



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

**TUESDAY, JANUARY 10, 2017 - BARTLETT STATION MUNICIPAL CENTER,
COMM ROOM A - 7:00 PM**

INVOCATION

Opening Prayer by Scott Greer New Hope Christian Church

FUTURE MEETINGS

Bartlett Station Commission, January 11 at 7:30 a.m.

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

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

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

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

Bartlett Board of Education Work Session, January 19 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the December 13, 2016 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

1 Special event permit for Winter Cross Country Series (Jim Brown, Director of Code Enforcement)

The event will be held on Sundays, January 22 and February 19 from 2 to 4 p.m. at Nesbit Park.

2 Purchase seven computers for squad cars. (Gary Rikard, Chief of Police)

Request authorization to purchase seven Panasonic in-car computers at a cost of \$3,687.98 each, a total cost of \$25,815.86, from CDW-G. This price includes docking

stations and car chargers. This vendor/price is from the National Intergovernmental Purchasing Alliance contract. Funds are available in Account 311.48311.785.20317.

3 Bid for indoor firing range maintenance. (Gary Rikard, Chief of Police)

Recommend accepting the only bid from Metals Treatment Technologies, LLC at a cost of \$13,500.00. Funds are available in Account 110.42100.158.

4 Bid for Orion water meters. (Dick Phebus, Director of Finance)

Recommend accepting the sole source bid from United Utilities for 548 Orion utility meters and accessories at a total cost of \$81,189.00. Funds are available in Account 510.51100.945

NEW BUSINESS

1 Resolution 01-17, a resolution authorizing the application requesting \$515,690 in Disaster Recovery Grant Program funds to stabilize Fletcher Creek and entrance into all necessary agreements. (Rick McClanahan, Director of Engineering)

2 Site plan contract for Gateway Tire parking lot expansion. (Rick McClanahan, Director of Engineering)

The developer, Gateway Properties, L.P. will pay \$527.50 in City Fees. The Bond is set at \$5,660.00.

3 Appoint Vice Mayor. (A. Keith McDonald, Mayor)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

**TUESDAY, DECEMBER 13, 2016 - BARTLETT STATION MUNICIPAL CENTER,
COMM ROOM A - 7:00 PM**

CALL TO ORDER

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

INVOCATION

Opening Prayer by Michael Gill, New Hope Christian Church

FUTURE MEETINGS

Bartlett Board of Education, December 15 at 7 p.m.

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

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

Family Assistance Commission, January 9 at 6 p.m.

Planning Commission, January 9 at 7 p.m.

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

RECOGNITIONS

Recognize Paul Wright for being awarded Tennessee Parks and Recreation 2016 Special Events Award

Bartlett Recreation Center Facility Manager Michael Goldberg presented Paul Wright with the Tennessee Parks and Recreation 2016 Special Events Award. Mr. Wright was given this award for his orchestration of the Small Fry Triathlon, an event for children between the ages of 2 and 6 years old.

Commemoration of the City's Sesquicentennial by the Historical Society

Suzanne and Jack Coleman, representing the Bartlett Historical Society, commemorated Bartlett's sesquicentennial. The Tennessee Legislature approved the Town of Bartlett's Charter December 13, 1866; exactly 150 years ago. The first election was held May 2, 1867, where Gabriel Bartlett was elected Mayor, and W. T. Pryor, Dr. Wright, J.B. Mercer, H.L. Priddy and Nicholas Blackwell were elected Aldermen. Nicholas Gotten was elected as the Town's Constable. Upon incorporation, Bartlett had 100 residents.

Minutes Acceptance: Minutes of Dec 13, 2016 7:00 PM (MINUTES ACCEPTANCE)

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

MINUTES ACCEPTANCE

Minutes of the November 22, 2016 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 **Purchase replacement auto control valve for Rivercrest water storage tank. (Rick McClanahan, Director of Engineering)**
Recommend approving the purchase of a new auto control valve unit for the Rivercrest elevated storage tank in the amount of \$14,523.28. Funds are available in Account 510.51200.262.
- 2 **Purchase of police ammunition. (Gary Rikard, Chief of Police)**
Recommend purchasing ammunition from Gulf State Distributors at a total cost of \$10,108.00. This vendor is on the state bid list. Funds are available in Account 110.42100.158.
- 3 **Bid to equip eight police vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from ComServ Wireless at a total cost of \$40,605.00. Funds are available in Account 311.48311.785.20317.
- 4 **Bid for 33 conversion kits for vehicles with portable radios. (Dick Phebus, Director of Finance)**
Recommend accepting the bid proposal from AMK/Harris in the amount of \$37,047.00. AMK/Harris is a sole source vendor for these kits. This is a budgeted item with funds to come from multiple departments' account.
- 5 **Proposal for architectural design of Bartlett Recreation Center partial roof replacement. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the proposal from Ross Witt LLC in the amount of \$11,500 to provide design services for the Bartlett Recreation Center High Roof Replacement over the gymnasium and swimming pool. Funds are available in Account 311.48311.780.54317.

Minutes Acceptance: Minutes of Dec 13, 2016 7:00 PM (MINUTES ACCEPTANCE)

6 Planning Commission Report for December 2016. (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Site plan for Gateway Tire approved with conditions.

Item 2 - Special use permit for Harmony Church of Bartlett sent to Board of Mayor and Aldermen with unfavorable recommendation due to submitting insufficient information.

NEW BUSINESS

1 Resolution 46-16, to amend the Fiscal Year 2017 General Fund Budget to provide funds to Bartlett City Schools for the purchase of land (soccer fields) from Bartlett United Methodist Church. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution will provide the Bartlett Board of Education the funding to purchase the soccer fields.

Alderman Elliott stated that she is a member of Bartlett United Methodist Church. She does not believe her being a member is a conflict of interest with this vote, but wanted to make it known.

Alderman Simmons asked if this land is adjacent to the church property. Mr. Phebus stated that it is on Ferguson Road.

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

2 Resolution 47-16, a Joint Resolution by the City of Bartlett, Tennessee Board of Mayor and Aldermen and the Bartlett City Board of Education agreeing to nonrecurring expenditures for the Fiscal Year 2017 to fund one-time capital project expenditures. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this \$315,000 is a non-recurring expenditure and does not count toward the City's maintenance of effort for the school system.

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

Swear in Michael Bollinger as Bartlett Performing Arts and Conference Center Director.

Mayor McDonald swore in Michael Bollinger as the Director of the Bartlett Performing Arts and Conference Center. Personnel Director Ted Archdeacon held the Bible. Mr. Bollinger is the third director in the Center's history.

OPEN DISCUSSION

Each of the Aldermen wished the citizens a Merry Christmas and safe holiday season. Alderman Pleasant expressed his gratitude for the prayers and condolences in the loss of his daughter, Kathy Petrowski.

Beverly Holmgren, 6133 Kimberly Elise, resigned from the BPACC Advisory Board. She said while she disagrees with the Mayor on his recent appointment of a new director, she has no hard feelings.

Laqueta Ferguson, 8015 Carat Circle, also resigned from the BPACC Advisory Board. She said she felt unappreciated and is disappointed in the City's leadership.

Lorraine Williams Kunkel, 5658 Elmore Road, said she is not resigning from the BPACC Advisory Board, but she wanted to thank Ms. Holmgren and Mrs. Ferguson for their years of service.

Mayor McDonald said he is looking forward to the new director bringing great seasons in the near future.

ADJOURNMENT

Meeting adjourned at 7:22 PM

Minutes Acceptance: Minutes of Dec 13, 2016 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/10/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Winter Cross Country Series



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 22 and February 19 2017 2:00 - 4:00 P.M.
Dates of the Event Hours of the Event

Winter Cross Country Series
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) 337-5354
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

Kevin Raney 12/13/14
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 22 and February 19 2017
 Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	attached memo
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.	memo attached
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:

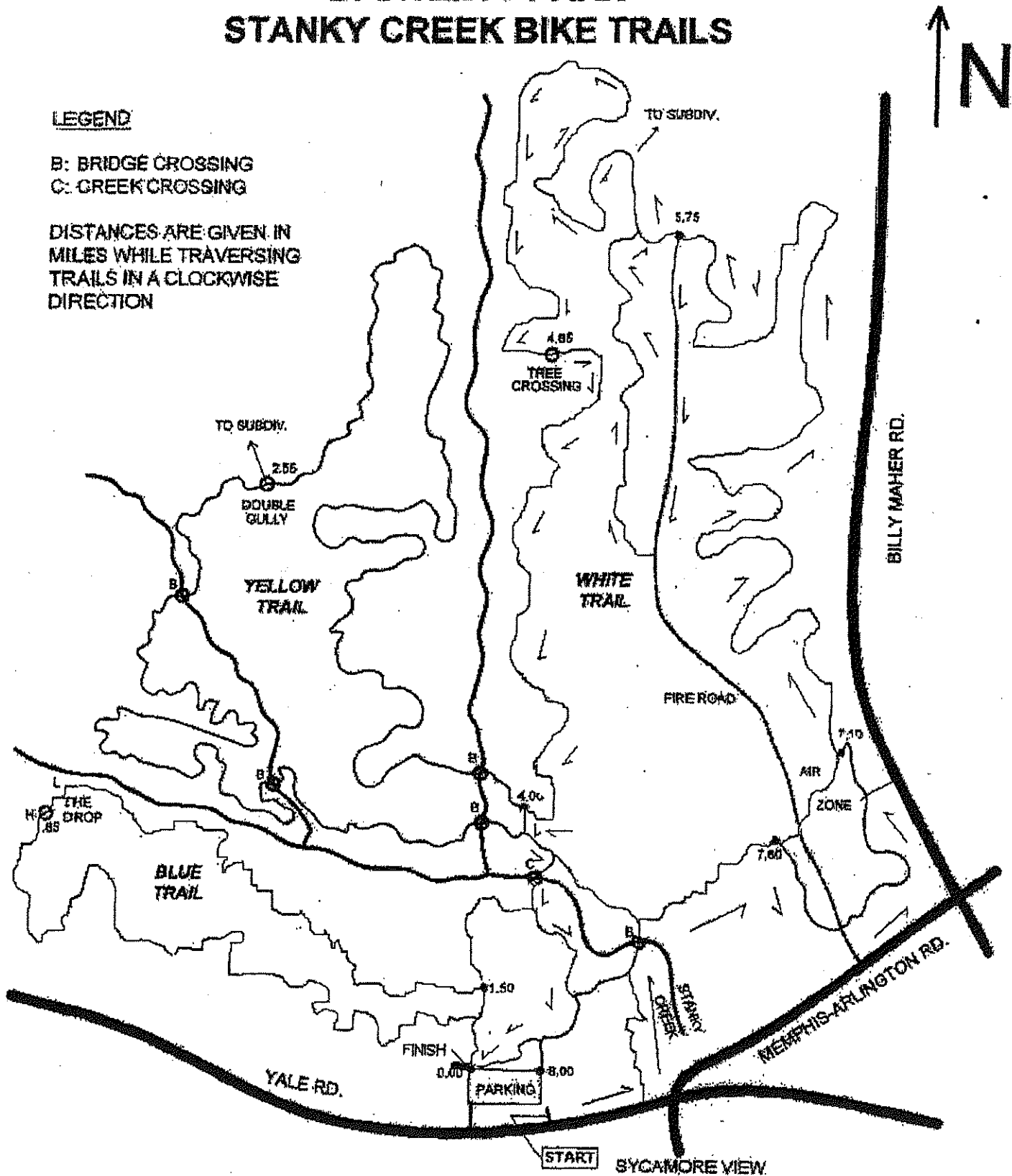
	OK ✓ or X	N/A		Comments
39	X		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and 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.	

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

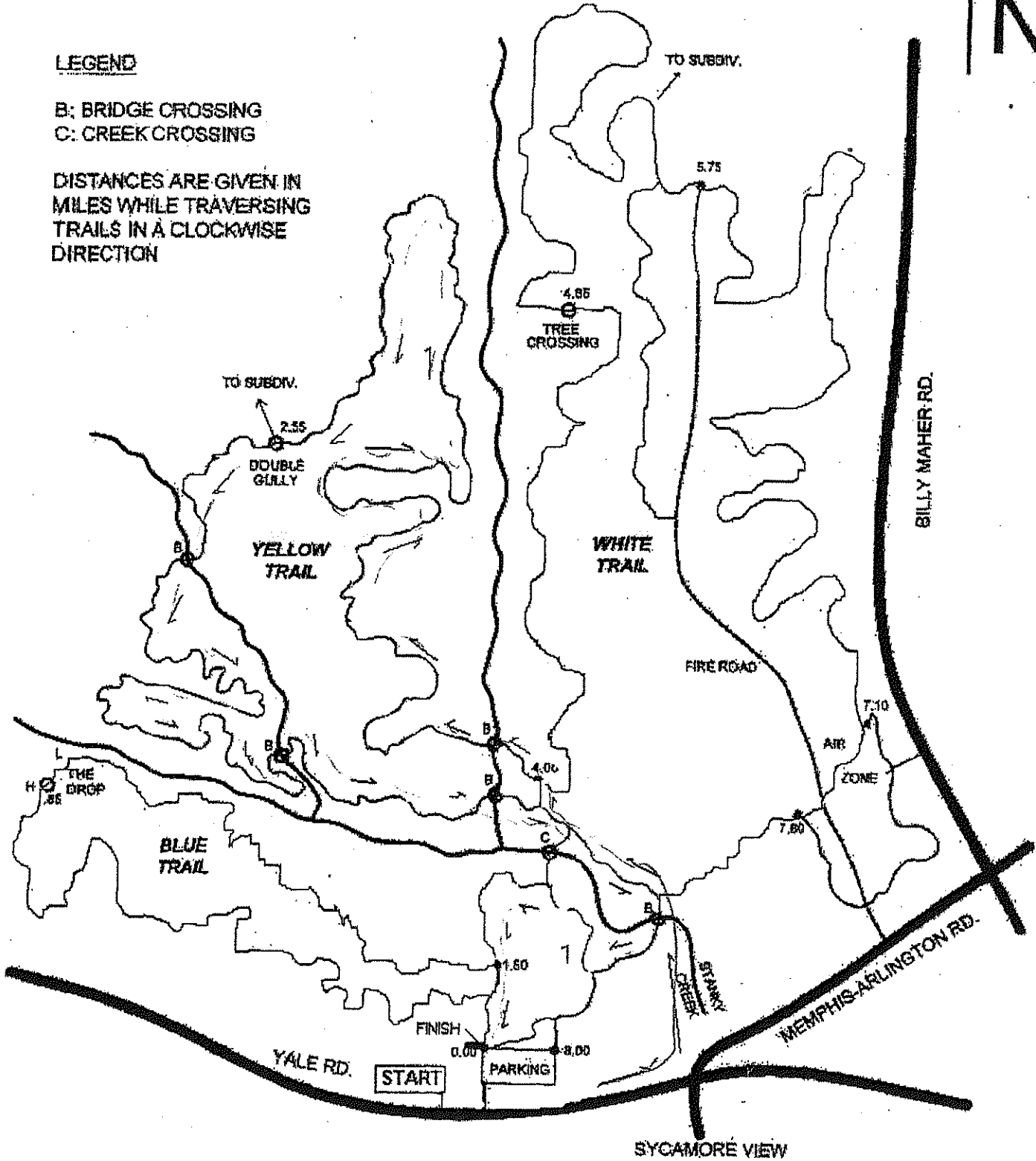
BARTLETT PARK STANKY CREEK BIKE TRAILS



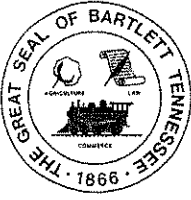
LEGEND

B: BRIDGE CROSSING
C: CREEK CROSSING

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



MRTC WCCRS
5K Run Course



City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director

MEMORANDUM

TO: Jeff Cox

FROM: Shan Criswell 

RE: MRTC Winter Cross Country Series

DATE: December 15, 2016

The Memphis Runners Track Club will have their annual Winter cross Country Series 5K and 8K runs on Sunday, January 22, and Sunday, February 19, 2017, at 2:00 PM pending board approval.

There are two places where traffic control would be needed. One is at the start of the race for less than 100 yards on Yale Road as they run onto Memphis Arlington. The other is at Billy Maher and Memphis Arlington to block traffic until all runners enter the trail off Memphis Arlington. I am attaching a map. The officers would need to be there around 1:45 p.m. and should be finished by 2:15 p.m.

Thank you in advance for your help.

Attachment: 5760 YALE RD-WINTER CROSS CONTRY SERIES-2017 (1990 : Winter Cross Country Series)

October 24, 2016

Ms. Shan Criswell
City of Bartlett
5868 Stage Road
Bartlett, TN 38134

Dear Shan,

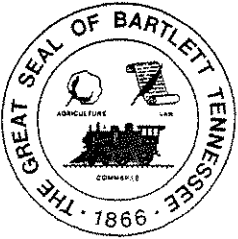
Please accept this letter as a request from the Memphis Runners Track Club (MRTC) for the use of Nesbit Park on the following dates, for the respective events:

- January 22, 2016 - Winter Off-Road Race Series 5K trail run, 2:00pm
- February 19, 2016 - Winter Off-Road Race Series 8+K trail run, 2:00pm

As in years past, MRTC appreciates the opportunity to utilize this natural resource for events that promote a healthy and active lifestyle for citizens around the local area. We look forward to your response and please do not hesitate to reach out with any questions you may have.

Sincerely,

Kevin Raney
Race Director
Memphis Runners Track Club
(901) 337-5354



City of Bartlett

PARKS & RECREATION

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

December 15, 2016

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 22, 2017, and Sunday, February 19, 2017, for their Cross Country trail event. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director, Parks and Recreation

Attachment: 5760 YALE RD-WINTER CROSS CONTRY SERIES-2017 (1990 : Winter Cross Country Series)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/10/17 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase seven computers for squad cars.

The Bartlett Police Department respectfully requests to purchase seven Panasonic in-car computers (\$3687.98 each) for a total of \$25,815.86 from CDW-G. This includes docking stations and car chargers. These computers and vendor are on the National IPA co-op contract and per Purchasing Agent Debbie Cairncross, do not require bidding. These are budgeted from

Account 31148311.785.20317.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/10/17 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for indoor firing range maintenance.

On December 6, an ad was placed in *The Daily News*. On December 20, the City of Bartlett received one bid, which was opened at City Hall.

Bids were received from the following companies:

MT2 (Metals Treatment Technologies)	\$13,500.00

We recommend the bid be awarded to MT2 for a total price of \$13,500.00. This cost includes range maintenance and lead reclamation.

Funds are available in Account 110.42100.158.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/10/17 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for Orion water meters.

On November 15, 2016 the City of Bartlett requested a quote on 548 Orion utility meters from sole source vendor, United Utilities. On December 8, 2016 the City of Bartlett received a quote from United Utilities for these meters, including installation accessories, in the amount of \$81,189.00.

We recommend the quote be awarded to United Utilities for a total price of \$81,189.00. Funds are available in Account 510.51100.945

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1994)

Meeting: 01/10/17 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Stefanie McGee

Initiator: Rick McClanahan

Sponsors:

DOC ID: 1994

Resolution 01-17, a resolution authorizing the application requesting \$515,690 in Disaster Recovery Grant Program funds to stabilize Fletcher Creek and entrance into all necessary agreements.

WHEREAS, the Department of Housing and Urban Development has funded the Disaster Recovery Grant Program (DRGP) to assist communities within Shelby County Tennessee with unmet housing, infrastructure, and economic revitalization needs; and,

WHEREAS, the State of Tennessee Department of Economic and Community Development administers the DRGP program to eligible local governments; and,

WHEREAS, elected officials of the City of Bartlett have determined that the City could benefit from assistance from the DRGP; and,

WHEREAS, with a DRGP request amount of \$ 515,690.00, the City of Bartlett wishes to submit an application to the DRGP for consideration related to making improvements to a section of Fletcher Creek west of Bartlett Corporate Drive which is experiencing severe bank erosion, bank failure (collapse) and channel scour by stabilizing the banks and constructing an energy dissipation pool on the downstream side of the box culvert under Bartlett Corporate Drive.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett that the Mayor of the City of Bartlett is authorized to submit the application requesting the DRGP funds and enter into any and all agreements and assurances necessary to consummate the project.

Adopted this 10th day of January 2017.

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/10/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Site plan contract for Gateway Tire parking lot expansion.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of DECEMBER 5, 2016, approved the Site Plan, Grading, and Erosion Control Plans for GATEWAY TIRE PARKING LOT EXPANSION, and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

I

GENERAL PROVISIONS

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

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

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said

agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

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

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

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

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of

secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

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

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

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

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

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

VI

BONDING REQUIREMENTS

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

VII**HOLD HARMLESS**

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

SPECIAL CONDITIONS (None)

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL
PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS
HEREINBEFORE DETAILED FOR:
GATEWAY PROPERTIES, L.P.

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

- | | | |
|----|---|------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$250.00) | <u>\$37.50</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$250.00 | <u>\$15.00</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$5,660.00 \$84.90 | <u>\$175.00</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$50.00 | <u>\$0.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service
(Paid under Original S/D Contract) | <u>\$0.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost \$169.80
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$5,660.00 | <u>\$300.00</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | |

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre = \$33 per Front Foot x <i>Paid under previous S/D Contract</i>	<u>\$0.00</u>
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DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500) (Paid under previous S/D Contract)	<u>\$ -</u>
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)	<u> </u>
9	City portion of Water Improvements	N/A
TOTAL DUE CITY		\$527.50

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)	\$ -
2. Street Light (Estimated (Street Light Removal)	\$ -
TOTAL DUE II	<u>\$ -</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) **\$5,660.00**

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: GATEWAY PROPERTIES, L.P.

By:_____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/10/17 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Stefanie McGee
Department Head: A. Keith McDonald

Appoint Vice Mayor.