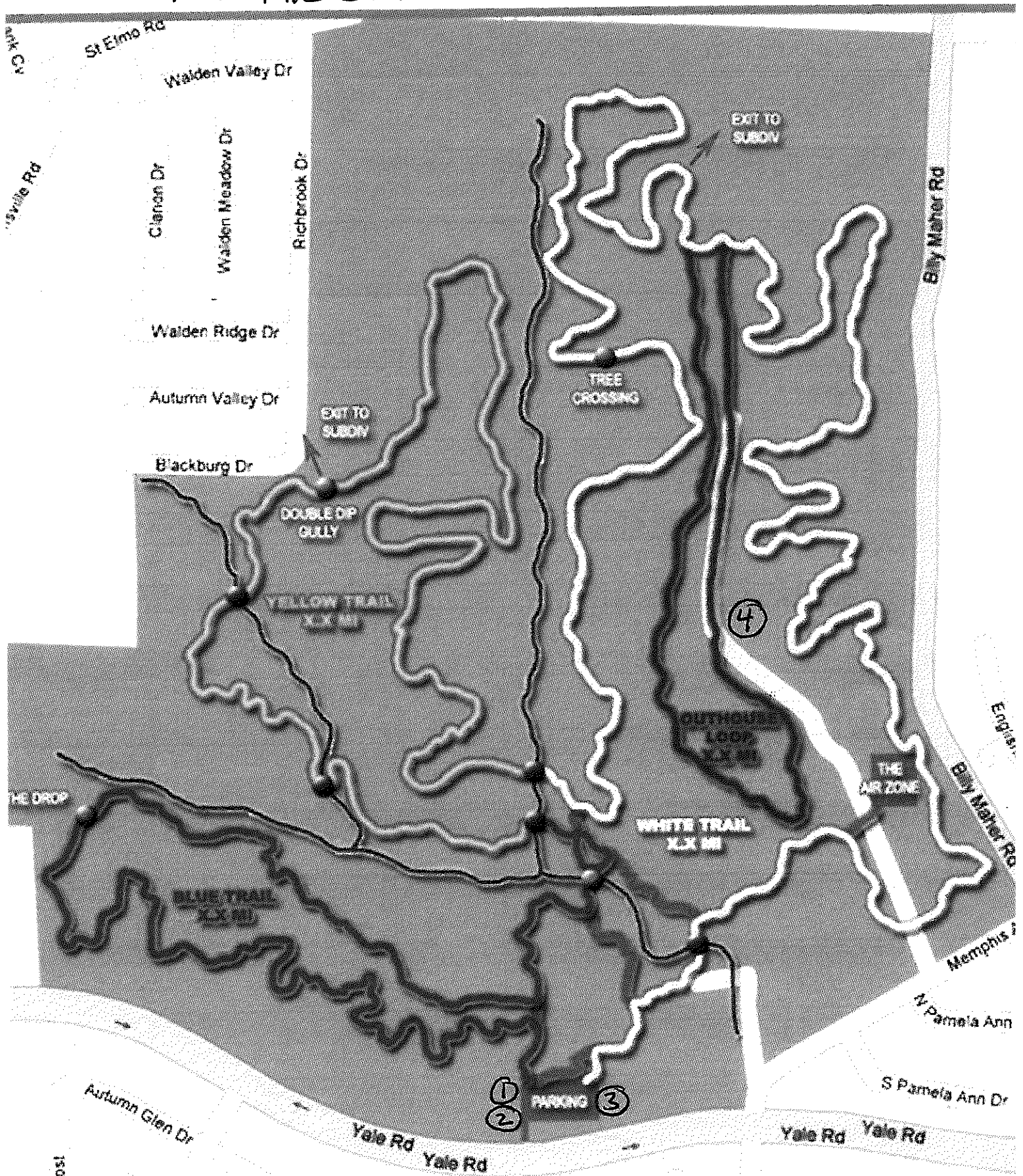
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NESBIT PARK MAP FOR THE STANKY CREEK MARATHON AND HALF MARATHON

6.2.a



- ① PORT-O-LETS ② RACE START LINE
③ FINISH LINE/AID ④ AID STATION

Attachment: Stanky Creek Marathon & Half Marathon-March 2015 (1434 : Stanky Creek Marathon & Half Marathon)

Special Event Permit Application
For
Stanky Creek Marathon and Half Marathon (a foot race)

Date and time of event: Sunday March 8, 2015 from 8:00 AM to 3:30 PM

Location of Event: Nesbit Park (Stanky Creek) located at 5760 Yale Rd. Event participants will run, jog, or walk either a marathon or half marathon by running loops on the park's maintained trails to complete the race distance of their choosing.

Name and address of the Race Director:

Mr. Mike Samuelson
9438 William Little Dr.
Lakeland, TN 38002-9475
events@altisendurance.com
Cell/home: 901-355-9820

Narrative description of event: Approximately 60 runners (the event is limited to a maximum of 250 runners) will run loops of the Nesbit Park trails to complete a marathon or half marathon.

Parking: Event participants will park in the Nesbit Park parking lot and also legally park between the bike lane and the curb on Yale Rd. near the park.

Standards: All performance standards and requirements set forth in the Special Events Checklist have been satisfied.

Portable toilets: Two or three portable toilets (number of toilets depends on the number of race entrants) will be set up on the west side of the Nesbit Park parking lot.

City Services: No city services are requested for this event.

Insurance Coverage: Insurance coverage for this event has been obtained by Youth Villages through the Kammon Wilson Insurance Group. The appropriate Certificate of Liability Insurance for this event is included in this permit request.

Restoration of site: The restoration of Nesbit Park will be conducted according to required special event standards and conditions of approval.

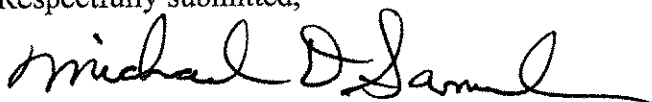
Proceeds from this event support Youth Villages.

Enclosure (1): Completed Special Event Checklist

Enclosure (2): Nesbit Park Map

Enclosure (3): Insurance Certificate

Respectfully submitted,



Mike Samuelson, Race Director

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Shelby County Wellhead Protection annual maintenance fee.

**SHELBY COUNTY HEALTH DEPARTMENT
Pollution Control Section
Water Quality Branch
814 Jefferson Avenue, Room 438-N
Memphis, Tennessee 38105
(901) 222-9599 Office
(901) 222-9561 Facsimile**

December 31, 2014

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

**Funding/2015 Wellhead Protection Program
Contract # 9955**

CR: 010-400403-4252

Estimated amount due: 11,651.75
\$11,420.75

For: City of Bartlett

Funding for the Shelby County Health Department, Pollution Control, Ground Water Quality Control Program, assessed at a charge of .55 cents per meter for a total of ~~20,765~~ Meters for FY 2013.

Adjustment for FY 2014 Meter Connection/Actual number of meters 21,185
x .55 cents $\pm$.

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

Total Amount due \$ 11,651.75

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM

Department: Engineering

Category: Amendment

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Redesign of Shadowlawn Sewer Project, Phase 2.

The City of Bartlett has been negotiating easements with property owners to construct sewers in the Shadowlawn area. Several owners (5 or 6) have asked us to modify the design to better address issues on their property. In an effort to work with the owners, we have indicated we would consider their requests. Attached is a proposal from the design engineer to meet the requests of these owners.



February 4, 2015
Project No. 33571-01

Wade Towles, P.E.
Assistant City Engineer
City of Bartlett, TN
6382 Stage Road
Bartlett TN 38134

RE: Shadowlawn Sewer Extension Phase 2 Re-Design

Dear Wade:

Please find attached the Fee Proposal for the Re-Design of this Project. After review, please contact myself or Bryant Bondurant if you have any questions.

Sincerely,

A handwritten signature in blue ink, reading "John T. Horne", is positioned below the "Sincerely," text.

John Horne, P.E.
Project Engineer

Copy to:33571-01



Shadolawn Sewer Extension Phase 2		
Sheet	Description of Re-Design	Fee
C1.01	Insertion of Revised Sewer Easements provided by COB Staff Horizontal Re-Alignment and Stationing of Sewer in Plan and Profile Addition and deletion of SMH's in Plan & Profile Addition of Approximate Sewer Septic Tank Locations provided by COB Staff Addition of Notes reflecting Fences, stream Crossings, Trees, etc.	\$ 4,082.00
C1.02	Redesign of Flowline Elevations as specified by COB Staff, including revised pipe and structure labels in Plan/Profile.	\$ 3,061.50
C1.03	Insertion of Revised Sewer Easements provided by COB Staff Horizontal Re-Alignment and Stationing of Sewer in Plan and Profile Redesign of Flowline Elevations as specified by COB Staff, including revised pipe and structure labels in Plan/Profile. Addition of Notes reflecting Fences, stream Crossings, Trees, etc.	\$ 2,806.38
C1.04	Horizontal Re-Alignment and Stationing of Sewer in Plan and Profile Addition and deletion of SMH's in Plan & Profile Addition of Approximate Sewer Septic Tank Locations provided by COB Staff Relocation of multiple Sewer Taps with revised location specified by COB Staff Addition of Notes reflecting Fences, stream Crossings, Trees, etc.	\$ 3,316.63
C1.05	Insertion of Revised Sewer Easements provided by COB Staff Horizontal Re-Alignment and Stationing of Sewer in Plan and Profile Addition and deletion of SMH's in Plan & Profile Addition of Approximate Sewer Septic Tank Locations provided by COB Staff Redesign of Flowline Elevations as specified by COB Staff, including revised pipe and structure labels in Plan/Profile. Addition of Notes reflecting Fences, stream Crossings, Trees, etc.	\$ 1,913.44
C1.07	Horizontal Re-Alignment and Stationing of Sewer in Plan and Profile Addition and deletion of SMH's in Plan & Profile Addition of Approximate Sewer Septic Tank Locations provided by COB Staff revised pipe and structure labels in Plan/Profile. Addition of Notes reflecting Fences, stream Crossings, Trees, etc.	\$ 1,378.81
C1.09	Revise Easement alignment based on COB Staff & add Sewer Tap	\$ 510.25
	Easement Plat Revision: \$600 Each. It is estimated that there are at least 3 Plats that must be changed	\$ 1,800.00
Total Re-design Fee		\$ 18,869.00

bargewaggoner.com
Equal Opportunity Employer/Affirmative Action Employer

60 Germantown Court Suite 100
Memphis TN 38018

901-755-7166 (office)
901-755-7844 (fax)

Attachment: SKMBT_28315020410250.pdf (1436 : Modification to the Shadowlawn Sewer Phase 2 Design Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Upgrade to Bartlett Justice Center's fire safety and security system.

Siemens Industry, Inc. Fire Safety & Security Systems

Address : 7600 Appling Center Dr.
#103
City State Zip : Memphis TN 38133
FAX Number : 901-377-6820
Contact : DeAnna Hardin
Contact Phone : 901-206-7866
Email : deanna.hardin@siemens.com

Bartlett Justice Center 3730 Appling Rd. Bartlett TN 38133 Attention: D Canon Quote ID:091514-12377-0016	Date	12-29-2014
	Payment Terms	Net 30
	Freight	FOB Shipping
	Delivery	To staging area

Detailed list of materials

No.	Quantity	Model	Description
1	1	500-633012	CAB-MP MOUNTING PLATE (1 ROW) MOUNTS IN CAB'S
2	1	500-633028	INNER DOOR SINGLE BLANK PLATE (2 PER PACKAGE) MOUNTS TO CAB/REMBOSX INNER DOORS
3	1	S54430-C1-A1	PMI-2 PERSON MACHINE INTERFACE 2
4	1	500-033340	12A@24VDC POWER SUPPLY 100AH BATTERY CHARGER, CONTAINS 4 RELAYS BACKBOX - 1 POSITION
5	1	500-648733	REMOTE LCD DISPLAY W/ CONTROL- ACU/SIL/RESET (NO MENU CAPABILITY)FIELD MOUNTED
6	1	S54430-C14-A1	MXL-IQ MSE-3L/M ENCLOSURE ADAPTER FOR X
7	1	500-033240	NETWORK INTERFACE CARD - H-NET,OR X-NET, AND CAN ONE CARD SLOT CC-5/CC-2
8	1	500-633037	CARDCAGE (5 SLOTS) FOR ALL CARDS BACKBOX - 2 POSITIONS
9	1	S54431-B4-A1	MLC MXL LINE CARD FOR XLS
10	1	500-033050	4 NAC ZONES (CODED OR NON-CODED SYNC, OR NON SYNC STROBE, MT,LL., RELEASING) 3A EACH MAX., CLASS A OR B ONE CARD SLOT CC-5/CC-2
11	1	S54430-Z13-A1	RCC-1F AND RCC-3F BLACK ENCLOSURE ADAPT

Attachment: Fire Alarm, BJC (1432 : Fire Safety & Security System Upgrade)



Siemens Industry, Inc.

Fire Safety & Security Systems

Address : 7600 Appling Center Dr.
#103
City State Zip : Memphis TN 38133
FAX Number : 901-377-6820
Contact : DeAnna Hardin
Contact Phone : 901-206-7866
Email : deanna.hardin@siemens.com

Bartlett Justice Center 3730 Appling Rd. Bartlett TN 38133 Attention: D Canon Quote ID:091514-12377-0016	Date	12-29-2014
	Payment Terms	Net 30
	Freight	FOB Shipping
	Delivery	To staging area

Detailed list of materials

No.	Quantity	Model	Description
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Solutions System Sub Total: \$10,550.00

Total Quote Price: \$10,550.00

ACKNOWLEDGMENT

I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment is due upon receipt of invoice. Equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job progresses.

Quote ID 091514-12377-0016

AGREED TO:

Proposal Amount _____

Solutions P.O. _____

Company Name: _____

CUSTOMER REPRESENTATIVE

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED:

Siemens Industry, Inc.

By: _____

Name: _____

Title: _____

Date: _____

- ☐ Bartlett Justice Center understands that Siemens Industry, Inc. highly recommends comprehensive service coverage and scheduled maintenance of your System to ensure proper System performance. Siemens has offered to provide an advantage services program as outlined in this proposal. If the Client elects not to engage Siemens to perform these services, Client agrees that Siemens, beyond our standard warranty if applicable, shall have no further responsibility or liability for the performance or failure to perform any recommended or required security services upon the System unless later engaged by separate written agreement.



Statement of work

Siemens Industry, Inc. is pleased to provide this proposal for the Bartlett Police Department to replace the existing MXL-IQ life safety system main panel components and annunciator with an updated XLS microprocessor technology headend and annunciator which is the future platform for enhancements.

With this option, your facility will reuse the existing field devices and existing wiring in place. Siemens is assuming that the system and all components are in normal working condition prior to the project taking place. If the system or any field devices are found to be in a condition other than normal, this will be priced separately from this proposal.

This pricing is assuming work to be done Monday through Friday 9-5 p.m..

Project timeline for the headend migration:

Day 1: One technician up to 8 hours for programming off site.

Day 2: One technician for 8-10 hours for the migration and (1) remote annunciator change-outs and spot testing after the system is back and running prior to us leaving the site.

Day 3: Two technicians 8 hours each for testing entire facility, troubleshooting, and finalizing the migration software.

Day 4: One technician up to 4 hours for fire marshal walk through.

SOLUTION/MASS NOTIFICATION TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) The Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment materials, parts, supplies and software (collectively "Product") to be provided by SIEMENS as described in each Work Order (such Services and Product collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by a authorized representative of SIEMENS and representative of Customer. SIEMENS' and Customer's performance under this Agreement is expressly conditioned on the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

(c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

(d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is being provided to Customer. The parties waive any right to a jury trial on matters arising out of this Agreement.

Article 2: Work by SIEMENS

2.1 SIEMENS will perform the Work expressly described in a Work Order (including any change orders thereto mutually agreed upon in writing) issued under this Agreement and signed by both parties. The Work shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar work in the same locale acting under similar circumstances and conditions.

2.2 SIEMENS shall perform the Work during its local, normal working hours, unless otherwise agreed in a Work Order.

2.3 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any Product beyond the scope set forth in a Work Order. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

2.4 All reports and drawings specifically prepared for and deliverable to Customer pursuant to a Work Order ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimate specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. SIEMENS conveys no license to software unless otherwise expressly provided in the Work Order. To the extent specified in the Work Order, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be subject to this Agreement and limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

2.5 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding SIEMENS may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

2.6 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's employees, contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures.

Article 3: Responsibilities of Customer

3.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;

(f) Maintain the Work site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials located at the site which may impact the Work;

(i) Furnish to SIEMENS any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power for the Work; telephone lines, capacity and connectivity as required by the Work; and heat, light, air conditioning and other utilities for the Work.

3.2 Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

3.3 Customer acknowledges that it is now and shall at all times remain in control of the Work site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health, safety or security programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

3.4 Except as expressly stated in a Work Order, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Work.

Article 4: Compensation

4.1 SIEMENS shall be compensated for the Work as expressly stated in a Work Order, or if not expressly stated, then at its prevailing rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in performance of the Work. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at CUSTOMER's request, if inspection

does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

4.2 SIEMENS shall invoice Customer as provided in this Agreement (including any modifications in a Work Order), or if not expressly provided, then on a monthly or other progress billing basis. Invoices are due and payable within 25 calendar days of receipt by Customer or as otherwise set forth in a Work Order. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or a law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice, and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the CUSTOMER agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

4.3 Except to the extent expressly agreed in a Work Order, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

Article 5: Changes; Delays; Excused Performance

5.1 As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which requires SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to the compensation and time for performance. In the event conditions or circumstances require Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

5.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 6: Warranty, Allocation of Risk

6.1 (a) Except as provided in a Work Order, all Product manufactured by SIEMENS or bearing its nameplate is warranted to be free from defects in material and workmanship arising from normal use and service for one year from the earlier of the date installed by SIEMENS or date of first beneficial use.

(b) Except as provided in a Work Order, labor for all Work under this Agreement is warranted to be free from defects for one year after the earlier of the date the Work is substantially completed or date of first beneficial use.

6.2 (a) The limited warranties set forth above shall be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Product not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Product and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect. Such limited warranty only extends to Customer and not to any subsequent owner of the Work. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective component(s) of covered Product, or (ii) reperformance of the defective portion of the Work.

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Work actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Work will be warranted hereunder only for the remaining portion of the original warranty period.

6.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANYWORK PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

6.4 Risk of loss of Product furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage. However, until SIEMENS is paid in full, SIEMENS shall retain title for security purposes only and the right to repossess the Product.

6.5 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

6.6 Anything herein notwithstanding, in no event shall SIEMENS be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits, loss of use and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Work, tort, contract or strict liability, and regardless of whether either party has been advised of the possibility of such damages and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.7 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 7: Hazardous Materials Provisions

7.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article 7.3, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article 7.1. The presence of Hazardous Materials constitutes a change in the Work Order whose terms must be agreed upon by SIEMENS before its obligations hereunder will continue.

7.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the cost thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil, including but not limited to ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, or refrigerants, that at any time are present at the Work site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if an appropriate change order has been entered into pursuant to this Article 7.1 above, SIEMENS shall continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive

an equitable extension of time to complete the Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

7.3 Customer warrants that, prior to the execution of a Work Order, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Work site and shall provide a copy of any Work site safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, MSDSs or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

7.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under Articles 7.1, 7.2 and 7.3..

Article 8: Import / Export Indemnity

8.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 9:

If applicable, the following sections shall apply to Siemens Sygnal - Mass Notification Services:

9.1 CUSTOMER OBLIGATIONS

Contact List. Customer shall be responsible for providing a list containing contact information for Customer's employees, agents, authorized representatives, or other individuals to be used by Siemens and its Service Providers in connection with the provision of Siemens Sygnal (the "Contact List"), and Customer agrees that it shall make all reasonable efforts to ensure that the Contact List contains accurate and complete information, and that the Contact List is updated and maintained on a timely basis (including without limitation conflicts with the National Do Not Call Registry, or similar registry, if any).

(A) Customer Content/Ownership. All Customer Content is the property of Customer. Customer Content consists of the Contact List and/or any messages, communications, information, data, text, sound, sender or recipient information sent via Siemens Sygnal and any other Customer materials. Customer is solely responsible for the content of all messages sent from Customer's account, and for the accuracy, integrity, completeness, and appropriateness (including offensiveness, indecency, or objectionable nature) of Customer Content. Customer acknowledges that Siemens Sygnal is simply a passive conduit for the distribution and transmission of Customer Content. Under no circumstances shall SIEMENS or any Service Provider be liable in any way for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Content, or for any loss or damage of any kind incurred as a result of the use of any Customer Content sent, accessed, posted, or otherwise transmitted via Siemens Sygnal.

(B) Permission to Use Customer Content. Customer hereby grants SIEMENS and its Service Providers the right to use Customer Content in connection with Siemens Sygnal, specifically, to communicate with and coordinate individuals on the Contact List and/or to assist with managing the flow of information before, during and after an expected or unexpected situation.

(C) Unauthorized Use of Siemens Sygnal. Customer shall promptly inform SIEMENS of any actual or potential unauthorized access to, or use of, Siemens Sygnal of which Customer has knowledge.

(D) Unlawful or Prohibited Conduct. Customer agrees and warrants that it shall only use Siemens Sygnal pursuant to these Terms and Conditions and shall not knowingly use Siemens Sygnal in connection with any unlawful or prohibited activity and/or in connection with Customer's transmission or other association with spam or other unsolicited messaging activities. Such activities can cause harm to SIEMENS (and its customer base) by damaging the brand name and reputation of SIEMENS, its customers, and Service Providers. Any such unlawful or prohibited use of Siemens Sygnal shall entitle SIEMENS to suspend and/or terminate this Customer Agreement. As used herein the term Service Provider(s) refers to telecommunications carriers and any other third party providers that SIEMENS uses for the delivery of Siemens Sygnal to its subscribers.

(E) Third Party Factors and Scope of Control. Customer acknowledges that SIEMENS provision of Siemens Sygnal is dependent on the facilities, network connectivity, or any acts and/or omissions of Service Providers (Third Party Factors). Customer acknowledges that the performance of Siemens Sygnal may be affected by such Third Party Factors. Scope of Control is defined as those areas of functionality and technology, including hardware and software used in the provision of Siemens Sygnal that are under the direct control of a party (excluding Third Party Factors). SIEMENS AND SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY REDUCTION, INTERRUPTION, TERMINATION OR SUSPENSION OF SIEMENS SYGNAL RELATED TO ANY ISSUES OUTSIDE SUCH PARTY'S SCOPE OF CONTROL, INCLUDING BUT NOT LIMITED TO ILLEGAL ACTS OF THIRD PARTIES (INCLUDING BUT NOT LIMITED TO THIRD PARTY FACTORS). Customer shall be liable to SIEMENS for any additional labor or material costs, expenses or charges arising out of software, technology or communication issues relating to the operation of the Siemens Sygnal system.

(F) Proprietary Rights. Siemens Sygnal and any related software or technology, and all intellectual property rights therein and thereto, is owned by SIEMENS, its licensors or Service Providers, and Customer so acknowledges. Customer shall not modify, reverse engineer, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer, or sell any part of Siemens Sygnal. Customer agrees not to display or use SIEMENS trademarks, services marks, logos, or other intellectual property of SIEMENS without the prior written permission of SIEMENS.

(G) Privacy. Customer acknowledges that the portion of the locations (of SIEMENS or its Service Providers) through which content shall pass and the server on which content shall be stored may not be segregated or in a separate physical location from servers on which SIEMENS' (or its Service Providers') other customer content is or shall be transmitted or stored.

(H) Export Restrictions; Compliance With Laws. Customer acknowledges that it may be subject to export control laws that may regulate the export and re-export of technology, including the electronic transmission of information to foreign countries and to certain foreign nationals. Customer agrees to abide by these laws and their regulations, and not to use Siemens Sygnal in a method that violates such laws. SIEMENS may refuse to provide Siemens Sygnal if SIEMENS determines that the provision of Siemens Sygnal shall violate any laws.

(I) Taxes. Customer acknowledges and agrees that it shall be responsible for the payment of all taxes, duties, levies, and other similar charges (and any related interest and penalties) (collectively, "taxes"), however designated, levied or imposed by any governmental authority by reason of the sale, performance, license or use of any of the services, equipment or other goods or products covered by this Customer Agreement or as a result or arising out of the existence or operation of this Customer Agreement, including without limitation any goods and services tax.

(J) Text Messages. Under no circumstances shall SIEMENS be liable to Customer, to any individual on the Contact List, or to any other person for any charges that arise from a Customer's or an individual person's receipt of a text message.

9.2 SIEMENS PRACTICES

(A) Siemens Sygnal. Customer acknowledges, as applicable, that either (1) Siemens Sygnal Product is a fully hosted application; or (2) Siemens Sygnal is part of a combined system that includes a fully hosted application; or (3) Siemens Sygnal is a premised based system only.

(B) Suspension or Discontinuation of Siemens Sygnal. In the event that SIEMENS believes that Customer is abusing Siemens Sygnal, SIEMENS shall notify the Customer of the abuse in writing and shall have the right to immediately suspend Siemens Sygnal Services. If such abuse is not remedied or corrected within thirty (30) days, Siemens shall have the right to terminate Siemens Sygnal Services.

(C) Confidentiality of Customer Content. SIEMENS shall not wrongfully or negligently disclose, modify, copy, display, distribute, transfer, provide access to or sell Customer Content to any third party, other than to government and law enforcement officials when required by law (e.g., in compliance with a subpoena or court order) and to Service Providers in order to provide Siemens Sygnal. SIEMENS shall notify Customer as soon as practicable upon receipt of a subpoena or court or governmental order requiring SIEMENS to disclose confidential Customer Content with the intention of providing Customer with the opportunity to oppose the disclosure. SIEMENS shall never sell, lease, barter or share any identifiable information (names, addresses, and contact device identifiers) from any account and safeguards the privacy of each and every Customer. SIEMENS shall preclude the use or knowing disclosure of the

Customer Content within SIEMENS own organization or its Service Providers, except as necessary to perform Siemens Sygnal.

9.3 REPRESENTATIONS; DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNITY

(A) Mutual Representations and Warranties. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Customer Agreement, to grant the rights granted hereunder and to fully perform under this Customer Agreement; (ii) the execution of this Customer Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Customer Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(B) Customer Representations and Warranties: Customer represents and warrants that: (i) it will not make any unauthorized representation or warranty relating to Siemens Sygnal to any user that accesses Siemens Sygnal through Customer or to any third party; (ii) it shall abide by all applicable local, state, national and international laws, treaties, rules and regulations, including those related to data privacy, international communications and the transmission of technical or personal data (collectively, *Laws*), and the terms and conditions of its privacy policy in connection with its use of Siemens Sygnal and its collection of data in the Contact List; (iii) it has the right and authority to provide to SIEMENS and its Service Providers all of the individual information that appears in the Contact List and to authorize SIEMENS and its Service Providers to use such information in connection with SIEMENS provision of Siemens Sygnal; and (iv) it shall abide by the use restrictions with respect to Siemens Sygnal set forth in this Customer Agreement.

(C) Representations and Warranties: SIEMENS represents and warrants that: (i) Siemens Sygnal will conform in all material respects to SIEMENS published user documentation; (ii) all support and training to be performed hereunder in connection with SIEMENS provision of Siemens Sygnal shall be performed in a professional manner consistent with industry standards; (iii) it has put in place commercially reasonable procedures to protect Customer privacy.

(D) Disclaimer. EXCEPT AS OTHERWISE PROVIDED HEREIN, SIEMENS SYGNAL IS PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED HEREIN, SIEMENS DOES NOT MAKE ON BEHALF OF ITSELF OR ITS SERVICE PROVIDERS ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, CONDITIONS, OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE ARISING FROM COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING SIEMENS SYGNAL OR ANY OTHER MATTER PERTAINING TO THIS CUSTOMER AGREEMENT.

(E) Indemnification. Customer agrees to indemnify, defend, and hold harmless SIEMENS, the Service Providers, and each of its and their officers, directors, owners, employees, agents, or vendors, from and against all third party actions, suits, losses, liabilities, claims, expenses, damages, and costs of every kind and description including reasonable legal fees (collectively, *Losses*) arising out of or in connection with (i) a breach of this Customer Agreement by Customer, (ii) Customer's use of Siemens Sygnal (except to the extent of SIEMENS indemnification obligations below), and (iii) a claim that the Customer Content, or any use of such content by SIEMENS or a Service Provider in connection with the performance of Siemens Sygnal, violates a third party's intellectual property, proprietary, or other rights, including, without limitation, the right of publicity and the right of privacy. SIEMENS agrees to indemnify, defend, and hold harmless Customer, its officers, directors, owners, employees, and agents from all Losses arising out of or in connection with (i) a breach of any of its representations or warranties set forth in this Customer Agreement by SIEMENS; or (ii) a claim that Siemens Sygnal violates a third-party's U.S. intellectual property rights, except that SIEMENS will have no liability for any infringement claim if caused in whole or in part by: (a) Customer's use of Siemens Sygnal other than in accordance with applicable documentation or instructions provided or approved by SIEMENS; (b) Customer's unauthorized modification of Siemens Sygnal or any part thereof; (c) Customer's use or combination of Siemens Sygnal with software, hardware, system, data, or other materials not supplied by SIEMENS; (d) information supplied by Customer (including Customer Content) to SIEMENS that is used in or with Siemens Sygnal; or (e) Customer's continued use of Siemens Sygnal after Customer was notified of actual or potential infringement from Customer's use of Siemens Sygnal.

(F) Consequential Damages Exclusion; Direct Damages Limitation. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR SERVICE PROVIDERS LIABLE TO CUSTOMER) OR ANY OTHER PERSON FOR ANY LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WHETHER OF NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF SIEMENS, ITS AFFILIATES, SERVICE PROVIDERS, AND ITS AND THEIR DIRECTORS, OFFICERS, AND EMPLOYEES FOR ANY DAMAGES INCURRED BY CUSTOMER EXCEED THE GREATER OF \$1000 OR 10% OF THE TOTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE, REGARDLESS OF THE FORM OF ACTION.

9.4 TERM, RENEWAL, AND TERMINATION

(A) Term; Renewal. This Customer Agreement shall begin on the Service Start Date and Terminate on the Service End Date as set forth on the cover page of this Customer Agreement.

(B) Termination on Breach. Notwithstanding the above clause, in the event that either party to this Customer Agreement breaches or fails to perform hereunder, the other party may immediately terminate this Customer Agreement if such breach or failure is not cured within thirty (30) days after delivery of written notice thereof to the party in default.

(C) Termination on Insolvency. Notwithstanding the foregoing cure right, either party may immediately terminate this Customer Agreement, upon thirty (30) days written notice, if the other party becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of its creditors, or becomes the subject of proceedings under any law relating to bankruptcy or the relief of debtors.

9.5 IN GENERAL

(A) Assignment. Customer shall not assign any of the rights and obligations hereunder without prior written approval of SIEMENS, except to a corporate affiliate, or successor of all or substantially all of Customer's business. Such approval shall not be unreasonably withheld or delayed.

(B) Force Majeure. Except for obligations to make payments hereunder, neither party shall be responsible for delays or failures of performance resulting from unforeseeable acts beyond the reasonable control of such party.

(C) Governing Law and Jurisdiction. This Customer Agreement shall be governed by the laws of the State of [Illinois] without reference to conflict of laws principles, if any. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Customer Agreement shall be filed within one (1) year after such claim or cause of action arose or be forever barred.

(D) Survival. Disclaimers of warranties, limitations of liability, indemnification obligations, this Section, the rights and obligations to make payments due and owing, and the applicable terms of the Customer Agreement that by their nature are intended to survive shall survive termination of this Customer Agreement for any reason.

(E) Independent Contractor. SIEMENS relationship with Customer shall be that of an independent contractor, and nothing in this Customer Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship.

(F) Third Party Beneficiary. Other than with respect to the disclaimers and limitations of liability and indemnification rights, under no circumstances shall any other person, whether a member of the Contact List, any of Customer's affiliates or customers, or any other person or third parties, be considered a third party beneficiary of this Customer Agreement or otherwise be entitled to any rights or remedies under this Customer Agreement.

(G) Severability. If any term or provision of this Customer Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Customer Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

(H) Notice. With the exception of payment notices, all notices given pursuant hereto shall be in writing, delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or overnight courier and addressed to the party's address as set forth on the cover page of this Customer Agreement or to such other address as either party may from time to time designate by written notice. Any such notice shall be deemed to be given as of the date it is delivered.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 02/10/15 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for February 2015.

NEW BUSINESS

SITE PLAN

1. Bartlett Wine & Spirits, 6841 Summer Avenue (George Jeram)

INTRODUCTION: Mr. George Jeram, with Bartlett Wine and Spirits is requesting Planning Commission approval of a revised site plan for Bartlett Wine & Spirits. The subject property is located at 6841 Summer Avenue within the "C-H" Highway Business Zoning District.

BACKGROUND: On June 17, 2014, the Design Review Commission approved a revised site plan to allow Bartlett Wine and Spirits to enclose a porch area on the front and rear corner of the building.

DISCUSSION: The specific request by the applicant is to approve a revised site plan to add a permanent location for the placement of a storage container at the rear of the property, behind a fenced area. The container is 8' x 20' (160 square feet) in size, and 8' in height. The container is installed on a gravel surface. A portion of the container can be seen from Summer Avenue.

Recommendation: *Approved with Conditions of staff.*

2. Caring Estates, LLC, 4965 Brunswick Road (Delinor D. Smith, Caring Estates)

INTRODUCTION: Mr. Delinor Smith with Smith Building Design and Associates is requesting Planning Commission approval of a revised site plan for Caring Estates. The subject property is located at 4965 Brunswick Road within the "RS-15" Residential zoning district.

BACKGROUND: The Shelby County Commission initially approved this project prior to its annexation into the City. However, due to changes made to the site plan following the County's approval, and after the property's 2012 annexation into the City of Bartlett, the applicant must obtain site plan approval from the City's Planning Commission.

DISCUSSION: The specific request by the applicant is for the approval of a revised site plan to expand an existing 8,155-square foot nursing home with a 6,200-square foot building addition, resulting in a 14,355-square foot building. The nursing home is currently an 8-bed facility, but will increase to an 18-bed facility with the approval of the proposed site plan. A new curb cut to provide access to the site from Baylor Road is proposed, and the existing access from Brunswick Road will remain. A detention pond will also be added to the property along

with drainage improvements along the road frontages.

The specifics of the approved site plan were as follows:

Site Data	
Site Area:	3.66-acres (159,430 square feet)
Total Required Parking Spaces:	22
Total Proposed Parking Spaces: (based on the number of beds)	22
Handicap Accessible:	2
Regular:	20
Existing Building Area: Proposed Building Area: Total:	8,155-square feet 6,200-square feet 14,355-square feet
Green space/Open space:	78.1%
Building Height:	32'9"

Recommendation: *Approved with Conditions of staff .*

3. Midsouth Muffler + Automotive 6843 Summer Avenue (John A. Campbell, Sr.)

INTRODUCTION: Mr. John Campbell with Midsouth Muffler is requesting Planning Commission approval of a revised site plan for Midsouth Muffler. The subject property is located at 6843 Summer Avenue within the "C-H" Highway Business Zoning District.

BACKGROUND: On May 18, 2004, the Design Review Commission approved a revised site plan to allow two 8' x 40' metal storage containers to have a designated location on the property, and an 8'-tall privacy fence for screening.

DISCUSSION: The specific request by the applicant is for the approval of two additional storage containers to be located at the rear of the property, outdoor storage areas for recycling, parking areas for vehicles and shop equipment, and a permanent location for the monster truck. The storage containers are 8' wide x 40' long, and 8' in height. The storage containers are 10' from the property lines.

Recommendation: *Approved with Conditions of staff .*

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for December 2014.

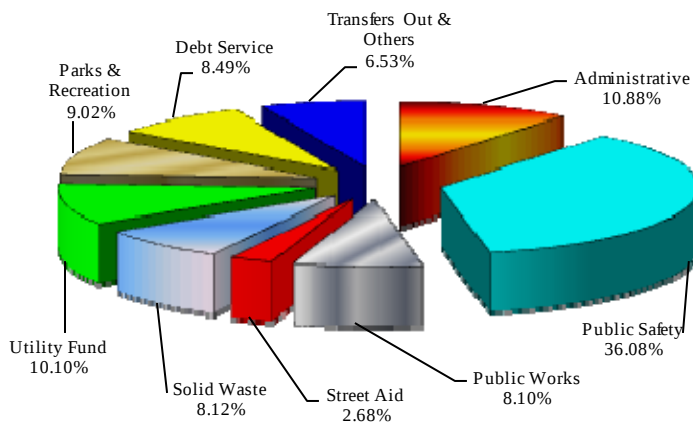


City of Bartlett

FINANCIAL REPORT

December 31, 2014

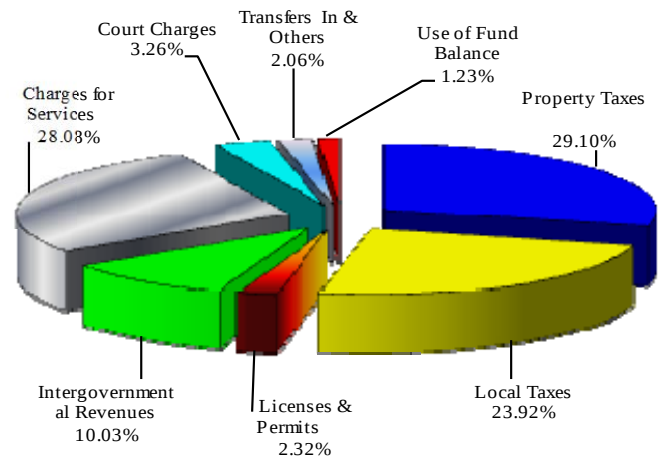
Total Expenditures, FY 2015 Budget: \$67,246,180



BUDGET HIGHLIGHTS

- June 30, 2014 year-to-date actual is audited.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2013 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2015 Budget: \$67,246,180



FY 2015 YEAR-TO-DATE For The Period Ending December 31, 2014

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,916,138	\$ 2,996,787
Public Safety	23,631,223	11,698,502
Public Works	5,316,808	2,577,686
Parks and Recreation	5,416,283	2,525,520
Performing Arts	601,966	278,903
Transfers & Other Gen. Fund Items	3,628,392	2,358,193
Subtotal	\$ 45,510,810	\$ 22,435,592
General Fund Revenues		
Property Taxes	\$ 19,525,000	\$ 11,594,234
Local Taxes	12,981,750	3,969,145
Building and Development Fees	1,554,100	744,477
Intergovernmental	5,217,750	1,591,626
Charges for Services	3,882,184	1,550,759
Court Charges	1,950,000	726,516
Other Revenue	400,026	193,562
Subtotal	\$ 45,510,810	\$ 20,370,319
Special Rev. Funds -Expenditures	\$ 9,108,110	\$ 4,178,044
Special Rev. Funds -Revenues	\$ 9,108,110	\$ 3,907,062
Utility Expenses	\$ 8,550,300	\$ 4,398,707
Utility Revenues	\$ 8,550,300	\$ 4,538,932
Debt Service Expenditures	\$ 4,076,960	\$ 3,393,288
Debt Service Revenues	\$ 4,076,960	\$ 1,626,071
Total Expenditures	\$ 67,246,180	\$ 34,405,631
Total Revenues	\$ 67,246,180	\$ 30,442,384

Note: FY 2015 Adopted Budget includes use of fund balance in Special Revenue Funds and the Debt Service Fund.

Attachment: Dec14FinRpt (1440 : Treasurer's Report for December 2014)



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



	FY 2014 Actual	FY 2015 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2014	Year-to-Date Actual FY 2015	Increase/ Decrease in \$	Percent of FY 2014 Actual	Percent of FY 2015 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,565,404	\$ 6,916,138	\$ 350,734	\$ 3,037,297	\$ 2,996,787	\$ (40,510)	46.26%	43.33%	-2.93%
Public Safety	23,175,343	23,631,223	455,880	11,610,891	11,698,502	87,612	50.10%	49.50%	-0.60%
Public Works	5,055,777	5,316,808	261,031	2,501,681	2,577,686	76,006	49.48%	48.48%	-1.00%
Parks and Recreation	4,986,291	5,422,843	436,552	2,532,267	2,525,520	(6,747)	50.78%	46.57%	-4.21%
Performing Arts	622,299	595,406	(26,893)	291,274	278,903	(12,371)	46.81%	46.84%	0.04%
Transfers & Other Gen. Fund Items	1,966,783	3,628,392	1,661,609	1,227,800	2,358,193	1,130,393	62.43%	64.99%	2.57%
Total General Fund Expenditures	\$ 42,371,897	\$ 45,510,810	\$ 3,138,913	\$ 21,201,210	\$ 22,435,592	\$ 1,234,382	50.04%	49.30%	-0.74%
General Fund Revenues									
Property Taxes	\$ 19,464,995	\$ 19,525,000	\$ 60,005	\$ 11,216,210	\$ 11,594,234	\$ 378,024	57.62%	59.38%	1.76%
Local Taxes	12,419,035	12,981,750	562,715	3,953,241	3,969,145	15,904	31.83%	30.57%	-1.26%
Building and Development Fees	1,575,298	1,554,100	(21,198)	679,248	744,477	65,229	43.12%	47.90%	4.79%
Intergovernmental	4,929,659	5,217,750	288,091	1,434,461	1,591,626	157,165	29.10%	30.50%	1.41%
Charges for Services	3,628,857	3,882,184	253,327	1,622,300	1,550,759	(71,541)	44.71%	39.95%	-4.76%
Court Charges	1,726,486	1,950,000	223,514	742,550	726,516	(16,034)	43.01%	37.26%	-5.75%
Other Revenue	364,176	400,026	35,850	158,913	193,562	34,649	43.64%	48.39%	4.75%
Total General Fund Revenues	\$ 44,108,506	\$ 45,510,810	\$ 1,402,304	\$ 19,806,923	\$ 20,370,319	\$ 563,396	44.90%	44.76%	-0.15%
Special Revenue Funds									
Street Aid Fund	\$ 1,841,831	\$ 1,795,000	\$ (46,831)	\$ 820,350	\$ 620,100	\$ (200,250)	44.54%	34.55%	-9.99%
Solid Waste Fund	5,423,103	5,948,729	525,626	2,771,057	2,859,689	88,632	51.10%	48.07%	-3.02%
General Improvement Fund	609,039	640,000	30,961	276,405	325,891	49,486	45.38%	50.92%	5.54%
Drug Enforcement Fund	215,214	418,300	203,086	152,664	157,737	5,072	70.94%	37.71%	-33.23%
DEA Enforcement Fund	24,194	151,900	127,706	2,280	119,919	117,639	9.42%	78.95%	69.52%
Drainage Control Fund	100,468	119,181	18,713	46,346	57,586	11,240	46.13%	48.32%	2.19%
Park Improvement Fund	4,434	35,000	30,566	0	2,490	2,490	0.00%	0.00%	0.00%
Grant Funds	803,720	0	(803,720)	549,186	34,632	(514,554)	68.33%	0.00%	-68.33%
Special Revenue Funds - Expenditures	\$ 9,022,003	\$ 9,108,110	\$ 86,107	\$ 4,618,288	\$ 4,178,044	\$ (440,244)	51.19%	45.87%	-5.32%
Special Revenue Funds - Revenues	\$ 9,880,024	\$ 9,108,110	\$ (771,914)	\$ 4,576,051	\$ 3,907,062	\$ (668,990)	46.32%	42.90%	-3.42%
Utility Fund									
Total Utility Operations	\$ 5,509,960	\$ 6,773,156	\$ 1,263,196	\$ 2,626,615	\$ 3,011,865	\$ 385,250	47.67%	44.47%	-3.20%
Total Utility Debt Expenses	1,585,829	1,616,206	30,377	1,287,533	1,386,842	99,309	81.19%	85.81%	4.62%
Contribution to Fund Balance	0	160,938	160,938	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,095,789	\$ 8,550,300	\$ 1,454,511	\$ 3,914,148	\$ 4,398,707	\$ 484,559	55.16%	51.45%	-3.72%
Total Utility Revenues	\$ 8,475,689	\$ 8,550,300	\$ 74,611	\$ 4,489,771	\$ 4,538,932	\$ 49,161	52.97%	53.09%	0.11%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,186,547	\$ 4,076,960	\$ (109,587)	\$ 3,463,300	\$ 3,393,288	\$ (70,012)	82.72%	83.23%	0.51%
Total Debt Service Revenues	\$ 3,953,958	\$ 4,076,960	\$ 123,002	\$ 1,936,838	\$ 1,626,071	\$ (310,767)	48.98%	39.88%	-9.10%
Total Expenditures	\$ 62,676,236	\$ 67,246,180	\$ 4,569,944	\$ 33,196,946	\$ 34,405,631	\$ 1,208,685	52.97%	51.16%	-1.80%
Total Revenues	\$ 66,418,177	\$ 67,246,180	\$ 828,003	\$ 30,809,583	\$ 30,442,384	\$ (367,200)	46.39%	45.27%	-1.12%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/10/15 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Melissa Woodall to Parks and Recreation Advisory Board.

Melissa Woodall will fill the position vacated by Britt Linder. Her term will expire December 31, 2017.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 02/10/15 07:00 PM
Department: Planning and Economic Development
Category: Proposal
Prepared By: Sam Harris
Department Head: Terry Emerick

Appeal of the Design Review Commission's decision regarding signage for Farrell Calhoun located at 6810 Summer Avenue.

This letter from Stephanie Williams of Williams Sign Company requests an appeal to the Design Review Commission's decision on a proposed lighted box sign for Farrell Calhoun located at 6810 Summer Avenue. This decision was made at the Design Review Commission meeting on Tuesday, January 20, 2015.

The Design Review Commission met on Tuesday, January 20, 2015 at 7 p.m. for their regularly scheduled meeting. Alderman Elliott, Chairman, presided over the meeting.

Farrell-Calhoun - 6810 Summer Avenue (Stephanie Williams, Williams Sign Company)

Ms. Kim Taylor explained that Ms. Stephanie Williams with the Williams Sign Company is requesting Design Review Commission (DRC) approval of a wall-mounted tenant identification sign for the Farrell-Calhoun Paint store. The subject property is located at 6812 Summer Avenue within the "C-H" Business Highway zoning district.

The subject property previously had a canopy across the front of the main building above the main entrance with a tenant identification sign. The proposed box style sign is replacing the canopy sign. **The proposed sign has been installed.**

The specifics of the sign are as follows:

Wall-Sign: Description

Location: The sign is located on the fascia of the building facing Summer Avenue.

Size: The building has 100+ feet of linear frontage. The sign measures 4'x 28' = 112-sq.ft.

Font: Arial

Materials/Colors: Green aluminum/steel sign cabinet with green plastic sign panel and white lettering.

Sign Message: **Farrell - Calhoun Paint**

Mounting Structure: Aluminum/steel sign cabinet to be stud mounted to the wall of the building.

Logo: Paint can

Lighting: Internal Florescent tube

Landscaping: None Proposed

Recommendation: Denial (See Conditions).

Planning Comments:

- I. Section I-448 of the Bartlett Sign Ordinance states in part that, "Every business

establishment, retailer, service organization or other commercial enterprise specifically located in a commercial or office district shall be entitled to no more than two (2) signs of total accumulated square footage not to exceed one (1) square foot of sign for every foot of building footage. They may have either two (2) wall signs or one wall sign and a ground sign, where permitted, that do not exceed 100 sq.ft. of total sign area.” The proposed wall sign is 112- square feet.

Planning Conditions:

1. If the sign is not approved by the DRC, then the applicant may appeal the decision of the DRC to the Board of Mayor and Aldermen. A letter of appeal must be received by Planning Department staff within 5 days of the DRC’s decision.
2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Stephanie Williams, Williams Sign Company, was present to represent this application. She apologized for her error. Stated she was thinking it was one square foot per linear foot. She did not remember the maximum not to exceed 100 square feet. It was explained to her that the Design Review Commission cannot approve the signage. She can submit a Letter of Appeal to the Board of Mayor and Aldermen within five days requesting approval of the board.

Motion was made by Chris Triplett to deny this application for signage per staff conditions and with her right to submit a letter of appeal within five days to the Board of Mayor and Aldermen.

Bill Simpson seconded the denial.

Roll Call Vote: All members voted yes. Motion was carried.

Williams Sign Company
1399 Thomas St.
Memphis, TN 38107

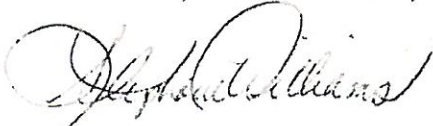
January 27, 2015

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

City Mayor and Alderman

I am writing this letter to respectfully appeal Design Review Committee's decision for a Farrell Calhoun lighted box sign located at 6810 Summer Ave.

Thanks for your considerations,



Stephanie Williams

JANUARY 20, 2015

BARTLETT DESIGN REVIEW COMMISSION MINUTES

The Design Review Commission met in the Council Chamber at Bartlett City Hall on Tuesday, January 20th, 2015 at 6:30 p.m. for their regular scheduled meeting. Alderman Elliott, Chairman, presided over the meeting.

NEW BUSINESSSign**1. Farrell-Calhoun – 6812 Summer Avenue (Stephanie Williams, Williams Sign Company)**

Ms. Kim Taylor explained that Ms. Stephanie Williams with the Williams Sign Company is requesting Design Review Commission (DRC) approval of a wall-mounted tenant identification sign for the Farrell-Calhoun Paint store. The subject property is located at 6812 Summer Avenue within the “C-H” Business Highway zoning district.

The subject property previously had a canopy across the front of the main building above the main entrance to the building with a tenant identification sign. The proposed box style sign is replacing the canopy sign. The proposed sign has been installed.

The specifics of the sign are as follows:

<u>Wall-Sign:</u>	<u>Description</u>
Location:	The sign is located on the fascia of the building facing Summer Avenue.
Size:	The building has 100+ feet of linear frontage. The sign measures 4'x 28' = 112-sq.ft.
Font:	Arial
Materials/Colors:	Green aluminum/steel sign cabinet with green plastic sign panel and white lettering.
Sign Message:	Farrell – Calhoun Paint
Mounting Structure:	Aluminum/steel sign cabinet to be stud mounted to the wall of the building.
Logo:	Paint can
Lighting:	Internal Florescent tube
Landscaping:	None Proposed

Recommendation: Denial (See Conditions).

Planning Comments:

1. Section 1-448 of the Bartlett Sign Ordinance states in part that, "Every business establishment, retailer, service organization or other commercial enterprise specifically located in a commercial or office district shall be entitled to no more than two (2) signs of total accumulated square footage not to exceed one (1) square foot of sign for every foot of building footage. They may have either two (2) wall signs or one wall sign and a ground sign, where permitted, that do not exceed 100 sq.ft. of total sign area." The proposed wall sign is 112- square feet.

Planning Conditions:

1. If the sign is not approved by the DRC, then the applicant may appeal the decision of the DRC to the Board of Mayor and Aldermen. A letter of appeal must be received by Planning Department staff within 5-days of the DRC's decision.
2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Stephanie Williams, Williams Sign Company, was present to represent this application. She apologized for her error. Stated she was thinking it was one square foot per linear foot. She did not remember the maximum not to exceed 100 square feet. It was explained to her that the Design Review Commission cannot approve the signage. She can submit a Letter of Appeal to the Board of Mayor and Aldermen within five (5) days requesting approval of the board.

Motion was made by Chris Triplett to deny this application for signage per staff conditions and with her right to submit a letter of appeal within five (5) days to the Board of Mayor and Aldermen. Bill Simpson seconded the denial. Roll Call Vote: All members voted yes. Motion was carried.

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

Application for Administrative Sign Approval

Sign Message: Farrell-Calhoun Paint
Sign Location (Address): 6810 Summer
Business Name: FARRELL-CALHOUN PAINT
Type of Business: PAINT STORE
Business Owner Contact: ANTHONY WARD
Address: 221 EAST CAROLINA AVE, MEMPHIS, TN 38126
Phone: 901-526-2211 Fax: 901-525-8574 Email: _____

Design Contact: Stephanie Williams
Company Name: Williams Sign Company
Address: 1399 Thomas St.
Phone: 901-523-1595 Fax: 901-527-7372 Email: jwilliams196@aatt.net

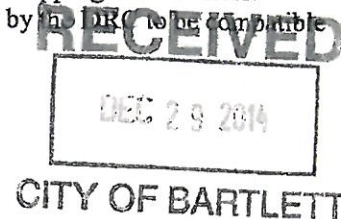
Installer Contact: Same As Above
Company Name: Williams Sign Company
Address: 1399 Thomas St.
Phone: 901-523-1595 Fax: 901-527-7372 Email: jsigns@w-signs.com

Submitted by: Stephanie Williams (Printed name)
(Signature) Stephanie Williams (Date) 12/7/2014

The applicant shall indicate by a check (✓) that the following items have been submitted.

- ☒ Include a fee of \$100.00 per sign (unless multiple signs are identical) with this application with a check payable to the City of Bartlett. The Code Enforcement Department also requires a permit fee, per sign, once each sign is approved. The sign will be inspected annually. The annual inspection fee is \$10.00 per sign.
- ☒ 4 sets/copies of the application and checklist with an attached color rendering and/or site plan details.
- ☒ 1-digital copy (email, flash, SD, CD)

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



Sign Information Check List:

Sign Type: Lighted box sign Location of Sign: 6810 Summer Ave

Linear Building Frontage: _____ Linear Storefront: _____
(single building) (tenant space in a center)

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

Sign Details: _____ width x height (inches preferred)
Size - 112' square feet (48" x 336")
Size - _____ square feet (_____" x _____")
Size - _____ square feet (_____" x _____")
Total Sign Area/Square footage Proposed: 112'

Total Sign Area/Square Footage Permitted: 100'

Sign Materials: Steel, Aluminum, Vinyl, Bulbs, electrical

Sign Face Colors: DARK GREEN

Trim Cap Colors: Ø

Sign Attachment Materials and Colors: Bolted, Attachment Riddle

Lighting Type: Flourescent

Please ☒ that the following information has been provided with this application.

- ☒ Colored Elevation Rendering (wall/window signs) ☒ Measurement Details
☐ Site Plan (ground signs) ☐ Landscape Plan (ground signs) ☒ Sign Attachment Details
☒ Lighting Details ☒ Material and Color Details ☒ Copies ☒ Fees

Upon receipt of a **completed** sign application, please allow 5-business days for approval.

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

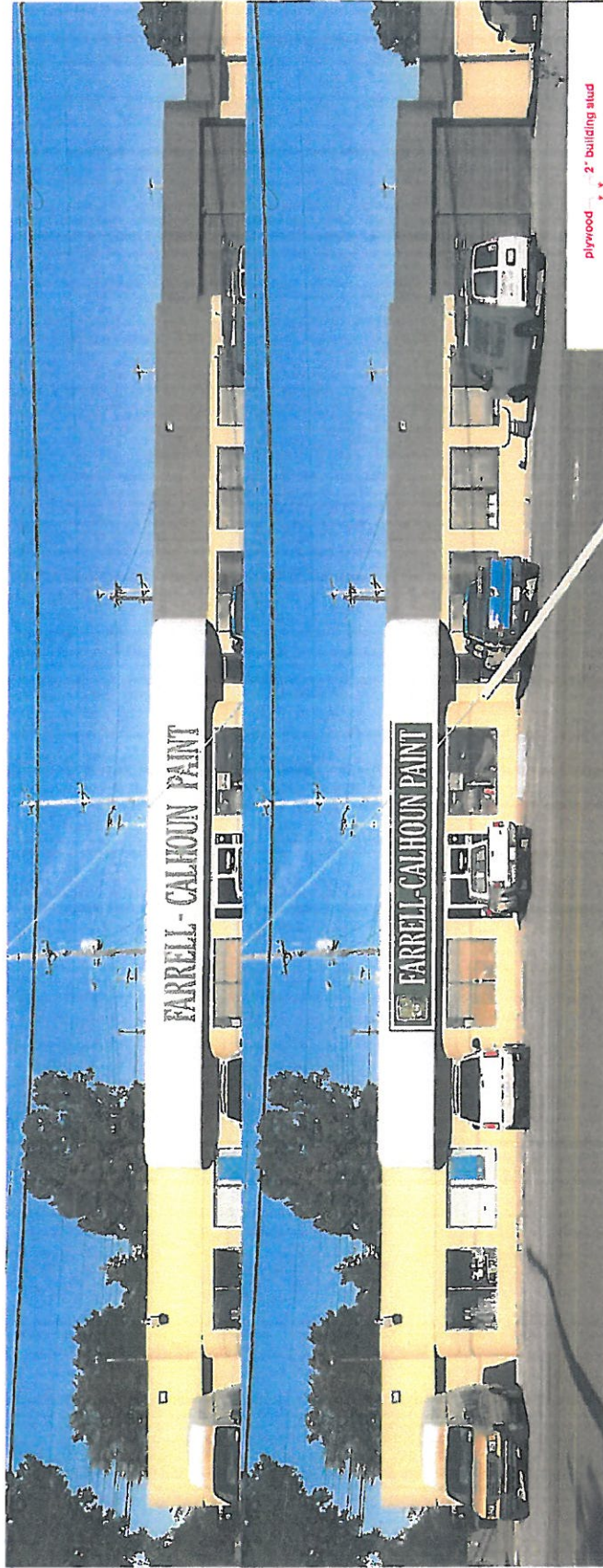
Approved: _____ Denied: _____ Forward to DRC: _____

Notes:

Staff Signature

Date

4/26/13



Lighted Can 4'x28', Graphics and Lettering 32.75"x313"

