



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JANUARY 12, 2021 - CONFERENCE CALL - 6:00 PM

Due to the COVID-19 Global Pandemic, the Board of Mayor and Aldermen will meet electronically in January. This meeting will follow T.C.A. 8-44-102, and Governor Bill Lee's Executive Order No. 71, extending Order No. 16 regarding the Tennessee Open Meetings Act.

To submit a comment to be read at the meeting, please email Penny Medlock at pmedlock@cityofbartlett.org and provide your name and address by Monday, 5 p.m. prior to the Tuesday meeting. This meeting will be broadcast live on the City's Facebook page. Minutes and recordings will be posted within two days of the meeting on the City's website.

INVOCATION

Opening Prayer by Alderman David Parsons

FUTURE MEETINGS

Parks and Recreation Advisory Board, January 14 at 7 p.m.

Bartlett Arts Council, January 19 at 6 p.m.

BPACC Advisory Board, January 19 at 6 p.m.

RECOGNITIONS

Official Business of the Day

VIRTUAL MEETINGS CONTINUATION

Virtual Board of Mayor and Aldermen meetings and Boards and Commissions meetings during the months of January and February. (A. Keith McDonald, Mayor)

MINUTES ACCEPTANCE

Minutes of the December 8, 2020 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

- I. Resolution 38-20, a resolution approving a special use permit to allow a tavern, cocktail lounge, night club, bar establishment to be located at 2965 North Germantown Parkway Suite III, within the “C-H” Highway Business zoning district.

UNFINISHED BUSINESS

- I **Resolution 38-20, a resolution approving a special use permit to allow a tavern, cocktail lounge, night club, bar establishment to be located at 2965 North Germantown Parkway Suite III, within the “C-H” Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)**

CONSENT AGENDA

- I **Special event permit for Winter Cross Country Series 5K and 8K. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, January 31 and Sunday, February 14 from 12 p.m. to 4 p.m. at Nesbit Park.

- 2 **Bid for library janitorial services. (Dick Phebus, Director of Finance)**

Recommend accepting the lowest and best bid from Elite Services at a cost of \$29,380.00 annually. Original term is for 18 months January 1, 2021 through June 30, 2022 with optional renewal for two additional one-year periods beginning July 1, 2022. Funds are available in Account 110.41840.176.

- 3 **Bid for Ford Explorer. (Dick Phebus, Director of Finance)**

Recommend accepting the single bid from Lonnie Cobb Ford at a cost of \$30,286. Funds are available in Accounts 311.48311.785.59119 and 311.48311.785.59120.

- 4 **Purchase of four Dodge Chargers. (Jeff Cox, Police Chief)**

Recommend purchasing four Dodge Chargers from the Columbia Chrysler Dodge Jeep Ram Fiat off the State Contract for a total cost of \$105,204.00. Funds are available in Account 129.48129.935.

5 Subdivision Contract for Livingston Subdivision. (John Horne, Assistant Director of Engineering)

The developer, Carol Livingston, will pay \$7,370.00 in City fees. The bond is set at \$0.00.

6 Purchase of Orion water meters. (Dick Phebus, Director of Finance)

Recommend accepting the quote from Badge Meter, a single source supplier for Orion utility meters at a total cost of \$125,413.00. Funds are available in Account 510.51100.935.

7 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Twelve items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com

NEW BUSINESS

1 Condemnation of two parcels on Appling Road. (Rick McClanahan, Director of Engineering)

Two properties have been negotiated to purchase with the owners and agreements have been reached to purchase; however the lending institutions will not agree to release of the Rights of Way to the City of Bartlett. The closing attorney feels that if condemnation action occurs this will bring forth cooperation from the banks to provide clear title to the City for the property.

2 Resolution 01-21, a resolution to amend the Fiscal Year 2021 Grant Fund budget to provide for appropriation of Shelby County 911 funds to complete a fiber installation to the City of Bartlett radio tower. (Dick Phebus, Director of Finance)

3 Resolution 02-21, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

4 Resolution 03-21, a resolution to amend the Fiscal Year 2021 Grants Fund budget to appropriate funds for Shelby County Government grants for Police Department security cameras. (Dick Phebus, Director of Finance)

5 Appoint Jack Young as Vice Mayor. (A. Keith McDonald, Mayor)

OPEN DISCUSSION

ADJOURNMENT



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/12/21 06:00 PM

Department: Board of Mayor and Aldermen

Category: Agreement

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Virtual Board of Mayor and Aldermen meetings and Boards and Commissions meetings during the months of January and February.

Determination of meeting by electronic means is necessary to protect the public, health, safety and welfare of citizens in light of the COVID-19 pandemic. Pursuant to Tennessee Code Annotated, Section 8-44-102 and Gubernatorial Executive Order No. 71, extending Executive Order No. 16, these meetings will provide real-time, live stream viewing on the City's Facebook page. Previously submitted written public comments received prior to the meeting can be read into the record during the meeting. The recordings of the meetings will be made available within two days of the meeting.



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, DECEMBER 8, 2020 - CONFERENCE CALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Parks and Recreation Advisory Board, December 10 at 7 p.m.

Board of Zoning Appeals, December 17 at 6:30 p.m.

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

Planning Commission, January 4 at 7 p.m.

Beer Board, January 5 at 6 p.m.

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

City Beautiful Commission, January 7 at 6:30 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the November 10, 2020 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Dec 8, 2020 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [5 TO 0]
MOVER:	David Parsons, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick
AWAY:	Simmons

PUBLIC HEARING

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

1. Resolution 36-20, a resolution to amend the Debt Management Policy of the City of

No one spoke for or against Resolution 36-20.

Adjourned at 6:07 p.m.

2. Ordinance 20-08, an ordinance amending Title 20, Chapter 1, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee.

No one spoke for or against Ordinance 20-08.

Adjourned at 6:08 p.m.

UNFINISHED BUSINESS

I Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)

Director of Finance, Dick Phebus, reviewed the four minor changes to the policy. The first amendment is regarding debt affordability on page 8. It would change to 3 percent of the full market value of taxable property. This increases our debt limit to \$343 million. The second item is on page 13, "demonstrated" is changed to "estimated" and the last sentence which allows for more flexibility in placement of debt. The third item is required by the Municipal Rule Making Board which added two material events on pages 14 and 15. The last revision is review of policy. Allows to make changes at any time of year.

RESULT:	APPROVED [5 TO 0]
MOVER:	Jack Young, Vice Mayor
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick
AWAY:	Simmons

2 Third Reading of Ordinance 20-08, an ordinance amending Title 20, Chapter 1, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)

Chief Administrative Officer, Mark Brown, stated that the State of Tennessee and Shelby County had made changes to their Air Quality Ordinance and our ordinance cannot be less stringent. These changes make us compliant.

Minutes Acceptance: Minutes of Dec 8, 2020 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED [5 TO 0]
MOVER:	Emily Elliott, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Young, Sedgwick
ABSTAIN:	Simmons

CONSENT AGENDA

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

- 1 **Bid for day cab tractor. (Mike Adams, Director of Public Works)**
Recommend accepting the lowest bid from Tag Truck Center at a total cost of \$110,172.89. Funds are available in Account 122.48122.935.
- 2 **Bid for automated side load refuse collection truck. (Mike Adams, Director of Public Works)**
Recommend accepting the lowest bid from Sansom at a total cost of \$262,772.00. Funds are available in Account 122.48122.935.
- 3 **Bid for walking floor transport trailer. (Mike Adams, Director of Public Works)**
Recommend accepting the lowest bid from Spector Manufacturing, Inc. at a cost of \$79,881.00. Funds are available in Account 122.48122.939.
- 4 **Purchase of one 2021 Dodge Ram Crew Cap Truck. (Jeff Cox, Police Chief)**
Request to purchase one 2021 Dodge Ram Crew Cab Pickup Truck from Columbia Chrysler Dodge Jeep Ram at a total cost of \$29,983.00. This vehicle will be purchased from the State Vehicle Contractor and will be used by the Police Investigative Services Division. Funds are available in Accounts 124.48124.935 and 110.42100.182.
- 5 **Bid for Exhaust Recovery System. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest proposal from Clean Air Concepts at a cost of \$41,186.00. Funds are available in Account 311.48311.785.25820.
- 6 **Planning Commission Report for November 2020. (Kim Taylor, Director of Planning and Economic Development)**
 - 1) Special Use Permit for Tavern, Cocktail Lounge, Night Club, Bar Use, 2965 N Germantown Pkwy Suite 111 (Willis White Jr., C&W Enterprises LLC dba Sticks & Stones). Denied favorable recommendation for approval with conditions of staff by a vote of 4 - 3.
 - 2) Subdivision Master Plan for Livingston Subdivision, 4210 Broadway Road (David Bray, Bray Firm). Approved with conditions.
 - 3) Final Plan for Livingston Subdivision, 4210 Broadway Road (David Bray, Bray Firm). Approved with conditions.

Minutes Acceptance: Minutes of Dec 8, 2020 6:00 PM (MINUTES ACCEPTANCE)

7 Presentation of General Obligation Bonds, Series 2020. (Dick Phebus, Director of Finance)

8 Treasurer's Report for October 2020. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$85,525,146
Year-to-date Expenditures	\$30,353,860
Budgeted Revenues	\$85,525,146
Year-to-date Revenues	\$19,658,102

CONSENT ITEM REMOVAL

Alderman Parsons requested this item be removed in order to question the location of Louisville Chrysler Jeep Dodge Ram. Chief Cox explained that their corporate office is in Louisville, KY, but they have a local dealership.

I Bid for four Dodge Chargers. (Jeff Cox, Police Chief)

Recommend accepting the sole bid from Louisville Chrysler Dodge Jeep Ram for a total cost of \$109,523.28. Funds are available in Account 129.48129.935.

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

NEW BUSINESS

I Appoint Shene Simon to Parks and Recreation Advisory Board. (A. McDonald, Mayor)

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

2 Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education. (Dick Phebus, Director of Finance)

Director Phebus explained that the Board of Education leases copiers in all their facilities. Their auditors determined that this is a capital debt and the school system is not permitted to issue debt; therefore they are asking that the City lease the copiers on the City's account and they will reimburse monthly.

Minutes Acceptance: Minutes of Dec 8, 2020 6:00 PM (MINUTES ACCEPTANCE)

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

3 Set a public hearing for January 12, 2021 for Resolution 38-20, a resolution approving a special use permit to allow a tavern, cocktail lounge, night club, bar establishment to be located at 2965 North Germantown Parkway Suite III, within the “C-H” Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning, Kim Taylor, explained that the Planning Commission reviewed this item at their November meeting. It comes before the Board with a non-favorable recommendation. This request is for a Cigar Lounge; however, it falls under the category in the zoning ordinance, as a bar, tavern, cocktail lounge, type of business. Also, their business description states it will be some type of bar with entertainment, liquor, and catered food. It must go before the Board of Mayor and Alderman for final approval or denial of the application.

Mayor McDonald stated that this vote is only to set the public hearing.

Alderman Elliott asked the aldermen to read the letter sent with the application. The letter stated the venue is for individuals 21 years of age and above, but they would only check identification for those buying tobacco products or alcohol. Her concern is they would not be checking identification at the door.

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

OPEN DISCUSSION

Upon Paula Sedgwick's final meeting as alderman, the Mayor and Board expressed their appreciation for her service to the City of Bartlett and how much they've enjoyed working together with her. Alderman Sedgwick stated it had been a pleasure to work with such an honorable group of people.

Alderman Elliott encouraged others to purchase the City Christmas ornament which features the First Responders Monument this year. They are available at the Singleton Community Center or the Bartlett Station Municipal Center.

Alderman Parsons invited all to attend the Bartlett Chamber of Commerce's Christmas in Bartlett, Market and Festivities, Friday, Dec. 11 from 5 to 8 p.m. and Saturday, Dec. 12 from 9 a.m. to 5 p.m.

During this unprecedented, pandemic year, the Mayor and aldermen wished all a safe and Merry Christmas and encouraged citizens to reach out and meet the needs of others.

ADJOURNMENT

Meeting adjourned at 6:35 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Dec 8, 2020 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2898)

Meeting: 01/12/21 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Penny Medlock
Initiator: Kim Taylor
Sponsors:
DOC ID: 2898

Resolution 38-20, a resolution approving a special use permit to allow a tavern, cocktail lounge, night club, bar establishment to be located at 2965 North Germantown Parkway Suite 111, within the “C-H” Highway Business zoning district.

WHEREAS, an application has been made for a Special Use Permit to allow a Cigar Bar, Lounge, and Limited Service Restaurant establishment to be located at 2965 North Germantown Parkway Suite 111 within the “C-H” Highway Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the “C-H” Highway Business zoning district to operate a Tavern, Cocktail Lounge, Night Club, Bar. This business falls within that category based on the description of that business provided by the applicant.

WHEREAS, the Planning Commission due to the COVID-19 Global Pandemic and adhering to all Federal, State and Local Emergency Proclamations and Guidelines to protect the health, safety and welfare of our citizens, held a meeting electronically via teleconference per Executive Order #65 on November 2, 2020. The Planning Commission reviewed the proposed Special Use Permit to allow a Tavern, Cocktail Lounge, Night Club, Bar establishment to be located at 2965 North Germantown Parkway Suite 111 on Monday, November 2, 2020, in accordance with their regulations and denied the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 12th day of January, 2021, and approved the Special Use Permit to allow a Tavern, Cocktail Lounge, Night Club, Bar establishment to be located at 2965 North Germantown Parkway Suite 111, subject to the following conditions:

Engineering Conditions: None

Planning Conditions:

1. Prior to opening the business, the applicant shall obtain a beer license from the City of Bartlett and a liquor license from the State of Tennessee.
2. Prior to opening the business the applicant shall establish a plan to deal with material, substance or condition which creates a public nuisances by the emission of odors, fumes, dusts, vapors, or gases that are offensive or which may imperil or affect the comfort, health or life of other persons. (See City Ordinance 12-502)
3. In keeping with the Tennessee Non-Smokers Protection Act (TCA Section 31-17-1801) the Applicant shall establish the Tavern, Cocktail Lounge, Night Club, Bar as an Age Restricted

Venue restricting access to the facility at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to such facility to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.

4. The applicant mentioned that there would be weekly live music. Applicant should be advised to ensure that all noise levels remain within the Noise Ordinance parameters. (Municipal Offenses Sections 11-102 and 11-103)
5. The applicant shall obtain Design Review Commission approval prior to installing/changing any signage or making any changes to the exterior.
6. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
7. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

Code Enforcement Conditions:

1. The applicant shall obtain building permits from the Code Enforcement Department for all interior remodeling changes
2. Prior to opening, the business the Applicant shall bring the leased space up to compliance with the 2015 Edition of the International Building Code.

Fire Marshall Comments:

1. Subject property already has a sprinkler system installed.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Tavern, Cocktail Lounge, Night Club, Bar establishment to be located at 2965 North Germantown Parkway Suite 111, incorporating the above listed conditions, is approved.

ADOPTED THIS 12th DAY OF JANUARY 2021.

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

A. Keith McDonald, Mayor

Penny Medlock, City Clerk

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

Bartlett Planning Commission

Application for Special Use Permit Approval

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Special Use Cigar Bar, Lounge & Restaurant
 Property Address 2965 N. Germantown Pkwy Ste. 111
 Present Zoning CH
 Owner Developer Contact Willis White Jr Phone 901-355-5625
 Company Name C3W Enterprises LLC Fax _____
 Address 6660 Kirby Ave. S. Memphis, TN 38119
 Email Address sticks.stones@gmail.com
sticks.stones901@gmail.com
 Architect Contact _____ Phone _____
 Company Name _____ Fax _____
 Address _____
 Email Address _____
 Engineer Contact _____ Phone _____
 Company Name _____ Fax _____
 Address _____
 Email Address _____

Submitted by Willis White Jr. (signature) 10/5/2020
(printed name) (signature) (date)
 Email Address sticks.stones@gmail.com Phone 901-355-5625

- (initials) Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
- (initials) Attach a checked-off "Special Use Permit Checklist" and all items required therein.
- (initials) Provide 18-folded ($\pm 10" \times 13"$) sets of plans with a copy of the signed application attached to each set.
- (initials) Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
- (initials) Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

I, the property owner(s) hereby authorize the filing of this application.

Susan Hines - leasing Agent for WFL Retail
Crye-Leike Commercial

Susan Hines
(signature)

10/05/2020

(date)

RECEIVED

OCT 05 2020

CITY OF BARTLETT

Packet Pg. 14

C&W Enterprises LLC d.b.a. Sticks & Stones

2965 N. Germantown Pkwy
Ste. 111
Bartlett, TN 38133
901-355-5625
sticks.stones901@gmail.com

September 30, 2020

Greetings,

My name is Willis White Jr and I am part owner of, C&W Enterprises LLC d.b.a. Sticks & Stones. My business partner and I are looking to obtain a special use permit in the City of Bartlett to operate a Cigar Bar, Lounge and Restaurant. We plan to open our location at 2965 N. Germantown Pkwy, Ste. 111 located in The Shoppes of WolfLake. Outside of the special use permit, we must also obtain a tobacco license and a liquor and beer license from the State of Tennessee in order to open our business. Our operating days will be Tuesday - Sunday, our hours of operation will be the following...

Tuesday - Thursday 3pm - 10pm

Friday & Saturday 12pm - 12am

Sunday 12pm - 8pm.

My business partner and I have a passion for business and entrepreneurship and this is why we wanted to go into business together. We both have an interest in Cigars and we are a part of the growing cigar culture in Shelby County. Based on our independent research, there are no spaces in Bartlett for cigar enthusiasts and we wanted to fill that need. Our business will provide the sale of Cigars, Hookah, Beer, Wine and Spirits and food all of which will be consumed on the premises. Most of our revenue is expected to come from Cigars and Liquor sales, because of this we will operate as a Lounge/Limited Service Restaurant. We will have live band entertainment weekly on Fridays. Our establishment is 21 and up, no one under 21 will be allowed entry nor will we employ anyone under the age of 21. We will not check the ID of customers entering the building however we will check the ID of every customer purchasing a tobacco product and wine, beer or liquor. We appreciate your consideration for the special use permit to operate our business, we look forward to a long and prosperous business relationship with the City of Bartlett.

Thank You,

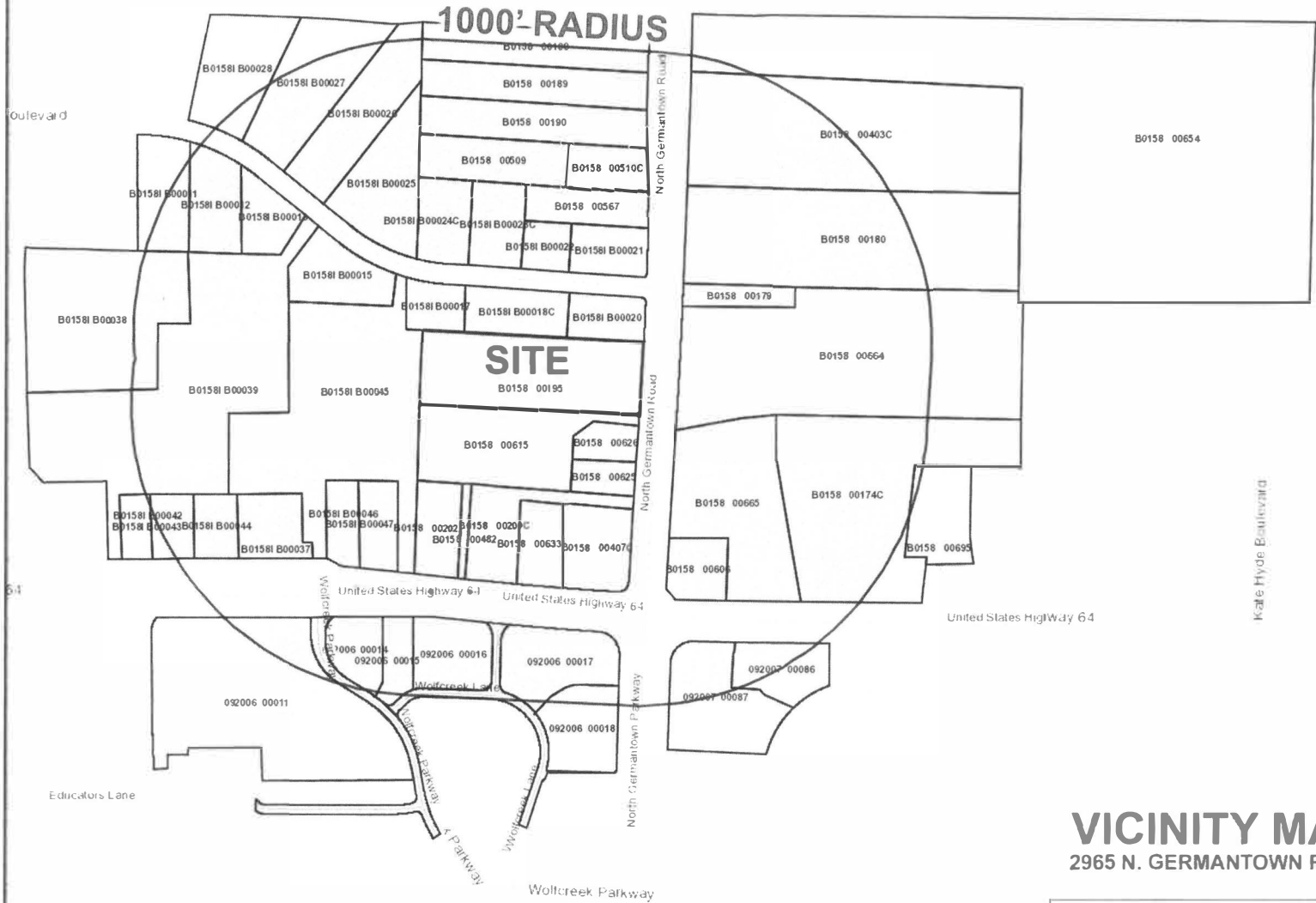
Willis White Jr., Owner

Tavaris Jones, Owner

Sticks X Stones

Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111 Tavern, Cocktail Lounge, Night Club,

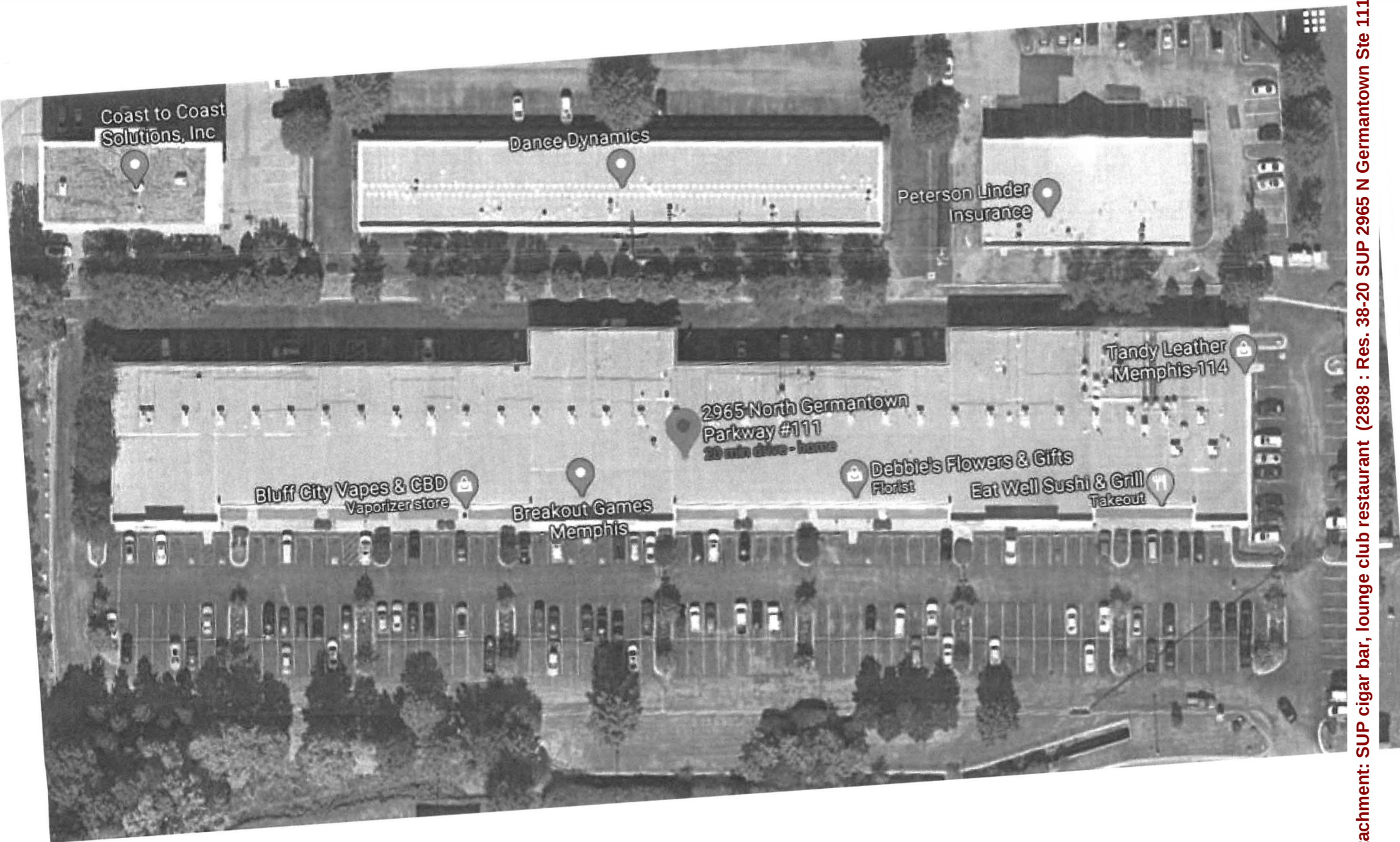
B0158 00654 - BENTLEY PROPERTIES LP
 B0158 00567 - TAYLOR SUSANNE DVM LIVING TRUST
 B0158 00509 - GEESLIN JO ANN REVOCABLE LIVING TRUST
 B0158 00190 - PATEL RAJESH AND RAKESH ARVIND PATEL
 B0158 B00027 - AVMAC PROPERTIES G P (1/3%) AND INLAND
 B0158 B00026 - NEW CFH LLC
 B0158 00188 - GERMANTOWN ROAD LLC
 B0158 00189 - GERMANTOWN ROAD LLC
 B0158 B00025 - STAGE HILLS HOLDINGS LLC
 B0158 B00024C - WE LOVE KIDS LLC
 B0158 B00022 - DUNBAR JAMES H II
 B0158 B00038 - MALCO STAGE ROAD LLC
 B0158 B00047 - HAND CUT STEAKS ACQUISITIONS INC
 B0158 B00017 - MASCOM PROPERTIES LLC
 B0158 00179 - WOODBURY MICHAEL & ANGELA
 B0158 00664 - HIGHWAY SIXTY FOUR LLC
 B0158 00195 - WFL RETAIL LLC
 B0158 00615 - CORDOVA HOTEL LLC
 B0158 00665 - MBR ENTERPRISES LLC
 B0158 00626 - WOLFLAKE IVNEMENT GROUP LLC
 B0158 00625 - COLLIS FOODS INC (DBA) WAFFLE HOUSE 1277
 B0158 00482 - MCDONALDS REAL ESTATE CO
 B0158 B00037 - BANK OF BARTLETT
 B0158 00407C - MACS CONVENIENCE STORES LLC
 092006 00014 - HERITAGE WOLFCREEK I LLC
 092006 00016 - HERITAGE WOLFCREEK III LLC
 092006 00018 - BRIXMOR WOLFCREEK OUTPARCEL OWNER LLC
 B0158 B00028 - STRATAS FOODS LLC
 B0158 B00011 - GREGORY REALTY GP
 B0158 B00012 - GREGORY REALTY GP
 B0158 B00013 - VANDERVOORT GUS A
 B0158 B00023C - KEELING CO
 B0158 B00015 - BARTLETT PEDIATRICS
 B0158 B00018C - MASCOM PROPERTIES L L C
 B0158 B00020 - EPHLIN INSURANCE GROUP INC
 B0158 00202 - SOUTHERN SECURITY FEDERAL CREDIT UNION
 092006 00015 - HERITAGE WOLFCREEK III LLC
 B0158 00174C - HJ & F LLC
 B0158 00633 - GTP STAGE LLC
 092006 00011 - DAYTON HUDSON CORPORATION
 B0158 00606 - MACS CONVENIENCE STORES LLC
 B0158 B00046 - SSJ INVESTMENTS LIMITED
 B0158 B00045 - KOSTEN ALAN L AND STANLEY ROSENBLUM &
 B0158 B00021 - TAYLOR SUSANNE
 B0158 00695 - OAK GROVE MISSIONARY BAPTIST CHURCH
 B0158 B00039 - STAGE ROAD SHOPPING CENTER GROUP L LC
 B0158 B00044 - PASTA REAL ESTATE PARTNERSHIP II
 B0158 B00042 - MALCO STAGE HOLDING CO (PSO)
 B0158 B00043 - COOK OUT-BARTLETT INC
 B0158 00200C - GOLDEN ARCH LTD PSHP
 B0158 00510C - DMB HOLDING I LLC
 B0158 00180 - SKELTON HOMER D INTER VIVOS TRUST
 B0158 00403C - JWE ACE LLC
 092007 00087 - ARCP RUBB MEMPHIS TN LLC
 092007 00086 - ARCP RUBB MEMPHIS TN LLC
 092006 00024 - L & G DEVELOPMENT (PSO)
 092006 00025 - L & G DEVELOPMENT (PSO)
 092006 00017 - HERITAGE WOLFCREEK III LLC







Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111







Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111



Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111



Shelandra Y. Ford
Shelby County Register of Deeds

Owner: WFL RETAIL LLC

Parcel Address:

2965 N GERMANTOWN RD

Parcel ID: B0158 00195

2020 Appraisal: \$4,605,000

Tax District: BARTLETT

Year Built:

Lot Number: 5

Subdivision: GEORGE M ABERNATHY

Plat BK & PG: 188-18

Dimensions: 257.6 X 766.5 IRR BAL TO ST

Total Acres: 4.56

Owner Address: 7598 AE BEATY DR

BARTLETT TN

38133 3944

Map prepared on 10/1/2020



7.1.a

Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111

B0158 00567 - TAYLOR SUSANNE DVM LIVING TRUST
B0158 00509 - GEESLIN JO ANN REVOCABLE LIVING TRUST
B0158 00190 - PATEL RAJESH AND RAKESH ARVIND PATEL
B0158I B00027 - AVMAC PROPERTIES G P (1/3%) AND INLAND
B0158I B00026 - NEW CFH LLC
B0158 00189 - GERMANTOWN ROAD LLC
B0158I B00025 - STAGE HILLS HOLDINGS LLC
B0158I B00024C - WE LOVE KIDS LLC
B0158I B00022 - DUNBAR JAMES H II
B0158I B00038 - MALCO STAGE ROAD LLC
B0158I B00047 - HAND CUT STEAKS ACQUISITIONS INC
B0158I B00017 - MASCOM PROPERTIES LLC
B0158 00179 - WOODBURY MICHAEL & ANGELA
B0158 00664 - HIGHWAY SIXTY FOUR LLC
B0158 00195 - WFL RETAIL LLC
B0158 00615 - CORDOVA HOTEL LLC
B0158 00665 - MBR ENTERPRISES LLC
B0158 00626 - WOLFLAKE IVNESTMENT GROUP LLC
B0158 00625 - COLLIS FOODS INC (DBA) WAFFLE HOUSE 1277
B0158 00482 - MCDONALDS REAL ESTATE CO
B0158I B00037 - BANK OF BARTLETT
B0158 00407C - MACS CONVENIENCE STORES LLC
092006 00014 - HERITAGE WOLFCREEK I LLC
092006 00016 - HERITAGE WOLFCREEK III LLC
B0158I B00011 - GREGORY REALTY GP

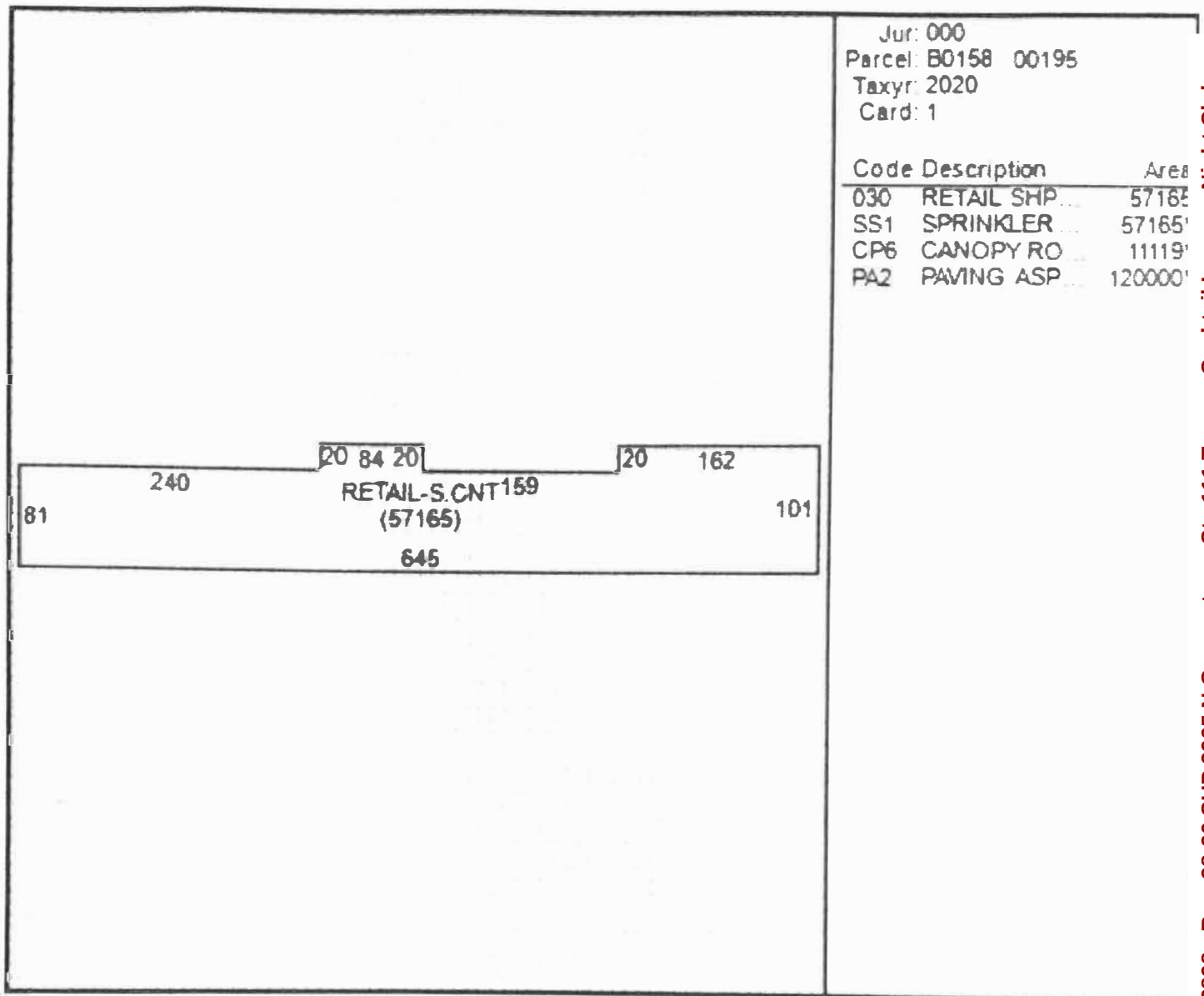
B0158I B00012 - GREGORY REALTY GP
B0158I B00013 - VANDERVOORT GUS A
B0158I B00023C - KEELING CO
B0158I B00015 - BARTLETT PEDIATRICS
B0158I B00018C - MASCOM PROPERTIES L L C
B0158I B00020 - EPHLIN INSURANCE GROUP INC
B0158 00202 - SOUTHERN SECURITY FEDERAL CREDIT UNION
092006 00015 - HERITAGE WOLFCREEK III LLC
B0158 00174C - HJ & F LLC
B0158 00633 - GTP STAGE LLC
092006 00011 - DAYTON HUDSON CORPORATION
B0158 00606 - MACS CONVENIENCE STORES LLC
B0158I B00046 - SSJ INVESTMENTS LIMITED
B0158I B00045 - KOSTEN ALAN L AND STANLEY ROSENBLUM &
B0158I B00021 - TAYLOR SUSANNE
B0158I B00039 - STAGE ROAD SHOPPING CENTER GROUP L LC
B0158I B00044 - PASTA REAL ESTATE PARTNERSHIP II
B0158I B00043 - COOK OUT-BARTLETT INC
B0158 00200C - GOLDEN ARCH LTD PSHP
B0158 00510C - DMB HOLDING I LLC
B0158 00180 - SKELTON HOMER D INTER VIVOS TRUST
B0158 00403C - JWE ACE LLC
092007 00087 - ARCP RL/BB MEMPHIS TN LLC
092007 00086 - ARCP RL/BB MEMPHIS TN LLC
092006 00024 - L & G DEVELOPMENT (PSO)

092006 00025 - L & G DEVELOPMENT (PSO)

7.1.a

092006 00017 - HERITAGE WOLFCREEK III LLC

Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111 Tavern, Cocktail Lounge, Night Club,



Attachment: SUP cigar bar, lounge club restaurant (2898 : Res. 38-20 SUP 2965 N Germantown Ste 111 Tavern, Cocktail Lounge, Night Club,

LEGAL DESCRIPTION
Exhibit "A"

BEING A LEGAL DESCRIPTION OF THE WOLFLAKE RETAIL CENTER, LLC, PROPERTY AS RECORDED IN INST. NO. 151004596 AT THE REGISTER'S OFFICE IN SHELBY COUNTY TENNESSEE (S.C.R.O.), BEING LOT 5 OF THE GEORGE ABERNATHY SUBDIVISION AS RECORDED IN PLAT BOOK 11, PAGE 69 (S.C.R.O.), SITUATED IN BARTLETT, SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TANGENT INTERSECTION OF THE SOUTH LINE OF STAGE HILLS BOULEVARD (PUBLIC, ASPHALT PAVED, 68-FT. R.O.W.) AND THE WEST LINE OF NORTH GERMANTOWN ROAD (PUBLIC, ASPHALT PAVED, 160-FT. R.O.W.); THENCE SOUTHWARDLY ALONG THE WEST LINE OF GERMANTOWN ROAD - A DISTANCE OF 164.64 FEET TO THE SOUTHEAST CORNER OF LOT 32 BARTLETT CORPORATE PARK EAST (PLAT BOOK 156, PAGE 5, SCRO), AND BEING IN THE NORTH LINE OF SAID LOT 5; THENCE SOUTH 87 DEGREES 50 MINUTES 59 SECONDS EAST ALONG SAID LINE - 33.04 FEET TO A SET IRON PIN IN THE WEST LINE OF SAID NORTH GERMANTOWN ROAD BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE - 259.16 FEET TO A FOUND IRON PIN IN THE NORTH LINE OF THE FINAL PLAT OF EQUITY INNS SUBDIVISION (PLAT BOOK 169, PAGE 55 (SCRO)); THENCE NORTH 87 DEGREES 51 MINUTES 44 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION - 765.22 FEET TO A FOUND IRON PIN IN THE EAST LINE OF LOT 42A OF SAID BARTLETT CORPORATE PARK EAST SUBDIVISION; THENCE NORTH 00 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 42A A DISTANCE OF 259.30 FEET TO A FOUND IRON PIN IN THE SOUTH LINE OF LOT 35 OF SAID SUBDIVISION; THENCE SOUTH 87 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 35, 34, 33 AND 32 A DISTANCE OF 764.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 198,076 SQUARE FEET OR 4.547 ACRES, MORE OR LESS.



KN6289

10/09/2000-14:45:51

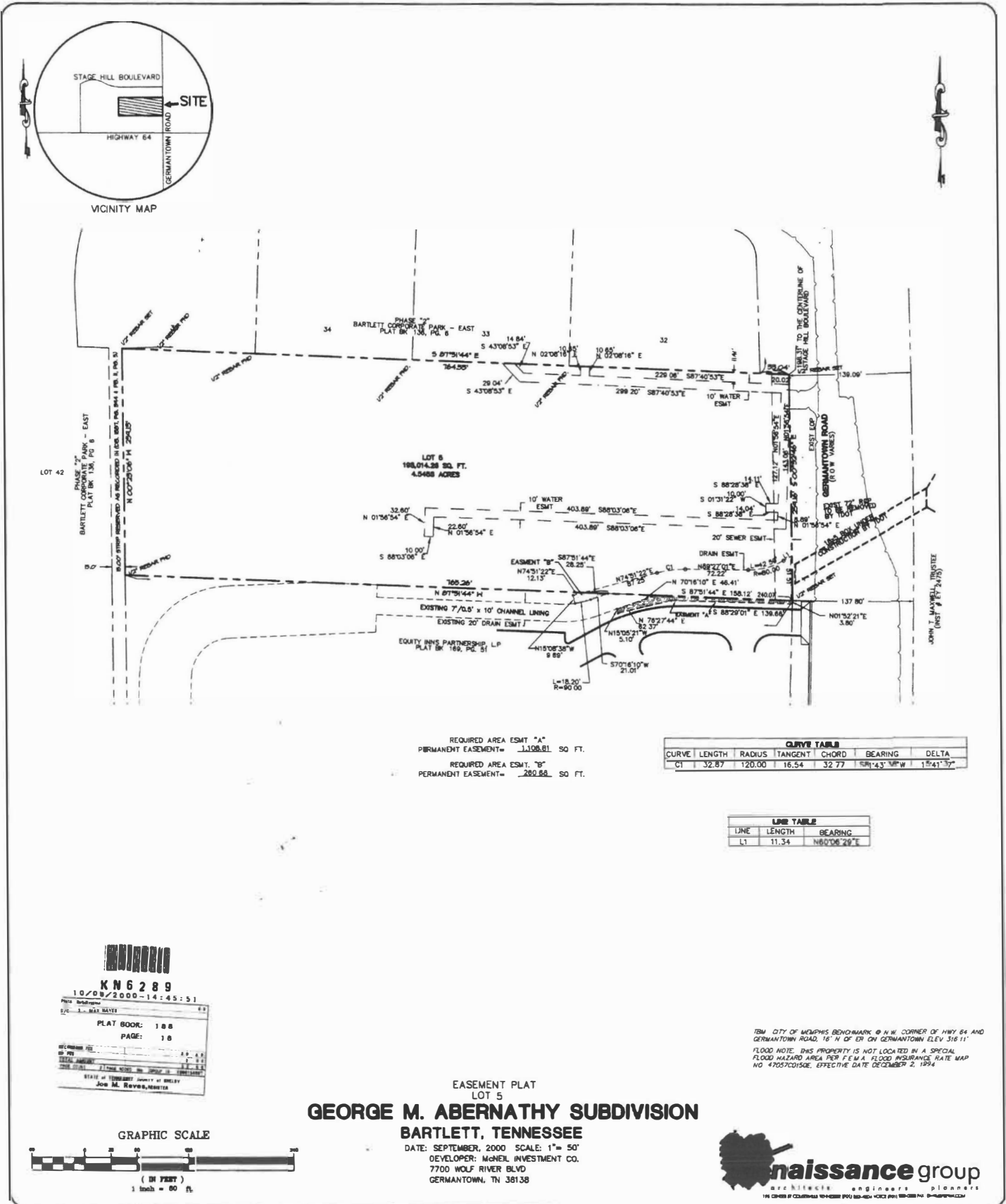
Plate: Subdivision		50
D/C: 2 MAX HAYES		
PLAT BOOK: 188		
PAGE: 18		
RECORDING FEE		3.00
OP FEE		2.00
TOTAL AMOUNT		5.00
PAGE COUNT: 2 PAGE RECORDED No		GROUP 10 X00015499T
STATE of TENNESSEE, COUNTY of SHELBY		
Joe M. Reyes, REGISTER		

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



Owner's Certificate

I, M. Sumner, the undersigned owner of the property shown hereon, hereby adopt this plan of development and dedicated the streets as shown to the public use forever, and hereby certify that I am the owner in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

Owner
M. Sumner
Date
10/3/2000

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared M. Sumner with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of Lot 1 - George Abernathy Subdivision and he as such owner, executed the foregoing instrument for the purpose therein contained by signing his name as owner.

In the witness whereof, I hereunto set my hand and affix my seal this 3rd day of October, 2000.

Notary Public
My commission expires: December 1, 2002

Mortgagee's Certificate

We, the undersigned, Bill Simmons - Region Bank mortgagee of the property shown hereon, hereby adopt this plan of development and dedicated the street, right-of-way, easement and rights of access as shown to the public use forever, and hereby certify that we are the mortgagee duly authorized so to act and that said property is unencumbered by any taxes which have become due and payable.

Mortgagee
Bill Simmons
Date
10/4/2000

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Bill Simmons of Region Bank subdivision, and he as such representative executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

In the witness whereof, I hereunto set out hand and affix my seal this 4th day of October, 2000.

Notary Public
My commission expires: December 1, 2002

Engineering Certificate

I am hereby certified, that the engineering aspect of this plan is true and correct, is in conformance with design requirements of the zoning and subdivision regulations and the specific conditions imposed on this development, and to the best of my knowledge takes into account all applicable state and local building laws and regulations.

MARK T. McGUIRE, P.E.
Tennessee Certificate No. 104502

Surveyor's Certificate

I, JOHN W. ASHWORTH III, do hereby certify that I am a registered Land Surveyor, and that I have surveyed the lands embraced within the plat or map designated as Engineering - Lot 1 - George Abernathy Subdivision a subdivision all lying within the corporate limits of the Town of Bartlett, Tennessee, said plat or map is a true and correct plat or map of the lands embraced therein, showing the subdivision thereof in accordance with Subdivision Regulations of the Town of Bartlett, Tennessee. I further certify that the survey of the lands embraced within said plat or map has been correctly monumented in accordance with the Subdivision Regulations of the Town of Bartlett, Tennessee.

In the witness whereof, I the said JOHN W. ASHWORTH III, Land Surveyor, hereunto set our hand affix my seal the 1st day of October, 2000.

JOHN W. ASHWORTH III
Tennessee R.L.S. Certificate No. 1344

Board of Mayor and Aldermen Certificate

I, Ken Fulmer, do hereby certify that all required improvements have been installed or that a performance bond or other collateral in sufficient amount to assure completion of all required improvements has been posted for the plan of development shown on this plat and are hereby approved by the Town of Bartlett, Tennessee.

10/5/2000 19
Ken Fulmer
Mayor, Town of Bartlett

Planning Commission Certificate

I, David Robinson, do hereby certify that the Town of Bartlett Planning Commission has approved this plat of plan development for recording.

Oct. 4 2000
David Robinson
Secretary, Planning Commission
Town of Bartlett

Owner's Easement Certificate

I, Phillip H. McNeill, the undersigned owner of the adjacent property shown hereon, hereby adopt the dedicated easement as shown to the public use forever, and hereby certify that I am the owner in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

Owner
Phillip H. McNeill
Date
10/4/00

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Phillip H. McNeill with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of Lot 1 - George Abernathy Subdivision and he as such owner, executed the foregoing instrument for the purpose therein contained by signing his name as owner.

In the witness whereof, I hereunto set my hand and affix my seal this 4th day of October, 2000.

Notary Public
My commission expires: 01-31-01

EASEMENT PLAT
LOT 5

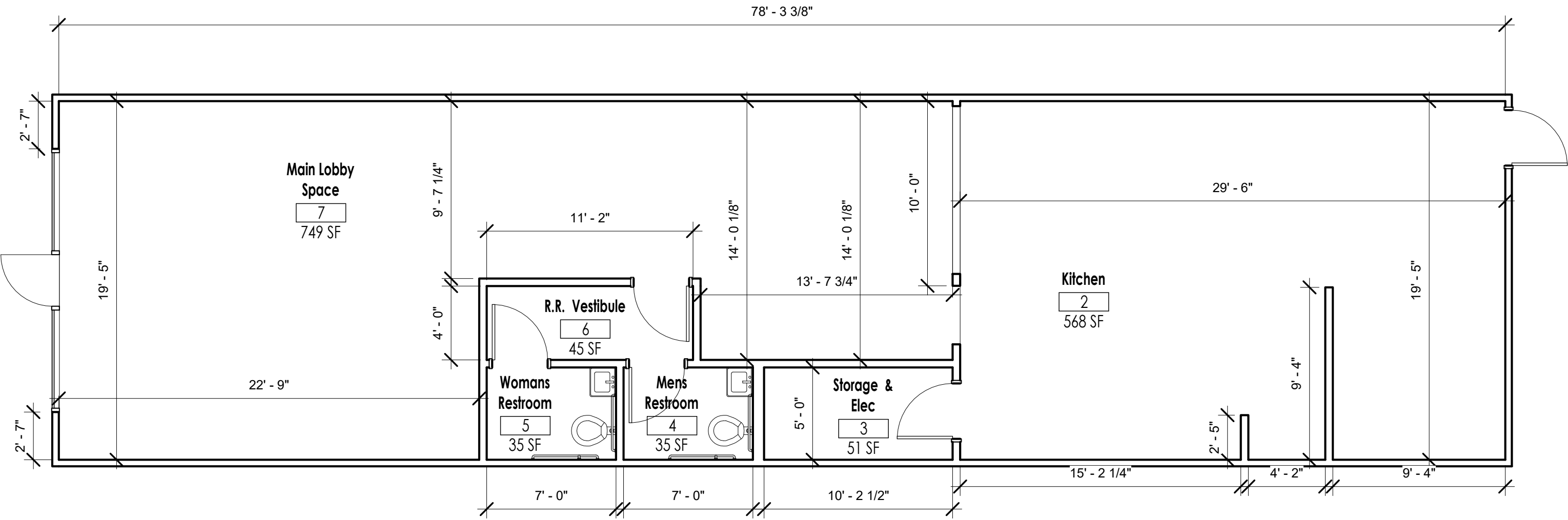
GEORGE M. ABERNATHY SUBDIVISION
BARTLETT, TENNESSEE

DATE: APRIL, 2000 SCALE: 1"= 50'
DEVELOPER: MMR GROUP, LLC



architects engineers planners
1100 CHERRY ST. COLUMBIA, TENNESSEE 38401-4004 PHONE 615/344-1100 FAX 615/344-1101

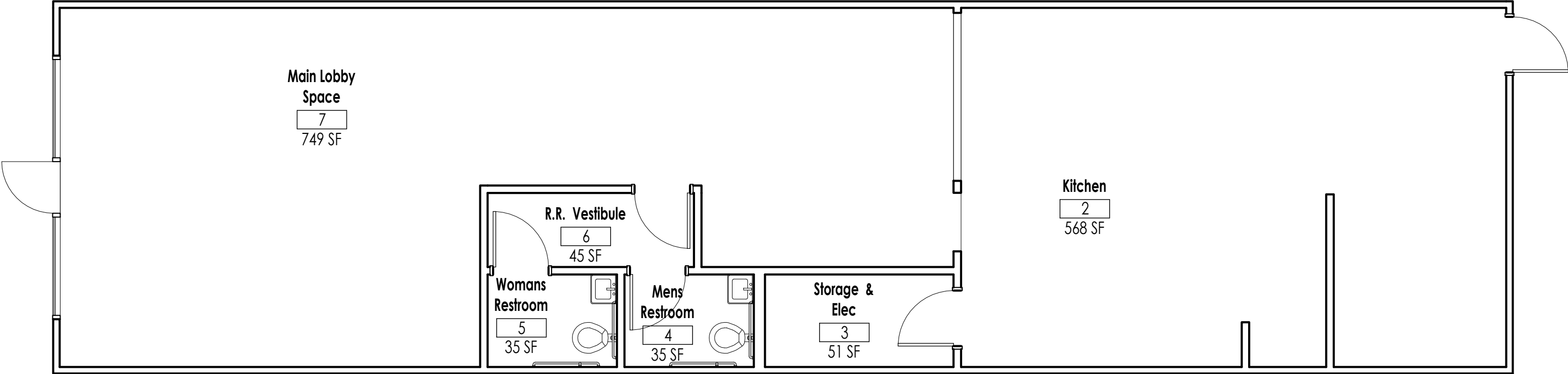
KN6289	
10/08/2000-14:45:51	
PLAT BOOK: 188	PAGE: 18
STATE OF TENNESSEE COUNTY OF SHELBY	
Joe M. Reeves, REGISTER	



① Level 1
3/16" = 1'-0"



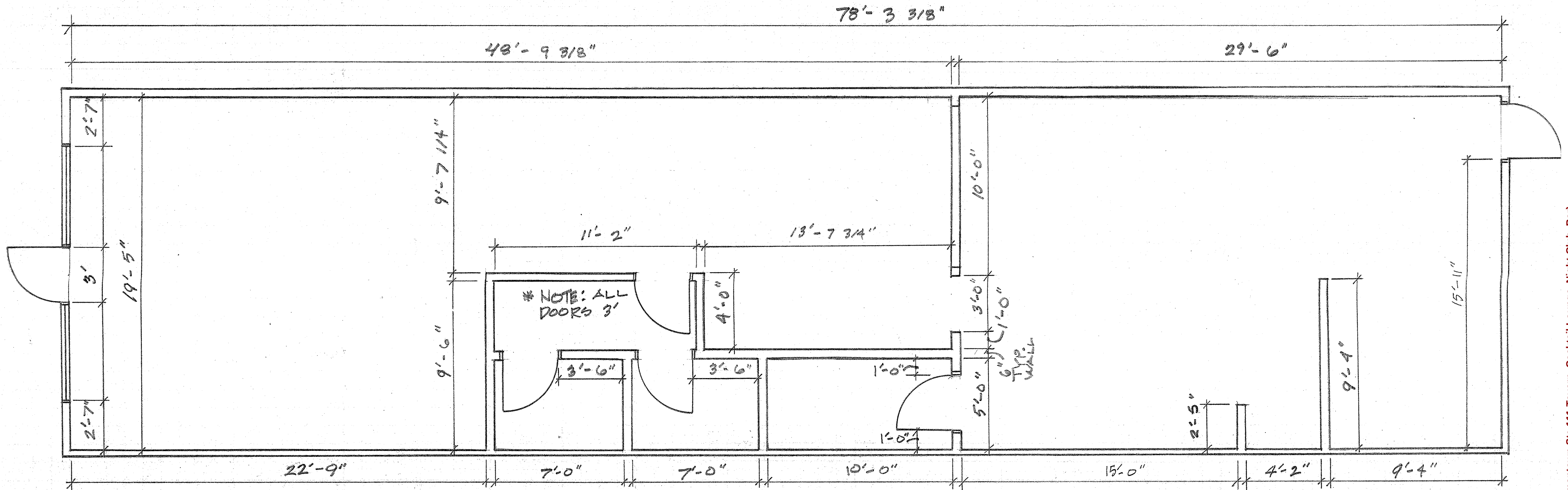
Project number:		A1.01
Date	10/20/2020	
FLOOR PLANS DIMENSIONS		
		Scale 3/16" = 1'-0"



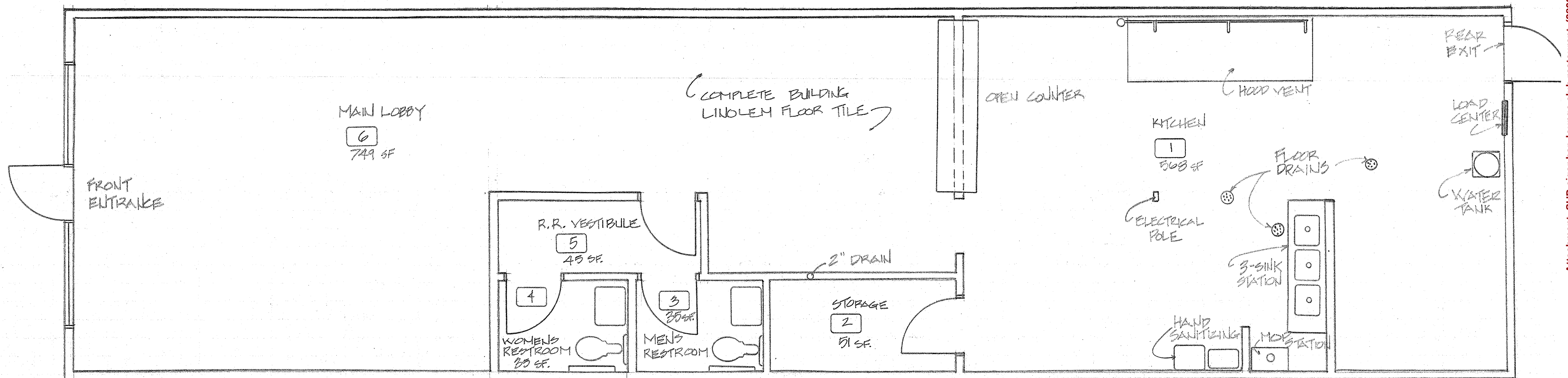
① Level 1 Layout
3/16" = 1'-0"



Project number:		A1.02
Date	10/20/2020	
FLOOR PLAN LAYOUT		
		Scale 3/16" = 1'-0"



① SINGLE LEVEL
SCALE: 1/4" = 1'-0"



② AS-BUILTS PLAN
SCALE: 1/4" = 1'-0"

TOTAL SF
1,483

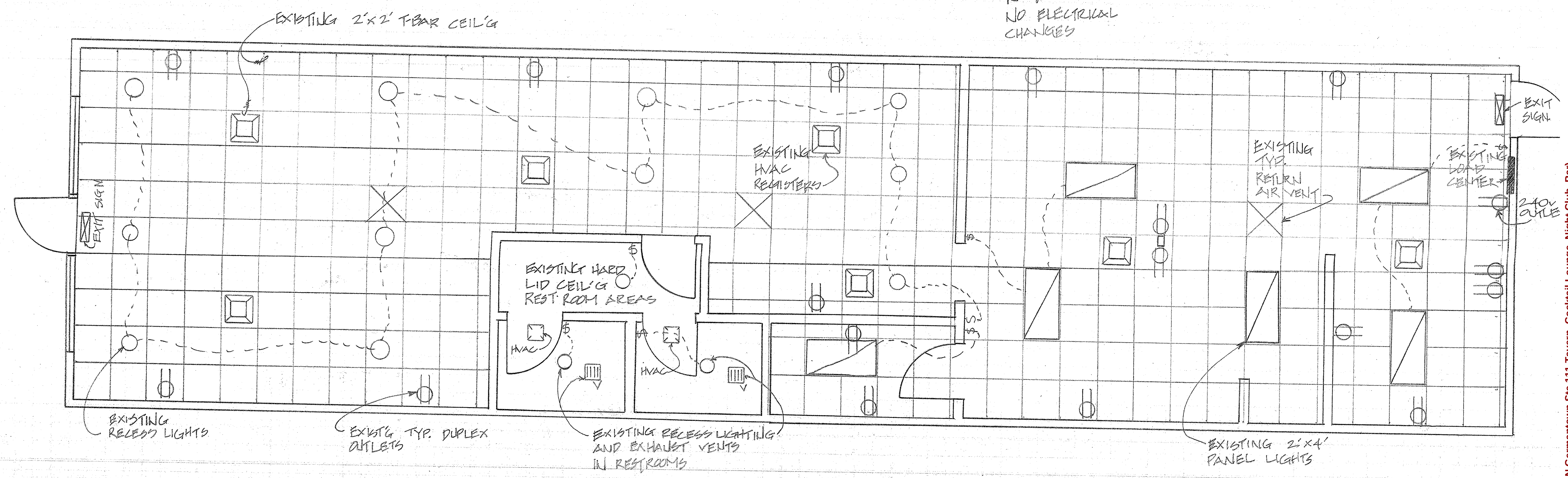
DIMENSIONS FLOOR PLANS
2965 N GERMANTOWN PKWY

DIGGINS & DIGGINS
CONSTRUCTION
MEMPHIS, TN.

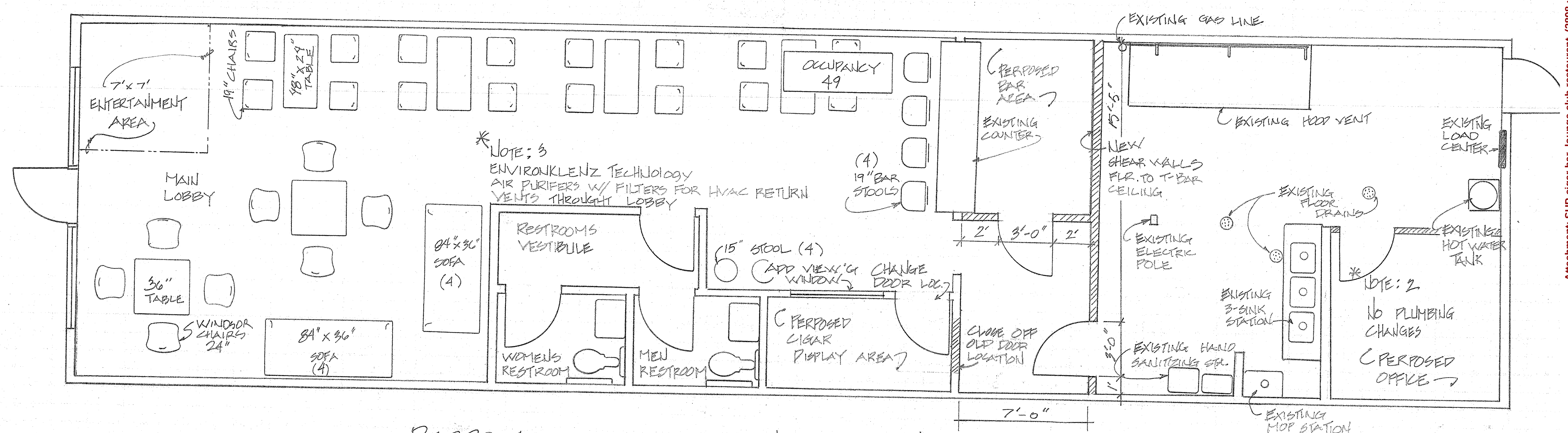
DESIGNS BY GREG DIGGINS
10-28-20

SHT 2

*NOTE: 1
NO ELECTRICAL
CHANGES



3 EXISTING REFLECTIVE CEIL'G PLAN & EXISTING ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



4 PERPOSED FLOOR LAYOUT & ADDITIONS
SCALE: 1/4" = 1'-0"

DIMENSIONS FLOOR PLANS
2965 N GERMANTOWN PKWY

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/12/21 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Winter Cross Country Series 5K and 8K.



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

5760 Yale Rd Nesbit Park 38134
Address Zip Code

January 31 and February 14 2021 12:00-4:00 P.M.
Dates of the Event Hours of the Event

Winter Cross Country Series 5K and 8K
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

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

(901) 297-2471 or (901) 488-4454
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$64.00 Total

Steve Spakes 12/14/2020
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Winter Cross Country Series
 Location: Nesbit Park 5760 Yale Rd
 Dates: January 31 and February 14 2021
 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 I 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.	map attached
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.	memo attached
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			X	<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		X		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

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

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

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

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

Special event permit - authorization by Permitting Official

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

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



City of Bartlett

A. Keith McDonald, Mayor
 Shan Criswell, Parks Director
 Paul Wright, Assistant Parks Director

MEMORANDUM

TO: Jeff Cox

FROM: Shan Criswell *SC*

RE: MRTC Winter Cross Country Series

DATE: December 14, 2020

The Memphis Runners Track Club will have their annual Winter Cross Country Series 5K and 8K runs on Sunday, January 31, 2021, and Sunday, February 14, 2021, pending board approval.

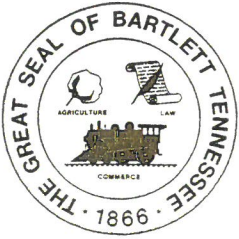
This year due to COVID restrictions they are planning a staggered start. The start line will be open from Noon until 2:15p.m.

There are two places where traffic control would be needed:

- One is at the start of the race on Yale Road, where the runners turn off of Yale onto Memphis Arlington.
- The other is just past the gravel driveway heading into the park on the east side.

The officers would need to arrive by 11:45a.m. and should be finished by 2:30p.m.

Thank you in advance for your help.



City of Bartlett

PARKS & RECREATION

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

December 14, 2020

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN 38134

The Memphis Runners Track Club has requested to use Nesbit Park on Sunday, January 31, 2021, and Sunday, February 14, 2021, for their annual Winter Cross Country Series 5K and 8K run.

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

Sincerely,

Shan Criswell
Parks and Recreation Director

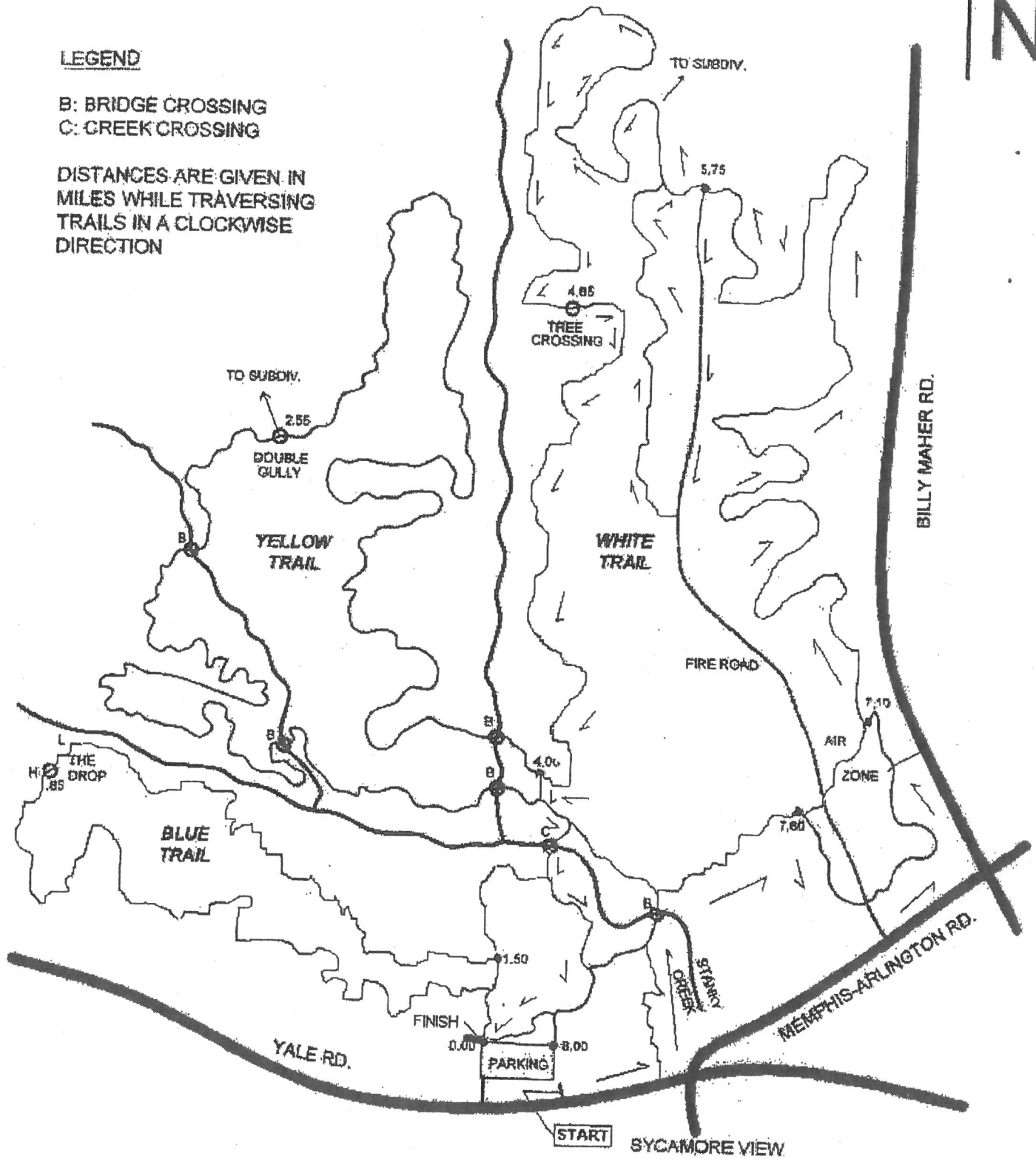
Attachment: 5760 YALE RD-WINTER CROSS COUNTRY SERIES-2021 (2892 : Winter Cross Country Series 5K & 8K)

BARTLETT PARK STANKY CREEK BIKE TRAILS

LEGEND

B: BRIDGE CROSSING
C: CREEK CROSSING

DISTANCES ARE GIVEN IN
MILES WHILE TRAVERSING
TRAILS IN A CLOCKWISE
DIRECTION



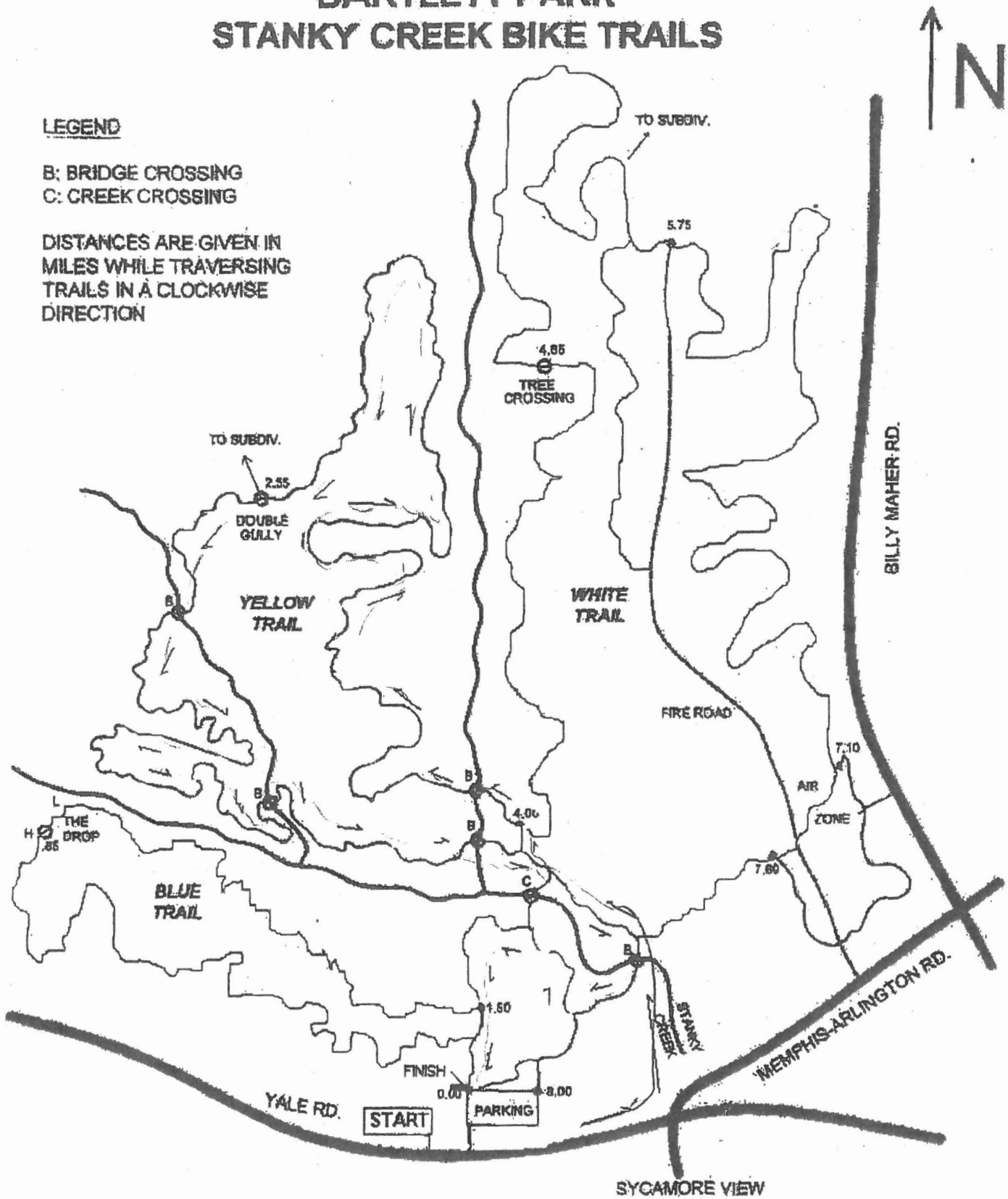
MRTC WCCRS
8K Run Course

BARTLETT PARK STANKY CREEK BIKE TRAILS

LEGEND

B: BRIDGE CROSSING
C: CREEK CROSSING

DISTANCES ARE GIVEN IN
MILES WHILE TRAVERSING
TRAILS IN A CLOCKWISE
DIRECTION



MRTC WCCRS
5K Run Course



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2020

8.1.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 have ADDITIONAL INSURED provisions or 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 Insurance Management Group 12730 Coldwater Road Suite 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL ADDRESS: mmayers@insmgt.com FAX (A/C, No): (765) 664-0761
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2021 \$2M A.I.

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008622100	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008622100	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 01/24/21 Winter Off Road Series 5k and 8k, 01/31/21 Winter Off Road Series 5k and 02/14/21 Winter Off Road Series 8k INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Flanigan, PO Box 17981, Memphis, TN 38187

Processed by MMM

CERTIFICATE HOLDER

CANCELLATION

01/24/21 City of Bartlett 6400 Stage Road Bartlett TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Back to Business Health and Safety Plan for:
Memphis Runners Track Club
Frank Horton Memorial Winter Off-Road Series**

Contact: April Flanigan
901-291-9423
aflanigan@memphisrunners.com

The Memphis Runners Track Club is a non-profit organization dedicated to promoting health and fitness through programs of amateur road racing, cross country, and track.

MRTC Winter Off-Road Series (WORS) is a series of four trail races in the months of January and February. Historically, the proceeds have gone to Youth Villages, and more recently, Memphis Youth Athletics.

Dates, Location, Race Distance

January 17, 2021, Shelby Farms Park, 3k
January 31, 2021, Nesbit Park, 5k
February 14, 2021, Nesbit Park, 8k
February 28, 2021, Shelby Farms Park, 10k

Start and Finish Line Details

To reduce the chance of crowding, we have opted to move away from a traditional start line with a single designated start time. Instead we will have an active finish line from noon-4:00 pm on race days. Participants can start at any point during that block of time so long as they are across the finish line by 4:00 pm. We will encourage runners to wait to start the race if there is a crowd. We will also encourage runners to move away from the finish line as soon as they are finished with their race.

Covid Specific Safety Guidelines

We will ask that any runner, race worker, or spectator who has COVID19 related symptoms to please stay home. Symptoms include: fever in the last 48 hours, chills, cough, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting or diarrhea in the last 24 hours.

Spectators will be discouraged unless accompanying a minor.

Hand shaking, fist bumps, and hugging are highly discouraged.

Everyone in attendance is asked to maintain 6ft. social distance at all times while at the event.

Waivers

Runners will be required to sign a waiver affirming that they have NOT had any of the

aforementioned symptoms in the days prior to, or on, race day. We will make a digital waiver available, which will be accessible by the participant's personal phone.

Mask Requirement and Sanitization

All runners will be required to wear a mask during all pre and post-race activities. Race workers and spectators will be required to wear a mask at all times. We will make masks available for participants and volunteers who do not have one readily available. Hand sanitizer and hand washing stations will be made available throughout the race area.

Packet Pickup and Race Check-in

All runners must check-in at the registration table between the hours of noon and 3:30 pm. They will have their temperature checked at this time. Runners with a temperature greater than 100.4 will not be allowed to run. Anyone with a fever will be asked to leave the park or stay in their vehicle.

We will only accept pre-registered runners. Race day registration will be permitted only if the runner registers online using their device. The extended start/finish lines are designed to minimize crowding and lines during check-in.

Water Stops and Post-Race Food

Runners will be required to provide their own water if they desire it during the race. There will be no water stops or aid stations on the course. If there is any post-race food, it will be pre-packaged.

Post-Race/Awards and Results

We will not have an awards ceremony. Results will be posted via email and posted online. There will be no post-race event or party of any kind. Runners will be encouraged to leave the race immediately upon completion.

Restrooms/Portable Toilets

Multiple pods will be placed so as to prevent lines and groups forming. We will make hand washing and sanitization stations available. The extended start/finish lines are designed to minimize crowding and lines at portable toilets.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for library janitorial services.

On November 18, 2020 an ad was placed in *The Daily News*. On Friday December 2, 2020 the City of Bartlett received nine bids, which were opened at City Hall.

Bids were received from the following companies:

Company Score	Composite	Bid Amount
Elite Services	78.75	\$29,380.00
Fresh Start	55.00	\$42,600.00
Gold Trident	55.25	\$26,118.96
Happy Hands	65.75	\$18,962.50
Jani-King	47.25	\$32,833.68
Mason's	76.25	\$53,416.00
OK Cleaning	30.75	\$46,368.00
Service Master	38.50	\$65,119.12
Trillium	37.25	\$33,000.00

We recommend the bid be awarded to Elite Services for a total annual price of \$29,380.

Funds are available in Account 110.41840.176.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

8.3

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for Ford Explorer.

On November 24, 2020 an ad was placed in *The Daily News*. On December 10, 2020 the City of Bartlett received a single bid, which was opened at City Hall.

Bids were received from the following company:

Lonnie Cobb Ford	\$30,286.00
------------------	-------------

We recommend the bid be awarded to Lonnie Cobb Ford for a total price of \$30,286.00

Funds are available in Accounts 311.48311.785.59119 and 311.48311.785.59120.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/12/21 06:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Jeff Cox

Purchase of four Dodge Chargers.

On October 23, 2020, an ad was placed in *The Daily News*. On November 12, 2020, the City of Bartlett received one bid, which was opened at City Hall. On December 8, 2020, the Board of Mayor and Alderman approved to purchase from Louisville Chrysler Dodge Jeep Ram for a total cost of \$109,523.28. Upon review of sole bid, it did not meet specifications.

We recommend the purchase from Columbia Chrysler Dodge Jeep Ram Fiat off the State Contract at \$105,204.00. Funds are available in Account 129.48129.935.

Thank you for your consideration.



106 South James Campbell Boulevard
Columbia, TN 38401

State Contract 209 Quote

DATE

December 10, 2020

FLEET ID#

005RC

Bill To:

City of Bartlett
Attn: Chris Golden

Quote valid until:

Prepared by:

End of Model Year Ordering

Russell Moles

Regional Fleet Sales Manager
865-719-0014

Tennessee State Wide Contract 209 Price Quote

Vehicle Description	Model Code	AMOUNT
2021 - CHARGER POLICE RWD V8	LDEE48	\$ 25,801.00
26A PACKAGE V8 ENGINE & 8-SPD TRANSMISSION	Required Option	
5.7L V8 HEMI MDS VVT Engine		
8-Spd Auto 8HP70 Transmission		
Factory Equipment Installed Equipment		
Power Windows, Power Locks, Remote Keyless Entry	STANDARD	\$ -
Integrated Voice Command w/Bluetooth	STANDARD	
ParkView Rear Back-up Camera	STANDARD	
HD Cloth Bucket Seats w/Vinyl Rear/Black	X5/ -X9	
Deactivate Rear Doors/Windows	CW6	
Black Left Spotlamp	LNF	
LED Bulb Upgrade	LNx	
Factory Installed Options		
Additional Non-Key Alike Fobs (6 Extra Keys vs 2 Std Keys)	GXQ	\$ 150.00
Fleet Safety Group	AWC	\$ 350.00
Aftermarket Equipment Per TN SWC #209		
TOTAL DELIVERED COST		\$ 26,301.00

If you have any questions concerning this quotation please contact me at rmoles@cdjrcolumbia.com

Pricing w/Option Pricing is Good for Current Model Year Only

Ordered Units not currently in dealer inventory are subject to production by Fiat-Chrysler

Order-to-Delivery (Assembly, Transportation, Etc) is controlled directly by Fiat-Chrysler not by CDJR of Columbia

Attachment: 20-10-2021-RWD V8 CHARGER (2895 : Police Vehicles)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/12/21 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Livingston Subdivision.

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
Entitled: LIVINGSTON S/D dated NOVEMBER 2, 2020, made by the DEVELOPER; and
WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and
established certain conditions for approval of the Final Plat of said subdivision in accordance with
Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which
is the approval of this Development Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; AND

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

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

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

GENERAL PROVISIONS

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

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

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

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

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

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

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

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

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

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

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

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

assumed by individual builders including any bonding or warranty requirements of the CITY.

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

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

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

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

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be

installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

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

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.
2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

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

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

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

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

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

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

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

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

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

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

period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

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

XIV

STREET LIGHTS

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

XV**BONDING REQUIREMENTS**

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

XVI**HOLD HARMLESS**

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

XVII

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

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	\$0.00
	b. Subdivision & site plan review fee @ \$175 per lot. (2 Lot)	\$350.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$20.00 \$25.00 implies \$25.00	\$20.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost = \$0.00	\$0.00 \$300.00 \$600.00
5	Water Connection Fee @ \$2,000.00 per Lot 1 Lots \$2,000.00	\$2,000.00
6	Sewer Connection Fee @ \$2000.00 per Lot 1 Lots \$2,000.00	NORTH BASIN \$2,000.00
7	DRAINAGE BASIN (Fletcher Creek) Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 2 Lots \$500.00	\$1,000.00

Attachment: LIVINGSTON SD CONTRACT-FINAL (2896 : Subdivision Contract for Livingston Subdivision)

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 2 Lots	\$0.00	\$0.00
9	City portion of Water Improvements		\$0.00
10	DISTRICT _____ 2 Park Land Development Fee @ \$700.00 per Lot 2 Lots	\$700.00	\$1,400.00
TOTAL DUE CITY			\$7,370.00

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$0.00
2. Street Light (Estimated at \$650.00 per lot) 2 Lots	\$0.00
TOTAL DUE II	\$0.00

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

\$0.00

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

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

CITY OF BARTLETT

CAROL LIVINGSTON

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _ CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Purchase

Prepared By: Dick Phebus

Department Head: Dick Phebus

Purchase of Orion water meters.

On December 4, 2020, the City of Bartlett requested a quote on 868 Orion utility meters from single source vendor, Badger Meter. The quote, including accessories, was for \$125,413.00.

We recommend the purchase be from Badger Meter for a total cost of \$125,413.00. Funds are available in Account 510.51100.935.

Thank you for your consideration of this request.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Police	UNK	Honda 4 Wheeler	Red	Unreadable
Police	UNK	Honda 4 Wheeler	Red	1HFTE2608D4301721
BPACC		Assorted Theatrical Lighting		
Public Works	2001	Ford Cargo Van	White	1FTRE14W01HB46091
Police	2008	BMW R1200 Motorcycle	Blk/White	WBI03880X8ZT13313
Police	2008	BMW R1200 Motorcycle	Blk/White	WBI03880X8ZT13314
Police	2006	Nissan	Altima	1N4AL11DX6N387743
Police	2006	Nissan	Altima	1N4AL11DX6N387995
Police	2006	Ford	Fusion	3FAFP07176R218567
Police		ONAN Generator	20ESL24163B	H880150261/H880152660
Police		Gary Safe	30661C	
Police		Safe Assembly	Deposit Box	

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/12/21 06:00 PM

Department: Engineering

Category: Proposal

Prepared By: Rick McClanahan

Department Head: Rick McClanahan

Condemnation of two parcels on Appling Road.

Please take action to condemn the following two properties to initiate negotiations with the lending institutions:

Lisa F Davis and Kenneth R Davis	\$2,514
Debra Ann Davis	\$2,013

Authorization to purchase these properties was granted previously by the Board of Mayor and Aldermen on March 10, 2020, but action to condemn was not granted at that time. We are requesting this condemnation action to bring the lenders to the table to settle the offer.

Thank you for your consideration.

From: Becky Bailey
Sent: Thursday, January 07, 2021 10:12 AM
To: Rick McClanahan <rmccclanahan@cityofbartlett.org>
Subject: Applying Road acquisitions

Rick,

Earlier this week I spoke to Debra Davis and Lisa Todd. I explained to them that we couldn't close with them because they don't own their properties outright and that we need their lenders to sign off on the right-of-way purchases. I told them that their lenders were unresponsive when our closing attorney tried to reach them. I told them that our next step was to go to the Board of Mayor and Alderman to approve the condemnation of the property and that hopefully the condemnation letter would spur the lenders to approve the acquisition. I told them that we weren't asking for anything that wasn't already agreed upon with them (the owners) and asked them to call me if they had any questions. I told them it would be on the next board agenda but I didn't tell them what that date was. They listened and said okay and neither seemed concerned.

Becky

From: Billy Moss [<mailto:bmoss@harrisshelton.com>]
Sent: Thursday, January 07, 2021 12:32 PM
To: Rick McClanahan <rmccclanahan@cityofbartlett.org>
Subject: [External] RE: I need an email from you

On or about December 2, 2020, my assistant called Wells Fargo on behalf of Debra Davis and Deutsche Bank on behalf of Lisa Todd. Neither would speak to us without SS# and account number of borrowers. On or about December 4, 2020 I attempted to get through and was met with the same resistance. I was able to reach a paralegal at Wells Fargo once I explained that we do not need any specific information from the borrower. This paralegal told me that they do not issue partial releases of their loans. A claim that I dispute. We explained to the 2 land owners that we have been unable to close and need their help.

William P. Moss III, Esq. | Attorney at Law

*Licensed in Tennessee and Mississippi

harris|shelton

6060 Primacy Parkway
Suite 100
Memphis, TN 38119
Direct 901.435.0315 | Tel 901.525.1455 | Fax 901.526.4084
bmoss@harrisshelton.com



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2889)

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2889

Resolution 01-21, a resolution to amend the Fiscal Year 2021 Grant Fund budget to provide for appropriation of Shelby County 911 funds to complete a fiber installation to the City of Bartlett radio tower.

WHEREAS, the City of Bartlett has received notice of \$55,000 in Shelby County 911 grant funding through Shelby County, Tennessee for fiber installation from the new fleet maintenance building to the radio tower; and

WHEREAS, the City of Bartlett will use these funds in accordance with an agreement between Shelby County 911 and the City of Bartlett for the improvement of communication services; and

WHEREAS, the agreement between Shelby County 911 and the City of Bartlett requires revenues and expenditures to be budgeted in the current fiscal year;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY2021 Grant Fund budget shall be amended to reflect revenues and expenses totaling \$55,000 as shown in the table below.

Fund Account Numbers	Description	Expenses	Revenues
131.41200.932.04121	Fiber Installation	\$55,000	
131.30000.33613.04121	Shelby 911 Grant		\$55,000

Adopted this day of January 12, 2021

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

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2893)

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2893

Resolution 02-21, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls.

WHEREAS, the Shelby County Trustee's office has identified delinquent property taxes that have been determined to be uncollectible and has removed all tax, interest, penalties and associated costs from the Trustee's tax system; and

WHEREAS, the City of Bartlett has determined that these taxes and property maintenance charges dating from tax year 2009 through 2018 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the taxes, interest, penalties, and associated costs, including property maintenance charges, on the properties listed in the attached schedule totaling \$575.71 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of January 12, 2021

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

BARTLETT WRITE-OFF

**UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN**

FISCAL YEAR JULY 1, 2020
THRU JUNE 30, 2021

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB198357	50005	2009	20 DIGITS NAIL SPA	6801 HIGHWAY 70 STE 101	OUT OF BUSINESS	\$25.93
PB230861	50270	2018	BARTLETT TOBACCO FINE CIGARS	7601 US HIGHWAY 70	OUT OF BUSINESS	\$25.80
PB188601	50304	2009	CALTON & ASSOCIATES, INC.	6555 STAGE RD STE #206	OUT OF BUSINESS	\$70.18
PB188601	50316	2010	CALTON & ASSOCIATES, INC.	6555 STAGE RD STE #206	OUT OF BUSINESS	\$82.70
PB229105	50596	2018	D-N-L AUTO TRANSPORT	2375 BARBARO	OUT OF BUSINESS	\$198.19
PB231848	50809	2018	EXPERT JANITORIAL SERVICES	3515 JENNY	OUT OF BUSINESS	\$17.57
PB178618	50985	2018	GRIDLEY'S BAR-B-QUE	6842 STAGE RD	OUT OF BUSINESS	\$135.60
PB230820	51885	2014	PM ENVIRONMENTAL INC	7953 STAGE HILLS	OUT OF BUSINESS	\$4.37
PB074490	60051	2018	PRETTY LITTLE THINGS	8410 HIGHWAY 70	OUT OF BUSINESS	\$15.37
						\$575.71



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2902)

Meeting: 01/12/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2902

Resolution 03-21, a resolution to amend the Fiscal Year 2021 Grants Fund budget to appropriate funds for Shelby County Government grants for Police Department security cameras.

WHEREAS, the City of Bartlett has been previously approved for a grant from the Shelby County Government for police department neighborhood security cameras; and

WHEREAS, this police grant of \$97,500 was a direct grant to the City which provided funding for neighborhood security cameras; and

WHEREAS, the City of Bartlett has received notice from Shelby County of an additional grant in the amount of \$23,000 to provide additional cameras with operational costs, service fees, and installation and maintenance of this equipment;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Fiscal Year 2021 Grants Fund budget is amended to appropriate funds necessary to complete the project as provided below:

Fund Account Number	Expenditures	Revenues
131.42100.264.02520	\$23,000	
131.30000.33585.02520		\$23,000

Adopted this day of January 12, 2021

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



GRANT AGREEMENT

December 17, 2020

Organization:	Bartlett Police Department
Grant Title:	Public Safety Security Cameras
Grantee Name:	
Email:	
Address:	3730 Appling Road Bartlett, Tennessee 38133
Phone:	9013855539

BASIC GRANT CONDITIONS

The Grantee will use the funds for the purposes described in this Agreement. Any alternative use of funds must be authorized in advance in writing by Shelby County Government (or its designated representatives). If the funds are not used in accordance with the terms outlined in the Agreement, the Shelby County Government (or its designated representatives) may recover those funds from the Grantee.

Significant changes in the project or organizational leadership should be reported within 30 days of the change.

This purchase order is subject to the allotment and availability of Shelby County funds to finance the grant.

The term of the grant agreement shall begin upon Grantee's receipt of grant funds in connection with this purchase order and shall extend until all grant funds are utilized.

As required by IRS rules, Shelby County Government (or its designated representatives) funds will not be used: a) to carry on propaganda or otherwise attempt to influence specific legislation; b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; c) to make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless this activity has been detailed in the approved grant application and budget.

Capital equipment and facilities purchased with the grant funds must be used for ~~solely~~ charitable

~~purposes during and after the Grant term for the purposes outlined in the Grant budget.~~ The Grant budget and budget narrative must detail: a) capital equipment/facilities purchased, b) its cost and use and c) what will happen to the equipment/facilities once the grant term is complete.

The grantee expressly warrants and certifies that the information set forth in its grant application is true, complete and accurate.

The Grantee agrees that by entering into this Grant Agreement/Purchase Order that neither it nor any of its representatives or documents are presently disbarred, suspended, expired, terminated, or declared ineligible by any federal or state department or agency.

The Grantee warrants that no person on the grounds of handicap, age, color, race, religion, sex or national origin will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination as a result of or relating to Grant funding provided by Shelby County, or in the employment practices of Grantee.

The Grantee shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applications, notices of non-discrimination.

The Grantee understands and holds harmless Shelby County to provide legal counsel or defense to Grantee or its subcontractors or other affiliates in the event that a suit, claim, or action of any character is brought by a third party against the Grantee as a result of or related to funding provided by Shelby County and except as expressly provided herein, Shelby County has no obligation for the payment of any judgment or the settlement of any claims against Grantee as a result of or relating to grant funding provided by Shelby County.

The Grantee acknowledges and agrees that the funds shall be used exclusively in accordance with provisions contained in the grant application and agrees to repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive funds or it made any material misrepresentation on its grant application.

REPORTS

Reports will describe how grant funds have been spent and the progress and/or challenges associated with the activities and timeline described in the approved proposal. Reports will also include reflective evaluation and describe how the grant's outcomes are affecting beneficiaries, challenges, impact, and future outlook.

The Grantee agrees to complete the End of Year Report process and provide a detailed account of how the funds received from our office last fiscal year was expended and will ensure that the document has been certified (signed and printed name) by your CFO or Financial Preparer.

The Grantee further understands that failure to complete End of Year Report and provide a detailed budget will hinder its ability to receive grant funds from our office in the future and may be subjected to repay all funds received from our office.

Failure of Grantee to comply with the terms of this Purchase Order shall constitute a breach thereof and the grantee shall repay all grant funds to Shelby County.

TAX EXMPT STATUS

The Grantee will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private Shelby County Government's (or its designated representatives)s to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) and 170(c)(2)(b) of the IRS Code. [If Expenditure

Responsibility replaces above with the following] Grantee will comply with all applicable federal and state laws and regulations that govern the use of funds from private Shelby County Government (or its designated representatives)s to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) and 170(c)(2)(b) of the IRS Code.

RECORDS

Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Those records include a general ledger with enough detail to allow tracking of the use of Shelby County Government (or its designated representatives) funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At the Shelby County Government (or its designated representatives)'s request, Grantee shall permit reasonable access to its files, records and personnel by the Shelby County Government (or its designated representatives) for the purpose of making financial audits or other evaluations concerning this grant as the Shelby County Government (or its designated representatives) deems necessary.

UNEXPENDED FUNDS

All issued funds must be expended before reapplying for a new grant.

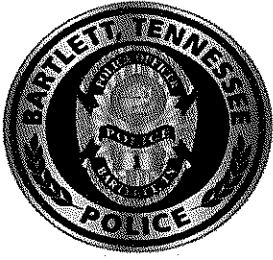
NO GUARANTEE OF FUTURE FUNDING

The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Shelby County Government (or its designated representatives) to continue funding beyond the terms listed in this grant agreement or grant application. The Grantee acknowledges that they are encouraged to seek funding from other sources and not automatically add the Shelby County Board of Commissioners Community Enhancement Grant Program as a line item within their organizational budget.

If you agree to the terms and conditions of this grant agreement, please sign the document and upload it to your profile and also return the signed document along with your W - 9 to Shelby County Board of Commissioners, 160 N. Main St., 6th floor in order to avoid the delay in the processing your grant funds. Please also keep a copy of the signed document for your grant files.

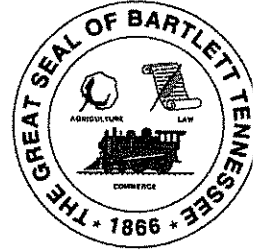
Bartlett Police Department hereby agrees to the terms and conditions of the grant as recited above.

12/30/2022 A. Keith Marshall Mayor
Date On behalf of Bartlett Police Department



BARTLETT POLICE DEPARTMENT

PUBLIC SAFETY SECURITY CAMERA BUDGET



Project Summary:

In the spring of 2020, the Bartlett Police Department, in conjunction with the Shelby County Board of Commissioners, established a Public Safety Security Program in an effort to enhance the safety of the citizens of Bartlett and the surrounding areas. As a result, twenty-eight (28) Public Safety Security Cameras were installed throughout the City of Bartlett. These devices consisted of the following: (23) Flock Safety ALPR Cameras, (4) Spartan Motion Activated Cameras and (1) Blue Crush Style Camera.

Project Cost:

The following budgetary items are needed to further support the Public Safety Security Camera Program's overall mission while ensuring adequate maintenance, repairs, and affiliated operational costs remain contemporaneous.

Vendor	Description	Cost
Flock Safety	Operational costs associated with maintenance, repair, cellular fees, data storage, and provider services.	\$15,375.00
Verizon Wireless	Cellular Service Fees associated with Blue Crush and Spartan Cameras.	\$2,040.00
Spartan Camera	Mobile Application Fees associated with Spartan Cameras.	\$185.00
TBD	Program Expansion of (1) additional Blue Crush Camera.	\$5,000.00
Miscellaneous	Camera Installation & Maintenance Equipment.	\$400.00
Budget Total:		\$23,000.00

3730 Appling Road
Bartlett, TN 38133
901-385-5560

Bartlett Police Department

GG-2111-00969 - Grant
Amount Granted: \$23,000.00

▼ Table of Contents

Organization Information
Grant Terms Information
Full Application
Documents

▼ Organization Information

Organization: Bartlett Police Department
Primary Contact: Chris Golden
Primary Signatory:

A. Keith Wymond - Mayor

▼ Grant Terms Information

Created By (Date): (11/23/2020)
Start Date: 1/1/2020
End Date: 6/30/2021
Amount Requested: \$23,000.00
Project Title: Public Safety Security Cameras
Grant Agreement Date: 12/7/2020

▼ Full Application

Project Summary:

The City of Bartlett recognizes the importance of providing for the safety of their citizens and employs a full service police department in an effort to further the overall mission of the organization. The Bartlett Police Department continuously seeks to increase methods of crime prevention and detection within its boundaries. In the spring of 2020, the Bartlett Police Department, in conjunction with the Shelby County Board of Commissioners, established a Public Safety Security Program in an effort to enhance the safety of the citizens of Bartlett and the surrounding areas. As a result, twenty-eight (28) Public Safety Security Cameras were strategically installed throughout our jurisdiction. These devices were employed in June of 2020, and have been instrumental in our efforts to deter, prevent, and investigate criminal activity. The Bartlett Police Department wishes to broaden its effort to provide for the safety of its citizens and continue to employ a successful Public Safety Security Camera Program for years to come.

Program/Project Area: The project areas are 38133, 38134, 38135, and 38002.
Total Organization Budget (current year): \$15,871,781.00

Total Project/Program Budget: \$17,415.00

Which of the following items would your funds contribute to? Programs, Operating Costs, Equipment

How you will spend the funds if a grant is approved?

If awarded, the Bartlett Police Department will utilize these funds to further the Public Safety Security Camera Program's overall mission while assuring adequate maintenance, repairs, and affiliated operational costs remain steadfast. This project's four primary areas include a mobile application, cellular service, maintenance, and project expansion. The organization believes these core categories will greatly help deter, prevent, and investigate criminal activity throughout Shelby County. Furthermore, the organization will disburse these funds consistent with the guidelines recommended by the Security Camera Subcommittee and approved by the Shelby County Board of Commissioners on November 18, 2019.

What is your organization's mission statement?

The City of Bartlett Police Department has the responsibility to protect and serve the citizens of the City of Bartlett. Our mission, in partnership with the citizens of the community, is to protect the lives and property of those citizens, to understand and respond to the specific needs of the community and to improve the quality of life for the citizens by building capacities to maintain order, resolve problems, prevent crimes through high visibility and community oriented policing concepts and apprehend criminals in a manner consistent with the Constitution of the United States, the laws of the State of Tennessee, and the ordinances of the City of Bartlett.

Briefly explain why your agency is requesting this grant and how it will benefit the general welfare of residents in Shelby County, TN:

The Bartlett Police Department was an active participant in the Shelby County Board of Commissioners Security Camera Subcommittee for creating guidelines for best practices. The Bartlett Police Department utilized these guidelines to establish a Public Safety Security Camera Program. The Bartlett Police Department is requesting this grant to aid the organization in furthering its efforts to increase crime prevention methods. This grant will greatly assist the Bartlett Police Department in accomplishing its overall mission of responding to the community's specific needs and building capacities to maintain order, resolve problems, and prevent crimes through high visibility and community-oriented policing concepts. As a result, the general welfare of the residents of Shelby County will benefit from our collaborative approach to provide for a safer community.

Current programs and accomplishments. Please emphasize the achievements of the recent past:

The Bartlett Police Department recognizes the importance of safeguarding our citizens and continuously seeks to increase crime prevention techniques and detection capabilities. With assistance from the Shelby County Board of Commissioners, our organization established a Public Safety Security Camera Program that enhanced Bartlett citizens' overall safety and the surrounding areas.

Through this process, twenty-eight (28) Public Safety Security Cameras were installed throughout our jurisdiction. These devices were employed in June of 2020 and have already achieved great success. There have been numerous incidents where these devices have helped investigate and apprehend the persons responsible for criminal acts. For example, these devices have aided in identifying the individuals responsible for a recent theft at an automobile dealership, assisted in the recovery of numerous stolen vehicles, helped locate various missing persons, and have been invaluable during the course of violent crime investigations. Consequently, the program is already making a measurable difference in our community and has been instrumental in our efforts to deter, prevent, and investigate criminal activity.

Please explain the need or problem you are seeking to address with this grant:

The Bartlett Police Department is the 10th largest municipal law enforcement agency in Tennessee and employs a staff of nearly 200. The vast majority of funding allocated to the department is for employee wages and ongoing operational costs. The additional cost to operate the Public Safety Security Camera Program has presented varied obstacles, and the unforeseen effects of the COVID-19 pandemic have further expanded these difficulties. To combat these rising challenges, the Bartlett Police Department is seeking these funds to further support the Public Safety Security Camera Program's overall mission while ensuring adequate maintenance, repairs, and affiliated operational costs remain contemporaneous. The ability to provide said services will enable the organization to continue providing the utmost support to its citizens while remaining fiscally responsible and managing the impact of the current pandemic. Furthermore, the allocation of these funds will allow the Bartlett Police Department to continue the Public Safety Security Camera Program and maximize our efforts to reduce crime through awareness, deterrence, and the investigatory process.

Number of paid full time staff: 161

Number of paid part time staff: 22

Number of volunteers: 15

▼ Documents

Congratulations on receiving a grant! You may be required to provide a W-9 in person or via mail. A blank form can be found here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
Please disregard this note if you have already provided this form for the current fiscal year.

APPLICATION DOCUMENTS

Grant Agreement (to Signatory)

Grant Agreement

Added at 2:04 PM on December 7, 2020



City of Bartlett Tennessee Charter.PDF

Tennessee Charitable Solicitation Letter

Added by Chris Golden at 3:39 PM on November 23, 2020



City of Bartlett FY 21 Budget - BPD page 47.pdf

Financial Annual Reporting Form

Added by Chris Golden at 3:37 PM on November 23, 2020



Bartlett PD - CEP Request - Public Safety Security Cameras.pdf

Budget

Added by Chris Golden at 3:26 PM on November 23, 2020



City of Bartlett W-9.pdf

Budget

Added by Chris Golden at 3:14 PM on November 23, 2020



BPD - CEP Budget.pdf

Budget

Added by Chris Golden at 2:58 PM on November 23, 2020

ORGANIZATION DOCUMENTS



City of Bartlett Tennessee Charter.PDF

501(c) Status Letter from IRS

Added by Chris Golden at 3:09 PM on November 23, 2020

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/12/21 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

Appoint Jack Young as Vice Mayor.