

**AGENDA FOR THE REGULARLY SCHEDULED CITY OF COLLEGEDALE COMMISSION
MEETING TO BE HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE,
ON MONDAY, FEBRUARY 05, 2018 AT 6:00 P.M.**

- I. Call to Order by the Mayor
- II. Invocation
- III. Roll Call by City Recorder
- IV. Approval of previous meeting minutes
 1. January 16, 2018-Commission meeting minutes
- V. Comments from Citizens
- VI. Unfinished Business
 - None
- VII. New Business
 1. Second and Final Reading, Ordinance #1051, rezoning property on Main Street from C-2 to MU-TC
 2. Fireworks contract approval
 3. Library Board member approval
 4. Walmart Certificate of Compliance
 5. Approval for Engineering Services for Apison Pike Sewer relocation
- VIII. Request for reports from City Administration/Commissioners by the Mayor
- IX. Adjournment

**MINUTES OF THE REGULARLY SCHEDULED CITY OF COLLEGEDALE BOARD OF COMMISSIONERS
MEETING HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE,
ON TUESDAY, JANUARY 16, 2018 AT 6:00 P.M.**

INVOCATION: Mayor Katie Lamb

PRESENT: Mayor Katie Lamb, Commissioner Debbie Baker, Commissioner Phil Garver, Commissioner Ethan White, City Manager Ted Rogers, City Attorney Sam Elliott

KEY MANAGERS: Assistant City Manager & CFO Michelle Toro, Director of Airport Operations Chris Swain, Director of Public Works Eric Sines, Police Chief Brian Hickman, Building and Codes Director Andrew Morkert, Director of Parks and Recreation Traci Bennett-Hobek

ABSENT: Vice-Mayor Tim Johnson, Planning & Economic Development Director Kelly Martin, City Engineer Wayon Hines

GUESTS:

01-16-2018 (723) REGULAR MEETING MINUTES – December 18, 2017

It was moved by Commissioner White and seconded by Commissioner Garver to accept the minutes of the regular commission meeting on December 18, 2017.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	YEA
VICE MAYOR JOHNSON	ABSENT
MAYOR LAMB	YEA

01-16-2018 (724) FIRST READING, ORDINANCE #1051, AMENDING THE OFFICIAL ZONING MAP TO REZONE PROPERTY ON MAIN STREET (SR-321) FROM C-2 TO MU-TC.

It was moved by Commissioner White and seconded by Commissioner Garver to approve Ordinance #1051, an Ordinance to amend the official zoning map to rezone property on Main Street (SR-321) from C-2 (Shopping Center Commercial) to MU-TC (Mixed Use-Town Center) described as Hamilton County tax parcel 132H B 009, said area being located within the corporate limits of the City of Collegedale, Tennessee.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	YEA
VICE MAYOR JOHNSON	ABSENT
MAYOR LAMB	YEA

01-16-2018 (725) PARKS AND RECREATION ADVISORY BOARD MEMBER APPROVAL

It was moved by Commissioner Garver and seconded by Commissioner White to approve the Parks and Recreation Advisory Board Members as presented by Director of Parks and Recreation Traci Bennett-Hobek.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	YEA
VICE MAYOR JOHNSON	ABSENT
MAYOR LAMB	YEA

01-16-2018 (726) AIRPORT GROUND LEASE AMENDMENT APPROVAL

It was moved by Commissioner White and seconded by Commissioner Garver to approve the Airport Ground Lease amendment.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	YEA
VICE MAYOR JOHNSON	ABSENT
MAYOR LAMB	YEA

01-16-2018 (727) DECEMBER FINANCE REPORT

It was moved by Commissioner White and seconded by Commissioner Baker to accept the December finance report as presented by City Manager Rogers.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	YEA
VICE MAYOR JOHNSON	ABSENT
MAYOR LAMB	YEA

01-16-2018 (728) MOTION TO ADJOURN

It was moved by Commissioner Garver and seconded by Commissioner White to adjourn the meeting. No roll call was taken.

The meeting was adjourned at 6:22 PM.

Mayor, Katie Lamb

City Recorder, Kristi Wheeler

ORDINANCE #1051

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE PROPERTY ON MAIN STREET (SR-321) FROM C-2 (SHOPPING CENTER COMMERCIAL) TO MU-TC (MIXED USE-TOWN CENTER) DESCRIBED AS HAMILTON COUNTY TAX PARCEL 132H B 009, SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGEDALE, TENNESSEE

WHEREAS, the authority Tennessee Code Annotated (TCA) Section 13-7-201 allows for the zoning of territory within a municipality; and

WHEREAS, the Collegedale Municipal Planning Commission has certified zoning districts as provided for in TCA Section 13-7-202; and

WHEREAS, TCA Section 13-7-204 authorizes amendments to a zoning map; and

WHEREAS, in accordance with TCA Section 13-7-203 subsection (b), the Collegedale Municipal Planning Commission, as case # ZON2018-02, made a recommendation to approve the zoning amendment herein described to the Board of Commissioners; and

WHEREAS, in accordance with TCA Section 13-7-203, subsection (a) a public hearing was held with at least fifteen (15) days notice being given prior to final reading of this ordinance;

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Commissioners of the City of Collegedale, Tennessee that the Official Zoning Map referenced in Section 3.02 of the Collegedale Zoning Ordinance be amended as described more accurately within the body of this ordinance:

Section 1: The following described property shall be MU-TC (Mixed Use Town Center) on the Official Collegedale Zoning Map and shown on the attached illustration:

Boundary Description for Area to be Zoned MU-TC

This change in zoning will affect parcel 009 of Hamilton County Tax Map 132H, Group B. The parcel is bounded by Main Street (State Route 321) to the West and Lumber Lane to the South.

NOW, LET IT BE FURTHER ORDAINED, that this ordinance shall take effect fifteen (15) days following a public hearing and a final reading by the Collegedale Board of Mayor and Commissioners, the welfare of the City requiring it.

Passed first reading 1-16-17
Votes for 4 Votes against 0

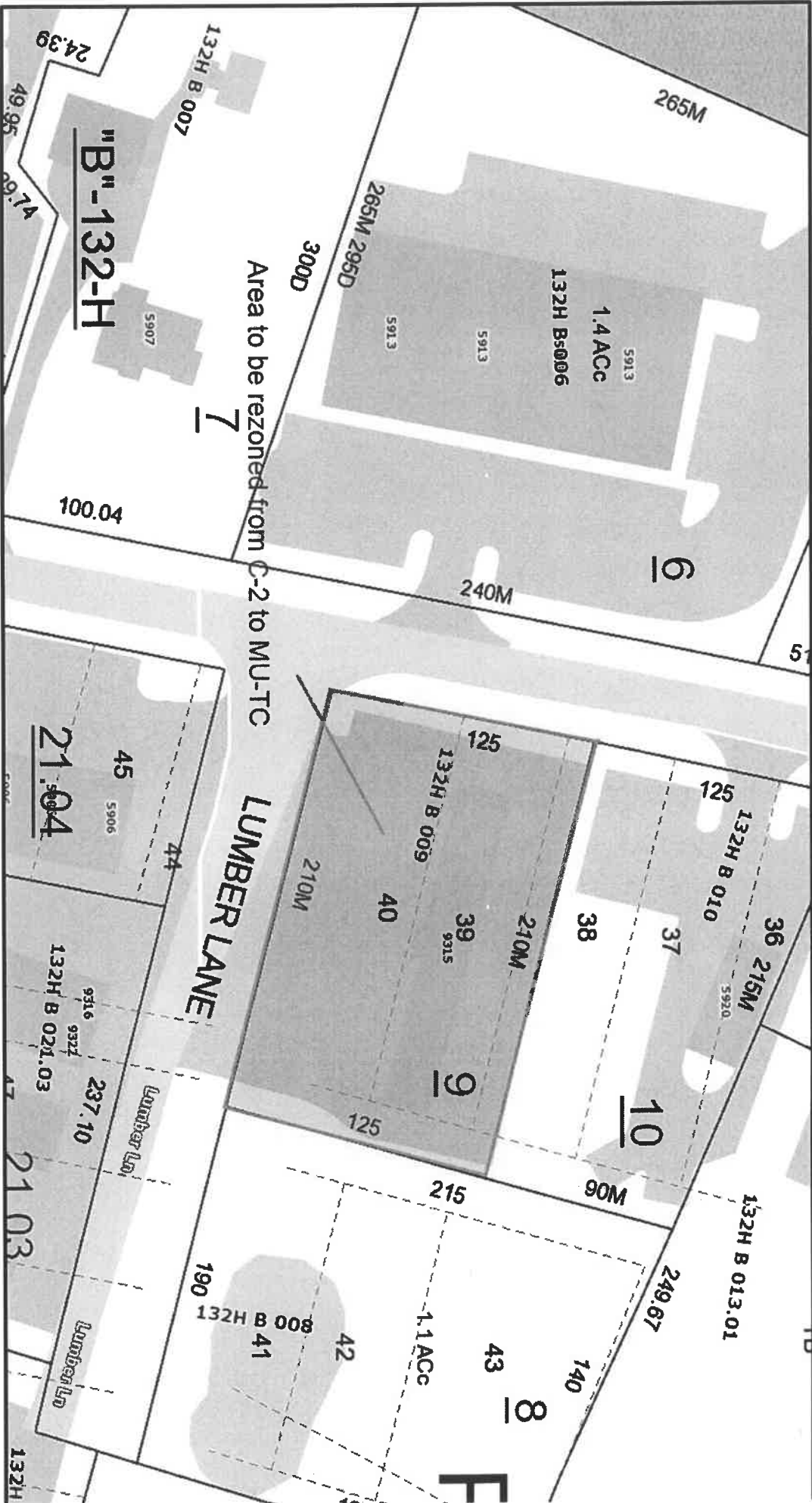
Passed second reading _____
Votes for _____ Votes against _____

Mayor

Attest: City Recorder

Approved as to form:

City Attorney



"B"-132-H

Area to be rezoned from C-2 to MU-TC

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LUMBER LANE

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FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and **City of Collegedale** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 3, 2018
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$25,000.00 (Includes \$50 Permit Fee)
Pre-Show Advance:	\$12,500.00
Pre-Show Advance Due Date:	Upon Contract Signing
Payment Terms:	Net 10
Postponement Fee:	\$2,500.00 (weather delay) or \$5,000 (weather delay – mobilization fee)
Cancellation Fee:	\$18,000.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show,
- C) providing adequate private or public security, police and fire protection,
- D) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E) securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F) removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

SPONSOR:

By (sign): _____

By (sign) : _____

Name: _____

Name: Ted Rogers

Title: _____

Title: City Manager

Date: _____

Date: _____

Address: PO Box 149

Address: 4910 Swinyar Drive PO BOX 1880

New Castle PA 16103

Collegedale TN, 37363-1880

Phone: (724) 652-9555

Phone: 423-396-3135

Email: contracts@pyrotecnico.com

Email: trogers@collegedaletn.gov



CONTACT/INSURANCE INFORMATION FORM

**You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.
If a section is not applicable, please write n/a in that section.**

Sponsor Name: City of Collegedale

Sponsor Contact Name: Eric Sines

Address: 4910 Swinyar Drive PO BOX 1880

City, State & Zip: Collegedale TN, 37315-1880

Phone: 423-598-8007 Fax: 423-396-4562

Email: esines@collegedaletn.gov

Accounts Payable Contact: Ashlynn Boyd

Accounts Payable Email: aboyd@collegedaletn.gov

Show Date: 7-3-18 Show Time: Sundown, 9:45pm

Rain Date: 7-30-18

Day-of-Show Contact Name: Eric Sines

Day-of-Show Mobile Phone Number: 423-598-8007

Day-of-Show Email: esines@collegedaletn.gov

Display Site Location and Address: Little Debbie Parkway Ball fields

If Pyrotecnico has produced a show at this site, has the geography changed? i.e. new structures, new terrain, etc If yes, please describe:

NONE

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

FAX: +1.724.652.1288

EMAIL: XX@pyrotecnico.com

**CERTIFICATE OF BACKGROUND
INVESTIGATION AND ZONING**

SUBMITTED PURSUANT TO T.C.A. § 57-3-806

Wal-Mart Stores East, LP d/b/a Walmart #3835
5588 Little Debbie Parkway
Ooltewah, Tennessee 37363

This is to certify that Michael Moore, Cynthia P. Moehring, Matthew William Allen, Andrea Lazenby, who are the executive officers of the above named retail food store, which store will make application for a license to sell wine for off premises consumption and which is located in the Municipality of Ooltewah, and/or or the County of Hamilton, State of Tennessee are in compliance with the provisions of Tenn. Code Ann § 57-3-806(a).

- (a) The undersigned has/have made careful investigation of the said applicant's background and have found that they have not been convicted of a felony within a ten-year period preceding this application.

A N D

- (b) The location of the retail food store complies with all zoning laws adopted by the jurisdiction.

This the ____ day of _____

If premises located outside Municipality:

County Executive, Print Name

County Executive, Signature

OR

Chairman of County Commission, Print Name

Chairman of County Commission, Signature

If premises located within Municipality:

Mayor of other official head of Municipality, Print Name

Mayor of other official head of Municipality, Signature

OR

Member of Legislative Body of Municipality, Print Name

Member of Legislative Body of Municipality, Signature

Member of Legislative Body of Municipality, Print Name

Member of Legislative Body of Municipality, Signature

Member of Legislative Body of Municipality, Print Name

Member of Legislative Body of Municipality, Signature