



# City of Bartlett

*A. Keith McDonald, Mayor*

## **BOARD OF MAYOR AND ALDERMEN MEETING AGENDA**

**TUESDAY, NOVEMBER 27, 2018 - BARTLETT CITY HALL - 7:00 PM**

### **INVOCATION**

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

### **FUTURE MEETINGS**

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

Planning Commission, December 3 at 7 p.m.

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

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

Bartlett Historical Society, December 10 at 7 p.m.

### **RECOGNITIONS**

Fire Department Check Presentation to West Institute for Cancer Research

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

### **MINUTES ACCEPTANCE**

**Minutes of the November 13, 2018 Board of Mayor and Aldermen Regular Meeting**

### **UNFINISHED BUSINESS**

- I **Second Reading of Ordinance 18-08, an ordinance to amend Title 8, Chapters 1, 2, and 3, Sections 8-101(1)(a) and (b), 8-202, 8-212, 8-216, 8-219, 8-306, and 8-310 of the Codified Ordinances. (Ed McKenney, City Attorney)**  
The public hearing is set for December 11, 2018.

### **CONSENT AGENDA**

- I **Commercial subdivision contract for Germantown and Brother Office Park Subdivision. (John Horne, Assistant Director of Engineering)**

The developer, TH Properties, LLC will pay \$57,453.28 in City fees. The bond is set at \$131,515.00.

**2 Treasurer's Report for October 2018. (Dick Phebus, Director of Finance)**

**OPEN DISCUSSION**

**ADJOURNMENT**



# City of Bartlett

A. Keith McDonald, Mayor

## BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 13, 2018 - BARTLETT CITY HALL - 7:00 PM

### **ATTENDANCE**

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

### **INVOCATION**

Opening Prayer by Stephen Brannon, Faith Baptist Church

### **FUTURE MEETINGS**

Board of Education, November 15 at 7 p.m.

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

BPACC Advisory Board, November 20 at 6 p.m.

Bartlett Arts Council, November 20 at 6 p.m.

Design Review Commission, November 20 at 6:30 p.m.

### **RECOGNITIONS**

Mayor McDonald and the Aldermen recognized several Boy Scouts from Troop 261 who attended the meeting to earn their Communications Merit badge. The Board also recognized one Boy Scout from Troop 274, who was working on his Citizenship in the Community Merit Badge.

### **Healthier Bartlett Marathon in a Month Presentation**

Sharon Fryman, Chair of the Healthier Bartlett Wellness Council, presented Mayor McDonald with a plaque for Bartlett earning third place nationally for the Marathon in a Month competition.

The competition was held in October and 260 people registered to participate. Bartlett logged 20,538 miles in one month.

Mrs. Fryman announced that the City will compete in Million Mile Month in April 2019.

Minutes Acceptance: Minutes of Nov 13, 2018 7:00 PM (MINUTES ACCEPTANCE)

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

**MINUTES ACCEPTANCE**

**Minutes of the October 23, 2018 Board of Mayor and Aldermen Regular Meeting**

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bobby Simmons, Alderman
<b>SECONDER:</b>	Jack Young, Vice Mayor
<b>AYES:</b>	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**PUBLIC HEARING**

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

- I. Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended.

No one spoke in favor or in opposition to Ordinance 18-06.  
Adjourned at 7:10 p.m.

**UNFINISHED BUSINESS**

- I **Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended. (Jim Brown, Director of Code Enforcement)**

Mr. Brown, Director of Code Enforcement, stated that adoption of these international codes will bring the City in line with State and ISO requirements. Memphis and Shelby County governments are also moving forward to adopt these same codes.

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

**CONSENT AGENDA**

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

- I **Special event permit for Trail of Tears Commemorative Walk. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, November 24 from Sunrise to 9:00 a.m. starting at the intersection of Highway 70 and Stage Road and ending at W. J. Freeman Park.

Minutes Acceptance: Minutes of Nov 13, 2018 7:00 PM (MINUTES ACCEPTANCE)

- 2 Bid for one 2019 Ford F350 with utility crane bed. (Mike Adams, Director of Public Works)**  
Recommend accepting the lowest bid from AutoNation at a cost of \$50,757.00. Funds are available in Account 311.48311.785.30719.
- 3 Bid for one 2019 Ford F350 with 8-foot bed. (Matt Crenshaw, Assistant Director of Public Works)**  
Recommend accepting the lowest bid from Country Ford at a cost of \$38,997.00 total cost. Funds are available in Account 311.48311.785.30719.
- 4 Bid for one asphalt roller with tandem axle trailer. (Matt Crenshaw, Assistant Director of Public Works)**  
Recommend accepting the sole bid from Stribling Equipment at a cost of \$53,282.00 total cost. Funds are available in Account 311.48311.785.30719.
- 5 Bid for two day cab tractors. (Matt Crenshaw, Assistant Director of Public Works)**  
Recommend accepting the lowest bid from Tag Truck at a cost of \$98,425.00 each, plus an additional \$11,500 each for automatic transmission. Total cost will be \$219,850.00. Funds are available in Account 311.48311.785.30719.
- 6 Bid for one roll-off refuse truck with hoist. (Matt Crenshaw, Assistant Director of Public Works)**  
Recommend accepting the lowest bid from Tag Truck at a cost of \$136,950.00 total cost. Funds are available in Account 122.48122.935.
- 7 Bid for trailer mounted leaf collector. (Matt Crenshaw, Assistant Director of Public Works)**  
Recommend accepting the sole bid from CMI at a cost of \$63,610.00 total cost. Funds are available in Account 122.48122.939.
- 8 Bid for construction of a salt storage dome. (Matt Crenshaw, Assistant Director of Public Works)**  
Recommend accepting the lowest bid from Castle Black Construction at a cost of \$141,000.00 total cost. Funds are available in Account 311.48311.785.30719.
- 9 Contract for left turn signal improvement design services at Brother Blvd and Highway 64 intersection. (Rick McClanahan, Director of Engineering)**  
Recommend accepting the design contract proposal from Barge Design Solutions, Inc. in the amount of \$49,150.00. Funds are available in Account 311.48311.780.454.
- 10 Acquisition of an easement through Eminent Domain for Elmore Park drainage improvements. (John Horne, Assistant Director of Engineering)**  
Recommend authorizing acquisition of one easement for Elmore Park Drainage Improvements via eminent domain. This easement is valued at \$3,001.00. Funds are available in Account 311.31148311.780.453.

**11 Renasant Bank Treasury Management Services. (Dick Phebus, Director of Finance)**

Recommend adopting Renasant Bank resolution for treasury management services for Fiscal Year 2018 bond proceeds.

**12 Planning Commission Report for October 2018. (Kim Taylor, Director of Planning and Economic Development)**

- Item 1 - Master plan for Hood and Bartlett, Lot 2, subdivision was approved with conditions.
- Item 2 - Construction plan for Hood and Bartlett, Lot 2, subdivision was approved with conditions.
- Item 3 - Final plan for Collette Scott subdivision was approved with conditions.

**13 Planning Commission Report for November 2018. (Kim Taylor, Director of Planning and Economic Development)**

- Item 1 - Final plan for Hood and Bartlett, Lot 2, subdivision was approved with conditions.
- Item 2 - Site plan for Hood and Bartlett, Lot 2, subdivision was approved with conditions.
- Item 3 - Site plan for Quail Ridge Amenity Center, 4200 Trenton Drive, was approved with conditions.

**NEW BUSINESS**

**I First Reading of Ordinance 18-08, an ordinance to amend Title 8, Chapters 1, 2, and 3, Sections 8-101(1)(a) and (b), 8-202, 8-212, 8-216, 8-219, 8-306, and 8-310 of the Codified Ordinances. (Ed McKenney, City Attorney)**

City Attorney Ed McKenney stated that Ordinance 18-08 is the first of possibly two amendments to the City's alcohol ordinances. These amendments will bring the City's ordinances in line with state law.

This amendment includes changes to the definition of beer, increasing the percent of alcohol from 5 percent to 8 percent, changes hours for sales for beer for stores with a liquor license, changes hours for Sunday sales, and changes the number of permits one permittee can obtain.

Mr. McKenney noted that Sunday wine sales will begin January 1, 2019.

<b>RESULT:</b>	<b>APPROVED ON FIRST READING [UNANIMOUS]</b>	<b>Next: 11/27/2018 7:00 PM</b>
<b>MOVER:</b>	W.C. Pleasant, Alderman	
<b>SECONDER:</b>	Paula Sedgwick, Alderman	
<b>AYES:</b>	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

**OPEN DISCUSSION**

Mayor McDonald thanked voters for their support, allowing him to win a fifth term. He said he has an aggressive plan for the next four years, and he thanked the City's employees for all their good work.

**ADJOURNMENT**

Meeting adjourned at 7:20 PM

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

\_\_\_\_\_  
A. Keith McDonald  
Mayor



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED**

### **ORDINANCE (ID # 2461)**

Meeting: 11/27/18 07:00 PM  
Department: Legal  
Category: Amendment  
Prepared By: Stefanie McGee  
Initiator: Ed McKenney  
Sponsors:  
DOC ID: 2461

## **Ordinance 18-08, an ordinance to amend Title 8, Chapters 1, 2, and 3, Sections 8-101(1)(a) and (b), 8-202, 8-212, 8-216, 8-219, 8-306, and 8-310 of the Codified Ordinances.**

**WHEREAS** some of the provisions of Title 8, Chapter 1 (Alcoholic Beverages), Chapter 2 (Intoxicating Liquors), and Chapter 3 (Beer) of the Codified Ordinances of the City of Bartlett are obsolete or otherwise inadequate; and

**WHEREAS** the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desire to amend said Chapters and Sections.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, THAT:**

**Section 1.** That Section 8-101(1) Definitions, subsections (a) and (b), be amended to read as follows and that a new subsection (d) be added:

**8-101. Definition of “alcoholic beverages.”** As used in this chapter, unless the context dictates otherwise:

- (a) “Alcoholic beverage” liquor and every liquid containing alcohol, spirits and wine, as used in this section, shall mean and include alcohol, spirits, high alcohol content beer, and wine capable of being consumed by human beings, other than patented medicine or beer, which has an alcoholic content of eight percent (8%) by weight or more.
- (b) “Beer” as used in this section shall mean and include all beer, ales, and other malt liquors having an alcoholic content of not more than eight percent (8%) by weight, other than patented medicine or wine as defined in Tennessee Code Annotated Section 57-3-101; provided, however, that no more than 49% of the overall alcoholic content of such beverage may be derived from the addition of flavors and other non-beverage ingredients containing alcohol. (Ord. #77-2, Feb. 1977, modified)
- (c) No changes.
- (d) “High alcohol content beer.” An alcoholic beverage which is beer, ale or other malt beverage having an alcoholic content of more than eight percent (8%) by weight and not more than twenty percent (20%) by weight, except wine as defined in Tennessee Code Annotated Section 57-3-101; provided, that no more than 49% of the overall alcoholic content of such beverage may be derived from the addition of flavors and other non-beverage ingredients containing alcohol.

**Section 2.** That Section 8-202 Definitions, shall be amended to read as follows:

**8-202. Definitions.** “Alcoholic beverage” of “beverage” as used in this chapter means and includes alcohol, spirits, liquor, high alcohol content beer, wine and every liquid containing alcohol, spirits, high alcohol content beer and wine and capable of being consumed by a human being, other than patented medicines, beer or wine, where the latter two (2) contain an alcohol content of eight percent (8%) by weight or less.

**Section 3.** That Section 8-212, Only one establishment to be operated by retailer, shall be amended to add the following sentence at the end of said Section:

This section shall not apply to the sale of wine in a retail food store which is eligible for the issuance of a retail food store wine license by the alcoholic beverage commission of the state, pursuant to Tennessee Code Annotated, title 57, chapter 3, part 8 and which has been issued a certificate of compliance as set forth in Tennessee Code Annotated Section 57-3-806.

**Section 4.** That Section 8-216, Zoning restriction of alcoholic beverage retailers established, shall be amended to change “five percent (5%) to eight percent (8%).

**Section 5.** That Section 8-219, Hours of sale, shall be deleted in its entirety and shall read as follows:

**8-219. Hours of sale.**

- (a) Any retailer that is permitted by the state to sell liquor or wine for on-premises consumption shall also be allowed to sell beer during the hours set forth in Tennessee Code Annotated Section 57-4-203, provided that the establishment has lawfully obtained a beer permit as required by this chapter;
- (b) For beer permit holders, the hours within which the sale of beer shall be permitted shall be from 8:00 a.m. to 3:00 a.m. Monday through Saturday, and from 10:00 a.m. Sunday until 3:00 a.m. on Monday. No beer or other alcoholic beverage shall be consumed or open for consumption on or about any premises licensed by this chapter for on-premises consumption in any glass, bottle, can, or other container after 3:15 a.m.
- (c) Retail package liquor stores may remain open between 8:00 a.m. and 11:00 p.m. Monday through Saturday, and between 10:00 a.m. and 11:00 p.m. on Sundays. The sale of alcoholic beverages by retail package stores is prohibited on Christmas, Thanksgiving and Easter
- (d) Retail food stores may sell, give away, or otherwise dispense wine between 8:00 a.m. and 11:00 p.m. Monday through Saturday; and, effective January 1, 2019, retail food stores may sell, give away, or otherwise dispense wine on Sundays from 10:00 a.m. until 11:00 p.m.

**Section 6.** That Section 8-306, “Beer” defined, shall be modified to read as follows:



**8-306. “Beer” defined.** The term “beer” as used in this chapter shall mean an include all beers, ales and other malt liquors having an alcoholic content of not more than eight percent (8%) by weight. (Ord. #74-5, March, 1974, modified)

**Section 7.** That Section 1-310(2) Prohibited conduct or activities by beer permit holders, shall be modified to read as follows:

**Section 8-310(2)** Sell, serve, give away or otherwise allow the consumption of beer between the hours of 3:00 A.M. and 8:00 A.M. on Monday through Saturday or between the hours of 3:00 A.M. and 10:00 A.M. on Sunday. (Ord. #74-5, March 1974, as amended by Ord. #91-16, Oct. 1991, modified, and amended by Ord. #13-04, May 2013, modified)

**Section 8. Severability**

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

**Section 9. Effective Date.** BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: November 13, 2018

Second Reading: November 27, 2018

Third Reading: December 11, 2018

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

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A. Keith McDonald  
Mayor

ATTEST: \_\_\_\_\_

Stefanie McGee

## City Clerk

**HISTORY:**

11/13/18 Board of Mayor and Aldermen APPROVED ON FIRST READING  
Next: 11/27/18

City Attorney Ed McKenney stated that Ordinance 18-08 is the first of possibly two amendments to the City's alcohol ordinances. These amendments will bring the City's ordinances in line with state law.

This amendment includes changes to the definition of beer, increasing the percent of alcohol from 5 percent to 8 percent, changes hours for sales for beer for stores with a liquor license, changes hours for Sunday sales, and changes the number of permits one permittee can obtain.

Mr. McKenney noted that Sunday wine sales will begin January 1, 2019.

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/27/18 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: John Horne

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**Commercial subdivision contract for Germantown and  
Brother Office Park Subdivision.**

## COMMERCIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and TH Properties, LLC hereinafter referred to as the DEVELOPER.

### WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of MAY 5, 2018, approved the Commercial Subdivision for GERMANTOWN AND BROTHER OFFICE PARK SUBDIVISION , and established certain conditions for approval of this Commercial Subdivision Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

## I

**GENERAL PROVISIONS**

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

de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

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

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

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

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

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

default.

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

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

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

## II

### **FIXED IMPROVEMENTS**

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

## III

**SEDIMENT AND DEBRIS**

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



complete, or warranty period ends; whichever is later.

#### IV

#### **DRAINAGE DESIGN RESPONSIBILITIES**

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

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY

OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

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

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

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

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

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

**WARRANTY PROVISIONS**

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.
4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended

for the additional period.

## VI

### BONDING REQUIREMENTS

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

## VII

### HOLD HARMLESS

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

### **SPECIAL CONDITIONS**

1. This subdivision is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.

## VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE  
 DETAILED FOR: **TH Properties, LLC**

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

1.	Water Plant Expansion @ 15% of Water Main Cost ( Water Main Cost = \$49,810.00 )	<b><u>\$7,471.50</u></b>
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost \$49,810.00	<b><u>\$2,988.60</u></b>
	b. Subdivision and Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175 x 2 = \$ 350.00 1.5% of \$131,515.00 \$1,972.73	<b><u>\$1,972.73</u></b>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) Minimum charge of \$25 per contract \$10.00 implies \$20.00 \$25.00 implies \$50.00	<b><u>\$50.00</u></b>
4	Water Connection Fee @ \$3,000.00 per service (2) Domestic, (1) Irrigation 3	<b><u>\$9,000.00</u></b>
5	City Site Plan Inspection @ A: 3% of Development Cost \$3,945.45 or B: \$300.00 per Lot, \$600.00 Whichever is greater Development Cost = \$131,515.00	<b><u>\$3,945.45</u></b>
6	Cost of Water and Sewer Mains to the Subdivision	

## SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	2.52 Acres (Total Site)	
	\$ 5,879.16		\$5,879.16
	(or) \$33 per Front Foot x 925'		\$30,525.00
			<b><u>\$30,525.00</u></b>

## DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	2.52 Acres Detained	\$ 1,500.00	<b><u>\$1,500.00</u></b>
9	City portion of Water Improvements		N/A

**TOTAL DUE CITY** **\$57,453.28**

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$	-
2. Street Light (Estimated)	\$	-
<b>TOTAL DUE II</b>	<b>\$</b>	<b><u>-</u></b>

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)		<b>\$131,515.00</b>
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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
A. Keith McDonald  
MAYOR, CITY OF BARTLETT

DEVELOPER: TH Properties, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BONDING COMPANY

\_\_\_\_\_  
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: \_\_\_\_\_  
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN \_\_\_\_\_



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED**

**AGENDA ITEM**

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6.2

Meeting: 11/27/18 07:00 PM  
Department: Finance  
Category: Report  
Prepared By: Eric Phan  
Department Head: Dick Phebus

**Treasurer's Report for October 2018.**





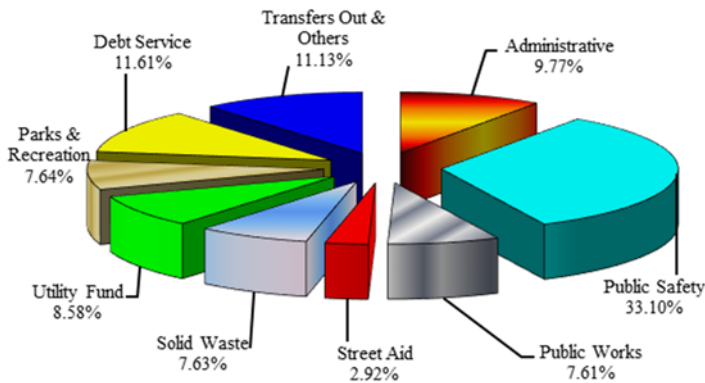
City of Bartlett

# FINANCIAL REPORT

October 31, 2018

Total Expenditures, FY 2019 Budget: \$84,464,781

## WHERE THE \$ GOES (Does not include School)

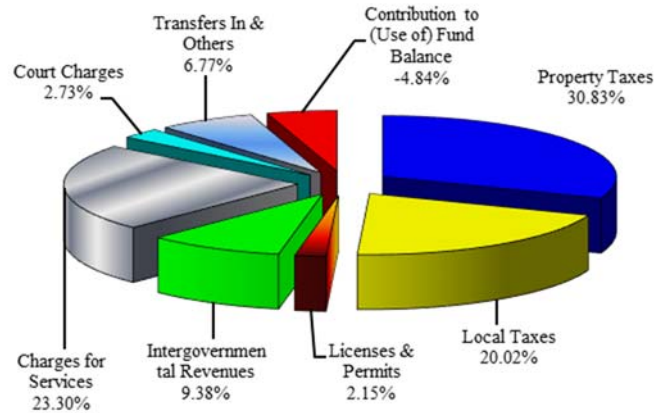


## BUDGET HIGHLIGHTS

- June 30, 2018 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2018 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2017 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2019 Budget: \$84,464,781

## WHERE THE \$ COMES FROM (Does not include School)



## FY 2019 YEAR-TO-DATE For The Period Ending October 31, 2018

	Adopted Budget	Year-to-Date Actual
<b>General Fund Expenditures</b>		
Administrative	\$ 7,671,514	\$ 2,040,520
Public Safety	27,266,139	8,886,267
Public Works	6,322,309	1,994,319
Parks and Recreation	5,865,151	1,906,539
Performing Arts	601,966	227,578
Transfers & Other Gen. Fund Items	6,534,019	2,846,019
<b>Subtotal</b>	<b>\$ 54,261,098</b>	<b>\$ 17,901,242</b>
<b>General Fund Revenues</b>		
Property Taxes	\$ 26,095,000	\$ 792,554
Local Taxes	13,565,418	2,277,578
Building and Development Fees	1,816,700	468,809
Intergovernmental	6,141,000	838,802
Charges for Services	4,238,830	1,409,431
Court Charges	1,965,000	625,088
Other Revenue	439,150	153,149
<b>Subtotal</b>	<b>\$ 54,261,098</b>	<b>\$ 6,565,412</b>
<b>Special Rev. Funds - Expenditures</b>	<b>\$ 10,748,539</b>	<b>\$ 3,739,008</b>
<b>Special Rev. Funds - Revenues</b>	<b>\$ 10,748,539</b>	<b>\$ 2,750,315</b>
<b>Utility Expenses</b>	<b>\$ 11,168,744</b>	<b>\$ 5,224,545</b>
<b>Utility Revenues</b>	<b>\$ 11,168,744</b>	<b>\$ 3,107,224</b>
<b>Debt Service Expenditures</b>	<b>\$ 8,286,400</b>	<b>\$ 5,976,836</b>
<b>Debt Service Revenues</b>	<b>\$ 8,286,400</b>	<b>\$ 522,779</b>
<b>Total Expenditures</b>	<b>\$ 84,464,781</b>	<b>\$ 32,841,631</b>
<b>Total Revenues</b>	<b>\$ 84,464,781</b>	<b>\$ 12,945,729</b>

Note: FY 2019 Adopted Budget includes use of fund balance in the Special Revenue Funds, Utility Fund and the Utility Fund.

Attachment: Oct18FinRprt (2464 : Treasurer's Report for October 2018.)



## City of Bartlett -- Financial Summary For The Period Ending October 31, 2018



	FY 2018 Unaudited Actual	FY 2019 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2018	Year-to-Date Actual FY 2019	Increase/ Decrease in \$	Percent of FY 2018 Actual	Percent of FY 2019 Budget	Increase/ Decrease in %
<b>General Fund Expenditures</b>									
Administrative	\$ 7,033,438	\$ 7,671,514	\$ 638,076	\$ 2,140,051	\$ 2,040,520	\$ (99,531)	30.43%	26.60%	-3.83%
Public Safety	26,002,682	27,266,139	1,263,457	8,265,542	8,886,267	620,725	31.79%	32.59%	0.80%
Public Works	5,917,177	6,322,309	405,132	1,889,763	1,994,319	104,557	31.94%	31.54%	-0.39%
Parks and Recreation	5,509,240	5,775,044	265,804	1,919,930	1,906,539	(13,391)	34.85%	33.01%	-1.84%
Performing Arts	694,404	692,073	(2,331)	280,723	227,578	(53,146)	40.43%	32.88%	-7.54%
Transfers & Other Gen. Fund Items	7,078,856	6,534,019	(544,837)	2,346,019	2,846,019	500,000	33.14%	43.56%	10.42%
<b>Total General Fund Expenditures</b>	<b>\$ 52,235,798</b>	<b>\$ 54,261,098</b>	<b>\$ 2,025,300</b>	<b>\$ 16,842,027</b>	<b>\$ 17,901,242</b>	<b>\$ 1,059,215</b>	<b>32.24%</b>	<b>32.99%</b>	<b>0.75%</b>
<b>General Fund Revenues</b>									
Property Taxes	\$ 25,476,449	\$ 26,095,000	\$ 618,551	\$ 452,257	\$ 792,554	\$ 340,298	1.78%	3.04%	1.26%
Local Taxes	12,904,189	13,565,418	661,229	2,183,235	2,277,578	94,343	16.92%	16.79%	-0.13%
Building and Development Fees	1,755,784	1,816,700	60,916	501,315	468,809	(32,506)	28.55%	25.81%	-2.75%
Intergovernmental	6,221,427	6,141,000	(80,427)	798,446	838,802	40,356	12.83%	13.66%	0.83%
Charges for Services	4,276,451	4,238,830	(37,621)	1,280,581	1,409,431	128,850	29.94%	33.25%	3.31%
Court Charges	1,983,487	1,965,000	(18,487)	660,713	625,088	(35,625)	33.31%	31.81%	-1.50%
Other Revenue	492,679	439,150	(53,529)	149,034	153,149	4,116	30.25%	34.87%	4.62%
<b>Total General Fund Revenues</b>	<b>\$ 53,110,467</b>	<b>\$ 54,261,098</b>	<b>\$ 1,150,631</b>	<b>\$ 6,025,581</b>	<b>\$ 6,565,412</b>	<b>\$ 539,831</b>	<b>11.35%</b>	<b>12.10%</b>	<b>0.75%</b>
<b>Special Revenue Funds</b>									
Street Aid Fund	\$ 1,524,326	\$ 2,475,000	\$ 950,674	\$ 360,350	\$ 657,872	\$ 297,522	23.64%	26.58%	2.94%
Solid Waste Fund	6,187,894	6,614,577	426,683	1,540,936	2,276,111	735,176	24.90%	34.41%	9.51%
General Improvement Fund	710,168	768,800	58,632	411,546	395,446	(16,100)	57.95%	51.44%	-6.51%
Drug Enforcement Fund	219,291	473,500	254,209	51,105	74,741	23,636	23.30%	15.78%	-7.52%
DEA Enforcement Fund	21,736	279,200	181,881	453	37,854	37,401	2.09%	13.56%	11.47%
Drainage Control Fund	97,319	120,526	23,207	31,725	30,359	(1,366)	32.60%	25.19%	-7.41%
Park Improvement Fund	55,000	16,936	(38,064)	55,000	16,936	(38,064)	0.00%	100.00%	100.00%
Grant Funds	1,710,951	0	(1,710,951)	(101,590)	249,690	351,280	-5.94%	0.00%	5.94%
<b>Special Revenue Funds - Expenditures</b>	<b>\$ 10,526,686</b>	<b>\$ 10,748,539</b>	<b>\$ 221,853</b>	<b>\$ 2,349,524</b>	<b>\$ 3,739,008</b>	<b>\$ 1,389,484</b>	<b>22.32%</b>	<b>34.79%</b>	<b>12.47%</b>
<b>Special Revenue Funds - Revenues</b>	<b>\$ 10,678,972</b>	<b>\$ 10,748,539</b>	<b>\$ 69,567</b>	<b>\$ 2,481,317</b>	<b>\$ 2,750,315</b>	<b>\$ 268,998</b>	<b>23.24%</b>	<b>25.59%</b>	<b>2.35%</b>
<b>Utility Fund</b>									
Total Utility Operations	\$ 7,062,392	\$ 9,812,225	\$ 2,749,833	\$ 1,869,781	\$ 4,378,071	\$ 2,508,290	26.48%	44.62%	18.14%
Total Utility Debt Expenses	1,305,257	1,356,519	51,262	834,447	846,473	12,027	63.93%	62.40%	-1.53%
<b>Total Utility Expenses</b>	<b>\$ 8,367,649</b>	<b>\$ 11,168,744</b>	<b>\$ 2,801,095</b>	<b>\$ 2,704,228</b>	<b>\$ 5,224,545</b>	<b>\$ 2,520,317</b>	<b>32.32%</b>	<b>46.78%</b>	<b>14.46%</b>
<b>Total Utility Revenues</b>	<b>\$ 8,503,886</b>	<b>\$ 11,168,744</b>	<b>\$ 2,664,858</b>	<b>\$ 2,956,322</b>	<b>\$ 3,107,224</b>	<b>\$ 150,902</b>	<b>34.76%</b>	<b>27.82%</b>	<b>-6.94%</b>
<b>Debt Service Fund</b>									
Total Debt Service Expenditures	\$ 8,116,874	\$ 8,471,401	\$ 354,527	\$ 5,868,683	\$ 5,976,836	\$ 108,154	72.30%	70.55%	-1.75%
Total Debt Service Revenues	\$ 11,281,685	\$ 8,471,401	\$ (2,810,284)	\$ 2,815,736	\$ 522,779	\$ (2,292,957)	24.96%	6.17%	-18.79%
<b>Total Expenditures</b>	<b>\$ 79,247,007</b>	<b>\$ 84,649,782</b>	<b>\$ 5,402,775</b>	<b>\$ 27,764,462</b>	<b>\$ 32,841,631</b>	<b>\$ 5,077,169</b>	<b>35.04%</b>	<b>38.80%</b>	<b>3.76%</b>
<b>Total Revenues</b>	<b>\$ 83,575,009</b>	<b>\$ 84,649,782</b>	<b>\$ 1,074,773</b>	<b>\$ 14,278,956</b>	<b>\$ 12,945,729</b>	<b>\$ (1,333,227)</b>	<b>17.09%</b>	<b>15.29%</b>	<b>-1.79%</b>

Attachment: Oct18FinRprt (2464 : Treasurer's Report for October 2018.)