



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JANUARY 28, 2014 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Brad Ratliff

FUTURE MEETINGS

Family Assistance Commission, February 3 at 6 p.m.

Planning Commission, February 3 at 7 p.m.

Bartlett Station Commission, February 5 at 7:30 a.m.

City Beautiful Commission, February 6 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the January 14, 2014 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Stanky Creek Marathon and Half Marathon. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, March 2 from 8 a.m. to 3:30 p.m. at Nesbit Park.

- 2 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 (20,953) multiplied by \$0.55.
Funds are available in account 510.51200.644.

3 Repair of Well at Ardie Road Water Plant. (Rick McClanahan, Director of Engineering)

Request approval of screen repair in Ardie Road Water Plant Well by Layne, a sole service provider. The cost of the repair work will be \$11,300. Funds are available in account 510.51200.262.

4 Well Pump Repair at Ardie Road Water Plant. (Rick McClanahan, Director of Engineering)

Request approval for Layne to repair the motor, pump and pump bowl for the above-referenced well. The repair will cost \$28,203.00. Funds are available in account 510.51200.262.

5 Architectural and engineering services for new fire training center. (Rick McClanahan, Director of Engineering)

Request approval to contract with Renaissance Group for engineering and architectural services for fire training center and on-site storage facility for a total cost of \$44,500.00. Funds are available in account 311.48311.772.263.

6 Commercial Site Plan Contract for Bartlett Alzheimer's Special Care Facility. (Rick McClanahan, Director of Engineering)

The developer, Bartlett Care Group, LLC., will pay \$31,147.00 in City fees. The bond is set at \$94,550.00.

7 Treasurer's Report for December 2013 (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Appoint Adrienne Huntley to the Bartlett Station Commission. (A. McDonald, Mayor)

Adrienne Huntley will replace Patrick Dickerson. Her term will expire December 31, 2019.

2 Appoint Angie Jade to the Bartlett City Beautiful Commission. (A. McDonald, Mayor)

Angie Jade will replace Mary Webb. Her term will expire December 31, 2014.

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JANUARY 14, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Board of Zoning Appeals, January 16 at 6:30 p.m.

BPACC Advisory Board, January 21 at 6 p.m.

Design Review Commission, January 21 at 7 p.m.

RECOGNITIONS

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

Bill Yearwood on being named A.C. Lock Public Works Leader of the Year

Mayor McDonald recognized Bill Yearwood upon being named A.C. Lock Public Works Leader of the Year. Mr. Yearwood has served as the City's Public Works Director for five years. The A.C. Lock award is presented by the Tennessee Chapter of the American Public Works Association.

MINUTES ACCEPTANCE

Minutes of the December 10, 2013 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jan 14, 2014 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Special event permit for Winter Cross Country Series. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, January 26 and Sunday, February 9 starting at 2 p.m. each day at Nesbit Park.
- 2 Purchase of 44 computers and accessories for the Bartlett Library. (Dick Phebus, Director of Finance)**
Request authorization to purchase 44 computers, five receipt printers and six color printers for the Bartlett Library from various government contracts for a total cost of \$43,434.00. These computers will replace the current computers used by employees and citizens since 2008. Funds are available in account 123.48123.933.
- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Five items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com
- 4 Bid for Crime Scene Van. (Gary Rikard, Chief of Police)**
Recommend accepting the sole bid for a 2014 Ford F350 from AutoNation Ford at a cost of \$57,150.00 for one crime scene van. Funds are available in account 129.48129.935.
- 5 Purchase of 20 duty weapons. (Gary Rikard, Chief of Police)**
Request authorization to purchase 15 Sig Sauer P226R .357 and five Sig Sauer P239 .357 duty weapons with night sights and magazines from Accurate Law Enforcement for a total cost of \$12,560.00. Accurate Law Enforcement is a sole-source provider. Funds are available in account 311.48311.785.20314.
- 6 Bid for Double Drum Vibrating Asphalt Roller with Tandem Axle Tilt Deck Trailer. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest qualifying bid from Stribling Equipment, LLC. At a cost of \$43,435.00. Funds are available in account 311.48311.785.30714 .
- 7 Purchase of Water Line in Annexed Area (Rick McClanahan, Director of Engineering)**
Authorize Mayor to sign contract. Cost of this water line, service and fire hydrants will be \$14,298.86. Funds are available in account 312.48312.780.7029.

Minutes Acceptance: Minutes of Jan 14, 2014 7:00 PM (MINUTES ACCEPTANCE)

8 Planning Commission Report for January 2014 (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Special use permit for climate-controlled self-storage facility was approved with conditions.

Item 2 - Site plan for Bush Grove Baptist Church was approved with conditions.

Item 3 - Final plan for Cross Subdivision was tabled until the February meeting.

NEW BUSINESS

I Appoint and re-appoint members to City's Boards and Commissions. (A. McDonald, Mayor)

Doyal Brown was reappointed to the Bartlett Station Commission. His term will expire December 31, 2019.

Phyllis Fickling was appointed to the Bartlett Station Commission. Her term will expire December 31, 2019.

David Parsons was reappointed to the Board of Zoning Appeals. His term will expire December 31, 2016.

Leanne Braddock, Laqueta Ferguson, and Ken Greenwood were reappointed to the BPACC Advisory Board. Their terms will expire on December 31, 2016.

Reappointed to the City Beautiful Commission were Lee Barclay, Joe Bledsoe, Denis Elliott, Louise Horton, Donald Keith, Juanita Long, Tommie Jean Moore, Kenneth Parks, Tom Rieman, Debbie Ross, Jason Sykes and Jean Jones-Ward. Laurie Rieman was appointed. Each Commissioner's term will expire December 31, 2014.

Brian Foshee, Henry Miller, Wayne Ray, and Warrie Williams were reappointed to the Code Appeals Board. Their terms will expire December 31, 2015.

Charles Jowers, Bill Simpson, and Michael Terry were reappointed to the Design Review Commission. Melissa Bray was appointed to the Design Review Commission. Each of their terms will expire December 31, 2015.

Paul Foree and Ken Twiss were reappointed to the Family Assistance Commission. Their terms will expire December 31, 2016.

Tawny Walker, Craig Jones, and Becky Bailey were appointed to the Grievance Review Board. Their terms will expire December 31, 2014. Ted Archdeacon, Ted Rasbach, and Jack Young were reappointed to the Grievance Review Board. Their terms will expire December 31, 2014.

Kris Clinton and Rachel Landsdown were reappointed to the Historic Preservation Commission. Their terms will expire December 31, 2018.

Charles Goforth, Mike McElya, and Bob Morris were reappointed to the Industrial Development Board. Their terms will expire January 25, 2018.

Matt Goodhart was appointed, and Warren Young was reappointed to the Parks and Advisory Board. Their terms will expire December 31, 2016.

Ron Sandlin was reappointed to the Planning Commission. His term will expire December 31, 2016.

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

- 2 Set a public hearing for February 11, 2014 for Resolution 01-14, a resolution approving a Special Use Permit to operate a Climate-Controlled Self Storage-Company, 6600 Stage Road, within the "C-H" Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)

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

- 3 Resolution 02-14, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice FY13 Programs in the amount of \$2,226.19, and to amend the Fiscal Year 2014 Grant Operating Budget to appropriate the funds. (Dick Phebus, Director of Finance)

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

- 4 Resolution 03-14, a resolution to delete uncollectable property taxes, interest, penalties and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

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

- 5 Resolution 04-14, a resolution to amend the 2013-2014 Capital Improvements Fund and Grants Fund Budgets to recognize revenues and make appropriations for certain projects funded by subdivision bond default proceeds and FEMA/TEMA disaster reimbursement funds. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:16 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jan 14, 2014 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 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 and Half Marathon.



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

5760 YALE RD

Address

38134

Zip Code

MARCH 2, 2014

Dates of the Event

8:00AM TO 3:30 PM

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 D. SAMUELSON

9438 WILLIAM LITTLE DR
LAKE LAND, TN 38002-9475

ALTIS ENDURANCE SPORTS, LLC

Special Event Permit Applicant

Address of Applicant

901-355-9820

Phone Number

NONE

Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

64.00 Total

Michael D. Samuelson

Responsible Person

1-15-14

Date

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

APPROVAL

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

Attachment: Special event permit (1157 : Stanky Creek Marathon & Half Marathon)

Special Event Checklist

Event: STANKY CREEK MARATHON AND HALF MARATHON

Location: NESBIT PARK 5760 YALE RD BARTLETT, TN 38134

Dates: MARCH 2, 2014

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

	Sub- mitted ✓ or X	OK	N/A		Comments
12				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.

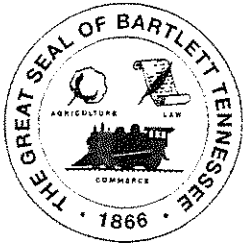
The application shall set forth and contain the following information:

	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

October 17, 2013

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

Mike Samuelson of Bartlett Park Ultras has requested to use Nesbit Park on Sunday, March 2, 2014, 8:00 a.m. until 3:30 p.m. for their Stanky Creek Marathon and Half Marathon benefiting Youth Villages event.

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

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

Cc: Mike Samuelson
901-355-9820
events@altisendurance.com
runacrossamericaontrail.com

Attachment: Special event permit (1157 : 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 2, 2014 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 200 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: Four or five 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

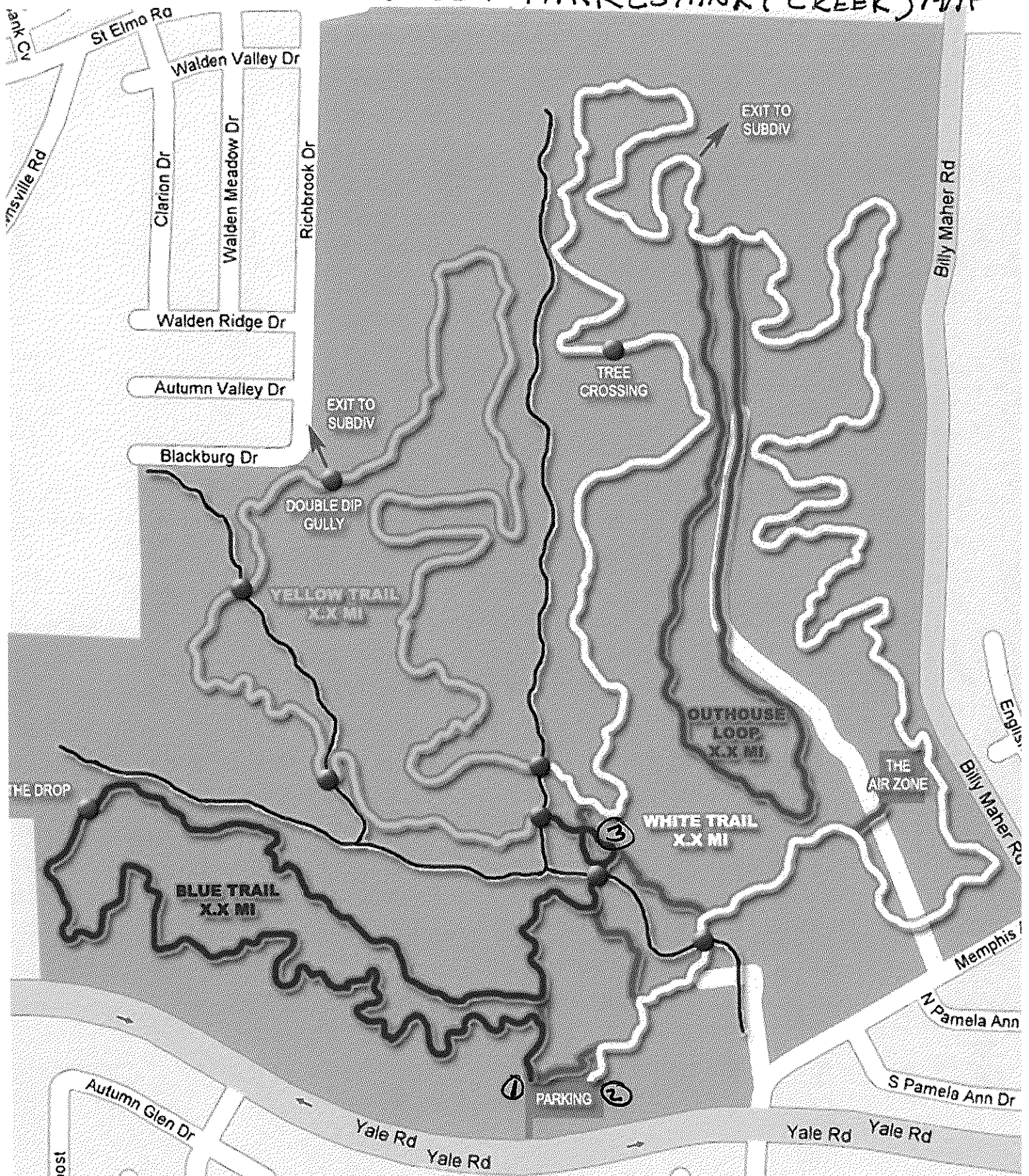
Enclosure (3): Insurance Certificate

Respectfully submitted,



Mike Samuelson, Race Director

NESBIT PARK (STANKY CREEK) MAP



Attachment: Special event permit (1157 : Stanky Creek Marathon & Half Marathon)

- ① LOCATION OF PORT-O-LETS (40RS)
- ② LOCATION OF RACE START/FINISH
- ③ MID POINT AID STATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

1/6/2014

5.1.a

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 Grp, Div Kemmons Wilson, Inc.
100 Trail Lake Drive West
Suite 300
Memphis, TN 38125

(901) 346-8808

CONTACT NAME: Patsy Clark - Senior Client Executive

PHONE (A/C No, Ext): 901-395-0903

FAX (A/C No): 901-345-8280

E-MAIL ADDRESS: pclark@kwilson.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

INSURER B: Cigna/Life Insurance Company of NA.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Youth Villages, Inc.
3320 Brother Blvd
Memphis, TN 38133

OVERAGES

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.

SR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
X	COMMERCIAL GENERAL LIABILITY	X	PHPK1041048	6/30/2013	6/30/2014	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					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
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PROJECT ☒ LOC					
	AUTOMOBILE LIABILITY					
	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) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			WC STATUTORY LIMITS ☐ OTHER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
	Accident & Health		AHH02695	8/11/2013	8/11/2014	\$ 25,000

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

Stanky Creek Marathon & Half on March 2, 2014 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Shelby County Wellhead Protection annual maintenance fee.



Mark H. Luttrell, Jr.
Mayor
Shelby County

SHELBY COUNTY HEALTH DEPARTMENT

YVONNE S. MADLOCK
DIRECTOR

HELEN MORROW, M. D.
HEALTH OFFICER



Public Health
Prevent Promote Protect

December 27, 2013

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

Dear Mayor McDonald:

Enclosed you will find an invoice for the estimated amount that the City of Bartlett should be assessed for FY 2013 under Contract Number G-1350.

As you know, these funds are being used to implement a comprehensive aquifer protection program within the County and your Municipality. The amount shown on the invoice is based on current knowledge of the number of meters located within your City during FY 2012 for which a fee was paid. At that time, 20,765 meters were accounted for at a fee of .55 cents per meter. Please pay the appropriate amount based on an updated number of meter connections for the City of Bartlett.

If you have any questions or require additional information, please contact me at (901) 222-9599.

Sincerely,

Greg Parker, Supervisor
Water Quality Branch
GP:

Enclosures

Mission

To promote, protect and improve the health and environment of all Shelby County residents.

814 Jefferson Avenue Suite 437 ♦ Memphis, Tennessee 38105
(901) 222-9599

Attachment: Letter from the County (1160 : Water Meter Invoice from Shelby Co Health Dept)

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

December 27, 2013

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

Funding/2014 Wellhead Protection Program
Contract # 9955

CR: 010-400403-4252

Estimated amount due: \$ 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 2012.

Adjustment for FY 2013 Meter Connection/Actual number of meters 20,953
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 \$ 11,524.15

Attachment: Letter from the County (1160 : Water Meter Invoice from Shelby Co Health Dept)

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

December 27, 2013

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

Funding/2014 Wellhead Protection Program
Contract # 9955

CR: 010-400403-4252

Estimated amount due: \$ 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 2012.

Adjustment for FY 2013 Meter Connection/Actual number of meters 20,953
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 \$ 11,524.15

Attachment: Letter from the County (1160 : Water Meter Invoice from Shelby Co Health Dept)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Repair of Well at Ardie Road Water Plant.

About two weeks ago, one of the wells at the Ardie Road water plant began to pump sand. The well was taken out of service, and Layne was called to remove the motor, pump and video the well.

The evaluation showed sand coming into the well near the bottom of the screen about Elevation 501. Layne's proposed solution is to pump cement to the bottom of the well and install a five to 10 foot concrete cap above the breach in the screen. This should seal off the problem and allow the well to operate at its designed production level.

The work will cost \$11,300. Please authorize the approval of this repair with Layne, which is a sole service provider. Funds are available in account 510.51200.262.



January 20, 2014

via email gengstrand@cityofbartlett.org

City of Bartlett
3585 Altruria Road
Bartlett, TN 38135
Attn: Greg Engstrand

RE: Ardie Road Well 1

Dear Greg,

We have completed reviewing the video survey of Well No. 1 at Ardie Road Water Plant. The well, in its compromised condition, does not produce as clear of a picture as we would prefer. However, this much is clear. There is definitely foreign material coming from the bottom of the well. This is likely presumably due to a failure of the back pressure valve at the bottom of the well. While we were jetting the fill inside the well prior to the video, we retrieved both native formation sand along with well gravel pack. The presence of the gravel pack is indicative that the failure is not in the upper well casing, as there is no gravel pack behind the well casing. The well screen itself appears to be in good condition, and there was gravel pack visible behind the openings in the well screen. All of these factors contribute to the suspected cause of failure.

Our recommendation is to approach the repair as follows: Plug the bottom five foot section of the well screen with neat cement. Allow several days for the cement to set up. After setting up, we will install a larger test pump to pump the well close to its normal rate of production. We will also perform another video survey of the well while this pump is pumping and assess. If as expected, the well pumps without any foreign material, the well will be considered ready to return to working condition. The cost of this work will be \$11,300.00. This work can be completed within two weeks. As with any repair on a well, we make no guarantees as to the success of this operation in returning this well to working order.

Please do not hesitate to contact us with any questions you may have. We would also be happy to meet in person to review the video and our recommendation.

Sincerely,

Isaac D. Guess

Isaac D. Guess
Account Manager

WATER RESOURCES

1212 University, Memphis, TN 38108 | Office: 901.274.2324 | Fax: 901.728.4872 | layne.com

Attachment: Letter from Layne (1163 : Well at Ardie Road Water Plant)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Well Pump Repair at Ardie Road Water Plant.

The breach in Well #4's screen caused the well to fill the sand, which was pulled into the pump. The sand clogged the pump and damaged the pump and motor.

Layne, a sole service supplier, can repair the motor, pump and pump bowl at a cost for \$28,203. Funds are available in account 510.51200.262.



January 20, 2014

via email gengstrand@cityofbartlett.org

City of Bartlett
3585 Altruria
Bartlett, TN 38135
Attn: Greg Engstrand

RE: PUMP REPAIRS ARDIE PLANT WELL #1

Dear Scott,

Layne Christensen Company has recently completed the pulling and inspection of the above mentioned pump. The US motor will need to be dipped and baked, balanced and the bearing replaced. The column pipe, oil tubing, and shafts seem to be in good shape and can be re-used. We will need to replace five shaft bearings and two shaft couplings. All of the rubber bearings in the flanged column pipe will also need to be replaced. The pump bowl needs to be rebuilt. This will require a new bowl shaft, oil seals, bowl bearings, and wear rings. The column and suction pipe will need to be recoated inside and out and the oil tubing will need to be coated on the outside only.

Our material and cost breakdown to do the recommended repairs is as follows.

Repair motor	\$ 3,075.00
5 – 2-1/2" x 1-1/2" shaft bearings	\$ 390.00
2 – 1-1/2" shaft couplings	\$ 58.00
9 – 12" x 2-1/2" rubber spiders	\$ 360.00
1 – 1-15/16" x 67-11/16" stainless steel bowl shaft turned to 1-1/2"	\$ 511.00
2 – Bowl oil seals	\$ 76.00
1 – Set bowl bearings	\$ 596.00
3 – Bronze bowl wear rings	\$ 927.00
200' – 1/4" stainless steel airline	\$ 500.00
L.S. – Misc. nuts, bolts, gaskets, paint, oil, permatex, etc.	\$ 575.00
Coat column, oil tubing, and suction pipe	\$11,230.00
Shop labor to tear down, clean, assemble, and paint pump	\$ 2,015.00
Machine shop labor to make repairs to pump	\$ 2,250.00
Labor to set pump back and test	\$ 5,640.00

TOTAL REPAIR COST \$28,203.00

This does not include any previously quoted work. Repairs on this project including delivery of material and coating of the pump should take three to four weeks from the date of your approval.

WATER RESOURCES

Thank you for allowing us to quote you on these repairs. Please let us know if you have any questions or need any further information.

Sincerely,

Steve Anderson

Steve Anderson
Project Manager
Layne Christensen Company

Attachment: SKMBT_28314012117060.pdf (1164 : Pump Repair at Well at Ardie Road)





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/28/14 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

Architectural and engineering services for new fire training center.

Attached is a scope of services to provide geotechnical, architectural and engineering services for a new fire training facility. This will allow for all training currently occurring in Millington to occur in Bartlett. The facility will include all of the improvements outlined in the scope of work for the training facility and the storage building on the attached proposal and shown graphically on the attached site plan. The fees to provide this service are listed below:

	Site Architectural	Building	TOTAL
1. Geotechnical Soil Buildings & Report	\$11,500	\$ 0	\$11,500
2. Architectural Design	\$ 8,500	\$10,500	\$19,000
3. Mechanical, Plumbing, Electrical Fire Protection Engineering	\$ 2,500	\$ 7,500	\$10,000
4. Reimbursable Allowance	\$ 4,000	\$ 0	\$4,000
5. CEI Architectural	\$ 1,500	\$ 1,500	\$3,000
6. CEI Mechanical, Fire & Electrical	\$ 500	\$ 500	\$1,000
	<u>\$28,500</u>	<u>\$20,000</u>	<u>\$48,500</u>

Estimated construction cost is \$750,000 to \$850,000.

Please authorize items 1,2, 3, and 4 at this time for a total of \$44,500 with item 5 and 6 being funded after bids are received. Funding is available account 311.48311.772.263.



January 14, 2014

Mr. Wade Towles, Assistant City Engineer
City of Bartlett Engineering
 6382 Stage Road
 Bartlett, TN 38134

Re: City of Bartlett Fire Department Training Center
Architectural and Engineering Fee Proposal
 Bartlett, Tennessee

Dear Wade,

Renaissance Group is pleased to submit this Architectural and Engineering Services Fee Proposal for the City of Bartlett Fire Department Training Center located on the City of Bartlett property on the south side of the Waste Water Treatment Plant No.1. Our services include construction documents and construction engineering inspection (CEI) for the scope of services as identified below. Our Design Team consists of the following:

1. Renaissance Group, Inc. – Providing Lead Architecture, Civil Engineering and Project Coordination services.
2. Smith, Seckman, Reid, Inc. (SSR) – Providing Consulting Mechanical, Plumbing, Fire Protection, Structural and Electrical Engineering Services.
3. Arun Wagh, Inc. – Providing Geotechnical Engineering Services.

TRAINING CENTER SCOPE OF SERVICES:

This architectural and engineering services fee proposal is based on the approved Site Plan as developed by Renaissance Group. The project scope is as follows:

1. 150' x 325' training pad of structural concrete
2. 150' x 100' retention pond adjacent to the training pad with 20' concrete apron and retaining wall with steel protection posts and tie clamps
3. 15' x 60' boat training area
4. Open trench collapse training area at berm area
5. 130' x 130' gravel parking area
6. 30' wide gravel access drive
7. Burn box located on training pad (furnished by City of Bartlett)
8. Maze trailer (furnished by City of Bartlett)
9. Above ground "live" propane tank with gas lines from control center to above slab areas as identified by the Owner
10. Fire hydrants and water lines (designed by the City of Bartlett)



11. Storm drainage by inlets on training pad with separation tank or other method as approved by the Owner
12. Manhole for connection to retention pond for water drafting training
13. Berm located south of Drafting Basin
14. Exterior site lighting at Training Pad and parking area
15. Landscaping on the berm and adjacent areas
16. Coordination with MLG&W on the extension of the electrical and gas services required for the Training Center
17. Develop bid documents including drawings and specifications for the Training Center
18. Assist in reviewing bids and making recommendations on contracts
19. Review and approval of shop drawings and submittals from the contractor
20. Updated construction cost estimate
21. SWPPP per TDEC requirements for notice of coverage
22. 24 total soils borings as follows:
 - a. At training pad – 20' depth x 6 borings
 - b. At Training Building – 20' depth x 3 borings
 - c. At Storage Building – 20' depth x 2 borings
 - d. At Burn Tower Area – 20' depth x 2 borings
 - e. At Individual Burn Station – 20' depth x 1 boring
 - f. At Drafting Basin / Retention Pond – 20' depth x 2 borings
25' depth x 1 boring
 - g. At gravel parking and access drive – 10' depth x 7 borings

Compensation:

Fee for Architectural and Engineering Design Services as identified above will be a lump sum fee of **Twenty-Four Thousand Five Hundred and No/100 Dollars (\$24,500.00)** as follows:

Lead Architectural, Civil Engineering: and Project Coordination	\$ 8,500.00
CEI Services for Architecture and Civil:	\$ 1,500.00
Mechanical, Plumbing, Fire Protection: and Electrical Engineering	\$ 2,500.00
CEI Services for Mechanical, Fire: Protection and Electrical	\$ 500.00
Geotechnical Engineering including: Soil Borings	<u>\$ 11,500.00</u>
Training Center Total A/E Fee:	\$ 24,500.00



STORAGE BUILDING SCOPE OF SERVICES:

This architectural and engineering services fee proposal is based on the approved Site Plan as developed by Renaissance Group. This Storage Building will be bid as Alternate Bid No.1 and will be accepted if bid is within budget. The project scope is as follows:

1. 50' x 75' Storage Building adjacent to the west side of the training pad
2. Metal building construction
3. One (1) toilet room
4. Gas unit heaters
5. Normal electrical power and lighting requirements
6. Updated construction cost estimate
7. Alternate Bid No.2 will include an additional 25' of length be added to the Storage Building, causing the size to be 50' x 100'
8. Coordination with MLG&W on the extension of the electrical and gas services required for the Storage Building
9. Develop bid documents including drawings and specifications for the Storage Building
10. Assist in reviewing bids and making recommendations on contracts
11. Review and approval of shop drawings and submittals from the contractor

Compensation:

Fee for Architectural and Engineering Design Services for the Storage Building will be lump sum fee of **Twenty Thousand and No/100 Dollars (\$20,000.00)** as follows:

Lead Architectural, Civil Engineering: and Project Coordination	\$ 10,500.00
CEI Services for Architecture and Civil:	\$ 1,500.00
Structural, Mechanical, Plumbing: and Electrical Engineering	\$ 7,500.00
CEI Services for Mechanical, Fire: Protection and Electrical	\$ <u>500.00</u>

Storage Building Total A/E Fee: \$ 20,000.00



ADDITIONAL SERVICES:

Additional services will be based on an hourly rate and will be requested and approved by the Owner prior to commencement of work.

ADDITIONAL SERVICE COMPENSATION HOURLY RATES:

Architect Project Manager	\$ 155.00/hr.
Engineer Project Manager	\$ 150.00/hr.
Survey Crew	\$ 150.00/hr.
Senior Architect / Engineer	\$ 130.00/hr.
Architectural Designer	\$ 115.00/hr.
Engineering Designer	\$ 100.00/hr.
Estimator	\$ 95.00/hr.
Senior CAD Technician	\$ 85.00/hr.
CAD Technician	\$ 75.00/hr.
Clerical	\$ 65.00/hr.

REIMBURSABLE EXPENSES:

All cost for filing fees, submittal fees, review fees, and printing cost will be billed to the Owner at our cost with no additional mark-up.

Allowance for reimbursable expenses shall not exceed Four Thousand and No/100 Dollars (\$4,000.00)

TERMS:

All fees are based on a single project scope as indicated above. Additional services will be charged for additional concepts that are not indicated above as requested and approved by the Owner prior to commencement of work.

We will bill you monthly for services and reimbursable expenses completed during that monthly billing period (no services or reimbursables will be billed prior to completion or partial completion of that phase of the work). The above financial arrangements are on the basis of timely payment of your bills. The net amount is due upon receipt. A finance charge of 1% per month (12% per annum) will be charged on unpaid balances. You will be responsible for any and all legal fees and collection cost incurred in the attempt to collect this bill. Work will stop on all projects after 45 days if payment is not received or otherwise resolved.



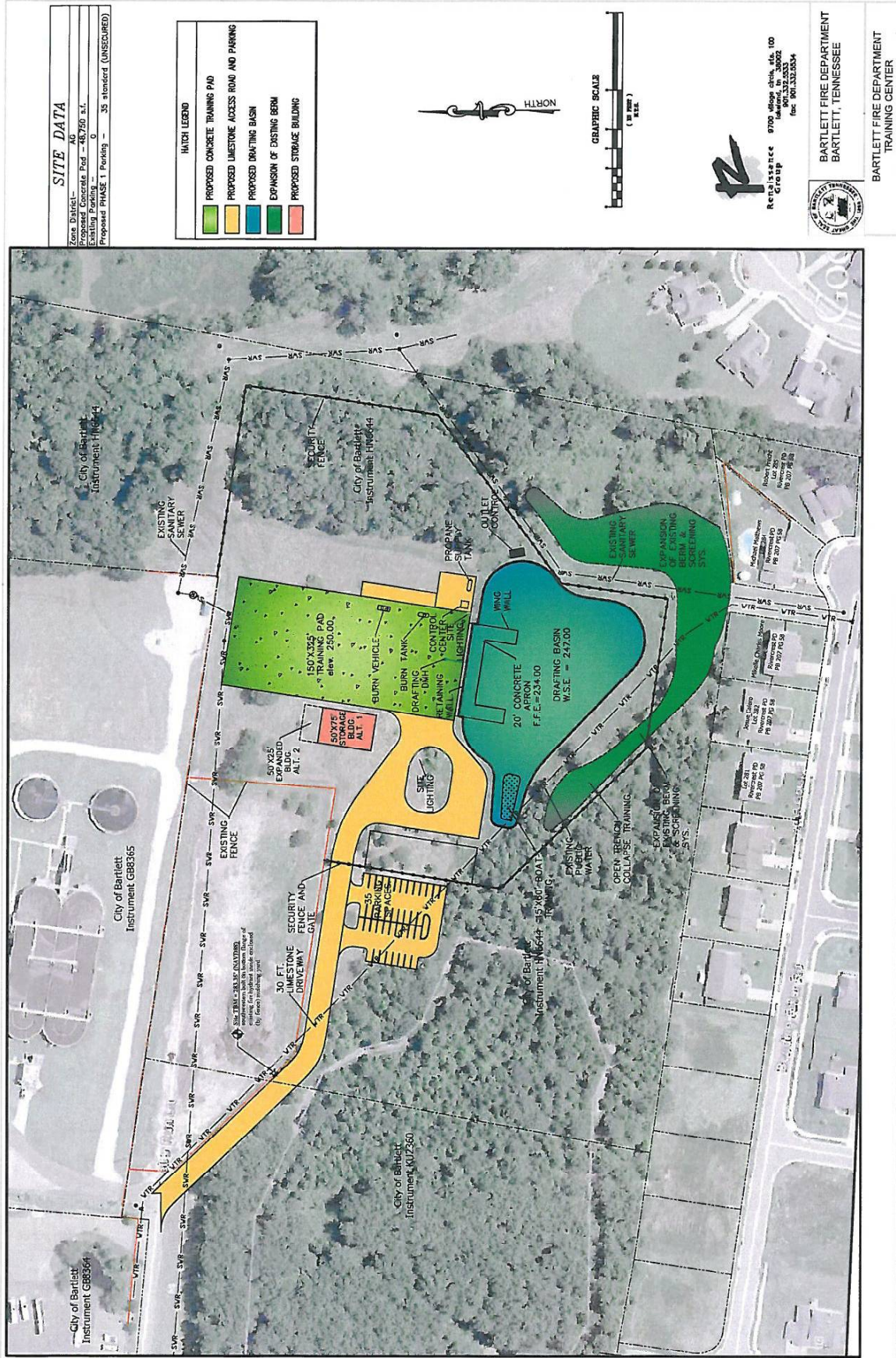
Thank you once again for this opportunity and if you have any questions, please give me a call. I look forward to working with you and the City of Bartlett and, if needed, I can be available to discuss this proposal at your earliest convenience.

Sincerely,

RENAISSANCE GROUP, INC.

Michael E. Terry
Michael E. Terry, AIA
Senior Vice President | Partner

Attachment: Fee Proposal (1165 : New Fire Training Center)



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 01/28/14 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

AGENDA ITEM

Commercial Site Plan Contract for Bartlett Alzheimer's Special Care Facility.

COMMERCIAL SITE PLAN CONTRACT

Rev. – 7/07

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION is in the process of approving a Site Plan entitled **Bartlett Alzheimer's Special Care Facility** made by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has by resolution of **December 2, 2013** approved the Construction Plan and established certain conditions for approval of the **Site Plan and Dedication Plat** of said **Site** in accordance with Section 13-4-301,

Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

Attachment: Contract (1159 : Site Plan Contract)

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

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

as follows:

I

GENERAL PROVISIONS

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

right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installation within or without the limits of the development; neither is the CITY ENGINEER

vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of **site plan** development, the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the **site**.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-

built drawings, approval and recording of the Final Plat of said **site**, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the **Dedication** Plat of said **site plan**.

6. That all easements granted by the DEVELOPER, to be recorded on the **Dedication** Plat of said

site plan, shall be specifically reserved for the use or uses noted on the approved Construction Plan.

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

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

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

shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other

degradable materials to a permitted landfill, and not bury any such materials within the limits

of said **site** (except if they are permitted to burn by Shelby County Health Department).

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

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

13. That the DEVELOPER understands that failure to follow this time extension procedure

constitutes a breach of contract and places the DEVELOPER in violation of the subdivision

Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this site is to be located without first providing the CITY ENGINEER with prior notice of when and to whom

transfer is to be made. The mortgage of the property shall not be considered a transfer of the

property, unless the mortgagee, after foreclosing, intends to proceed to complete the development

Page 5 of 23

of the site, which is considered to be a transfer in this paragraph. If the transferee intends to

develop this site in accordance with the approved Construction Plans and **Dedication** Plat, if

already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY

ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees

to perform and complete all the requirements of this contract and to provide the surety needed

to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

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

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incidents to

this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

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

Page 6 of 23

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and

said fixed improvements requiring approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasket reinforced concrete, pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the **site**, all of which drainage system must be specifically approved by the

CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS

which are hereby made apart of this contract as if specifically set out. Said plans and development

plat shall bear signature of approval by the CITY ENGINEER before construction may commence.

The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER

along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and

incurred for material testing and density tests, provided however, the DEVELOPER shall remain

primarily responsible for construction to approved design and quality control and the CITY

ENGINEER is vested with the right of periodic inspections, final approval and stop work order as

a measure of secondary or subsequent enforcement. Further, for road construction, the

Page 7 of 23

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

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved, a 2 inch wearing surface of asphalt will be applied. This

course will be paid for 100% by the DEVELOPER prior to placing the asphalt. The

DEVELOPER will then maintain the streets until the final street paving is installed. (See Final

Street Paving Requirements)

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

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

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan.

The DEVELOPER, upon approval by the PLANNING COMMISSION, shall deposit funds with

the CITY in an amount equal to one-hundred and ten percent (110%) of the current installation

cost as determined by the CITY ENGINEER.

That with approval of the PLANNING COMMISSION, the DEVELOPER may defer to individual

builders for lots within the subdivision, for the construction and installation of sidewalks, handicap

ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between

the DEVELOPER and individual builders shall specifically detail the builder's assumption of such

Page 8 of 23

responsibility and shall state that construction and installation of such improvements by the builder

shall be a condition of the Building Permit issued by the CITY. The DEVELOPER shall remain

fully responsible for completing the construction and installation of any or all improvements

which have not been constructed individual builders and appropriate bond amount shall be retained by the City until 100% complete.

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

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

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

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets with the approval of the Planning Commission and shall be so

noted on the Final Plat of said subdivision (OPTIONAL PROVISION WHERE APPLICABLE)

Page 9 of 23

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

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only,

a final asphalt surface course in accordance with the CITY SPECIFICATION and

Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF

BARTLETT, will adjust manholes and water valve boxes to meet finished surface course

prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface will be installed at the same time as the wearing surfaces are applied.

Page 10 of 23

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said site from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory cost incident to the water service in and to said subdivision.

2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewer system, water service system and with a qualified contractor licensed in the State of Tennessee, provided however, the DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or

the DEVELOPER may file a notice of completion and once duly filed, said filing sent to the

CITY ATTORNEY.

3. The DEVELOPER to pay \$3,000.00 per tap for the water connection fee.

Page 11 of 23

V

WATER SERVICE EXPANSION FEE

That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said site.

VI

SEWER SERVICE

That the DEVELOPER shall proceed as under Section IV (2), herein, to install a

City of Bartlett approved sewage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of

said **site**, and sewer laterals to the front on each lot within the said **site**.

Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision. Also, the Developer

shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension

(whichever is greater). Minimum charge of \$25 per contract.

Page 12 of 23

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$33.00 per front footage for each lot or \$2,333.00 per acre in said subdivision and such fee shall

be paid as part of this subdivision contract.

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of sediment or debris from drainage flowing from said **site**. Further, the DEVELOPER shall bear the expense of erosion and sediment control before, during and after construction during the warranty period.

Page 13 of 23

2. That the DEVELOPER shall provide necessary erosion control in accordance with the City Subdivision Regulations and Technical Specifications. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. The DEVELOPER shall immediately provide

satisfactory erosion control in accordance with MS-4 policy and the storm water ordinance.

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

X

EASEMENTS

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

Page 14 of 23

XI

TITLE TO WATER AND SEWER LINES

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

Attachment: Contract (1159 : Site Plan Contract)

XII

DRAINAGE DESIGN RESPONSIBILITIES

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

Page 15 of 23

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

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage

of all lots and building sites within the **site**. Said plan shall be compatible with the overall drainage plan for the **site** and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on

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

Attachment: Contract (1159 : Site Plan Contract)

Page 16 of 23

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

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

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

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

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

Page 17 of 23

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

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT

and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

XIII

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give

Page 18 of 23

written notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the one (1) year warranty period the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period

Attachment: Contract (1159 : Site Plan Contract)

is to extend a minimum of one (1) year after the City's final acceptance. The bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 548 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete

said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended

for the additional period.

XIV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of

improvements the DEVELOPER shall deposit with the CITY all required fees and

assessments and deliver a formal offer of Irrevocable Dedication of public

Page 19 of 23

improvements and land for said site in a form approved by the CITY BOARD

OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the

DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate

of Deposit, Letter of Credit, or cash bond in the amount and with terms stated in the

CITY PLANNING COMMISSION RESOLUTION dated.

XV

HOLD HARMLESS

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

XVI
PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
BARTLETT ALZHEIMER'S SPECIAL CARE FACILITY

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

1. Water Plant Expansion - 15% of
Water Main Cost (Water Main Cost = \$21,274) \$ 3,192.

2. a. Water System Engineering and
Site Plan Review @ 6% of Water Main Cost \$ 1,276.
b. Subdivision and Site Plan Review Fee @ \$175.00 per
lot or 1.5% of public improvement cost, whichever
is greater.
\$175 x 1 = 175
1.5% x 94,550 = 1,418 \$ 1,418.

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

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

5. City Site Plan Inspection @ (3%) of Development
Cost or \$300.00 = \$300 per lot whichever is greater
Developer Cost = \$ 94,550 \$ 2,837.

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

- SEWER BASIN: south
7. Sewer Connection Charge at Greater
of either @ \$2,333.00 per acre or = 10262.867
\$33.00 Per Front Foot = 14149.41 \$ 14,149.

- DRAINAGE BASIN: Wolf River-Fletcher Creek Lateral E
8. a Drainage control fee for those lot not served by a
detention basin @ \$500.00 per half acre or fraction
thereof (in multiples of \$500) = 4399 \$ 0.

Attachment: Contract (1159 : Site Plan Contract)

- b. Drainage control fee for those lots served by a

detention basin @ \$250.00 per half acre or fraction thereof (in multiples of \$250) = 2199.5

\$ 2,250 .

9. City's Portion of Water Improvements

\$ 0 .

10. Cash in lieu of constructing green belt walking trail

\$ 0 .

TOTAL DUE CITY

\$ 31,147 .

II. Due One Year After Date of **Site Plan** Contract and within 30 days after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)

\$ 0 .

2. Street Light (Estimated Construction Cost)

\$ 0 .

TOTAL DUE II

\$ 0 .

III. Upon Execution of **Site Plan** Contract and Before Construction Begins 100% of Development Cost (BOND)

\$ 94,550 .

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

CITY OF BARTLETT

DEVELOPER

TYPED OR PRINTED

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND
ALDERMEN _____

Attachment: Contract (1159 : Site Plan Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for December 2013

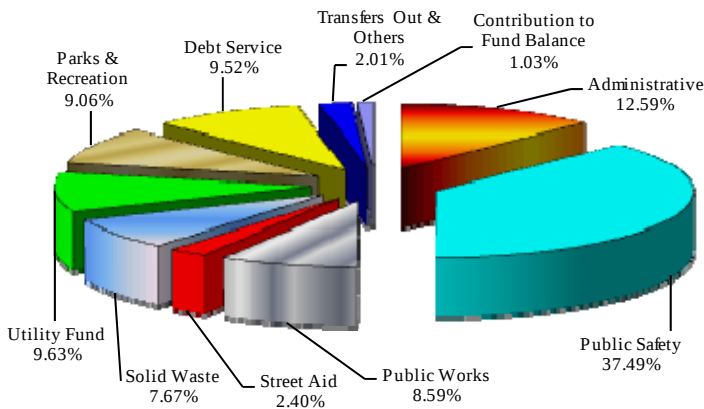


City of Bartlett

FINANCIAL REPORT

December 31, 2013

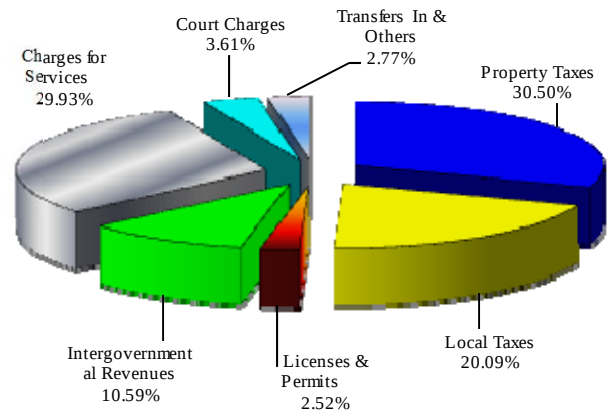
Total Expenditures, FY 2014 Budget: \$62,822,095



BUDGET HIGHLIGHTS

- June 30, 2013 year-to-date actual is audited.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2012 property taxes were submitted to the Trustee for collection.

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



FY 2014 YEAR-TO-DATE For The Period Ending December 31, 2013

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,432,819	\$ 3,037,297
Public Safety	22,746,860	1160,891
Public Works	5,214,132	2,501,681
Parks and Recreation	5,023,492	2,532,267
Performing Arts	601,966	291,274
Transfers & Other Gen. Fund Items	500,000	1,227,800
Subtotal	\$ 41,519,269	\$ 21,201,210
General Fund Revenues		
Property Taxes	\$ 18,931,000	\$ 11,216,210
Local Taxes	9,495,860	2,817,153
Building and Development Fees	1,563,450	679,248
Intergovernmental	4,960,500	1,434,461
Charges for Services	3,765,384	1,622,300
Court Charges	1,945,000	742,550
Other Revenue	858,075	158,913
Subtotal	\$ 41,519,269	\$ 18,670,835
Special Rev. Funds - Expenditures	\$ 8,171,631	\$ 4,618,288
Special Rev. Funds - Revenues	\$ 8,171,631	\$ 4,576,051
Utility Expenses	\$ 8,849,100	\$ 3,914,148
Utility Revenues	\$ 8,849,100	\$ 4,489,771
Debt Service Expenditures	\$ 4,282,095	\$ 3,463,300
Debt Service Revenues	\$ 4,282,095	\$ 1,936,838
Total Expenditures	\$ 62,822,095	\$ 33,196,946
Total Revenues	\$ 62,822,095	\$ 29,673,495

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

Attachment: Treasurer's report (1166 : Treasurer's Report for December 2013)



City of Bartlett -- Financial Summary For The Period Ending December 31, 2013



	FY 2013 Actual	FY 2014 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2013	Year-to-Date Actual FY 2014	Increase/ Decrease in \$	Percent of FY 2013 Actual	Percent of FY 2014 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,378,944	\$ 7,432,819	\$ 1,053,875	\$ 3,078,561	\$ 3,037,297	\$ (41,264)	48.26%	40.86%	-7.40%
Public Safety	22,440,029	22,746,860	306,831	11,190,425	11,610,891	420,465	49.87%	51.04%	1.18%
Public Works	4,770,744	5,214,132	443,389	2,353,782	2,501,681	147,899	49.34%	47.98%	-1.36%
Parks and Recreation	4,787,759	5,030,052	242,293	2,271,336	2,532,267	260,931	47.44%	50.34%	2.90%
Performing Arts	543,777	595,406	51,629	228,638	291,274	62,635	42.05%	48.92%	6.87%
Transfers & Other Gen. Fund Items	300,000	500,000	200,000	100,000	1,227,800	1,127,800	33.33%	245.56%	212.23%
Total General Fund Expenditures	\$ 39,221,253	\$ 41,519,269	\$ 2,298,016	\$ 19,222,743	\$ 21,201,210	\$ 1,978,467	49.01%	51.06%	2.05%
General Fund Revenues									
Property Taxes	\$ 18,733,191	\$ 18,931,000	\$ 197,809	\$ 11,338,666	\$ 11,216,210	\$ (122,456)	60.53%	59.25%	-1.28%
Local Taxes	9,198,352	9,495,860	297,508	3,065,066	2,817,153	(247,913)	33.32%	29.67%	-3.65%
Building and Development Fees	1,461,838	1,563,450	101,612	618,433	679,248	60,816	42.31%	43.45%	1.14%
Intergovernmental	4,736,674	4,960,500	223,826	1,401,438	1,434,461	33,022	29.59%	28.92%	-0.67%
Charges for Services	3,622,349	3,765,384	143,035	1,667,269	1,622,300	(44,968)	46.03%	43.08%	-2.94%
Court Charges	1,904,088	1,945,000	40,912	807,497	742,550	(64,947)	42.41%	38.18%	-4.23%
Other Revenue	668,779	858,075	189,296	320,845	158,913	(161,932)	47.97%	18.52%	-29.45%
Total General Fund Revenues	\$ 40,325,271	\$ 41,519,269	\$ 1,193,998	\$ 19,219,214	\$ 18,670,835	\$ (548,379)	47.66%	44.97%	-2.69%
Special Revenue Funds									
Street Aid Fund	\$ 1,396,212	\$ 1,490,000	\$ 93,788	\$ 549,582	\$ 820,350	\$ 270,769	39.36%	55.06%	15.69%
Solid Waste Fund	5,312,880	5,262,309	(50,571)	2,432,661	2,771,057	338,396	45.79%	52.66%	6.87%
General Improvement Fund	861,532	630,000	(231,532)	334,914	276,405	(58,509)	38.87%	43.87%	5.00%
Drug Enforcement Fund	174,838	382,800	207,962	64,870	152,664	87,794	37.10%	39.88%	2.78%
DEA Enforcement Fund	63,265	140,900	77,635	20,210	2,280	(17,930)	31.94%	1.62%	-30.33%
Drainage Control Fund	93,443	119,408	25,965	42,955	46,346	3,391	45.97%	38.81%	-7.16%
Park Improvement Fund	0	0	0	0	0	0	0.00%	0.00%	0.00%
Grant Funds	1,569,865	0	(1,569,865)	393,792	549,186	155,394	25.08%	0.00%	-25.08%
Special Revenue Funds - Expenditures	\$ 9,472,037	\$ 8,171,631	\$ (1,446,620)	\$ 3,838,983	\$ 4,618,288	\$ 779,305	40.53%	56.52%	15.99%
Special Revenue Funds - Revenues	\$ 9,070,435	\$ 8,171,631	\$ (898,804)	\$ 3,535,982	\$ 4,576,051	\$ 1,040,069	38.98%	56.00%	17.02%
Utility Fund									
Total Utility Operations	\$ 5,365,766	\$ 5,976,698	\$ 610,932	\$ 2,512,759	\$ 2,626,615	\$ 113,856	46.83%	43.95%	-2.88%
Total Utility Debt Expenses	1,554,525	1,628,832	74,307	1,271,549	1,287,533	15,984	81.80%	79.05%	-2.75%
Contribution to Fund Balance	0	1,243,570	1,243,570	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 6,920,292	\$ 8,849,100	\$ 1,928,808	\$ 3,784,308	\$ 3,914,148	\$ 129,840	54.68%	44.23%	-10.45%
Total Utility Revenues	\$ 8,552,001	\$ 8,849,100	\$ 297,099	\$ 4,579,211	\$ 4,489,771	\$ (89,439)	53.55%	50.74%	-2.81%
Debt Service Fund									
Total Debt Service Expenditures	\$ 3,696,482	\$ 4,282,095	\$ 585,613	\$ 3,152,889	\$ 3,463,300	\$ 310,410	85.29%	80.88%	-4.42%
Total Debt Service Revenues	\$ 3,648,238	\$ 4,282,095	\$ 633,857	\$ 922,392	\$ 1,936,838	\$ 1,014,446	25.28%	45.23%	19.95%
Total Expenditures	\$ 59,310,063	\$ 62,822,095	\$ 3,365,818	\$ 29,998,924	\$ 33,196,946	\$ 3,198,022	50.58%	52.84%	2.26%
Total Revenues	\$ 61,595,945	\$ 62,822,095	\$ 1,226,150	\$ 28,256,798	\$ 29,673,495	\$ 1,416,697	45.87%	47.23%	1.36%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Adrienne Huntley to the Bartlett Station Commission.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/28/14 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Angie Jade to the Bartlett City Beautiful Commission.