



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, NOVEMBER 26, 2024 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Jeremy Wilson, Legacy Church

FUTURE MEETINGS

Family Assistance Commission, December 2 at 6:00 p.m.

Planning Commission, December 2 at 6:30 p.m.

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

City Beautiful Commission, December 5 at 6:30 p.m.

RECOGNITIONS

State of Tennessee Comptroller Budget Recognition (Director of Finance, Dick Phebus)

Government Finance Officers Association Distinguished Budget Presentation (Director of Finance, Dick Phebus)

Purple Heart City Proclamation

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the November 12, 2024 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.

1. Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road.
2. Resolution 36-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the "RS-12" Single Family Residential Zoning District.

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road. (Kim Taylor, Director of Planning and Economic Development)**
- 2 Resolution 36-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the "RS-12" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 3 Second Reading of Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for December 10, 2024.**
- 4 Second Reading of Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for December 10, 2024.**
- 5 Second Reading of Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for December 10, 2024.**

CONSENT AGENDA

No Consent Items

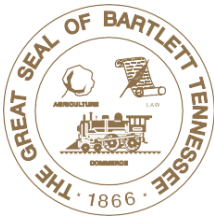
NEW BUSINESS

- 1 Resolution 39-24, a resolution to amend the FY2025 Grants Fund and CIP Fund budgets to recognize State of Tennessee matching grant funding of \$750,000 for Bartlett Parks Department. (Dick Phebus, Director of Finance)**
- 2 Resolution 40-24, a resolution authorizing the City of Bartlett, Tennessee to participate in the Public Entity Partner's Cyber Security Matching Grant Program. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 12, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Monique L. Williams: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by James Farmer, The Lord's Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, November 14 at 6 p.m.

Historic Preservation Commission, November 18 at 6:30 p.m.

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

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

Design Review Commission, November 19 at 6:30 p.m.

RECOGNITIONS

Boy Scout Ben Williams with Troop 450 was recognized. He is working on his Citizenship in Community badge.

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

MINUTES ACCEPTANCE

Minutes of the October 22, 2024 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Nov 12, 2024 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [5 TO 0]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, Monique L. Williams, Jack Young, Kevin Quinn
ABSTAIN:	David Reaves

UNFINISHED BUSINESS

I Second Reading of Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning Kim Taylor explained that this ordinance seeks to rezone 4570 Billy Maher Road, known as the Stelling Property, from RS-18, 1800 square foot lots, to RS-12, 1200 square foot lots.

Alderman Reaves questioned the impact on the surrounding neighborhoods of Castleridge, Bluffs of Winding Oaks, and Ravencrest.

Alderman King stated that with development costs so high, the developer needed more lots. Home sizes would remain the same, but with smaller lots.

Ms. Taylor said the home cost would be approximately \$400,000.00.

Vice Mayor Young explained that the Planning Commission had varied the setbacks.

Alderman Reaves asked if the rezone failed if it would kill the project.

It was discussed that if the property remained zoned RS-18, it would not be cost effective for the developer to continue.

Alderman Reaves inquired regarding fencing.

Ms. Taylor explained that construction and final plans still would go before the Planning Commission and fencing could be a requirement for the Home Owners Association.

Alderman Reaves asked if there were examples of successful rezoning to smaller lots. Ms. Taylor stated that most started as smaller lots, but would request smaller setbacks.

RESULT:	APPROVED ON SECOND READING [5 TO 1]	Next: 11/26/2024 6:00 PM
MOVER:	Brad King, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Brad King, Robert Griffin, Monique L. Williams, Jack Young, Kevin Quinn	
NAYS:	David Reaves	

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Monique L. Williams, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

I Dispense with second Board of Mayor and Aldermen meeting in December. (David Parsons, Mayor)

Minutes Acceptance: Minutes of Nov 12, 2024 6:00 PM (MINUTES ACCEPTANCE)

2 Bid for emergency equipment and installation in police vehicles. (Jeff Cox, Police Chief)

Recommend accepting the lower bid from ComServ Wireless at a cost of \$81,737.00. Funds are available in Account 110.42100.935.

NEW BUSINESS

I Approval for Banking Services/First Horizon Bank and Investment Services from Pinnacle Financial Partners. (Dick Phebus, Director of Finance)

Alderman Quinn requested to remove this item from the Consent Agenda for discussion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

2 Resolution 37-24, a resolution authorizing the Mayor to sign a proclamation establishing the City of Bartlett as a Purple Heart City. (David Parsons, Mayor)

Mayor Parsons explained that this resolution would authorize a submittal of a proclamation for the City of Bartlett to be designated a Purple Heart City. The City's Purple Heart designee is Walter K. Singleton.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kevin Quinn, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

3 Resolution 38-24, a resolution to amend the FY2025 Grants Fund budget to recognize State of Tennessee, Tennessee Corrections Institute Grant for \$14,330 to the Bartlett Police Department for public safety and training-related equipment purposes. (Dick Phebus, Director of Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

4 First Reading of Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning Kim Taylor shared the following information with the Board:

Bell-Martin House

The property owners Carmen and Darlene Bell of 3101 Court Street within the Bartlett Historic District are requesting Board of Mayor and Aldermen approval to make the property a local landmark. The home was built in 1923 by the Martin family. According to the register of deeds, the home was later owned by the Salley family, the Cauldwell family, and the Treadway family. The house was purchased by Carmen and

Darlene Bell in 1978. Carmen is one of the founding members of the Bartlett Historical Society and was the former member and chairman of the Bartlett Historic Commission.

This request went before the Historic Preservation Commission on Sept 16, 2024, and the Planning Commission on Nov 4, 2024, and comes with a favorable recommendation.

Alderman Reaves asked what the requirements were to make a historic landmark.

Alderman Quinn stated there were several factors including the age of the home and the historical significance.

Alderman Reaves asked if the owners had been vetted and if some additional feedback could be brought to the Board before final passage on each of these ordinances regarding historic landmark designations. He indicated that he did not want to approve a historical landmark if there were negative associations with the properties.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/26/2024 6:00 PM
MOVER:	Robert Griffin, Alderman
SECONDER:	Kevin Quinn, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

5 First Reading of Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning Kim Taylor shared the following information with the Board:

Tatum-Peterson House

The property owners of 2991 Sycamore View Road, located within the Bartlett Historic District are requesting Board of Mayor and Aldermen approval to make the property a local landmark. The property sits at the northwest corner of Sycamore view RD and Woodlawn ST., and it is the original site of Woodlawn Lodge (Masonic) built in 1866. The lodge moved and the building was sold to John Tatum in 1906. Mr. Tatum owned Tatum's Grocery on Stage Rd. Tatum and his family lived in the house, and he served as a Bartlett Alderman. He died in 1928, and his family remained in the home.

The son of John Tatum, James Hood Tatum and James' two sisters along with one of their husbands demolished the house or lodge and built another house which exist today. James Tatum served as Bartlett Mayor from 1930-1933. He later died in 1961 and is buried in the Bartlett-Ellendale Cemetery.

Mayor James Tatum's daughter Irma and her husband Hugh Peterson moved in the house and lived there until they passed away in the years 2000 and 2010. Their daughter Debby Peterson Brown continues to live in the house today.

This request went before the Historic Preservation Commission on Sept 16, 2024, and the Planning Commission on Nov 4, 2024 and comes with a favorable recommendation.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/26/2024 6:00 PM
MOVER:	Robert Griffin, Alderman
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

6 First Reading of Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning Kim Taylor shared the following information with the Board:

Pruden-Millikin House

The property owner of 2923 Sycamore View Road, located within the Bartlett Historic District is requesting Board of Mayor and Aldermen approval to make the property a local landmark. The owner of the property was Romulus Alpha Pruden, a distant relative of G.M. Bartlett. Pruden was a Confederate in

the Civil War. Prudent bought the lot from G.M. Bartlett and built the home on it in 1869. The lot is noted as lot 8 on the original township plat for the City of Bartlett. Pruden died in 1871 at age 39. However, his family continued to live there until 1890. The house was sold to Walter and Julia Smith who were the grandparents of W.J. Freeman. The home was later sold to Judge Freeman Marr in 1980. It was later purchased in 2005 by Robert and Patricia Millikin. The Millikins began extensive restorations. Robert Millikan died in 2006, however Patricia Millikan completed the restorations and added an addition to the house with an attached garage.

This request went before the Historic Preservation Commission on Sept 16, 2024, and the Planning Commission on Nov 4, 2024 and comes with a favorable recommendation.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/26/2024 6:00 PM
MOVER:	Brad King, Alderman
SECONDER:	Kevin Quinn, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

OPEN DISCUSSION

Mayor Parsons advised the public in attendance that the Quail Ridge Golf Course closed business last week. The City has reached out to the owner and a meeting has been scheduled to discuss their plans for the golf course. Administration is gathering information for potential options.

Mayor Parsons responded to interest in reducing or eliminating fluoride in Bartlett's water. He shared that the EPA's maximum allowance is 4.0 mg/L. Bartlett's fluoride level is between .03 and .05 mg/L, well below the maximum. Currently the City's cost of adding fluoride to Bartlett's water is \$25,000.00 per annum. Administration and Director of Engineering John Horne are researching options for lowering or eliminating fluoride from Bartlett water. The Mayor also stated that the City is watching for anticipated Federal mandates regarding fluoride levels.

Bartlett Library Director Felicia Knox announced the Bartlett Library's new Veteran's Program. The services are available on Tuesdays and Wednesdays from 10 a.m. to 1 p.m. where veterans may meet with a Veteran Services Officer and obtain assistance for healthcare, housing, etc.

Pierce Cannon, Director of Membership and Community Development with the Bartlett Area Chamber of Commerce announced the Christmas Market this Friday and Saturday, November 15 and 16 at W.J. Freeman Park. The annual Christmas tree lighting is Friday at 6 p.m., with Santa arriving at 5:30 p.m. The hours of the Christmas Market on Saturday are 9 a.m. to 4 p.m. Santa Claus will be in attendance between 10 a.m. and noon.

Dennis Vawter, 4158 Green View Dr., spoke regarding the Quail Ridge Golf Course.
Stephen Carrigan, 7008 8th Rd., spoke regarding fluoride in Bartlett's water.

ADJOURNMENT

Meeting adjourned at 6:54 PM

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Minutes Acceptance: Minutes of Nov 12, 2024 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3666)

Meeting: 11/26/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3666

Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road.

WHEREAS, an application has been received to rezone property described herein from "RS-18" Single Family Residential to "RS-12" Single Family Residential; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 7th day of October 2024, and notice thereof published in *The Bartlett Express*, and made a favorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 26th day of November 2024, and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby rezoned from "RS-18" to "RS-12":

Being a description of the Thomas Stelling, et.al. Tracts as recorded by Z4 4730, 13012665, 13012666, & AR 9281 in the Registers Office of Shelby County, Tennessee. Property located in Bartlett, Shelby County, Tennessee and more particularly described as follows:

Beginning at a point being the northwest corner of First Addition, Winding Oaks P.D. as recorded by P.B. 207, PG 8; thence along the north line of the said Stelling tracts, the south line of Ravencrest P.D., Ph. 3 (P.B. 223, PG 33) and the south line of the Farley Property S86°53'39"W a distance of 1587.75 feet to a point in the centerline of Billy Maher; thence S03°52'29"E along said Billy Maher Road a distance of 614.85; thence along a curve to the right having a radius of 800.00 feet and an arc length of 156.60 feet; thence continuing along the centerline of Billy Maher Road S07°20'27"W a distance of 44.65 feet to a point; thence along the north line of the Bessie Y. McGhee property, Instrument Number KT-9258 N86°00'00"E a distance of 1689.73 feet to a point; thence N06°30'48"W a distance of 247.55 feet to a point; thence N83°03'12"E a distance of 213.37 feet to a point in said west line of Winding Oaks then along said west line the following courses: N38°50'03"W a distance of 109.12 feet to a point; thence N23°43'02"W a distance of 379.66 feet to a point; thence N44°41'55"W a distance of 135.57 feet to the Point of Beginning and containing 31.51 acres of land.

SECTION 2. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE - This Ordinance shall be effective from and after its final

passage, the public welfare requiring it.

First Reading: October 22, 2024

Second Reading: November 12, 2024

Third Reading: November 26, 2024

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
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 Rezoning

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

Requested Zoning RS-12
Property Address 4570 BILLY MAHER RD.
Present Zoning RS-1B
Owner/Developer Contact JIM CORTIS - GBI CONTRACTING Phone 901.351.5375
MARC STOLLING Fax _____
Company Name _____
Address 4570 BILLY MAHER RD.
Architect Contact _____ Phone _____
Company Name _____ Fax _____
Address _____
Engineer Contact DAVID BLAY Phone 901.383.8668
Company Name THE BLAY FIRM Fax _____
Address 2950 STAGE PLAZA N. BARTLETT, 38134

Submitted by DAVID BLAY (printed name) [Signature] (signature) 09.03.24 (date)
Email Address dgray@connect.com Phone 901.383.8668 Fax _____

- dyb Attach a checked-off "Rezoning Checklist" and all items required therein.
dyb Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
dyb Provide 18-folded ($\pm 10'' \times 13''$) sets of plans with a copy of the signed application attached to each set.
dyb 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.
dyb Include a fee with this application (check payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$100 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.

(print name)

(signature)

(date)

RECEIVED

SEP 03 2024

CITY OF BARTLETT

THE BRAY FIRM
LAND DEVELOPMENT
SERVICES

Telephone 901-383-8668

2950 Stage Plaza North
Bartlett, Tennessee 38134

September 3, 2024

Sam Harris
Senior Planner
City of Bartlett
Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Stelling Planned Development
Request zoning change from RS-18 to RS-12
Bartlett, Tennessee

Mr. Harris:

Per this letter, we are requesting rezoning of the 31+- acres identified as 4570 Billy Maher Road from RS-18 to RS-12. As you will recall, a previous application was submitted on this property conforming to the density of the RS-18 zoning district. However, the site development projections did not allow that plan to move forward to construction. The owner, Mark Stelling, and the applicant, Jim Curtis (GBI Contracting) are trying to find a viable option to develop this tract and bring new single family residences to the northwest portion of Bartlett. We believe that with the new masterplan (submitted concurrently) and the requested change in zoning this will be a viable project and an asset to this area of Bartlett.

Thank you for considering this request. If you have any questions or need any additional information, please contact me.

Sincerely,


David Gean Bray, P.E.

RECEIVED

SEP 03 2024

CITY OF BARTLETT

Attachment: Stelling PD Rezoning (3666 : Ord. 24-10 Rezone Property on Billy Maher Rd)

Stelling Manor PD

Proposed General Sub Requirements & Restrictions

Date: September 30, 2024

Subject: 94 Single Family Building Lots, 31.51 acres.

Location: 4570 Billy Maher Rd. Bartlett.

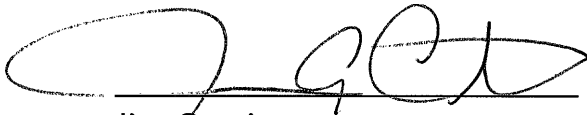
HOA: PD governed by Homeowner Association, to own/maintain all common areas and amenities. Including landscaping, fencing signage, etc.

Architectural Review/Requirements: An Architectural Review Committee will be in place to approve all house plans, to include design style, building materials, color selections, etc. Approval must be given prior to start of construction, and/or improvements after construction. All fencing must have approval prior to installation.

Design Requirements: 2,000 sf minimum heated/1,850 sf ground floor min heated. 2 car garage min - 3 car max. Architectural/dimensional type roofing shingle. 80% brick/stone (front elevation to be all brick/stone). Wood Clad or Vinyl windows (no aluminum). All garage doors to be carriage style, garage coach lights, roof vents painted. Yards to be professionally landscaped and fully sodded.

Other; No direct access from Billy Maher rd. to any lot. Subdivision entrance sign to be professional designed and have electricity & irrigation. Fencing along Billy Maher rd. on common area at lots 1 -4.

Other general and typical subdivision requirements and restrictions as found on single family residential Planned Developments.



Jim Curtis
GBI Contractors

Attachment: stelling letter (3666 : Ord. 24-10 Rezone Property on Billy Maher Rd)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3680)

Meeting: 11/26/24 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Penny Medlock
Initiator: Kim Taylor
Sponsors:
DOC ID: 3680

Resolution 36-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the “RS-12” Single Family Residential Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road within the “RS-12” Single Family Residential Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “RS-12” Single Family Residential Zoning District to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed a conjunctive proposal to rezone the subject property from “RS-18” Single Family Residential to “RS-12” Single Family Residential on Monday, October 7, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road on Monday, October 7, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of November, 2024, and approved the Special Use Permit to allow a Planned Unit Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road, subject to the following conditions:

Engineering Conditions:

General:

1. A Residential Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org <mailto:dhubbard@cityofbartlett.org> and ecampbell@cityofbartlett.org <mailto:ecampbell@cityofbartlett.org> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

3. A SWPPP and a TDEC permit may be required. A Notice of Intent (NOI) shall be submitted to TDEC with a copy provided to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Easements should be shown on all plan sheets.
6. Coordination with MLG&W is required for relocation of existing fire hydrant and power poles.
7. Orange vinyl fence shall be installed to clearly mark the “limit of disturbance” as shown on the plans.
8. A traffic control plan will be required.
9. Correct all markups.

Plat:

10. Sewer easements needs to be added.
11. Drainage easements need to be added.
12. Lots 1, 2, 3, 4, 58, 59 & 94 are to have no direct driveway access onto Billy Maher Rd.
13. Show COS A&B to be owned and maintained by the HOA.
14. The planned detention basin in COS B needs to be shown as a separate COS to be owned and maintained by the HOA.
15. Need to show the stream buffer and label as non-buildable greenbelt. Greenbelt shall be dedicated to City of Bartlett Parks Department.
16. The portion of COS B along the northern edge of the planned development needs to be shown as a separate COS to be owned and maintained by the HOA.
17. Minimum floor elevations may be required for some lots.
18. A sidewalk chart is required. Wheelchair ramps on all corners.

Sanitary Sewer:

19. Eliminate one of the services to lot 20.
20. Change construction notes to reflect information for the City of Bartlett.
21. A structure and pipe table is required.
22. A plan and profile is required.
23. This PD will potentially discharge into the Billy Maher Sewer pump station. A flow analysis must be conducted to see if this pump station and/or forcemain must be upgraded.

Erosion Control Plan:

24. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
25. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
26. Metal posts with wire-backed fence are required on the proposed silt fences.
27. Details for inlet protection are required.
28. The TDEC permit number shall be shown.

Grading and Drainage:

29. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100 year storms.
30. An ARAP may be required for the discharge of pipe to the Stream, the developer is responsible for verifying this discharge with TDEC.
31. More offsite area should be included for adequate review of drainage, and the need for additional drainage structures.
32. Existing pond outline shall be shown. A TDEC permit may be required regarding the filling of the pond and relocation of natural wild life. A geotechnical design to include soil boring must be submitted for the removal of soil and backfill of the pond area including and around the existing pond to insure proper proposed soil density is achieved. **On each Lot within the current pond:** Prior to issuance of building permits, Bartlett Code Enforcement will require that each Lot in the S/D have (1) Soil Boring, an engineered slab design, and an Engineer's certification of the work completed.
33. Structure and pipe table required.
34. Plan and profile required.

Billy Maher Rd right of way is currently owned and maintain by Shelby County. The following comments are required for their approval:

35. A trip generation study would be required.
36. Road widening and improvements would be required on Billy Maher Rd. Dedication right turn lane and associated required taper. Dedication left turn lane and associated required taper. A striping plan will be required.

Planning Comments:

1. A Planned Development usually provides common amenities for the residents. Staff recommends adding a walking trail around the detention area and greenbelt on Common Open Space B.
2. This revised planned residential development is concurrently being rezoned from "RS-18" to "RS-12". Should the application for rezoning not be approved, then the planned residential development will be denied. The applicant could proceed with the approved 62 lot development utilizing the "RS-18" Zoning.

Planning Conditions:

1. Staff recommends the developer institute a fence template for the properties along Billy Maher Road.

2. The applicant shall put a fence and landscape plate along the north property line.
3. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
4. The applicant shall include a tree survey with a tree table.
5. The applicant shall include a landscape plan for the common open spaces.
6. If the proposed setbacks for the PD are approved by the Planning Commission, then the applicant shall add the following restrictions to the final plat:
 - 8,000-square feet minimum lot size
 - 65-feet minimum lot width at the front building setback line.
7. The applicant will need to add a note to the plat to deny driveway access to Billy Maher for Lots 1, 2, 3, 4, 58, 59, and 94.
8. A note shall be added to the plat stating that the Stelling Planned Development requires a homeowner's association to be formed to maintain all common amenities, landscaping, subdivision fence, subdivision sign, and other features.
9. Ownership and maintenance responsibilities of Common Open Space B shall be listed on the Plat.
10. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
11. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
12. 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.
13. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
14. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

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

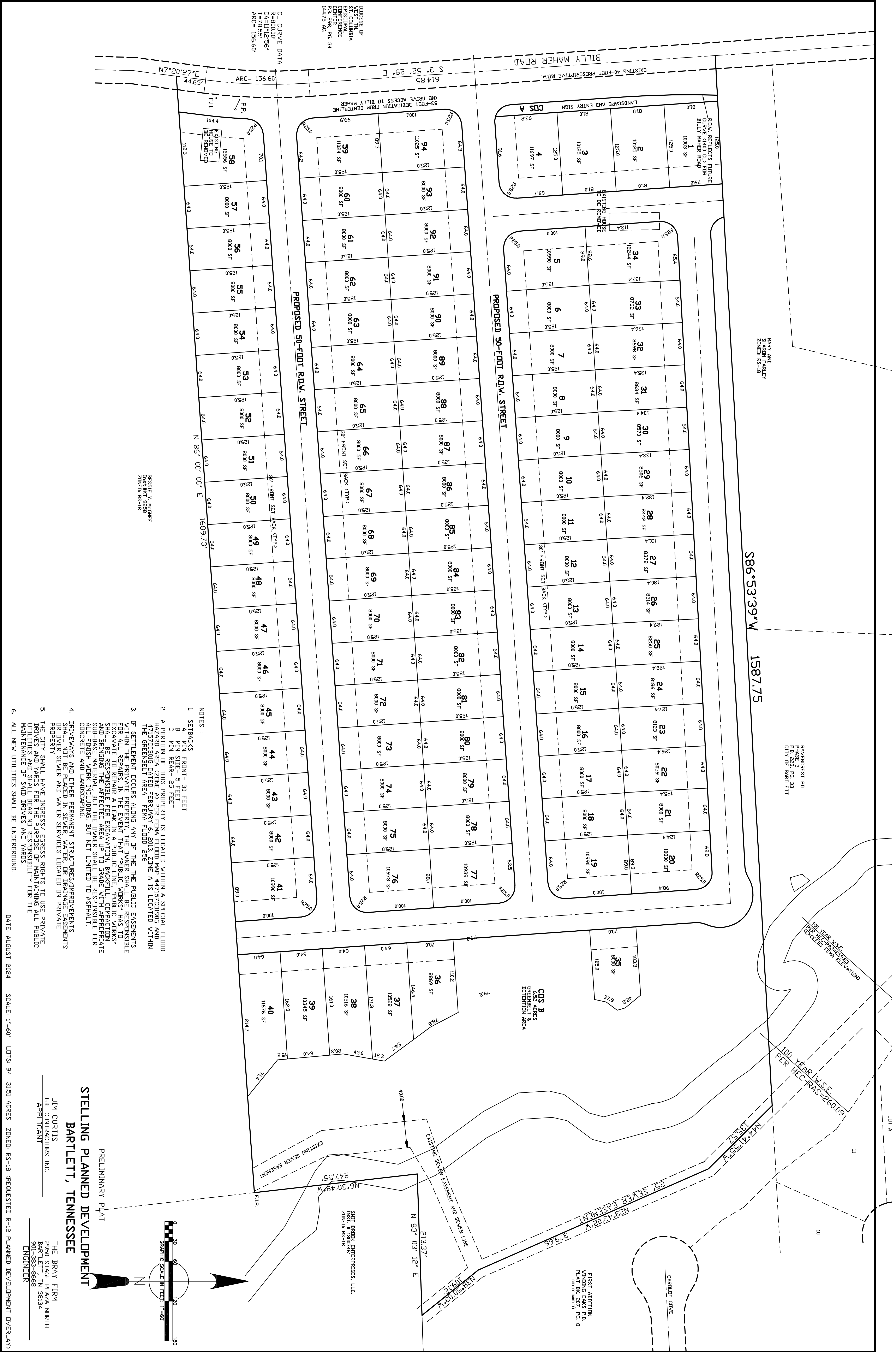
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Planned Residential Development to be located at the Thomas Stelling et al. Tracts on Billy Maher Road, incorporating the above listed conditions, is approved.

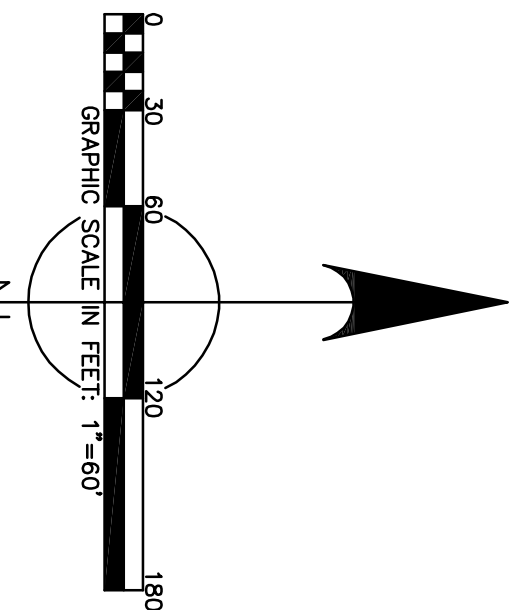
ADOPTED THIS 26th DAY OF NOVEMBER, 2024.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk





STELLING PLANNED DEVELOPMENT

JIM CURTIS
CSBI CONTRACTORS INC
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

SMITHBROOK ENTERPRISES, LLC
INST. # 13003461

FIRST ADDITION
WINDING OAKS P.D.
PLAT BK. 207, PG. 8
CITY OF BAELETT

DATE: AUGUST 2024

SCALE: 1"=60'

LOTS:

81.51 AC

ZON

RS-18

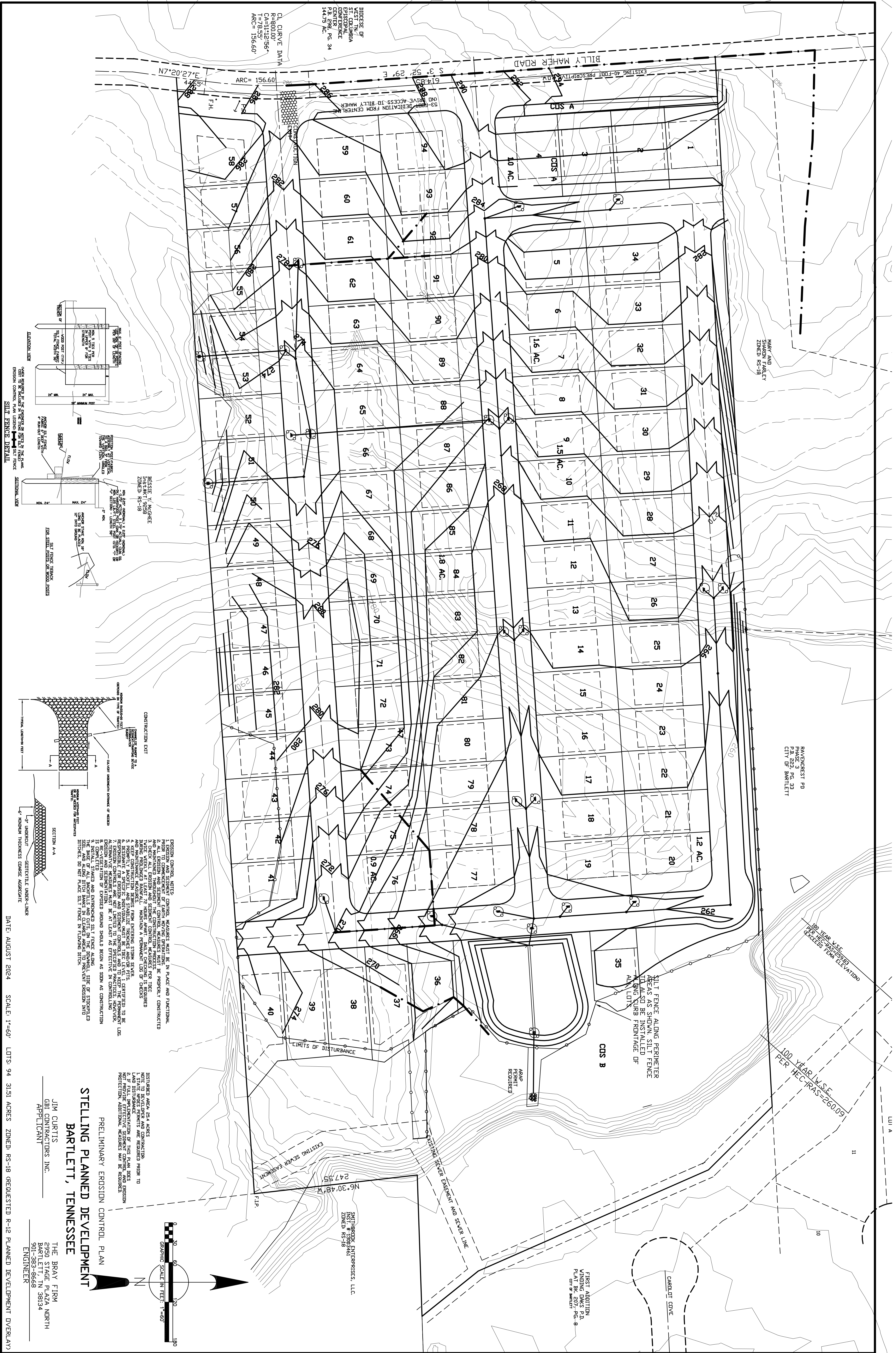
REQUEST

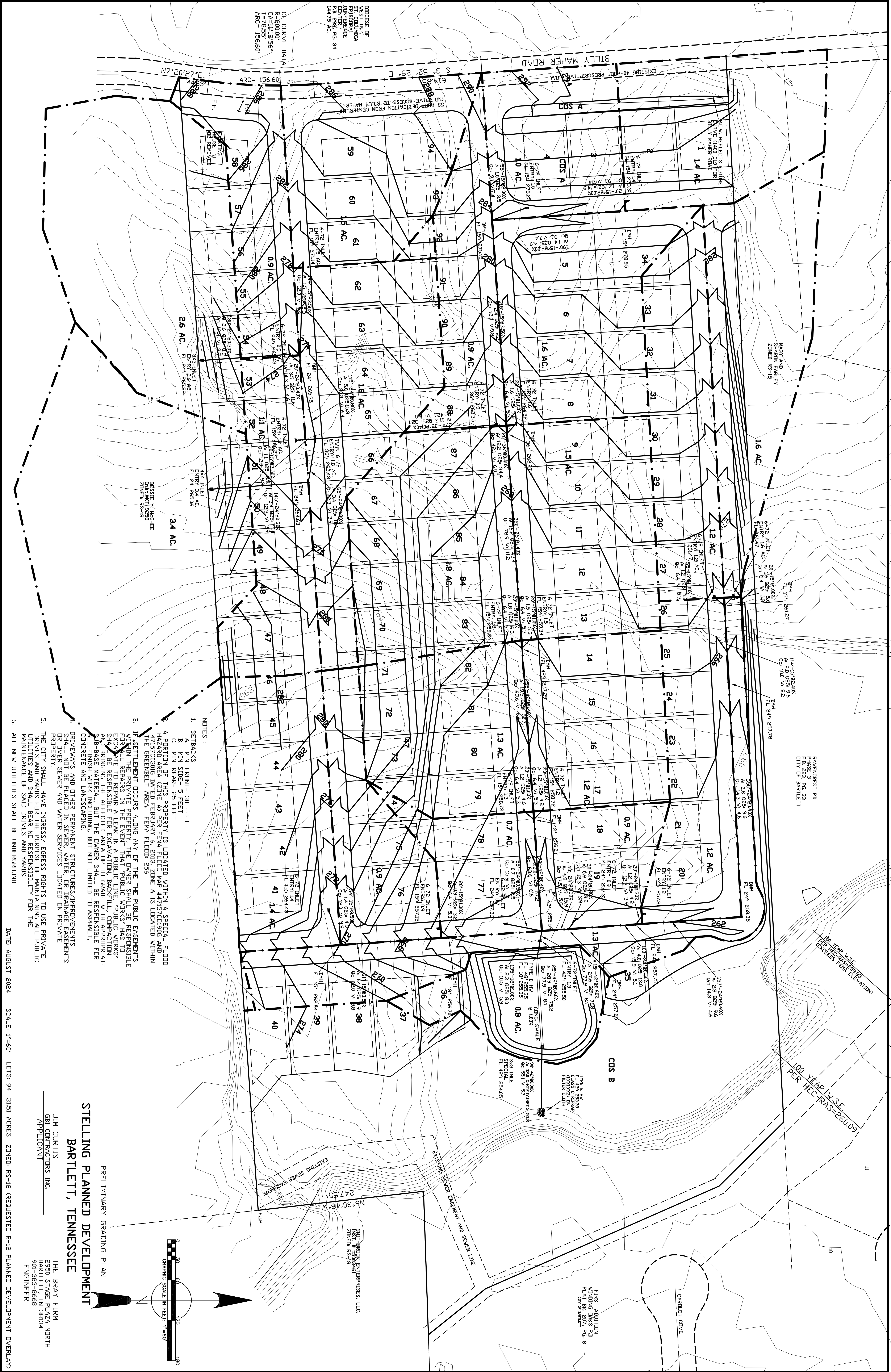
R-12 F

ANNEX I

ELDPME

OVERLAY)





- NOTES :
1. SETBACKS
A. MIN. FRONT - 30 FEET
B. MIN. SIDE - 5 FEET
C. MIN. REAR - 25 FEET
 2. A PROPOSED LOT LINE AND PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE A) PER FEMA FLOOD MAP #47157C0300 AND 47157C0300 DATED FEBRUARY 6, 2013. ZONE A IS LOCATED WITHIN THE GREENBELT AREA. FEMA FLOOD 256
 3. IF SETTLEMENT OCCURS ALONG ANY OF THE PUBLIC EASEMENTS WITHIN THE PRIVATE PROPERTY, THE OWNER SHALL BE RESPONSIBLE FOR ALL REPAIRS IN THE EVENT THAT "PUBLIC WORKS" HAS TO EXCAVATE TO REPAIR A LEAK IN A PUBLIC LINE. "PUBLIC WORKS" SHALL BE RESPONSIBLE FOR EXCAVATION, BACKFILL, COMPACTION AND BRINGING THE AFFECTED AREA UP TO GRADE WITH APPROPRIATE SUB-BASE MATERIAL, BUT THE OWNER SHALL BE RESPONSIBLE FOR ALL FINISH WORK INCLUDING, BUT NOT LIMITED TO ASPHALT, CONCRETE AND LANDSCAPING.
 4. DRIVEWAYS AND OTHER PERMANENT STRUCTURES/IMPROVEMENTS SHALL NOT BE PLACED IN SEWER, WATER, OR DRAINAGE EASEMENTS PROPER SEWER AND WATER SERVICES LOCATED ON PRIVATE PROPERTY.
 5. THE CITY SHALL HAVE INGRESS/ EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SANITATION AND RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.
 6. ALL NEW UTILITIES SHALL BE UNDERGROUND.

DATE: AUGUST 2024 SCALE: 1"=60' LOTS: 94 31.51 ACRES ZONED: RS-18 (REQUESTED R-12 PLANNED DEVELOPMENT OVERLAY)

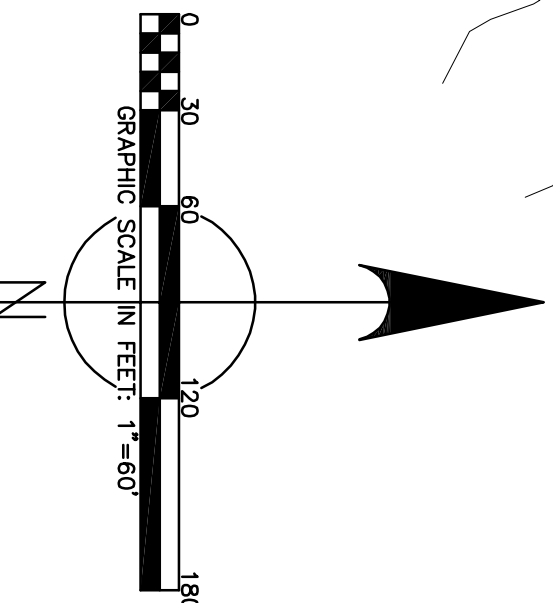
STELLING PLANNED DEVELOPMENT

BARTLETT, TENNESSEE

PRELIMINARY GRADING PLAN

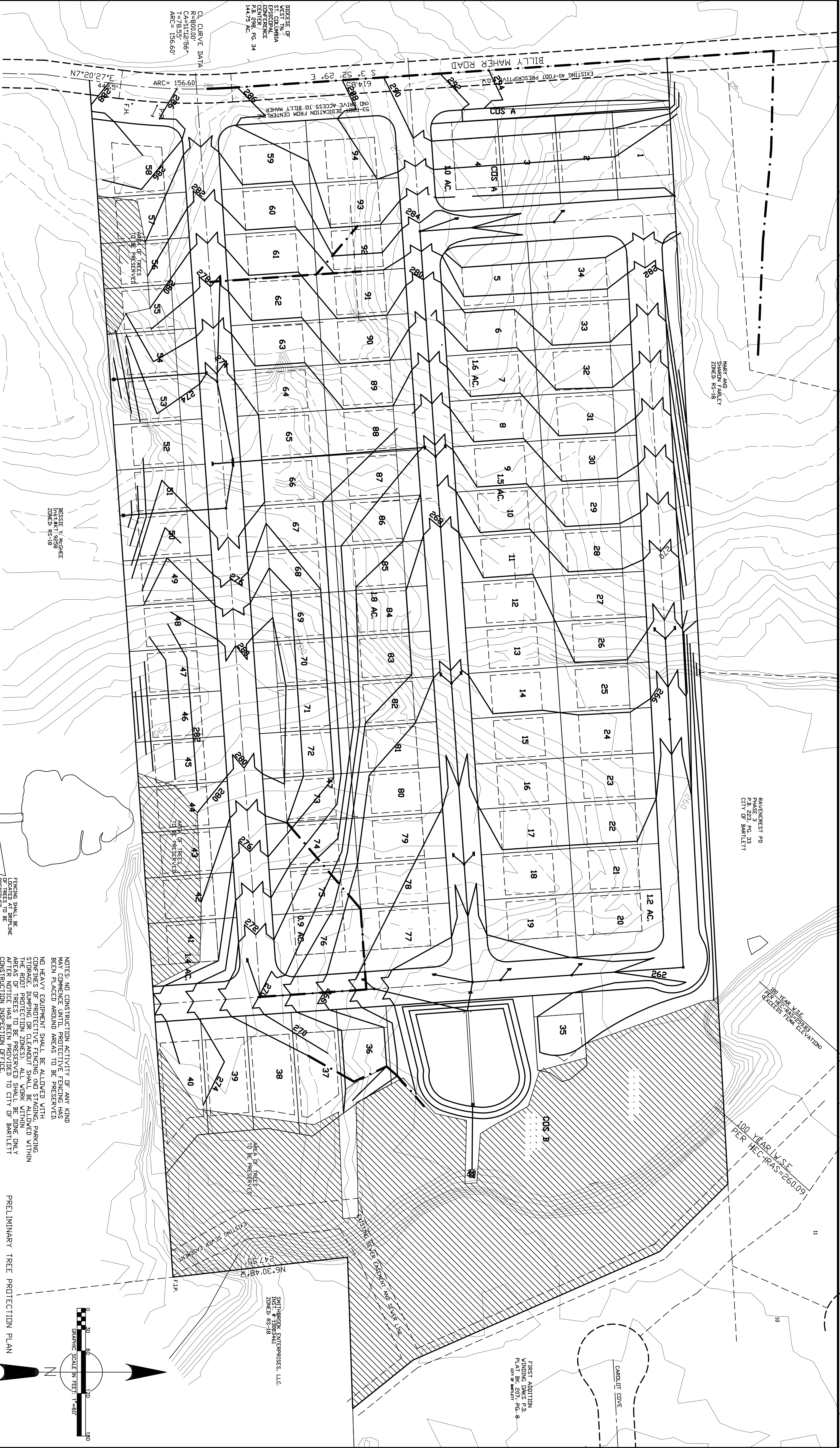
JIM CURTIS
GRI CONTRACTORS INC.
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER



SMITHBROOK ENTERPRISES, LLC.
1511-1513-1515
ZONED RS-18

FIRST ADDITION
VANDING DMS P.D.
PLAT BK. 207, PG. 8
CITY OF BARTLETT



DIOCESSE OF
ST. JOSEPH
EPISCOPAL
CONFERENCE
P.B. 298, PG. 34
144.75 AC

C. CURVE DATA
R=800.00'
CA=112.56'
EA=83.52'
ARC=156.60'

MARY AND
SHARON FARLEY
ZONED RS-18

RAVENCREST PD
P.B. 223, PG. 33
CITY OF BARTLETT

100 YEAR USE
PER HEC-RAS-26000
ELEVATION

100 YEAR USE
PER HEC-RAS-26000
ELEVATION

FIRST ADDITION
VANDING DKS P.D.
PLAT BK. 207, PG. 8
CITY OF BARTLETT

SMITHBROOK ENTERPRISES, LLC
P.B. # 13082461
ZONED RS-18

AREA OF TREES
TO BE PRESERVED

BESSIE V. MCGHEE
P.B. # 121, PG. 33
ZONED RS-18

NOTES: NO CONSTRUCTION ACTIVITY OF ANY KIND
MAY COMMENCE UNTIL PROTECTIVE FENCING HAS
BEEN PLACED AROUND AREAS TO BE PRESERVED.
NO HEAVY EQUIPMENT SHALL BE ALLOWED WITHIN
THE ROOT PROTECTION ZONES. ALL WORK WITHIN
AREAS OF TREES TO BE PRESERVED SHALL BE DONE ONLY
AFTER NOTICE HAS BEEN PROVIDED TO CITY OF BARTLETT
CONSTRUCTION INSPECTION OFFICE.
TREE FENCING TO BE INSTALLED PRIOR TO
COMMENCEMENT OF CONSTRUCTION

PRELIMINARY TREE PROTECTION PLAN
STELLING PLANNED DEVELOPMENT
BARTLETT, TENNESSEE

JIM CURTIS
GBI CONTRACTORS INC.
APPLICANT

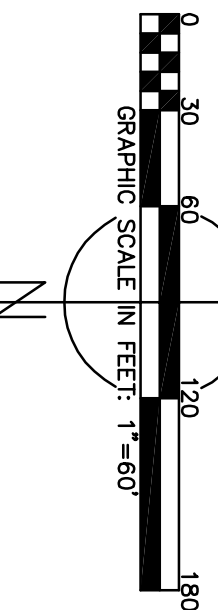
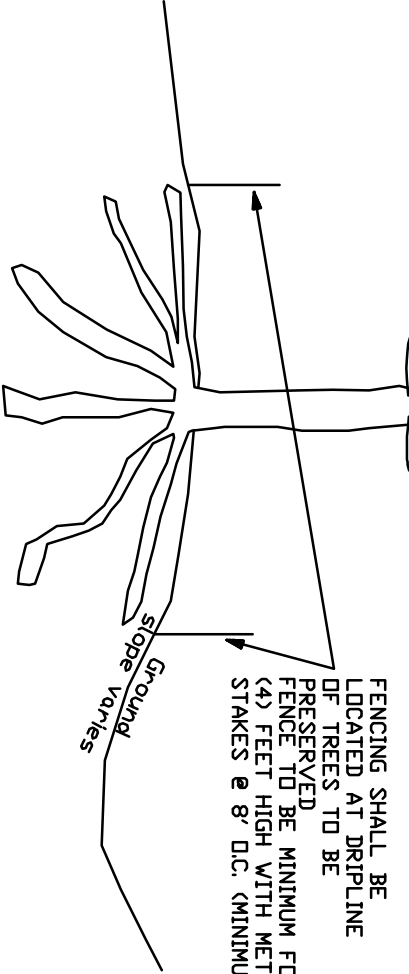
THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

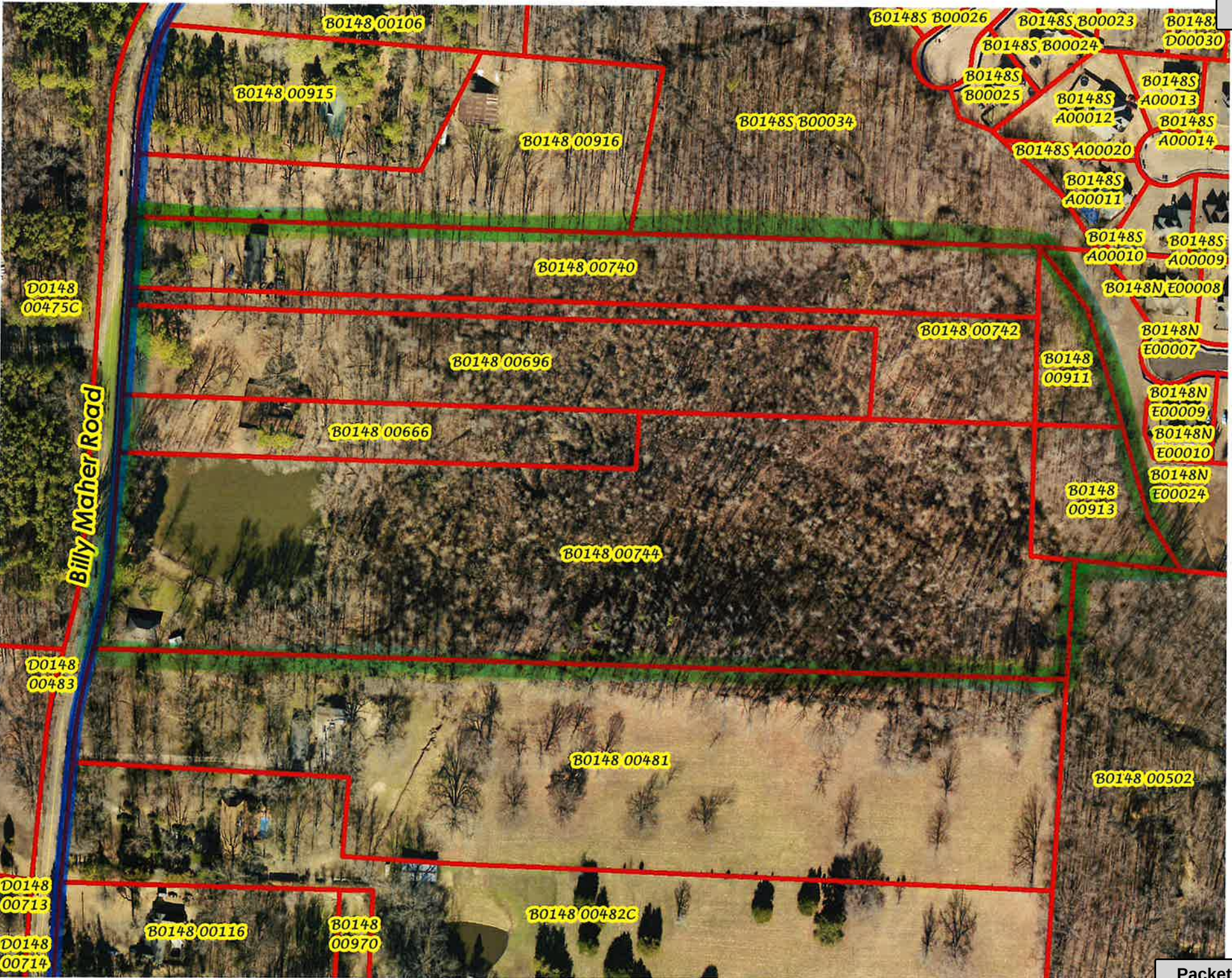
LOCATION OF ORANGE PROTECTIVE FENCING
N.T.S.

DATE: AUGUST 2024

SCALE: 1"=60'

LOTS: 94 31.51 ACRES ZONED RS-18 (REQUESTED R-12 PLANNED DEVELOPMENT OVERLAY)







Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3673)

Meeting: 11/26/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3673

Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark.

WHEREAS, an application has been received to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 10th day of December, 2024 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The property described as follows is hereby designated as Historic Landmark HL-13, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Bell-Martin House":

Property located at 3101 Court Street a/k/a the Bell-Martin House identified as Shelby County Tax Parcel B0156 00500.

SECTION 3. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 12, 2024

Second Reading: November 26, 2024

Third Reading: December 10, 2024

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

PLANNING COMMISSION

Monday, November 4, 2024 - 6:30 P.M.

Bartlett City Hall Assembly Chamber

Staff Comments

NEW BUSINESS

Public Hearing

Planned Development

1. **Bartlett Boulevard & Yale Road Planned Development, Parcel B015700333 (David Bray, The Bray Firm)**

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located at the southeast corner of Yale at Bartlett Boulevard, and it is within the "RS-10" Single-Family Residential Zoning District.

BACKGROUND: The 3.66-acre subject property was created by deed May 1982.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop the 3.66 acres of land into an 8-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,580 square feet to 23,245 square feet. Housing density is 3.5 units per acre and the minimum yard setbacks are:

<u>Actual</u>	<u>RS-10 Zoning District</u>
A. Front – 30 feet Yale/ 40 feet Bartlett Boulevard	Front – 30 feet
B. Side – 5 feet	Side – 5/10 feet
C. Rear – 25 feet	Rear – 25 feet
D. Width – 65.05 feet	Width – 80 feet

The proposed planned development features a 43,757 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road.

Recommendation: Approval of a favorable recommendation by the Planning Commission to the Board of Mayor and Aldermen with conditions.

Attachment: PC COM NOV 24 (3673 : Ord. 24-11 Bell-Martin Landmark)

Engineering Conditions:**General:**

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/ Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP, a TDEC permit, and an ARAP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired it shall be shifted to the west to line up or offset west of the street on the north side.
5. The developer shall add a turnaround or hammerhead for trucks on the private drive. Another option would be a right-in-right-out connection to Bartlett Blvd.
6. All new utilities shall be underground.
7. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

8. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
9. Area for storm water detention is to be shown and labeled non-buildable.
10. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
11. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
12. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

- 13. Detention shall be shown.
- 14. Road width and radius of development access road needs to be enlarged.
- 15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

- 16. Sewer profile will be required.
- 17. Structure and pipe data shall be shown with space provided for as-builts.
- 18. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
- 19. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan:

- 20. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
- 21. EPSCs shall be shown in areas of off-site sewer installation.
- 22. An additional sheet is required for final stabilization of the site.
- 23. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan:

- 24. Detention will be required, provide detention analysis.

Planning Comments:

- 1. Staff recommends the front yard setback for Bartlett Boulevard be adjusted to 30 feet in order to make room for the realignment of the private drive with Countryhill Drive.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
7. 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.
8. 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.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

Site Plan**2. Shadowlawn Park Improvements, 4734 Shadowlawn Road (Paul Wright, Director of Parks and Recreation)**

INTRODUCTION: Mr. Paul Wright, Director of Parks and Recreation, is requesting Planning Commission approval of a revised Site Plan for Shadowlawn Park improvements. The subject property is located at 4734 Shadowlawn Road within the "POS" Public Open Space Zoning District.

BACKGROUND: The subject property was annexed by the City of Bartlett in 1997. In May 2005, Shelby County transferred Shadowlawn Park to the City of Bartlett by recorded deed 05074487.

DISCUSSION: The specific request by the applicant is for a revised Site Plan for the following improvements: resurface the existing parking lot and add new

ADA parking, add a new 50 space parking area, add a new accessible playground, add new ADA compliant restrooms and a concession stand, and add new ADA compliant walking paths.

Recommendation: Approval with conditions.

Engineering Conditions: None.

Planning Conditions:

1. The applicant shall maintain the paved walking path adjacent to the Shadowlawn Road frontage as it serves students walking to and from the Ninth Grade Academy.
2. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Landmark

3. Tatum-Peterson House, 2991 Sycamore View Road

Deborah Peterson Brown is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2991 Sycamore View Road known as the Tatum-Peterson House. The northwest corner of what is now Sycamore View and Woodlawn was the original site of the Woodlawn Lodge 211 (Masonic) built in 1866. Woodlawn Street is named after the Lodge. In 1906, the Lodge moved to Raleigh due to dwindling membership and the building was sold to John W Tatum. He owned Tatum's Grocery on Stage Road, just to the east of Bartlett Baptist Church. Tatum moved his family (wife and 4 children) into the building. He served as a Bartlett Alderman, the years are unknown. He died in 1928, and his widow and one child remained in the home.

A son, James Hood Tatum, the 2 sisters and a husband, razed the old lodge and built the current house. J H Tatum was Mayor of Bartlett 1930-1933. Mayor Tatum died in 1961 and is buried in Bartlett-Ellendale Cemetery.

Mayor Tatum's daughter Irma and son-in-law Hugh Peterson lived across Sycamore View in a house that no longer remains. After Mayor and Mrs. Tatum passed, the Peterson's moved in to help care for a great aunt who had never married. Hugh died in 2000, and his wife died in 2010. Their daughter Debby Brown had moved in to care for her mother, and Debby continues to live in the house today.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Tatum-Peterson Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

4. Pruden-Millikin House, 2923 Sycamore View Road

Dr. Patricia Millikin is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2923 Sycamore View Road known as the Pruden-Millikin House. Romulus Alpha Pruden was a distant relative of G.M. Bartlett, and his family moved here from North Carolina in the 1840s to farm. Pruden fought as a Confederate in the Civil War. Pruden bought the lot from Bartlett and built the house circa 1869. It is noted as Lot 8 in the original plat for the town of Bartlett (1872). Pruden died in 1871 at age 39. His widow and children continued to live there until the children left home and the widow Pruden sold it in 1890. Walter and Julia Smith bought it and moved their family in. The Smiths were the grandparents of W.J. Freeman. The home stayed in the Smith family until it was sold to Judge Freeman Marr in 1980. It was used as a rental home until being purchased by Robert and Dr. Patricia Millikin in 2005. They began extensive restorations on the house, but Mr. Millikin died in 2006 from leukemia. Dr. Millikin completed the restorations, then began a large addition to the house along with an attached garage building.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Pruden-Millikin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

5. Bell-Martin House, 3101 Court Street

Carman and Darlene Bell are requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 3101 Court Street known as the Bell-Martin House, which was built circa 1923 by the Martin family. According to the Register of Deeds, the home was passed down to the Salley family, the Cauldwell family, and the Treadway family. In 1978, Carman and Darlene Bell purchased the subject property. Carman was one of the founding members of the Bartlett Historical

Society, and he was a long-time member and former chairman of the Bartlett Historic Preservation Commission.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Bell-Martin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3674)

Meeting: 11/26/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3674

Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark.

WHEREAS, an application has been received to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 10th day of December, 2024 and notice thereof published in The Bartlett Express,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The property described as follows is hereby designated as Historic Landmark HL-11, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Tatum-Peterson House":

Property located at 2991 Sycamore View Road a/k/a the Tatum-Peterson House identified as Shelby County Tax Parcel B0156 00223.

SECTION 3. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 12, 2024

Second Reading: November 26, 2024

Third Reading: December 10, 2024

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

PLANNING COMMISSION

Monday, November 4, 2024 - 6:30 P.M.

Bartlett City Hall Assembly Chamber

Staff Comments

NEW BUSINESS

Public Hearing

Planned Development

1. **Bartlett Boulevard & Yale Road Planned Development, Parcel B015700333 (David Bray, The Bray Firm)**

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located at the southeast corner of Yale at Bartlett Boulevard, and it is within the "RS-10" Single-Family Residential Zoning District.

BACKGROUND: The 3.66-acre subject property was created by deed May 1982.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop the 3.66 acres of land into an 8-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,580 square feet to 23,245 square feet. Housing density is 3.5 units per acre and the minimum yard setbacks are:

<u>Actual</u>	<u>RS-10 Zoning District</u>
A. Front – 30 feet Yale/ 40 feet Bartlett Boulevard	Front – 30 feet
B. Side – 5 feet	Side – 5/10 feet
C. Rear – 25 feet	Rear – 25 feet
D. Width – 65.05 feet	Width – 80 feet

The proposed planned development features a 43,757 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road.

Recommendation: Approval of a favorable recommendation by the Planning Commission to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:**General:**

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/ Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP, a TDEC permit, and an ARAP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired it shall be shifted to the west to line up or offset west of the street on the north side.
5. The developer shall add a turnaround or hammerhead for trucks on the private drive. Another option would be a right-in-right-out connection to Bartlett Blvd.
6. All new utilities shall be underground.
7. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

8. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
9. Area for storm water detention is to be shown and labeled non-buildable.
10. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
11. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
12. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

- 13. Detention shall be shown.
- 14. Road width and radius of development access road needs to be enlarged.
- 15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

- 16. Sewer profile will be required.
- 17. Structure and pipe data shall be shown with space provided for as-builts.
- 18. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
- 19. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan:

- 20. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
- 21. EPSCs shall be shown in areas of off-site sewer installation.
- 22. An additional sheet is required for final stabilization of the site.
- 23. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan:

- 24. Detention will be required, provide detention analysis.

Planning Comments:

- 1. Staff recommends the front yard setback for Bartlett Boulevard be adjusted to 30 feet in order to make room for the realignment of the private drive with Countryhill Drive.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
7. 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.
8. 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.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

Site Plan**2. Shadowlawn Park Improvements, 4734 Shadowlawn Road (Paul Wright, Director of Parks and Recreation)**

INTRODUCTION: Mr. Paul Wright, Director of Parks and Recreation, is requesting Planning Commission approval of a revised Site Plan for Shadowlawn Park improvements. The subject property is located at 4734 Shadowlawn Road within the "POS" Public Open Space Zoning District.

BACKGROUND: The subject property was annexed by the City of Bartlett in 1997. In May 2005, Shelby County transferred Shadowlawn Park to the City of Bartlett by recorded deed 05074487.

DISCUSSION: The specific request by the applicant is for a revised Site Plan for the following improvements: resurface the existing parking lot and add new

ADA parking, add a new 50 space parking area, add a new accessible playground, add new ADA compliant restrooms and a concession stand, and add new ADA compliant walking paths.

Recommendation: Approval with conditions.

Engineering Conditions: None.

Planning Conditions:

1. The applicant shall maintain the paved walking path adjacent to the Shadowlawn Road frontage as it serves students walking to and from the Ninth Grade Academy.
2. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Landmark

3. Tatum-Peterson House, 2991 Sycamore View Road

Deborah Peterson Brown is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2991 Sycamore View Road known as the Tatum-Peterson House. The northwest corner of what is now Sycamore View and Woodlawn was the original site of the Woodlawn Lodge 211 (Masonic) built in 1866. Woodlawn Street is named after the Lodge. In 1906, the Lodge moved to Raleigh due to dwindling membership and the building was sold to John W Tatum. He owned Tatum's Grocery on Stage Road, just to the east of Bartlett Baptist Church. Tatum moved his family (wife and 4 children) into the building. He served as a Bartlett Alderman, the years are unknown. He died in 1928, and his widow and one child remained in the home.

A son, James Hood Tatum, the 2 sisters and a husband, razed the old lodge and built the current house. J H Tatum was Mayor of Bartlett 1930-1933. Mayor Tatum died in 1961 and is buried in Bartlett-Ellendale Cemetery.

Mayor Tatum's daughter Irma and son-in-law Hugh Peterson lived across Sycamore View in a house that no longer remains. After Mayor and Mrs. Tatum passed, the Peterson's moved in to help care for a great aunt who had never married. Hugh died in 2000, and his wife died in 2010. Their daughter Debby Brown had moved in to care for her mother, and Debby continues to live in the house today.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Tatum-Peterson Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

4. Pruden-Millikin House, 2923 Sycamore View Road

Dr. Patricia Millikin is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2923 Sycamore View Road known as the Pruden-Millikin House. Romulus Alpha Pruden was a distant relative of G.M. Bartlett, and his family moved here from North Carolina in the 1840s to farm. Pruden fought as a Confederate in the Civil War. Pruden bought the lot from Bartlett and built the house circa 1869. It is noted as Lot 8 in the original plat for the town of Bartlett (1872). Pruden died in 1871 at age 39. His widow and children continued to live there until the children left home and the widow Pruden sold it in 1890. Walter and Julia Smith bought it and moved their family in. The Smiths were the grandparents of W.J. Freeman. The home stayed in the Smith family until it was sold to Judge Freeman Marr in 1980. It was used as a rental home until being purchased by Robert and Dr. Patricia Millikin in 2005. They began extensive restorations on the house, but Mr. Millikin died in 2006 from leukemia. Dr. Millikin completed the restorations, then began a large addition to the house along with an attached garage building.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Pruden-Millikin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

5. Bell-Martin House, 3101 Court Street

Carman and Darlene Bell are requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 3101 Court Street known as the Bell-Martin House, which was built circa 1923 by the Martin family. According to the Register of Deeds, the home was passed down to the Salley family, the Cauldwell family, and the Treadway family. In 1978, Carman and Darlene Bell purchased the subject property. Carman was one of the founding members of the Bartlett Historical

Society, and he was a long-time member and former chairman of the Bartlett Historic Preservation Commission.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Bell-Martin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3675)

Meeting: 11/26/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3675

Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark.

WHEREAS, an application has been received to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 10th day of December, 2024 and notice thereof published in The Bartlett Express,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The property described as follows is hereby designated as Historic Landmark HL-12, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Pruden-Millikin House":

Property located at 2923 Sycamore View Road a/k/a the Pruden-Millikin House identified as Shelby County Tax Parcel B0156 00280.

SECTION 3. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 12, 2024

Second Reading: November 26, 2024

Third Reading: December 10, 2024

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

PLANNING COMMISSION

Monday, November 4, 2024 - 6:30 P.M.

Bartlett City Hall Assembly Chamber

Staff Comments

NEW BUSINESS

Public Hearing

Planned Development

1. **Bartlett Boulevard & Yale Road Planned Development, Parcel B015700333 (David Bray, The Bray Firm)**

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located at the southeast corner of Yale at Bartlett Boulevard, and it is within the "RS-10" Single-Family Residential Zoning District.

BACKGROUND: The 3.66-acre subject property was created by deed May 1982.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop the 3.66 acres of land into an 8-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,580 square feet to 23,245 square feet. Housing density is 3.5 units per acre and the minimum yard setbacks are:

<u>Actual</u>	<u>RS-10 Zoning District</u>
A. Front – 30 feet Yale/ 40 feet Bartlett Boulevard	Front – 30 feet
B. Side – 5 feet	Side – 5/10 feet
C. Rear – 25 feet	Rear – 25 feet
D. Width – 65.05 feet	Width – 80 feet

The proposed planned development features a 43,757 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road.

Recommendation: Approval of a favorable recommendation by the Planning Commission to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:**General:**

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/ Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP, a TDEC permit, and an ARAP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired it shall be shifted to the west to line up or offset west of the street on the north side.
5. The developer shall add a turnaround or hammerhead for trucks on the private drive. Another option would be a right-in-right-out connection to Bartlett Blvd.
6. All new utilities shall be underground.
7. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

8. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
9. Area for storm water detention is to be shown and labeled non-buildable.
10. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
11. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
12. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

- 13. Detention shall be shown.
- 14. Road width and radius of development access road needs to be enlarged.
- 15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

- 16. Sewer profile will be required.
- 17. Structure and pipe data shall be shown with space provided for as-builts.
- 18. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
- 19. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan:

- 20. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
- 21. EPSCs shall be shown in areas of off-site sewer installation.
- 22. An additional sheet is required for final stabilization of the site.
- 23. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan:

- 24. Detention will be required, provide detention analysis.

Planning Comments:

- 1. Staff recommends the front yard setback for Bartlett Boulevard be adjusted to 30 feet in order to make room for the realignment of the private drive with Countryhill Drive.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
7. 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.
8. 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.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

Site Plan**2. Shadowlawn Park Improvements, 4734 Shadowlawn Road (Paul Wright, Director of Parks and Recreation)**

INTRODUCTION: Mr. Paul Wright, Director of Parks and Recreation, is requesting Planning Commission approval of a revised Site Plan for Shadowlawn Park improvements. The subject property is located at 4734 Shadowlawn Road within the "POS" Public Open Space Zoning District.

BACKGROUND: The subject property was annexed by the City of Bartlett in 1997. In May 2005, Shelby County transferred Shadowlawn Park to the City of Bartlett by recorded deed 05074487.

DISCUSSION: The specific request by the applicant is for a revised Site Plan for the following improvements: resurface the existing parking lot and add new

ADA parking, add a new 50 space parking area, add a new accessible playground, add new ADA compliant restrooms and a concession stand, and add new ADA compliant walking paths.

Recommendation: Approval with conditions.

Engineering Conditions: None.

Planning Conditions:

1. The applicant shall maintain the paved walking path adjacent to the Shadowlawn Road frontage as it serves students walking to and from the Ninth Grade Academy.
2. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Landmark

3. Tatum-Peterson House, 2991 Sycamore View Road

Deborah Peterson Brown is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2991 Sycamore View Road known as the Tatum-Peterson House. The northwest corner of what is now Sycamore View and Woodlawn was the original site of the Woodlawn Lodge 211 (Masonic) built in 1866. Woodlawn Street is named after the Lodge. In 1906, the Lodge moved to Raleigh due to dwindling membership and the building was sold to John W Tatum. He owned Tatum's Grocery on Stage Road, just to the east of Bartlett Baptist Church. Tatum moved his family (wife and 4 children) into the building. He served as a Bartlett Alderman, the years are unknown. He died in 1928, and his widow and one child remained in the home.

A son, James Hood Tatum, the 2 sisters and a husband, razed the old lodge and built the current house. J H Tatum was Mayor of Bartlett 1930-1933. Mayor Tatum died in 1961 and is buried in Bartlett-Ellendale Cemetery.

Mayor Tatum's daughter Irma and son-in-law Hugh Peterson lived across Sycamore View in a house that no longer remains. After Mayor and Mrs. Tatum passed, the Peterson's moved in to help care for a great aunt who had never married. Hugh died in 2000, and his wife died in 2010. Their daughter Debby Brown had moved in to care for her mother, and Debby continues to live in the house today.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Tatum-Peterson Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

4. Pruden-Millikin House, 2923 Sycamore View Road

Dr. Patricia Millikin is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2923 Sycamore View Road known as the Pruden-Millikin House. Romulus Alpha Pruden was a distant relative of G.M. Bartlett, and his family moved here from North Carolina in the 1840s to farm. Pruden fought as a Confederate in the Civil War. Pruden bought the lot from Bartlett and built the house circa 1869. It is noted as Lot 8 in the original plat for the town of Bartlett (1872). Pruden died in 1871 at age 39. His widow and children continued to live there until the children left home and the widow Pruden sold it in 1890. Walter and Julia Smith bought it and moved their family in. The Smiths were the grandparents of W.J. Freeman. The home stayed in the Smith family until it was sold to Judge Freeman Marr in 1980. It was used as a rental home until being purchased by Robert and Dr. Patricia Millikin in 2005. They began extensive restorations on the house, but Mr. Millikin died in 2006 from leukemia. Dr. Millikin completed the restorations, then began a large addition to the house along with an attached garage building.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Pruden-Millikin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

5. Bell-Martin House, 3101 Court Street

Carman and Darlene Bell are requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 3101 Court Street known as the Bell-Martin House, which was built circa 1923 by the Martin family. According to the Register of Deeds, the home was passed down to the Salley family, the Cauldwell family, and the Treadway family. In 1978, Carman and Darlene Bell purchased the subject property. Carman was one of the founding members of the Bartlett Historical

Society, and he was a long-time member and former chairman of the Bartlett Historic Preservation Commission.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Bell-Martin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3677)

Meeting: 11/26/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3677

Resolution 39-24, a resolution to amend the FY2025 Grants Fund and CIP Fund budgets to recognize State of Tennessee matching grant funding of \$750,000 for Bartlett Parks Department.

WHEREAS, the Bartlett Parks Department (Department) solicits various grants from the State of Tennessee and other agencies on an annual basis to enhance its parks and recreation properties and to benefit the citizens of Bartlett; and

WHEREAS, the Department received original notice of a \$750,000 matching grant from the State of Tennessee Department of Environment and Conservation for the Bartlett Parks and Recreation Fund for the Bartlett Shadowlawn Park Improvements; and

WHEREAS, the Department wishes to recognize the award of this matching grant funding which will be distributed on a reimbursement basis for upgrades and enhancements at Shadowlawn Park; and

WHEREAS, the grant award document and contract for this Tennessee Department of Environment and Conservation funding is provided as an attachment to this resolution;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Grant Fund and General CIP Fund FY2025 budgets are amended by recognizing the \$750,000 grant revenues and expenditures. General Ledger accounts, with description, to be amended are presented in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33650.04225	Shadowlawn LPRF Grant Funds	\$750,000	
131.44000.999.04225	Grants Transfer to CIP Fund		\$750,000
311.48311.36705.51625	Transfer in from Grants Fund	\$750,000	
311.48311.772.51625	Shadowlawn Engineering/Design		\$ 47,500
311.48311.780.51625	Shadowlawn Improvements		\$702,500

Be it Further Resolved By the Board of Mayor and Aldermen that the City shall provide matching funds for the above project by amending the General CIP Fund General Ledger accounts as presented in the table below.

General Ledger Accounts	Description	Revenue Decrease	Expenditure Decrease
311.48311.392310.51623	FY23 Bonds(Transfer Out)	\$450,000.00	
311.48311.392110.51623	FY21 Bonds(Transfer Out)	\$180,215.33	
311.48311.392020.51623	FY20 Capital Note(Transfer Out)	\$119,784.67	
311.48311.780.51623	Parks Renovation(Transfer Out)		\$750,000.00

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
311.48311.392310.51625	FY23 Bonds(Transfer In)	\$450,000.00	
311.48311.392110.51625	FY21 Bonds(Transfer In)	\$180,215.33	
311.48311.392020.51625	FY20 Capital Note(Transfer In)	\$119,784.67	
311.48311.772.51625	Shadowlawn Park Eng/Design		\$ 47,500.00
311.48311.780.51625	Shadowlawn Park Impr Constr		\$702,500.00

ADOPTED THIS 26th day of November 2024.

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																															
Begin Date 01/15/2025		End Date 01/14/2028		Agency Tracking # 32701-25-250																																											
Edison ID TBD																																															
Grantee Legal Entity Name City of Bartlett				Edison Vendor ID 0000001617																																											
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number N/A Grantee's fiscal year end: June 30																																													
Service Caption (one line only) Local Parks and Recreation Fund (LPRF) grant for the 2024 LPRF Bartlett Shadowlawn Park Improvements(GMS 2024-11154).																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2025</td> <td>750,000.00</td> <td></td> <td></td> <td></td> <td>750,000.00</td> </tr> <tr> <td>2026</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2027</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2028</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td>\$750,000.00</td> <td></td> <td></td> <td></td> <td>\$750,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2025	750,000.00				750,000.00	2026						2027						2028												TOTAL:	\$750,000.00				\$750,000.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2025	750,000.00				750,000.00																																										
2026																																															
2027																																															
2028																																															
TOTAL:	\$750,000.00				\$750,000.00																																										
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection																																															
Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Park and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.																																															
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE - GG																																											
Speed Chart (optional) EN00016412/32719		Account Code (optional) 71302000																																													

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Bartlett hereinafter referred to as the "Grantee," is for the provision of Local Parks and Recreation Fund (LPRF) grant for City of Bartlett, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities as described in Attachment A: (1) ☐ land acquisition for local, state, or federal parks, natural areas, greenways; (2) ☐ land acquisition for recreational trail facilities; (3) ☐ trail development and rehabilitation; (4) ☒ capital projects in parks, natural areas, and greenways, and, (5) ☐ trail training, trail patrols and trail safety education.
- A.3. The Grantee agrees to comply with the provisions of the Local Parks and Recreation Fund Manual.
- A.4. The Grantee has been provided a copy of the Local Parks and Recreation Fund Manual.
- A.5. Work completed under this grant is subject to inspection by the Recreation Consultants.
- A.6. The Grantee shall construct ADA compliant restrooms, concessions building, and pathways, playground with safety surfacing and HIC testing, reclamation and repaving of existing parking lot, concrete ADA parking, and new asphalt parking lot at Shadowlawn Park.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated to elaborate supplementary scope of services specifications; and
 - d. The Local Parks and Recreation Fund Manual, provided to the Grantee as set out in section A.4.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 01/15/2025 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Davy Crockett Tower
500 James Robertson Parkway, 8th Floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Office of Outdoor Recreation.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brian Clifford, Director
Office of Outdoor Recreation
Department of Environment and Conservation
Davy Crockett Tower
500 James Robertson Parkway, 8th Floor
Nashville, TN 37243
brian.clifford@tn.gov
Telephone # (615)571-0029

The Grantee:

David Parsons, Mayor
City of Bartlett
6400 Stage Rd
Bartlett, TN 38134
dparsons@cityofbartlett.org
Telephone # (901)385-6400

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case

shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and

reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

CITY OF BARTLETT:

GRANTEE SIGNATURE

DATE

David Parsons, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID SALYERS, P.E., COMMISSIONER

DATE

Attachment: 2024 City of Bartlett Shadowlanw Park_LPRF Contract_Ready_For_Signature (3677 : Res. 39-24 Shadowlanw Improvement Grant)

ATTACHMENT A

Page 1

GRANT BUDGET				
CITY OF BARTLETT – LOCAL PARKS AND RECREATION FUND				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: January 15, 2025		END: January 14, 2028		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	47,500.00	47,500.00	95,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	702,500.00	702,500.00	1,405,000.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	\$750,000.00	\$750,000.00	\$1,500,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Architect and Engineering Services	95,000.00
TOTAL	\$95,000.00

CAPITAL PURCHASE	AMOUNT
Shadowlawn Park Enhancements (ADA compliant restrooms, concessions building, and pathways, playground with safety surfacing and HIC test, reclamation and repaving of existing parking lot, concrete ADA parking, and new asphalt parking lot)	1,405,000.00
TOTAL	\$1,405,000.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3678)

Meeting: 11/26/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3678

Resolution 40-24, a resolution authorizing the City of Bartlett, Tennessee to participate in the Public Entity Partner's Cyber Security Matching Grant Program.

WHEREAS, the cyber security safety of the City of Bartlett is of great importance; and

WHEREAS, all efforts shall be made to provide a reduced liability for the City of Bartlett employees; and

WHEREAS, Public Entity Partners seeks to encourage secure cyber environment by offering the **CYBER SECURITY MATCHING GRANT PROGRAM**; and

WHEREAS, the City of Bartlett, Tennessee now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE**, the following:

SECTION 1. That the City of Bartlett, Tennessee is hereby authorized to submit application for the **CYBER SECURITY MATCHING GRANT PROGRAM** through Public Entity Partners.

SECTION 2. That the City of Bartlett, Tennessee is further authorized to provide a matching sum for any monies provided by this grant.

ADOPTED THIS 26th day of November 2024.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk