



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, NOVEMBER 12, 2013 - COUNCIL CHAMBER - 7:00 PM**

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Scott Greer, New Hope Christian Church

### **FUTURE MEETINGS**

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

Historic Preservation Commission, November 18 at 7 p.m.

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

Design Review Commission, November 19 at 7 p.m.

### **RECOGNITIONS**

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

### **MINUTES ACCEPTANCE**

**Minutes of the October 22, 2013 Board of Mayor and Aldermen Regular Meeting**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | David Parsons, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

## **CONSENT AGENDA**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <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 |

- 1 Bid for Coffee and Tea Services. (Dick Phebus, Director of Finance)**  
Recommend accepting the lowest and/or best bid from Premium Refreshment for coffee and tea services at 22 City locations beginning November 15, 2013 through November 15, 2016. Funds are available in department accounts.
- 2 Bid for two Nissan Altimas. (Gary Rikard, Chief of Police)**  
Recommend accepting the lower bid from AutoNation Memphis at a cost of \$21,575.00 each, or a total cost of \$43,150.00. These vehicles will be used by Police Investigative Services Division. Funds are available in account 124.48124.935.
- 3 Bid for eight patrol vehicles. (Gary Rikard, Chief of Police)**  
Recommend accepting the lowest bid from AutoNation at a total cost of \$185,288.00 or \$23,161.00 each. Funds are available in account 311.48311.785.20314.
- 4 Bid for equipping of eight patrol vehicles. (Gary Rikard, Chief of Police)**  
Recommend accepting the lowest bid for police vehicle equipment from ComServ Wireless in the amount of \$4,225.00 per vehicle or a total of \$33,800.00. Funding is available in account 311.48311.785.20314.
- 5 Purchase of eight radar units. (Gary Rikard, Chief of Police)**  
Request approval to purchase eight dual radar units from Stalker, which is a sole source provider, in the amount of \$14,500.00 or \$1,795.00 each, plus \$140 shipping. Funds are available in account 311.48311.785.20314.
- 6 Purchase of 12 digital in-car cameras. (Gary Rikard, Chief of Police)**  
Request approval to purchase 12 digital in-car cameras from Watchguard, which is a sole source provider, in the amount of \$52,840.00 or \$4,403.33 each. Funds are available in account 311.48311.785.20314.
- 7 Contract with TDOT to repave Kirby-Whitten between Summer Ave. and Memphis-Arlington Road. (Rick McClanahan, Director of Engineering)**  
Authorize the Mayor to sign the contract with the Tennessee Department of Transportation to manage a local project to repave Kirby-Whitten Road from south of Summer Ave to Memphis-Arlington Road. The total cost of this project is an estimated



\$2.25 million with 80 percent of the funding to come from Federal dollars. The City's 20 percent match will be included in next year's budget as part of asphalt overlay.

- 8 **Close a section of Olive Street. (Rick McClanahan, Director of Engineering)**  
Recommend closing a section of Olive Street, transferring said section to Michael and Susan Swain, and establishing a sanitary sewer easement.
- 9 **Planning Commission Report for November 2013. (Terry Emerick, Director of Planning and Economic Development)**

### **NEW BUSINESS**

- I **Resolution 26-13, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$40,199.36 for a 2014 alcohol enforcement grant and amend the Fiscal Year 2014 Budget to appropriate the grant. (Dick Phebus, Director of Finance)**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | David Parsons, Alderman                              |
| <b>SECONDER:</b> | Emily Elliott, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

- 2 **Resolution 28-13, a resolution to appropriate an additional \$213,226 from fund balances for the City's minimum suggested contribution to its retirement plan for Fiscal Year 2014 (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the City's Fiscal Year 2014 Budget allocated less than the actuarial analysis indicated the City's minimum contribution needed to be. This resolution will appropriate an additional \$213,226 from the General Fund, Solid Waste Fund, Drainage Fund and Utility Fund fund balances.

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

- 3 **Report on Debt Obligation General Obligation 2013 Series. (Dick Phebus, Director of Finance)**

This item does not require a vote.

Mr. Phebus noted that the State Comptroller requires this debt obligation report be disclosed to the Board of Mayor and Aldermen during a Board meeting. This general obligation bond is for \$4.69 million.

|                |                         |
|----------------|-------------------------|
| <b>RESULT:</b> | <b>NO VOTE REQUIRED</b> |
|----------------|-------------------------|

- 4 **Report on Debt Obligation Water Sewer 2013 Series (Dick Phebus, Director of Finance)**

This item does not require a vote.

Mr. Phebus noted that the State Comptroller requires this debt obligation report be disclosed to the Board of Mayor and Aldermen during a Board meeting.  
This water and sewer bond is \$2,005,000.00. The City received a 2.61 interest rate on the bond repayment.

|                                        |
|----------------------------------------|
| <b>RESULT:</b> <b>NO VOTE REQUIRED</b> |
|----------------------------------------|

### **OPEN DISCUSSION**

### **ADJOURNMENT**

Meeting adjourned at 7:10 PM



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, OCTOBER 22, 2013 - COUNCIL CHAMBER - 7:00 PM**

### **CALL TO ORDER**

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, Mayor A. Keith McDonald: Present.

### **INVOCATION**

Opening Prayer by John Latimer, Christ Church

### **FUTURE MEETINGS**

Family Assistance Commission, November 4 at 7 p.m.

Planning Commission, November 4 at 7 p.m.

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

City Beautiful Commission, November 7 at 7 p.m.

Bartlett Historical Society, November 11 at 7 p.m.

### **RECOGNITIONS**

#### **Girl or Boy Scouts**

#### **City Beautiful Commission Yard-of-the-Month and Civic Pride winners**

#### **Fire Prevention poster winners**

Fire Marshal Howard McNatt, Mayor McDonald and the Aldermen recognized the local winners of the Fire Prevention Poster Contest.

Luke Baldrige - Kindergartner at Bartlett Baptist

Zophia Jaurique - First grader at Bon Lin Elementary

Andrew Dunn - Second grader at Ellendale Elementary

Abby McNinch - Third grader at Bon Lin Elementary

Maddie Paule - Fourth grader at Bon Lin Elementary

Olivia Williams - Fifth grader at Bon Lin Elementary

Chrystel Nguyen - Sixth grader at St. Ann School

Cherish Staten - Seventh grader at New Consortium of Law and Business

Analyse Capodifero - Eighth grader at St. Ann School

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**MINUTES ACCEPTANCE****Minutes of the October 8, 2013 Board of Mayor and Aldermen Regular Meeting**

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

**1 Special event permit for Ellendale Baptist Church Fall Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Thursday, October 31, 2013 from 6 to 8 p.m. at the church campus.

**2 Purchase of 20.7 Terabyte Storage Server. (Dick Phebus, Director of Finance)**

Request authorization to purchase 20.7 Terabyte Storage Service for \$22,802.40.

This new server will act as the main storage facility for the City's employee computer users. Funds are available in account 123.48123.933.

**3 Planning Commission Report for October 2013 (Terry Emerick, Director of Planning and Economic Development)**

Item 1 - Special use permit for an assisted living facility on the east side of Kirby-Whitten between Stage and Summer was approved with conditions.

Item 2 - Special use permit for El Primo Auto Repair and Used Tire Sales, 6838 Summer, was approved with conditions.

Item 3 - Site plan for Pump-It-Up building addition was approved with conditions.

**4 Treasurer's Report for September 2013. (Dick Phebus, Director of Finance)**

|                             |              |
|-----------------------------|--------------|
| Adopted Budget Expenditures | \$62,822,095 |
| Year-to-date Expenditures   | \$15,701,235 |
| Adopted Budget Revenues     | \$62,822,095 |
| Year-to-date Revenues       | \$7,584,923  |

**NEW BUSINESS**

- 1 Set a public hearing for November 26, 2013 for Resolution 21-13, a Resolution Approving a Special Use Permit for an Assisted Living Facility to be Located on the East Side of Kirby-Whitten Road in the Robinwood Commercial Center between Summer Avenue and Stage Road. (Terry Emerick, Director of Planning and Economic Development)

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

- 2 Set a public hearing for November 26, 2013 for Resolution 24-13, a Resolution Approving a Special Use Permit for El Primo Auto Repair and Used Tire Center to operate an Automobile Repair Shop (excluding Body Work) and the Sale of Class A Used Tires within the "C-H" Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)

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

- 3 Resolution 25-13, a resolution accepting a donation by the Freeburg family of an approximate 4.6 acre tract of real property located at the corner of Centralia and the L & N Railroad. (Ed McKenney, City Attorney)

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

**OPEN DISCUSSION**

Fire Chief Terry Wiggins announced that the Annual Volunteer Firefighter Pancake Breakfast raised \$9,200 and served about 1,800 people.

Police Inspector Jeff Cox invited citizens to drop of any unused prescription drugs at Drug Take Back Day, which will be held Saturday, October 26 from 10 a.m. to 2 p.m. at the Kroger on Highway 70 and Appling.

**ADJOURNMENT**

Meeting adjourned at 7:18 PM



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, OCTOBER 8, 2013 - COUNCIL CHAMBER - 7:00 PM**

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Mark Edge, Bethel Church

### **FUTURE MEETINGS**

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

Bartlett Historical Society, October 14 at 7 p.m.

BPACC Advisory Board, October 15 at 6 p.m.

Design Review Commission, October 15 at 7 p.m.

Historic Preservation Commission, October 21 at 7 p.m.

### **RECOGNITIONS**

#### **Girl or Boy Scouts**

One Boy Scout from Troop 567 attended the meeting to earn his Citizenship in the Community Merit Badge.

#### **Fire Department Badge Presentation**

Fire Chief Terry Wiggins presented Justin McNeely with a new badge upon being promoted to Paramedic Lieutenant.

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

### **MINUTES ACCEPTANCE**

**Minutes of the September 24, 2013 Board of Mayor and Aldermen Regular Meeting**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

|                  |                                                      |
|------------------|------------------------------------------------------|
| <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.

1. Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions.

No one spoke in favor or in opposition of Ordinance 13-13.  
Adjourned at 7:07 p.m.

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>ADJOURNED</b> |
|----------------|------------------|

2. Resolution 15-13, a Resolution approving a Special Use Permit for Sale of Used Video Games in a Retail Store Named "Game Xchange," 6832 and 6836 Stage Road.

No one spoke in favor or in opposition of Resolution 15-13.  
Adjourned 7:09 p.m.

3. Resolution 16-13, a Resolution Approving Amendments to the Planned Development Walker Farms PD.

No one spoke in favor or in opposition of Resolution 16-13.  
Adjourned at 7:11 p.m.

### **UNFINISHED BUSINESS**

- 1 **First Reading of Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions. (Peter Voss, Director of Personnel)**

Mr. Voss noted that this ordinance amendment is required by the State.

|                  |                                                        |
|------------------|--------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED ON THIRD AND FINAL READING [UNANIMOUS]</b> |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                                 |
| <b>SECONDER:</b> | Emily Elliott, Alderman                                |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick   |

- 2 **Resolution 15-13, a Resolution approving a Special Use Permit for Sale of Used Video Games in a Retail Store Named "Game Xchange," 6832 and 6836 Stage Road. (Terry Emerick, Director of Planning and Economic Development)**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Mr. Emerick explained that businesses that intend to sell secondhand goods are required by the Zoning Ordinance to have a special use permit. The Planning Commission forwarded this item to the Board with a recommendation to approve.

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

### **3 Resolution 16-13, a resolution approving amendments to the Planned Development Walker Farms PD. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick explained that this resolution amends an existing, approved planned development. The property was foreclosed upon and the new owners/developers requested new conditions, including landscape provisions, a minor reduction in rear-yard setbacks, a requirement that all mailboxes be of the same design and the exterior of all houses will be no less than 70 percent brick.

The Planning Commission denied a request that the minimum square footage be reduced from 2,000 to 1,600 square feet.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Bobby Simmons, Alderman  
**SECONDER:** Paula Sedgwick, Alderman  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

### **CONSENT AGENDA**

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

### **1 Special event permit for the Ashley Scott 5K Race. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 19, 2013 from 6 a.m. to 9:30 p.m. on the campus of Bartlett Baptist Church.

### **2 Special event permit for St Ann/St Vincent de Paul Yard Sale. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 19, 2013 from 6 a.m. to 1 p.m. in St. Ann's school gym.

### **3 Special event permit for UPS/United Way/Special Olympics 5K Run. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, November 2, 2013 from 9 a.m. to 1 p.m. at the UPS facility, 3101 New Brunswick Rd.



- 4 Special event permit for Cultural Council Event for Store Associates & Customers. (Jim Brown, Director of Code Enforcement)**  
The event will be held on Saturday, October 12, 2013 from 12 to 4 p.m. at Kroger, 5995 Stage Road.
- 5 Bid for Three Outdoor Emergency Warning Sirens (IQM2 Admin,)**  
Recommend accepting the sole bid from ComServ, Inc. at a total cost of \$66,359.00. Funds are available in account 311.48311.785.449.
- 6 Cancellation of Residential Subdivision Contract Betty Bradford Subdivision. (Rick McClanahan, Director of Engineering)**  
Upon cancellation of this contract, the City will refund \$3,773.00 to the developer. The bond in the amount of \$6,600.00 will be released to the developer.

### **NEW BUSINESS**

**There is no new business.**

### **OPEN DISCUSSION**

Finance Director Dick Phebus announced the bond sale today. He said there were nine bidders and the winning bidder gave an interest rate of 2.61 percent on \$6.9 million payable over 20 years. Additionally, the City refunded \$3,170,000 in bonds, thereby saving \$135,902.

Alderman Elliott announced the Volunteer Firefighters Pancake Breakfast on Saturday, October 12 from 7 to 11 a.m.

Fire Marshall Howard McNatt stated that this year's fire prevention week's theme is Prevent Kitchen Fires. The local poster contest winners will be recognized during the October 22, 2013 Board meeting.

### **ADJOURNMENT**

Meeting adjourned at 7:19 PM

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

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A. Keith McDonald  
Mayor

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



# City of Bartlett

*A. Keith McDonald, Mayor*

## BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 24, 2013 - COUNCIL CHAMBER - 7:00 PM

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Alderman David Parsons

### **FUTURE MEETINGS**

Bartlett Station Commission, October 2 at 7:30 a.m.

City Beautiful Commission, October 3 at 7 p.m.

Family Assistance Commission, October 7 at 7 p.m.

Planning Commission, October 7 at 7 p.m.

### **RECOGNITIONS**

#### **Mayor's Youth Council**

Mayor McDonald recognized the Class of 2014 Mayor's Youth Council members:

Mary Ellen Awtrey, sophomore at Bartlett High  
 Erin Bowens, eighth grader at Appling Middle  
 Brogan Brewer, eighth grader at Bon Lin Middle  
 Tyler Brown, eighth grader at Appling Middle  
 David Claunch, senior at Bolton High  
 Mark Criswell, eighth grader in home school  
 Jala Douglas, sophomore at Bolton High  
 Shelby Dozier, senior at Arlington High  
 Haley Elmore, eighth grader at Shadowlawn Middle  
 Taylor Feathers, senior at Arlington High  
 Antonio Garrett, senior at Bolton High  
 Grace Jennings, eighth grader at Shadowlawn Middle  
 Chrissy Jensen, eighth grader at Appling Middle  
 Kaela Jones, senior at Bartlett High  
 Cody Kossan, senior at Bolton High  
 Josh Kuhstoss, eighth grader at Appling Middle  
 Jessica LaPorte, senior at Arlington High  
 Jordan Leach, sophomore at Bolton High  
 Lacey Loft, eighth grader at Appling Middle

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Allie McMahan, senior at Bolton High  
 Rachel Milzarek, eighth grader at Appling Middle  
 Dawson Mullins, eighth grader at Appling Middle  
 Alexa Pangonas, seventh grader at Bon Lin Middle  
 Abby Rodriguez, eighth grader at Appling Middle  
 Hannah Stevens, seventh grader at St. Ann  
 Ellen Sutton, senior at Bolton High  
 Haley Todd, senior at Bartlett High  
 Madeline Velez, seventh grader at St. Ann

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

**MINUTES ACCEPTANCE**

**Minutes of the September 10, 2013 Board of Mayor and Aldermen Regular Meeting**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | David Parsons, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**UNFINISHED BUSINESS**

- I **Second Reading of Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions. (Peter Voss, Director of Personnel)**

The public hearing is set for October 8, 2013.

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

**CONSENT AGENDA**

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

- I **Special Event for Bartlett Station Music Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 19, 2013 from 12 to 9 p.m. at 5792 Ferguson Road.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

- 2 **Special event permit for Bartlett Hills Baptist Church Arts & Crafts Festival. (Jim Brown, Director of Code Enforcement)**  
The event will be held on Friday, October 18 from 11 a.m. to 6 p.m. and on Saturday, October 19 from 9 a.m. to 4 p.m. at the church campus.
- 3 **Special event permit for New Hope Christian Church Fallapalooza. (Jim Brown, Director of Code Enforcement)**  
The event will be held on Sunday October 20, 2013 from 3 to 6 p.m. on the church campus.
- 4 **Special event permit for Candy Buy Back for Bartlett Pediatric Dentistry. (Jim Brown, Director of Code Enforcement)**  
The event will be held from October 15, 2013 thru November 15, 2013 at 3071 Kirby Whitten. This event is for a banner only. Code Enforcement cannot approve where they have indicated the banner to be placed.
- 5 **Purchase of laptop and six handheld meter readers. (Dick Phebus, Director of Finance)**  
Request authorization to purchase a laptop and six handheld meter readers from United Utilities, Inc in the amount of \$42,250.00, plus annual maintenance of \$2,970.00. Funds are available in accounts 510.51300.939 and 510.51100.262.

## **NEW BUSINESS**

- I **Appoint Britt Linder to Parks and Recreation Advisory Board. (A. McDonald, Mayor)**

Mr. Linder's term will expire December 31, 2014.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | David Parsons, Alderman                              |
| <b>SECONDER:</b> | Bobby Simmons, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

- 2 **Resolution number 22-13, a resolution authorizing the issuance of not to exceed four million nine hundred twenty-five thousand dollars (\$4,925,000) in aggregate principal amount of general obligation refunding and improvement bonds of the City of Bartlett, Tennessee; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

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

- 3 Resolution 23-13, a resolution authorizing the issuance of not to exceed two million ninety thousand dollars (\$2,090,000) in aggregate principal amount of water and sewer revenue and tax refunding and improvement bonds of the City of Bartlett, Tennessee; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

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

### **OPEN DISCUSSION**

Mr. Phebus asked the Board to review the form in front of them that is that must be presented at a regular meeting within 45 days of issuance. The interest rate of 2.13 percent on the 7-year notes is favorable. First Tennessee Bank purchased the notes and the proceeds will be wired to our bank on September 25, 2013.

David Braun, 4983 Lake Valley Cove, asked the Board to reconsider the City's policy on removing estate signs. Mr. Braun owns Braun Haus Estate Sales and usually puts out a few professionally-made, directional signs two to four days prior to a sale. He asked, that since 85 percent of his business is from drive by traffic, if his signs could remain standing for a few days.

Mayor McDonald suggested Mr. Braun present his idea to the Design Review Commission, and if the Commission likes the idea, it will present an ordinance amendment to the Board.

### **ADJOURNMENT**

Meeting adjourned at 7:20 PM



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, SEPTEMBER 10, 2013 - COUNCIL CHAMBER - 7:00 PM**

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Spencer Gallarno, Providence Baptist Church

### **FUTURE MEETINGS**

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

Historic Preservation Commission, September 16 at 7 p.m.

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

Bartlett Arts Council, September 17 at 7 p.m.

Design Review Commission, September 17 at 7 p.m.

### **RECOGNITIONS**

#### **Volunteers in Police Service (VIPS) Recognition (Gary Rikard, Chief of Police)**

Chief Gary Rikard and Lt. Todd Halford introduced the inaugural participants in the Volunteers in Police Service (VIPS) program: Carolyn Borden, Ken Chorce, Deb Dedrick, Kim Dyer, Elaine McKinney, Tommie Moore, Cindy Rickert, Susan Smith and Jason Sykes.

#### **Boy Scouts**

Two Boy Scouts from Troop 210 attended the meeting to earn their Citizenship in the Community merit badges.

#### **Youth Leadership Bartlett**

Teens from Youth Leadership Bartlett Class of 2013-2014 spent the afternoon with Mayor McDonald learning about City government.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

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

Emergency Expenditure - \$20, 491.83 for Fire Engine 5 engine repair.

**MINUTES ACCEPTANCE**

**Minutes of the August 27, 2013 Board of Mayor and Aldermen Regular Meeting**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | David Parsons, Alderman                              |
| <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.

- 1. Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive.**

No one spoke for or against Ordinance 13-12.  
The hearing adjourned at 7:13 p.m.

- 2. Resolution 14-13, a resolution approving a Special Use Permit for an assisted living facility to be located on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale.**

No one spoke for or against Resolution 14-13.  
The hearing adjourned at 7:15 p.m.

- 3. Progress report for the Plan of Services for Areas annexed December 31, 2012.**

Chief Administrative Officer, Mark Brown presented the six-month annexation report for the properties annexed December 31, 2012. State law requires a public hearing on the progress of an annexation's plan of services after six months. He stated the police department began patrolling the five annexed areas the day the annexation became effective, which was January 30, 2013. Additional officers have been hired and additional equipment has been purchased.

Fire Station 5 was built in anticipation of this annexation and a fourth ambulance was placed into service prior to this annexation.

Solid Waste carts were delivered to residents prior to annexation and collection began on the effective date.

Parks service was already being provided to the area via Freeman Smith and Blue Lagoon Parks. Animal Control added contract personnel to address increased need.

Grounds and street maintenance added personnel and equipment.

As is City policy, the new residents were polled regarding the installation of street lights, and street lights were installed where requested.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Mr. Brown said a few water line projects are in the works, and the area already had water service. Sewer service will occur as development spreads into the area.

Zoning changes were made in the annexation ordinance. Code enforcement began on the effective date.

Mr. Brown explained that the City is required to produce an annual progress report until the annexation area's Plan of Services is complete.

No one spoke on the Annexation Progress Report.

The hearing adjourned at 7:19 p.m.

## **UNFINISHED BUSINESS**

### **I Third Reading of Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick explained that the developer purchased four parcels along Summer Avenue/Highway 70. The zoning request to RS-12 allows an assisted living facility to be constructed with an approved special use permit. The special use permit will be voted on in Resolution 14-13.

Mr. Emerick noted that this request received a favorable recommendation from the Planning Commission.

Mayor McDonald asked what would happen if the assisted living facility is not built on the property after its zoning change. Mr. Emerick explained that the zoning would remain RS-12 and single-family houses could be built. The RS-12 Zoning is consistent with the property adjacent. Additionally, churches are allowed on five acres or more of residentially-zoned property with a special use permit. Mayor McDonald pointed out that the neighbors would not be damaged if the assisted living facility is not constructed.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED ON THIRD AND FINAL RE [UNANIMOUS]</b>    |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |
| <b>SECONDER:</b> | Emily Elliott, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

### **2 Resolution 14-13, a resolution approving a Special Use Permit for an assisted living facility to be located on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick stated that this special use permit would be for a 66-bed assisted living facility. The facility will be a one-story residential-type structure that will be well landscaped and have parking for visitors.

A private drive will be provided by the developer for access to Cedar Hall Bed and Breakfast.

The Planning Commission recommended approving this special use permit with the attached conditions.

Mr. Emerick noted if this special use permit is approved, the developer must return to the Planning Commission for approval of a detailed site plan.



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

**3       Progress report for the Plan of Services for Areas annexed December 31, 2012 (Terry Emerick, Director of Planning and Economic Development)**

**RESULT:**           **NO VOTE REQUIRED**

**CONSENT AGENDA**

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

- 1       Special event permit for Tennessee Baptist Children's Home Fall Festival. (Jim Brown, Director of Code Enforcement)**  
The event will be held on Saturday, October 19, 2013 from 9 am to 2 pm on the children's home campus.
- 2       Special event permit for Mountain Bike Endurance Race "12 Hrs of Stank." (Jim Brown, Director of Code Enforcement)**  
The event will be held on Saturday October 5, 2013 from 8 am to 10 pm at Nesbit Park.
- 3       Special event permit for 5K Run/Walk for One Less. (Jim Brown, Director of Code Enforcement)**  
The event will be held on Saturday, November 9, 2013 from 9 until 10:30 am at Faith Baptist Church.
- 4       Annual contribution to the County's Household Hazardous Waste Collection Facility. (Bill Yearwood, Director of Public Works)**  
Approve yearly contribution of \$20,000 to waste facility, as approved in Resolution 43-05. Funds are available in account 122.48122.899.
- 5       MATA Bus Shelter Installation Project. (Rick McClanahan, Director of Engineering)**  
Request authorization to enter into a contract with MATA for the installation of two bus shelters. The City will be responsible for 20 percent of the purchase costs and 100 percent of the installation costs, which equals \$5,500. Funds are available in account 121.48121.975.
- 6       Planning Commission report for September 2013. (Terry Emerick, Director of Planning and Economic Development)**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**NEW BUSINESS**

- 1 Appoint Matt Meador to Parks and Recreation Advisory Board. (A. McDonald, Mayor)**

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

- 2 Set a Public Hearing for October 8, 2013 for Resolution 15-13, A Resolution Approving a Special Use Permit for Sale of Used Video Games in a Retail Store Named "Game Xchange", 6832 and 6836 Stage Road. (Terry Emerick, Director of Planning and Economic Development)**

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

- 3 Set a Public Hearing for October 8, 2013 for Resolution 16-13, a Resolution Approving Amendments to the Planned Development Walker Farms PD. (Terry Emerick, Director of Planning and Economic Development)**

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

- 4 Resolution 19-13, an initial resolution authorizing the issuance of not to exceed two million three hundred thirty thousand dollars (\$2,330,000) General Obligation Public Improvement Bond and not to exceed one million four hundred ten thousand dollars (\$1,410,000) water and sewer revenue and tax bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the bond counsel had a procedural concern with the approval of these resolutions at the August 27, 2013 meeting, so he's asking the Board to reapprove them.

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

- 5 Resolution 20-13, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing equipment acquisition capital outlay notes, Series 2013, in an amount not to exceed \$770,500, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

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

- 6 First Reading of Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions. (Peter Voss, Director of Personnel)**

Mr. Voss stated that Tennessee's Occupational Safety and Health Administration (OSHA) requested that the included changes be made to the City's OSHA program.

**RESULT:** APPROVED ON FIRST READING [UNANIMOUS] Next: 9/24/2013 7:00 PM  
**MOVER:** Jack Young, Vice Mayor  
**SECONDER:** Paula Sedgwick, Alderman  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**The public hearing to be set for October 8, 2013.**

- 7 First Reading of Ordinance 13-14, an ordinance adding a new section to Title 8, Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett, Tennessee to allow the issuance of special event beer permits. (Ed McKenney, City Attorney)**

This item was sponsored by Alderman Paula Sedgwick on behalf of the Bartlett Station Commission. Alderman Sedgwick explained that this amendment emerged from the Bartlett Station Commission wanting to host a music festival and be able to offer beer for sell. The ordinance addresses Commission members' concerns about the possibility of underage drinking. The festival will be held Saturday, October 19, with or without the special event beer permit. Alderman Sedgwick said she and the Commission hope this event would grow and bring interest and awareness to Bartlett Station.

Melissa Barre, 3037 Guillory, spoke on behalf of the Bartlett Station Commission. She said in order to deter underage drinking beer would be sold within a tent enclosed on three sides with a single point of access. Consumers would be required to wear wristbands and would only be allowed to drink beer within the tent. Security officers would be posted at the tent's entrance.

**RESULT: FAILED DUE TO LACK OF A SECOND**

**The public hearing to be set for October 8, 2013.**

### **OPEN DISCUSSION**

Jeff Schnobrich, who interned for Mark Brown through his Master's Program at the University of Memphis, thanked Mr. Brown and the City employees for teaching and assisting him throughout his internship.

Alderman Parsons asked for an explanation of the Shelby County Household Hazardous Waste Facility. Bill Yearwood, Director of Public Works, explained that chemicals, paints and other pollutants could be dropped off at the facility to be disposed of properly, as opposed to sending them to the landfills and allowing them to seep into the ground.

### **ADJOURNMENT**

Meeting adjourned at 7:43 PM

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 09/10/13 07:00 PM

Department: Police

Category: Presentation

Prepared By: Penny Medlock

Department Head: Gary Rikard

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## **Volunteers in Police Service (VIPS) Recognition**

Chief Gary Rikard respectfully requests to recognize the following individuals as part of the new VIPS program: Carolyn Borden, Ken Chorce, Deb Dedrick, Kim Dyer, Elaine McKinney, Tommie Moore, Cindy Rickert, Susan Smith and Jason Sykes.

**RESULT: NO VOTE REQUIRED**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



*City of Bartlett*  
A. Keith McDonald, Mayor

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

**TUESDAY, AUGUST 27, 2013 - BARTLETT CITY HALL - 7:00 PM**

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Danny Sinuefield, Faith Baptist Church

### **FUTURE MEETINGS**

Planning Commission, September 3 at 7 p.m.

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

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

Family Assistance Commission, September 9 at 7 p.m.

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

### **RECOGNITIONS**

#### **Ovarian Cancer Awareness Month**

Mayor proclaimed the month of September as Ovarian Cancer Awareness Month in the City of Bartlett. On September 21 there will be a 5K run in Cancer Survivors Park in Memphis in honor of Ovarian Cancer Awareness Month.

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

### **MINUTES ACCEPTANCE**

**Minutes of the August 13, 2013 Board of Mayor and Aldermen Regular Meeting**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**RESULT:**           **ACCEPTED [UNANIMOUS]**  
**MOVER:**           Jack Young, Vice Mayor  
**SECONDER:**       Emily Elliott, Alderman  
**AYES:**             Pleasant, Elliott, Parsons, Simmons, Young

### **Minutes of the August 22, 2013 Board of Mayor and Aldermen Special Called Meeting**

**RESULT:**           **ACCEPTED [UNANIMOUS]**  
**MOVER:**           Jack Young, Vice Mayor  
**SECONDER:**       Emily Elliott, Alderman  
**AYES:**             Pleasant, Elliott, Parsons, Simmons, Young

### **UNFINISHED BUSINESS**

- I     **Second Reading of Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive. (Terry Emerick, Director of Planning and Economic Development)**

The public hearing will be held September 10, 2013.

**RESULT:**           **APPROVED ON SECOND READING [UNANIMOUS]**     Next: 9/10/2013 7:00 PM  
**MOVER:**           Jack Young, Vice Mayor  
**SECONDER:**       Bobby Simmons, Alderman  
**AYES:**             Pleasant, Elliott, Parsons, Simmons, Young

### **CONSENT AGENDA**

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

- I     **Special event permit for Hunters Walk Subdivision Annual Yard Sale (Jim Brown, Director of Code Enforcement)**  
This event will be held on Saturday October 5, 2013 from 6:00 am to 2:00 pm at each residential location in the subdivision.
- 2     **Special event permit for Spirit Halloween Retail Store (Jim Brown, Director of Code Enforcement)**  
The event will be held from September 10 thru November 10, 2013 from 10 a.m. to 7 p.m. daily at 6600 Stage Rd Suite 134-135. This is a retail store to sell seasonal items for Halloween.

- 3 **Authorization to purchase a Patch Server. (Dick Phebus, Director of Finance)**  
Request authorization to purchase a patch server from CDWG for a total cost of \$17,961.85. Funds are available in account 123.48123.933.
- 4 **Purchase of Mobile Automatic License Plate Readers. (Gary Rikard, Chief of Police)**  
Request to purchase two mobile automatic license plate readers from 3M at a total cost of \$35,380.00. 3M is a sole source provider. Funds are available in account 124.481.931.
- 5 **Bid for Basketball Uniforms - 2013 (David Thompson, Director of Parks and Recreation)**  
Recommend accepting the lowest bid from **Think Threads** at a cost of \$16,267 for 225 youth and 345 adult uniforms. Funds are available in account 11044200.335.
- 6 **Bid for Shadowlawn Road Sewer Extension, Phase I-A. (Rick McClanahan, Director of Engineering)**  
Recommend accepting the lowest bid from Encor, LLC in the amount of \$165,630.00, plus a contingency amount of \$20,000 for a total cost of \$185,630.00. Funds are available in account 312.48312.770.8114.

### **NEW BUSINESS**

- I **Resolution 18-13, a resolution to delete uncollectible business license taxes, interest, penalties and associated costs from the City of Bartlett financial records. (Dick Phebus, Director of Finance)**

|                  |                                            |
|------------------|--------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                    |
| <b>SECONDER:</b> | W.C. Pleasant, Alderman                    |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young |

- 2 **Resolution 19-13, a initial resolution authorizing the issuance of not to exceed two million three hundred thirty thousand dollars (\$2,330,000) General Obligation Public Improvement Bond and not to exceed one million four hundred ten thousand dollars (\$1,410,000) water and sewer revenue and tax bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**



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

**3       Resolution 20-13, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing equipment acquisition capital outlay notes, Series 2013, in an amount not to exceed \$770,500, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this note will fully fund the capital purchases in the Fiscal Year 2014 Budget. The interest rate for these notes is 2.13 percent.

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

**OPEN DISCUSSION**

**ADJOURNMENT**

Meeting adjourned at 7:11 PM

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

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

Attest: \_\_\_\_\_  
Stefanie McGee, City Clerk

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### ORDINANCE (ID # 1040)

Meeting: 09/10/13 07:00 PM

Department: Planning and Economic Development

Category: Zoning

Prepared By: Kim Taylor

Initiator: Terry Emerick

Sponsors:

DOC ID: 1040

## Ordinance 13-12, an ordinance to Rezone from O-R-1, SC-1 to RS-12 Property on the Northwest Side of Highway 70, approximately 350-feet Northeast of Summerdale Drive.

**WHEREAS**, an application has been received to rezone property described herein from O-R-1 and a section of SC-1 to RS-12; and

**WHEREAS**, a public hearing was held before this body on the 10th day of September, 2013, 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 O-R-1, SC-1 to RS-12.

Description of a portion of the St. Elmo Associates property described in Instrument No. CX8320 in the Shelby County Register's Office (S.C.R.O.), said portion consisting of parcel B0158 00025 and a part of parcel B0158 00252, said portion currently zoned O-R-1 and SC-1, and proposed to be rezoned RS-12 and being more particularly described by metes and bounds as follows:

Beginning at a point in the centerline of U.S. Highway 70, said point being located 1,397.67 feet from the centerline intersection of said U.S. Highway 70 and Appling Road as measured along centerline of said U.S. Highway 70; thence along the centerline of said U.S. Highway 70 South 42° 12' 46" West 595.73 feet to a point; thence North 59° 05' 24" West 421.86 feet to a point; thence North 86° 40' 17" West 106.02 feet to a point, said point being the southwest corner of the Jasper E. and Jimmie J. Rainey property as described in Instrument No. M3-9342 in the S.C.R.O.; thence along the east line of said Rainey property North 04° 30' 15" East 432.89 feet to a point; thence South 80° 07' 40" East 240.23 feet to a point; thence North 03° 39' 14" East 29.75 feet to a point; thence South 86° 39' 59" East 89.03 feet to a point; thence North 42° 23' 36" East 97.38 feet to a point; thence North 87° 23' 36" East 140.10 feet to a point; thence South 47° 36' 24" East 407.57 feet to the POINT OF BEGINNING and containing 8.962 acres (390,399 square feet).

**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: August 13, 2013  
Second Reading: August 27, 2013  
Third Reading: September 10, 2013

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

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A. Keith McDonald, Mayor

---

Stefanie McGee, City Clerk

**HISTORY:**

08/13/13 Board of Mayor and Aldermen **APPROVED ON FIRST READING**  
Next: 08/27/13

08/27/13 Board of Mayor and Aldermen **APPROVED ON SECOND READING**  
Next: 09/10/13

The public hearing will be held September 10, 2013.

**RESULT:** **APPROVED ON THIRD AND FINAL RE [UNANIMOUS]**  
**MOVER:** Jack Young, Vice Mayor  
**SECONDER:** Emily Elliott, Alderman  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



FISHER &  
ARNOLD, INC.

July 1, 2013

Mr. Terry Emerick, Director  
Planning & Economic Development  
City of Bartlett  
6382 Stage Road  
Bartlett, Tennessee 38134

**RE: Rezoning Application  
Highway 70 Property**

Dear Terry:

Fisher & Arnold, Inc., on behalf of Foster Hospitality Group, hereby makes application requesting approval to rezone parcel B0158 00025 and a portion of parcel B0158 00252, said properties currently zoned O-R-1 and totaling 6.889 acres. The purpose for this request is to rezone the O-R-1 portion of this property to RS-12 to allow development of an assisted living facility. While there are several zonings which allow an assisted living with a special use permit, we have chosen to request this area be rezoned to RS-12 due to its being more compatible with the surrounding land uses. Many view an assisted living as a commercial use; however, in reality, it is more of a hybrid residential use. The architectural design of the assisted living structure will be residential in style, and the use is certainly residential.

In association with this request, please find attached seventeen (17) copies of the following documents and/or supporting material: Cover Letter, Application for Rezoning, Proposed Rezoning Plot Plan with Legal Description, Conceptual Site Plan, Architectural Rendering, and Vicinity Map (with and without notification names). Additionally please find enclosed a check made payable to the City of Bartlett in the amount of \$594.45 for the application fee, one set of mailing labels, and transparencies of the Rezoning Plot Plan, Conceptual Site Plan and Vicinity Map. A traffic analysis will be submitted to the City Engineer at least two weeks prior to the Planning Commission meeting.

If you need any additional information or have any questions, please let us know. We look forward to working with Town staff as this application proceeds toward the August 5<sup>th</sup> Planning Commission.

Sincerely,

**Fisher & Arnold, Inc.**

**Michael Rogers, PE, RLS, LEED AP BD+C, CPESC**

Attachments

Cc: Mr. Chuck Wentz, Foster Hospitality Group  
Mr. Eddie Tims, AIA

9180 Crestwyn Hills Dr.

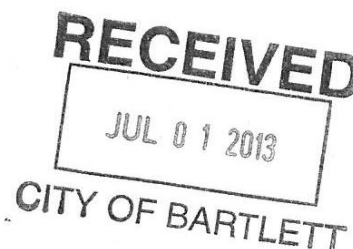
Memphis, TN 38125

(901) 748-1811

(888) 583-9724

fax: (901) 748-3115

www.fisherarnold.com



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



Bartlett Planning and  
Economic Development Department  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Application for Rezoning to the Bartlett Planning Commission

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

Requested Zoning RS-12  
Property Address N/W side of Hwy 70, approx. 350' northeast of Summerdale  
Present Zoning O-R-1  
Owner/Developer Contact Charles "Chuck" Wente Phone (417) 831-0174  
Company Name Foster Hospitality Group Fax (417) 831-1873  
Address 426 S. Jefferson, Suite 300 - Springfield, MO 65806  
Architect Contact Eddie Tims Phone (417) 838-3949  
Company Name Eddie Tims, AIA Fax (417) 831-1873  
Address 426 S. Jefferson, Suite 300 - Springfield, MO 65806  
Engineer Contact Michael Rogers Phone (901) 748-1811  
Company Name Fisher & Arnold, Inc. Fax (901) 748-3115  
Address 9180 Crestwyn Hills Drive - Memphis, TN 38125  
Submitted by Michael Rogers  
(printed name) (signature) (date)

ST. CLAY ASSOCIATES  
I, Dr. Dennis Vagstad, owner(s) of the property, hereby authorize the filing of this application.  
MANAGING PARTNER

- ☒ Attach a checked-off "Rezoning Checklist" and all items required therein.  
MDR Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.  
☒ Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00

Information to be entered by City staff only:

### Resubmittals

(See "Application Instructions: Planning Commission.")

| Resubmittal Description | Required Resubmittal Date/Time | Staff Initials |
|-------------------------|--------------------------------|----------------|
|                         | ____ a.m./p.m. on _____        |                |
|                         | ____ a.m./p.m. on _____        |                |
|                         | ____ a.m./p.m. on _____        |                |

**Bartlett Planning and  
Economic Development Department**  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Rezoning Checklist

### Plot Plan And Legal Description (each parcel, if more than one)

- ☒ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
- ☒ Adjoining public street rights-of-way
  - ☒ Area (acres)
  - ☒ Present zoning
  - ☒ Requested zoning, including purpose (attach statement, one page maximum)
  - ☒ Area in which buildings are proposed to be located, showing setback dimensions from line.
  - ☒ Drainage
  - ☒ Driveways
  - ☒ Parking area
  - ☒ Buffer planting areas
  - ☒ Type and location of any easements
  - ☐ Other pertinent information as required through staff consultation.
- ☒ Legal description (may be attached to plot plan).
- ☒ One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

### Vicinity Map

- ☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

- ☒ One (1) 8 1/2" x 11" transparency of the vicinity map, for use with an overhead projector.

### Property Owners

- ☒ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.
- ☒ Self-adhesive mailing labels for the list of property owners (two sets).

### Sign to be Erected

The party requesting the rezoning must place a 4' x 4' sign on the property at least fifteen (15) days before a public hearing at the Planning Commission level and Board of Mayor and Aldermen level.

The sign shall clearly state

- the existing and proposed zoning of the tract;
- the name, address, and phone number of the party requesting the rezoning;
- the time and date of the public hearing; and
- the telephone number of the Bartlett Planning Department.

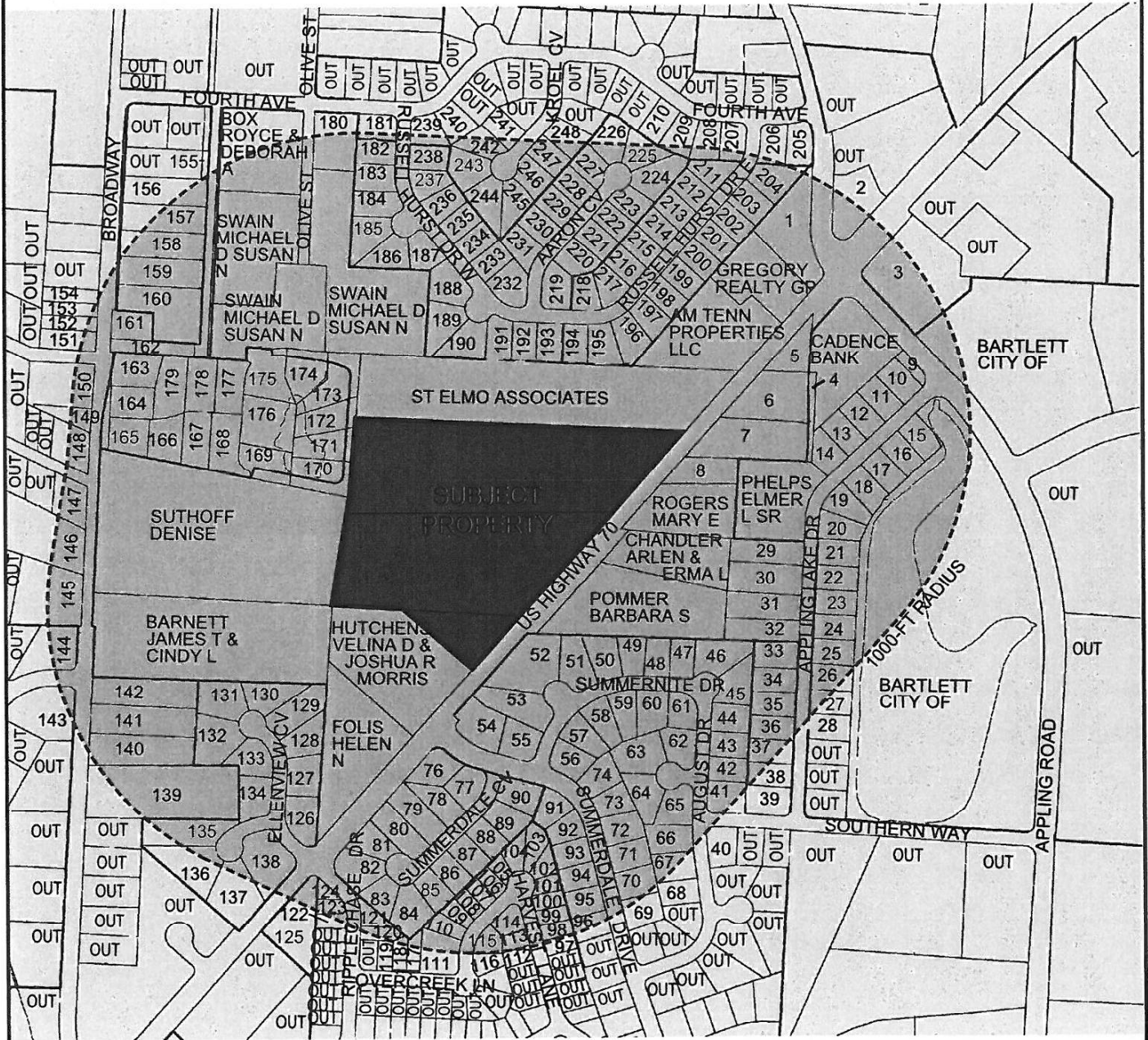
The location of the sign on the property is subject to approval by the Planning Department.

### Re-application

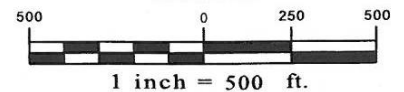
When an application for rezoning is rejected, no re-application may be made on the same property for at least twelve months after the date of rejection.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





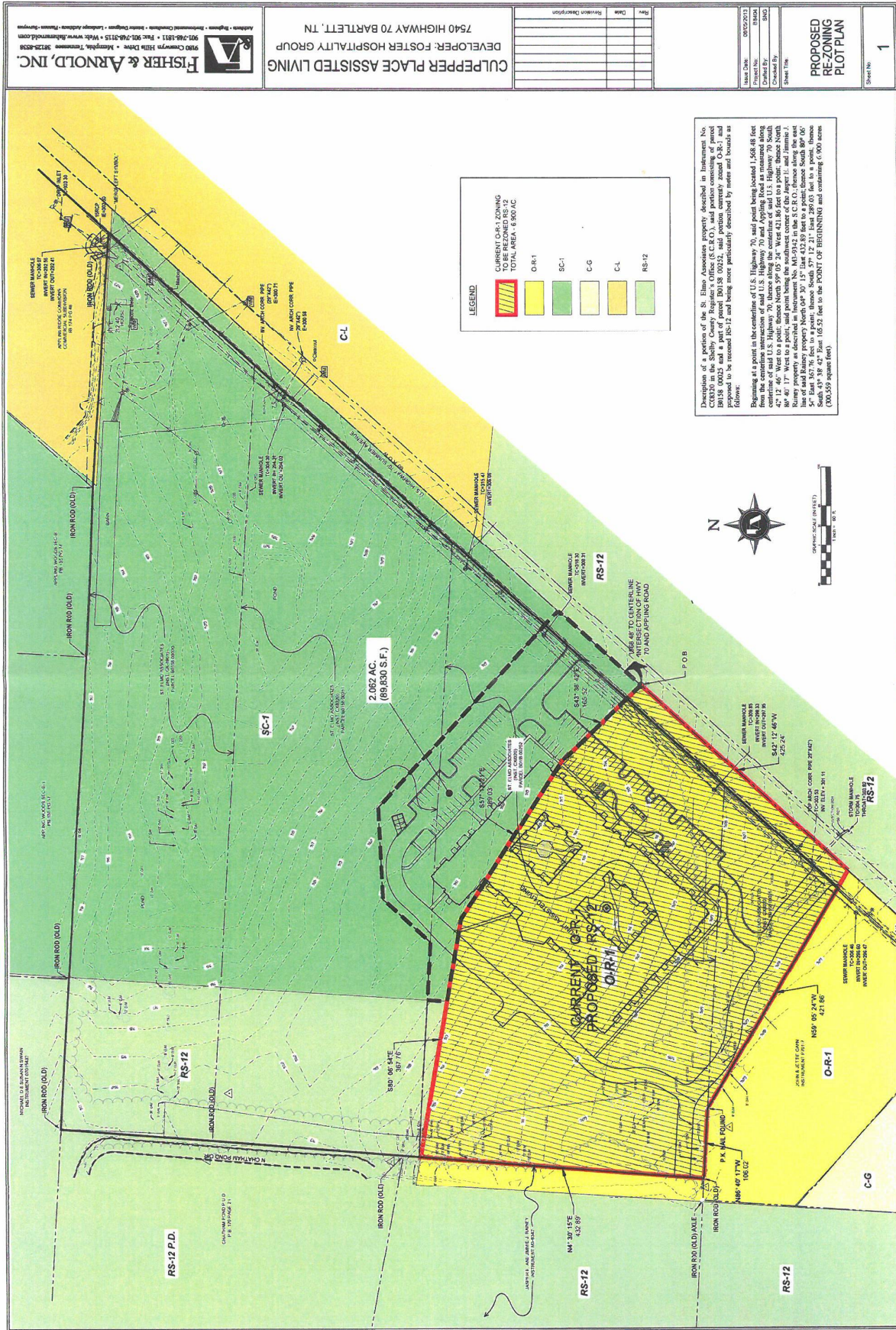
Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



VICINITY MAP

**FISHER & ARNOLD, INC.**  
 9900 Cheery Hills Drive • Memphis, Tennessee 38125-4000  
 901-948-5821 • Fax: 901-948-6135 • Web: www.fishernad.com  
 Architects • Engineers • Environmental Consultants • Interior Designers • Landscape Architects • Planners • Surveyors





Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)









## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### ADOPTED

### RESOLUTION 21-13

Meeting: 09/10/13 07:00 PM  
Department: Planning and Economic Development  
Category: Special use permit  
Prepared By: Stefanie McGee  
Initiator: Terry Emerick  
Sponsors:  
DOC ID: 1067

## Resolution 14-13, a resolution approving a Special Use Permit for an assisted living facility to be located on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale.

**WHEREAS**, an application has been made for a Special Use Permit for an assisted living facility to be located on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale.

**WHEREAS**, the Planning Commission reviewed the proposed Special Use Permit for an assisted living facility on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale on Monday August 5, 2013, in accordance with their regulations and recommended approval of the Special Use Permit; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on the 10 day of September, 2013 and approved the Special Use Permit for an assisted living facility on the northwest side of Highway 70, approximately 350 feet northeast of Summerdale, subject to the following conditions:

### Engineering Conditions:

- I. Driveways:
  - a. North: At the top of the hill - full movement - No problem
  - b. South: At bottom of the hill - full movement. May have a visibility problem over top of hill. Applicant's engineer will have to provide a plan and profile of Hwy 70 in the construction plans to show that the proposed driveway has adequate sight distance.
  - c. Applicant will have to apply for a driveway permit from TDOT before final approval on the access locations.
2. Water:
  - a. An extension will be required to connect to the existing water main at the back of the adjacent lot (Cedar Hall). This can be done as part of the site water extension.
  - b. There is a 12" water main to the north of this site on Hwy 70 at the Appling Rd intersection, which may need to be extended south to this site. This will be further evaluated when the construction drawings come in and it can be properly modeled to see if the existing 8" line along the frontage of this site is adequate.
3. Sewer:
  - a. Sewer is currently available along most of the Hwy 70 frontage.
  - b. An extension of the main may be required onto this site.
4. Hwy 70: Full improvements are not required, but full dedication to 57' from centerline is required along with;
  - a. A left turn lane constructed to TDOT standards, if required by Engineering as based on the final, approved Traffic Study for the site, submitted by the Fisher &

Arnold the engineer for Culpepper Place Assisted Living;

- b. A right turn lane constructed to TDOT standards, if required by Engineering as based on the final, approved Traffic Study for the site, submitted by the Fisher & Arnold the engineer for Culpepper Place Assisted Living.;
  - c. TDOT permits for both the driveways and all utility connection within the right of way (such as sewer and water); and
  - d. Dedicate a 15' temporary construction easement all along the road frontage for the future Hwy 70 widening project. This shall remain dedicated until the road is fully widened. The property owner can plant the full landscape screen at this time, with the understanding it will be replaced at some point in the future.
- 5. Grading and Drainage:
  - a. Detention (2, 5, 10, and 25 year storms) is required for the developed areas on both sides of the ridge.
  - b. The stormwater runoff from the point discharge from the Cedar Hall site through this property to the 36" culvert under Hwy 70 shall be either
    - ☐ piped, or
    - ☐ contained in a concrete swale/ditch with a public drainage easement (min 15' wide). This may affect the location of the south driveway.
- 6. Plat:
  - a. A plat will be required to dedicate all public rights of way and public easements.
  - b. This plat will define the specific area as defined in the conceptual site plan and the property that is affected by the Special Use Permit. The remaining property will all be zoned SC-1.
  - c. Standard notes (digital copy is available in the Engineering office) shall be included on the plat.
  - d. An additional note shall be included on the plat noting the acreages covered in the fee calculations - for future reference.
  - e. Place the signature blocks on a second page and place the notes on the first page.
  - f. Show the ingress/egress easement along the driveway that connects into the Cedar Hall Bed and Breakfast property. If the southern drive is extended and connected to provide access to Cedar Hall.
- 7. Tree Survey: This will be required with the submission of the construction plans.
- 8. Contract:
  - a. A subdivision contract is required and will be prepared by the City after the construction drawings have been reviewed and approved by the Planning Commission reflecting the Site Plan conditions.
  - b. All fees will apply, unless applicant can show some have been paid previously.

**Planning Conditions:**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

- I. The applicant has provided a site concept plan to show the proposed development. The applicant shall submit a formal site plan application to the Planning Commission and the Design Review Commission after the Board of Mayor and Aldermen approves the Special Use Permit and rezoning of this property.

**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 for an assisted living facility on the Northwest Side of Highway 70 approximately 350 feet northeast of Summerdale, incorporating the above listed conditions, is approved.

Adopted this 10 day of September, 2013.

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

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

\_\_\_\_\_  
Stefanie McGee, City Clerk

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



FISHER &  
ARNOLD, INC.

July 1, 2013

Mr. Terry Emerick, Director  
Planning & Economic Development  
City of Bartlett  
6382 Stage Road  
Bartlett, Tennessee 38134

**RE: Special Use Permit  
Highway 70 Property  
Assisted Living Facility**

Dear Terry:

Fisher & Arnold, Inc., on behalf of Foster Hospitality Group, hereby makes application requesting approval for a special use permit to develop an assisted living facility on parcels B0158 00025, B0158 00252 and a portion of parcel B0158 00251, said area totaling 9.124 acres. Currently 6.900 acres of the 9.124 acres is zoned O-R-1, with the remaining 2.224 acres zoned SC-1. Since O-R-1 does not allow an assisted living, we are filing this Special Use Permit application concurrently with a Rezoning application to rezone the O-R-1 area to RS-12. We feel the assisted living use is compatible with the surrounding properties and well suited for a transition from residential to commercial uses.

- Architects
- Engineers
- Environmental Consultants
- Interior Designers
- Landscape Architects
- Planners
- Surveyors

In association with this request, please find attached seventeen (17) copies of the following documents and/or supporting material: Cover Letter, Purpose Narrative, Application for Special Use Permit, Conceptual Site Plan (with special use area delineated with legal description), Architectural Rendering and Vicinity Map (with and without notification names). Additionally please find enclosed a check made payable to the City of Bartlett in the amount of \$706.20 for the application fee, one set of mailing labels, and transparencies of the Conceptual Site Plan and Vicinity Map. A traffic analysis will be submitted to the City Engineer at least two weeks prior to the Planning Commission meeting.

If you need any additional information or have any questions, please let us know. We look forward to working with Town staff as this application proceeds toward the August 5<sup>th</sup> Planning Commission.

Sincerely,

Fisher & Arnold, Inc.

Michael Rogers, PE, RLS, LEED AP BD+C, CPESC

Attachments

Cc: Mr. Chuck Wentz, Foster Hospitality Group  
Mr. Eddie Tims, AIA

9180 Crestwyn Hills Dr.  
Memphis, TN 38125  
(901) 748-1811  
(888) 583-9724  
fax: (901) 748-3115  
www.fisherarnold.com

**RECEIVED**

JUL 01 2013

CITY OF BARTLETT

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



**Bartlett Planning and  
Economic Development Department**  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Application for Special Use Permit Approval to the Bartlett Planning Commission

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

Requested Special Use An Assisted Living facility  
Property Address N/W side of Highway 70, approximately 350' northeast of Summerdale  
Present Zoning Current zoning O-R-1; proposed zoning per companion rezoning application is RS-12

Owner/Developer Contact Charles "Chuck" Wente Phone (417) 831-0174  
Company Name Foster Hospitality Group Fax (417) 831-1873  
Address 426 S. Jefferson, Suite 300 - Springfield, MO 65806

Architect Contact Eddie Tims Phone (417) 838-3949  
Company Name Eddie Tims, AIA Fax (417) 831-1873  
Address 426 S. Jefferson, Suite 300 - Springfield, MO 65806

Engineer Contact Michael Rogers Phone (901) 748-1811  
Company Name Fisher & Arnold, Inc. Fax (901) 748-3115  
Address 9180 Crestwyn Hills Drive - Memphis, TN 38125

Submitted by Michael Rogers  
(printed name) (signature) (date)

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

X By Dennis Clayton, Managing Partner  
Attach a checked-off "Special Use Permit Checklist" and all items required therein.

MDR Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

X Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00

Information to be entered by City staff only:

### Resubmittals

(See "Application Instructions: Planning Commission.")

| Resubmittal Description | Required Resubmittal Date/Time | Staff Initials |
|-------------------------|--------------------------------|----------------|
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |



**Bartlett Planning and  
Economic Development Department**  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Special Use Permit Checklist

### Plot Plan And Legal Description (each parcel, if more than one)

- ☒ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
- ☒ Adjoining public street rights-of-way
  - ☒ Area (acres)
  - ☒ Present zoning
  - ☒ Requested special use, including purpose (attach statement, one page maximum)
  - ☒ Area in which buildings are proposed to be located, showing setback dimensions from line.
  - ☒ Drainage
  - ☒ Driveways
  - ☒ Parking area
  - ☒ Buffer planting areas
  - ☒ Type and location of any easements
- ☐ If Site Plan application and approval are necessary, conformance to Tree Ordinance is required.

☐ Other pertinent information as required through staff consultation.

☒ Legal description (may be attached to plot plan).

☒ One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

### Vicinity Map

☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

☒ One (1) 8 1/2" x 11" transparency of the vicinity map, for use with an overhead projector.

### Property Owners

☒ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.

☒ Self-adhesive mailing labels for the list of property owners (two sets).

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

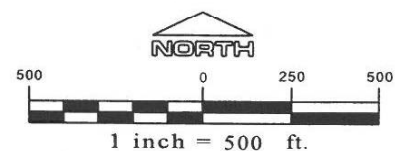
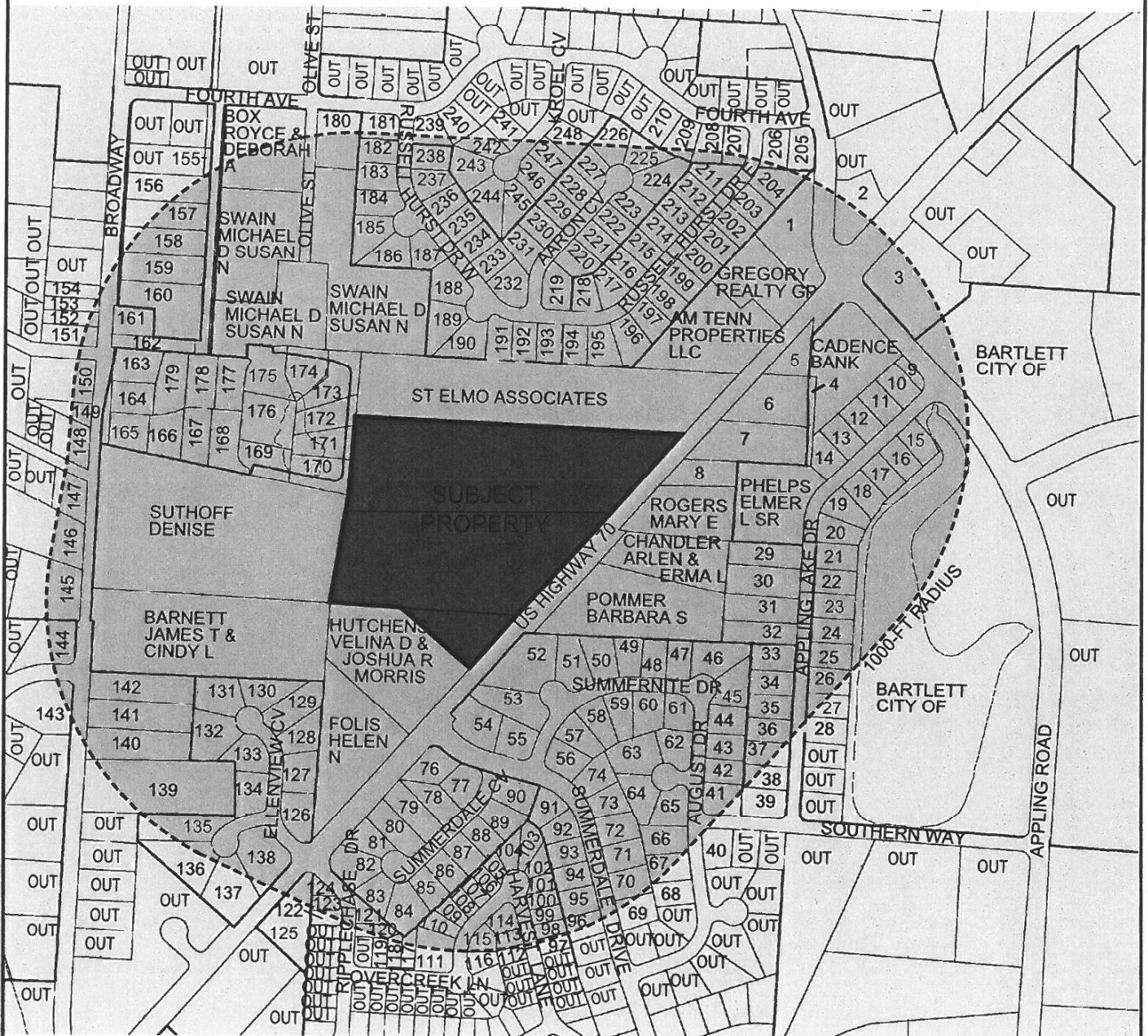
## **Special Use Permit - Statement of Purpose**

### **Highway 70 Property - Culpepper Place Assisted Living**

Foster Hospitality Group is requesting approval to obtain a special use permit to construct a 67-unit, assisted living facility on a 9.124 acre portion of the St. Elmo Associates property on Highway 70, approximately 1,323 feet southwest of the intersection of Highway 70 and Appling Road. The 9.124 acre property currently has two zonings – SC-1 and O-R-1. A rezoning application is being filed concurrently with this Special Use Permit application to rezone the O-R-1 portion of the property to RS-12. Culpepper Place Assisted Living facilities are constructed in a residential style, and are in essence, a larger-footprint residential development. As Foster Hospitality Group has done in numerous locations, including Collierville, Tennessee, they have developed quality, residential style assisted living facilities in areas that are somewhat a transitional area between single family residential and non-residential uses such as office and commercial zonings. This location is well suited for this proposed use. With the municipal facilities located close by on Appling Road, the residential surroundings and some low to medium density retail in the vicinity, we feel the use is a perfect fit and an excellent location for the next Culpepper Place Assisted Living.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



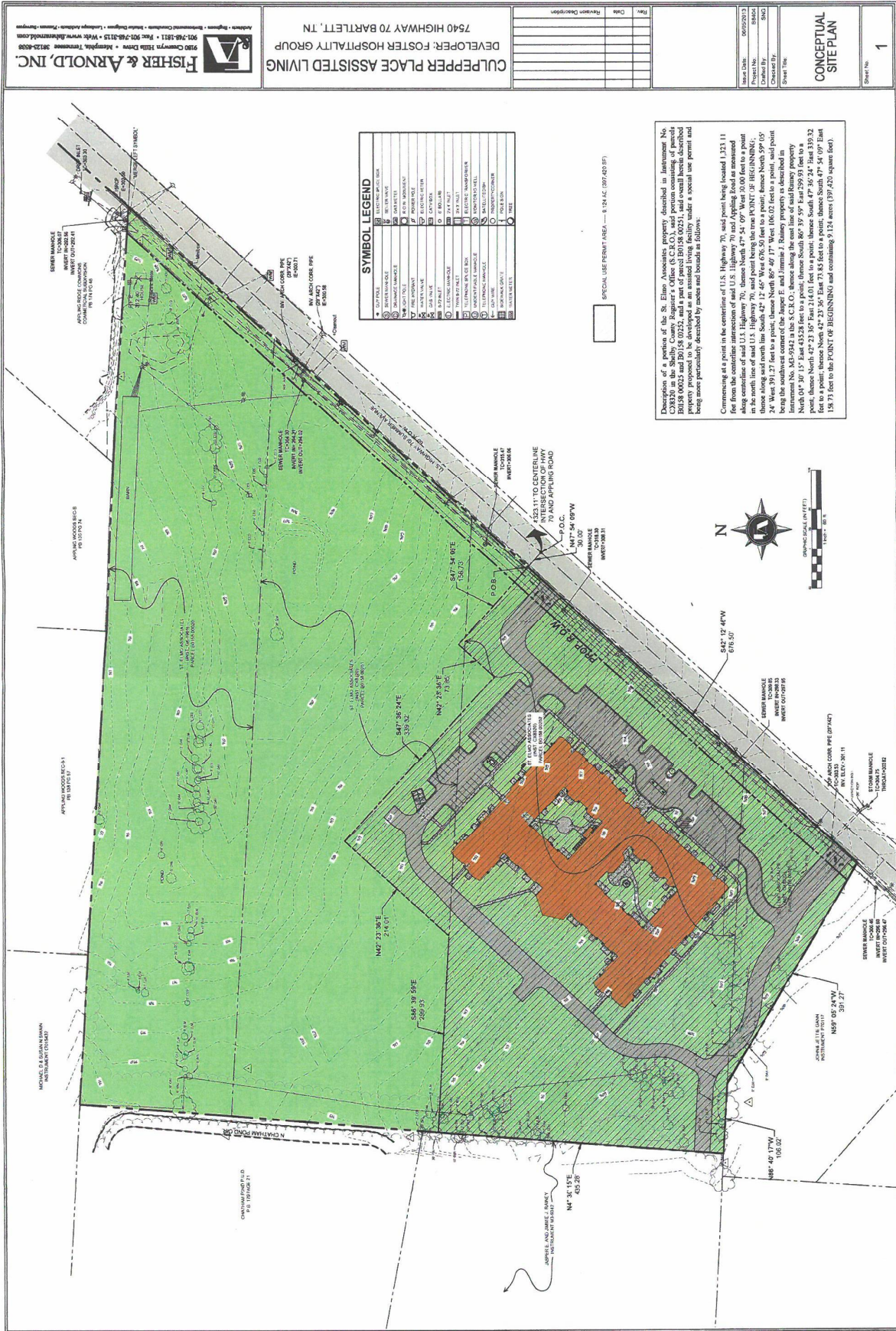


VICINITY MAP

**FISHER & ARNOLD, INC.**  
 5980 Canyons Hills Drive • Memphis, Tennessee 38125-4886  
 901-948-3821 • Fax: 901-948-8125 • Web: www.fishernold.com  
 Architects • Engineers • Environmental Consultants • Interior Designers • Landscape Architects • Planners • Surveyors

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 09/10/13 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Stefanie McGee

Department Head: Terry Emerick

---

## **Progress report for the Plan of Services for Areas annexed December 31, 2012**

Pursuant to Tennessee Code Annotated § 6-51-108, the City of Bartlett presents the following six month report of progress on the adopted Plan of Services for areas annexed effective December 31, 2012.

**RESULT: NO VOTE REQUIRED**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## ANNEXATION PLAN OF SERVICES PROGRESS REPORT

Pursuant to Tennessee Code Annotated § 6-51-108, the City of Bartlett presents the following six month report of progress on the adopted Plan of Services for areas annexed effective December 31, 2012.

An "X" signifies that services have been extended and/or made available in accordance with the plan. Implementation details are footnoted.

| Effective Date | Ord. No. | Name                                                                                                                                                                      | Police         | Fire and<br>Emergency<br>Response | Solid<br>Waste | Parks | Animal<br>Control | General /<br>Grounds / Street<br>Maintenance | Street<br>Lighting | Water          | Sewer          | Drainage | Zoning / Code<br>Enforcement |
|----------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------|----------------|-------|-------------------|----------------------------------------------|--------------------|----------------|----------------|----------|------------------------------|
| 12/31/2012     | 12-10    | Area A - Bounded by existing city limits on East & North and Highway 14 (Austin Peay Highway) on the West                                                                 | X <sup>1</sup> | X <sup>2</sup>                    | X <sup>3</sup> | X     | X <sup>4</sup>    | X <sup>5</sup>                               | X <sup>6</sup>     | X <sup>7</sup> | X <sup>9</sup> | X        | X                            |
| 12/31/2012     | 12-15    | Area B - West side of Bartlett, east of Billy Maher Road.                                                                                                                 | X <sup>1</sup> | X <sup>2</sup>                    | X <sup>3</sup> | X     | X <sup>4</sup>    | X <sup>5</sup>                               | X <sup>6</sup>     | X <sup>7</sup> | X <sup>9</sup> | X        | X                            |
| 12/31/2012     | 12-16    | Area C - North of Old Brownsville Road and South of the Loosahatchie River. Characterized by 2 large lot subdivisions off Hatch Road and Eagles Nest.                     | X <sup>1</sup> | X <sup>2</sup>                    | X <sup>3</sup> | X     | X <sup>4</sup>    | X <sup>5</sup>                               | X <sup>6</sup>     | X <sup>8</sup> | X <sup>9</sup> | X        | X                            |
| 12/31/2012     | 12-17    | Area D - On the East between the existing city limits and Lakeland City Limits.                                                                                           | X <sup>1</sup> | X <sup>2</sup>                    | X <sup>3</sup> | X     | X <sup>4</sup>    | X <sup>5</sup>                               | X <sup>6</sup>     | X <sup>8</sup> | X <sup>9</sup> | X        | X                            |
| 12/31/2012     | 12-18    | Area E - City owned parcel (D013900293) running north of the Delaney Square Subdivision adjacent to the northeast corner of the city & extends to the Loosahatchie River. | X <sup>1</sup> | X <sup>2</sup>                    | X <sup>3</sup> | X     | X <sup>4</sup>    | X <sup>5</sup>                               | X <sup>6</sup>     | X              | X <sup>9</sup> | X        | X                            |

1: Police began patrolling annexed areas on the effective date. Additional cars and equipment have been purchased and are operational. Additional personnel are included in the FY13 and FY14 budget.

2: Three additional EMS personnel were hired prior to annexation in order to service annexed areas. Existing fire service was sufficient to cover new areas.

3: Four additional drivers were hired in January 2013, with three additional contract laborers in use as needed. K Boom and Packer Truck were purchased and are operational. A Rear Loader and Mini Packer have been ordered.

4: Extra contract labor has been added, and an additional trailer has been purchased.

5: For grounds maintenance, one additional position was added in March 2013, along with two additional contract laborers. Additional major equipment purchases include a tractor, crew cab, extend mower, trailer, and weed eaters. For general maintenance, two additional personnel were hired in January 2013. Additional major equipment purchases include a loader, salt spreader, and flat rack.

6: Street light installation is in accordance with city policy and subdivision contracts.

7: Water meter changeouts are pending authorization from MLGW.

8: The Rockyford Road water line extension and Brunswick Road water line upgrade will be funded in future CIPs.

9: Extensions of sanitary sewer are in accordance with city policy and procedures and as development occurs.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Appendix

The following maps provide a visual display of the provision of city services to all areas within the Bartlett corporate boundaries. Areas incorporated in the most recent annexations, those that went into effect on 12/31/12, are noted.

### Police Dispatch

The city's seven police dispatch zones.

### Fire Dispatch

The city's five fire dispatch zones.

### Sanitation Pickup

The city's five solid waste pickup zones.

### Parks, Animal Control, and Street Maintenance Coverage

These services are provided on a city-wide basis. Street lights are installed according to city policies and subdivision contracts.

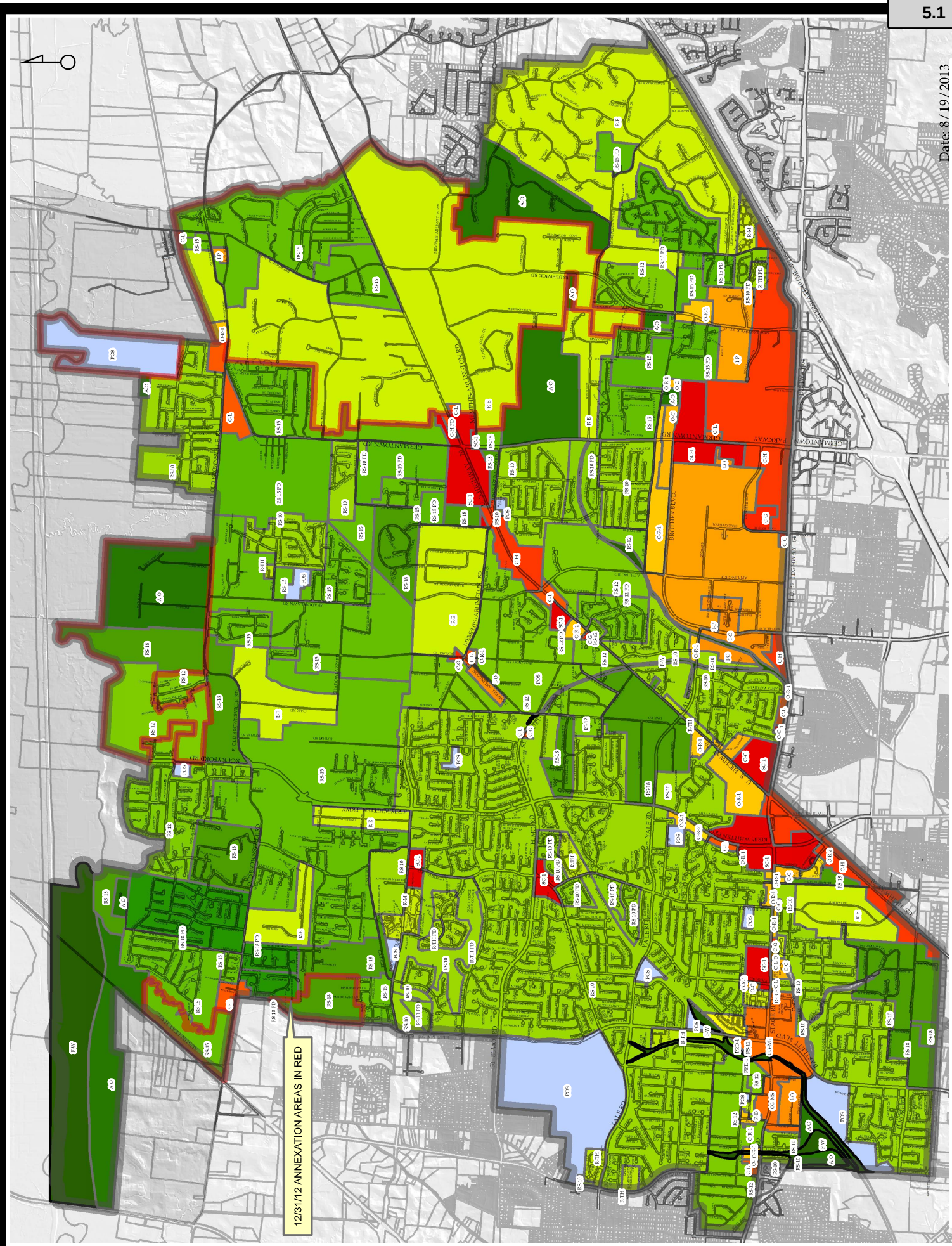
### Water, Sewer, and Drainage Infrastructure Coverage

These services are provided on a city-wide basis. The vast majority of water service is provided by Bartlett, while MLGW provides service in certain areas. In the case of vacant or undeveloped property, extensions of water and sanitary sewer are in accordance with City policy and procedures and as development occurs. The map denotes properties served by on-site septic systems. If a property is serviced by an on-site septic system, it shall remain until sewer is available.

### Zoning

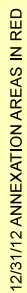
The city's zoning map is included.





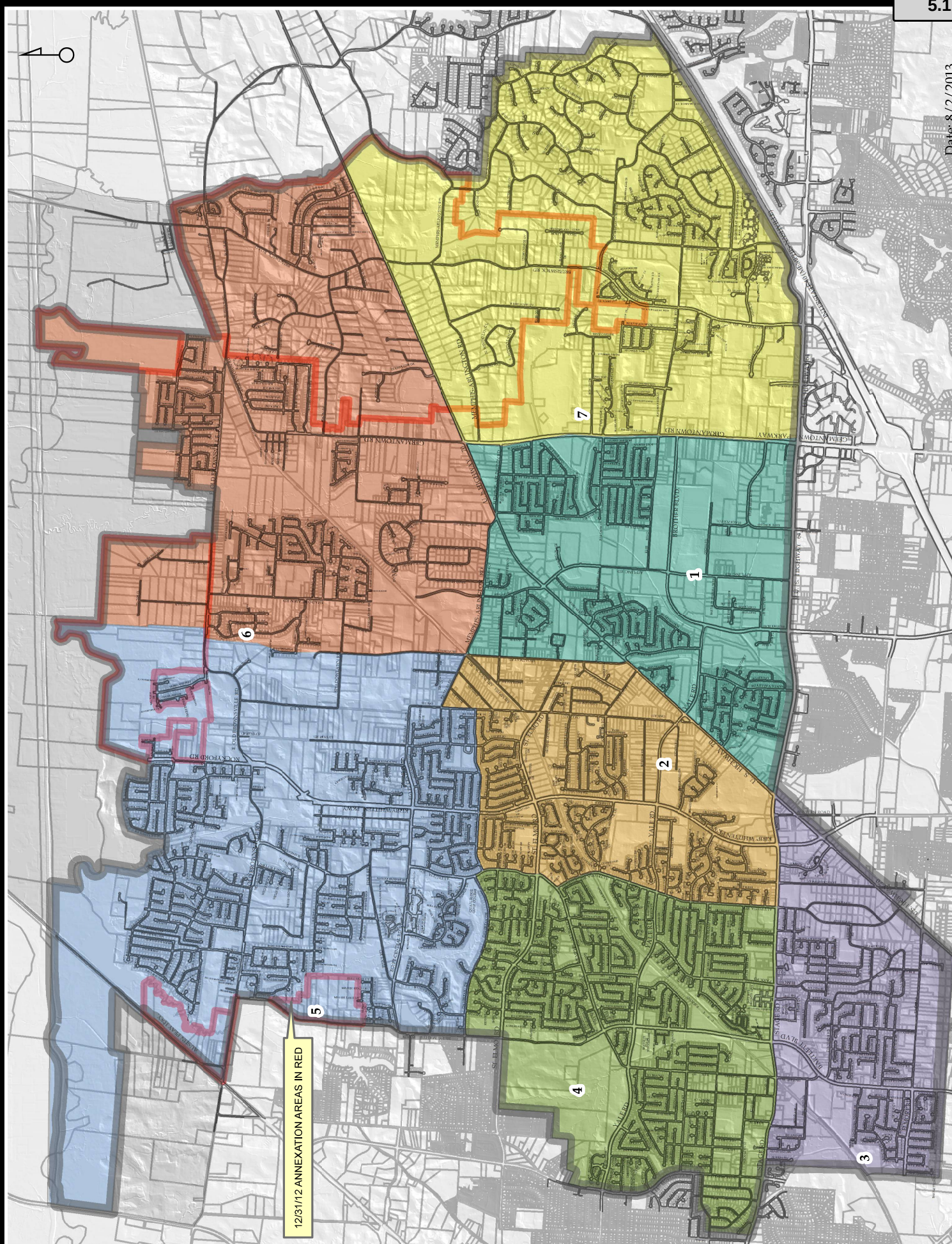
12/31/12 ANNEXATION AREAS IN RED



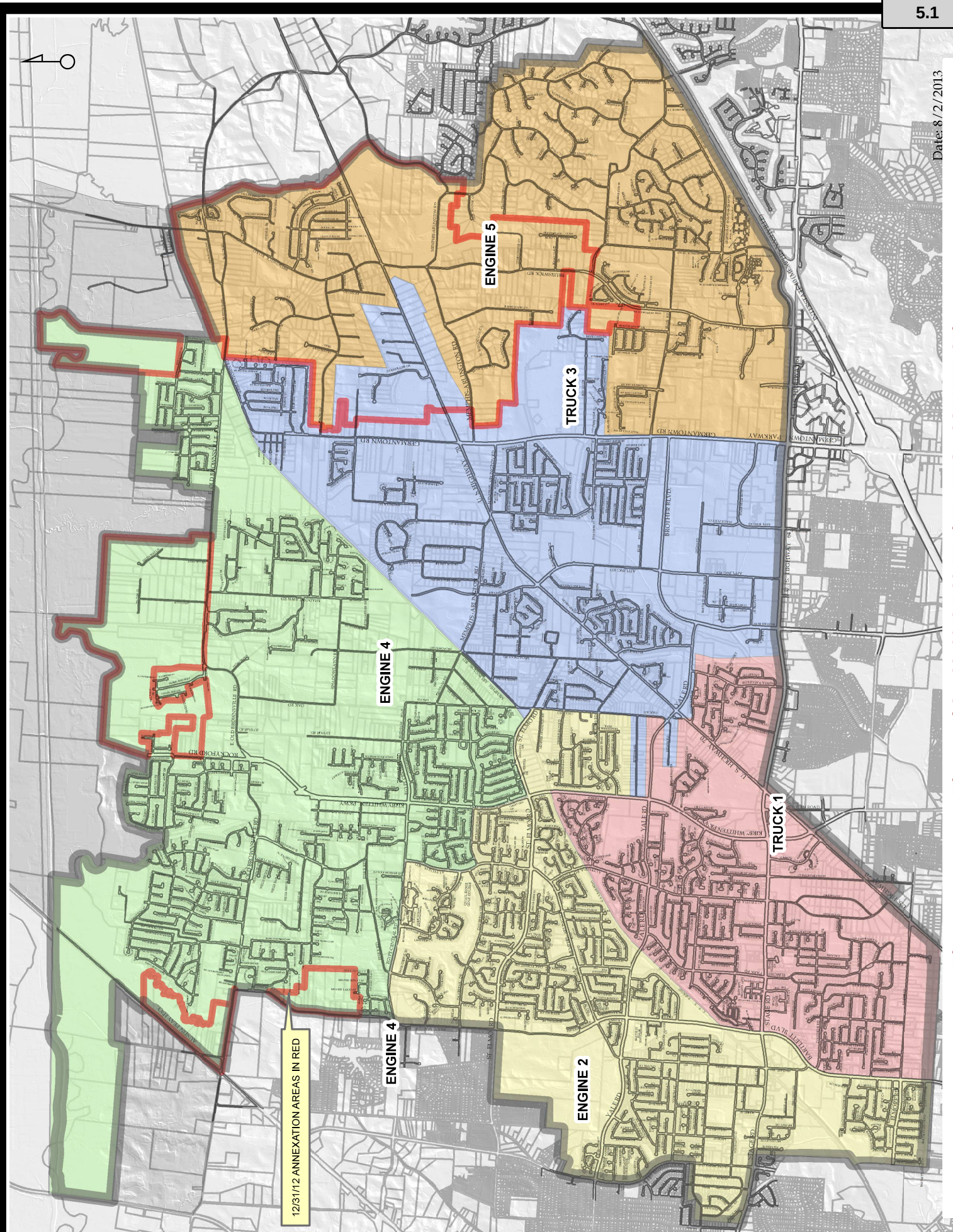


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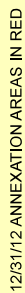






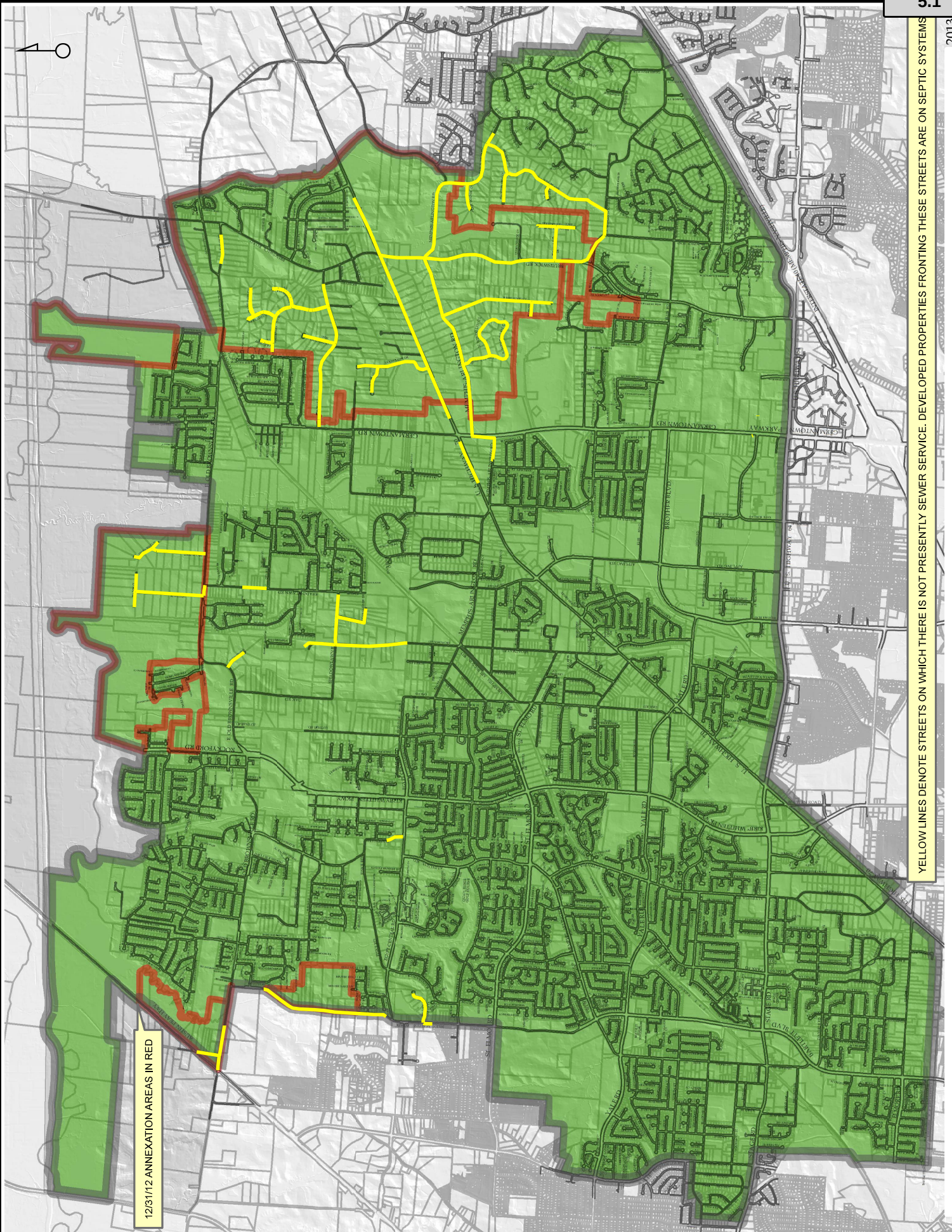
12/31/12 ANNEXATION AREAS IN RED







12/31/12 ANNEXATION AREAS IN RED



YELLOW LINES DENOTE STREETS ON WHICH THERE IS NOT PRESENTLY SEWER SERVICE. DEVELOPED PROPERTIES FRONTING THESE STREETS ARE ON SEPTIC SYSTEMS

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for Tennessee Baptist Children's Home Fall Festival.

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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

6896 Highway 70  
Address  
38133  
Zip Code  
October 19th, 2013  
Dates of the Event  
9:00am - 2:00pm  
Hours of the Event  
Fundraiser, carnival, car show  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)  
Tennessee Baptist Children's Homes, Inc. (TBCH)  
Property Owner  
TBCH  
Special Event Permit Applicant  
6896 Highway 70  
Address of Applicant  
(901) 386-3961 (ofc)  
Phone Number  
(901) 382-9754  
Fax Number  
(901) 496-2892 (cell)

Check all items that apply:

For information call (901) 385-6425.

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

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

Deanna Nick  
Responsible Person  
8/23/13  
Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: TBCH Fall Festival  
 Location: 6896 Highway 70  
 Dates: October 19<sup>th</sup>, 2013

### Type of special event: (Check one.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p><input type="checkbox"/> <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p><input type="checkbox"/> <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p><input checked="" type="checkbox"/> <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. <b>Requires approval by the Board of Mayor and Aldermen.</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          | ✓  |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a <b>commercial or industrial zoning district</b> , except that <b>non-profit organizations may conduct special events on any property where the owner has granted permission.</b>                                                                                                                               |          |
| 2 |                          |    | ✓   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | ✓   | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          | ✓  |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | ✓  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          |    | ✓   | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | ✓   | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

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

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          | ✓  |     | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          |    | ✓   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | ✓   | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | ✓  |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          | ✓  |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

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

## Conditions

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

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



### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | ✓                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | ✓                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 |                          |    | ✓   | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 | ✓                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | ✓                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 | ✓                        |    |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 |                          | ✓  |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          | ✓  |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          | ✓  |     | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          | ✓  |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

### Special event permit - authorization by Permitting Official

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)









# IMPORTANT DOCUMENT Certificate of Flame Retardancy

REGISTRATION  
APPLICATION  
NUMBER



ISSUED BY  
**Flamguard**

Date of shipment

10/22/13

Test identification

BRANDS: HALL, NORMAN 17725  
MANUFACTURER: OF THE FURNITURE  
TEST PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame resistant tested  
(or are inherently nonflammable) and were supplied to:

13122  
ADDRESS: 13122  
CITY: 13122

13122

Certification is hereby made that:

The articles described on this Certificate have been tested with a flame retardant approved  
chemical and that the application of said chemical was done in conformance with California  
Fire Marshal Code. All fabric has been tested and passed WPA 101 on Class 1, 10 C 123.

13122

13122

Flame Retardant Process Used Will Not Be Removed By  
Washing And Is Effective For The Life Of The Fabric

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><b>The Crichton Group</b><br><b>3011 Armory Drive Suite 250</b><br><b>615-383-9761</b><br><b>Nashville, TN 37204</b> | <b>CONTACT NAME:</b> Lisa Hostettler<br><b>PHONE (A/C, No, Ext):</b> 615 383-9761 <b>FAX (A/C, No):</b> 615-383-4628<br><b>E-MAIL ADDRESS:</b> Lhostettler@cbjw.net                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|---------------------------|-----------|------------|-------------------------------|---------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br><b>Tennessee Baptist Children's Home, Inc.</b><br><b>P.O. Box 2206</b><br><b>Brentwood, TN 37024-2206</b>             | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Insurance Co</td><td>18058 A++</td></tr> <tr> <td>INSURER B:</td><td>New York Marine &amp; General Ins</td><td>22292 A</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Philadelphia Insurance Co | 18058 A++ | INSURER B: | New York Marine & General Ins | 22292 A | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NAIC #                        |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                                                              | Philadelphia Insurance Co                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 18058 A++                     |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                                              | New York Marine & General Ins                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 22292 A                       |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |        |            |                           |           |            |                               |         |            |  |  |            |  |  |            |  |  |            |  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                             | ADDL SUBR INSR WVD                        | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                 |
|----------|-----------------------------------------------------------------------------------------------|-------------------------------------------|----------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                             |                                           | PHPK1046728    | 07/09/2013              | 07/09/2014              | EACH OCCURRENCE \$1,000,000                                                            |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                              |                                           |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000                                    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                |                                           |                |                         |                         | MED EXP (Any one person) \$5,000                                                       |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                            |                                           |                |                         |                         | PERSONAL & ADV INJURY \$1,000,000                                                      |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                           |                |                         |                         | GENERAL AGGREGATE \$3,000,000                                                          |
|          | AUTOMOBILE LIABILITY                                                                          |                                           |                |                         |                         | PRODUCTS - COMP/OP AGG \$3,000,000                                                     |
|          | ANY AUTO                                                                                      |                                           |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                                 |
|          | ALL OWNED AUTOS                                                                               | <input type="checkbox"/> SCHEDULED AUTOS  |                |                         |                         | BODILY INJURY (Per person) \$                                                          |
|          | HIRED AUTOS                                                                                   | <input type="checkbox"/> NON-OWNED AUTOS  |                |                         |                         | BODILY INJURY (Per accident) \$                                                        |
|          |                                                                                               |                                           |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                      |
| B        | UMBRELLA LIAB                                                                                 | <input checked="" type="checkbox"/> OCCUR | PHUB428036     | 07/09/2013              | 07/09/2014              | EACH OCCURRENCE \$5,000,000                                                            |
|          | <input checked="" type="checkbox"/> EXCESS LIAB                                               | <input type="checkbox"/> CLAIMS-MADE      |                |                         |                         | AGGREGATE \$5,000,000                                                                  |
|          | DED <input checked="" type="checkbox"/> RETENTION \$10,000                                    |                                           |                |                         |                         | \$                                                                                     |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                 | Y/N                                       | WC201300002907 | 01/01/2013              | 01/01/2014              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                   | N                                         |                |                         |                         | E.L. EACH ACCIDENT \$1,000,000                                                         |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                        | N/A                                       |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$1,000,000                                                 |
|          |                                                                                               |                                           |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$1,000,000                                                |
| A        | Professional Liab                                                                             |                                           | PHPK1046728    | 07/09/2013              | 07/09/2014              |                                                                                        |
| A        | Property                                                                                      |                                           | PHPK1046728    | 07/09/2013              | 07/09/2014              |                                                                                        |

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

Verification of coverage

## CERTIFICATE HOLDER

## CANCELLATION

City of Bartlett  
 Attn: Debby Shelby  
 6462 Stage Road  
 Bartlett, TN 38134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Cooper Jones*

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## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

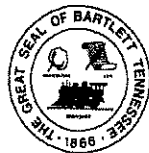
### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

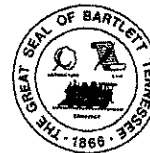
## Special event permit for Mountain Bike Endurance Race "12 Hrs of Stank."

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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



5760 YALE ROAD

Address

38134

Zip Code

SAT OCTOBER 5, 2013

Dates of the Event

8:00 AM - 10:00 PM

Hours of the Event

MOUNTAIN BIKE ENDURANCE RACE "12 HRS OF STANK"  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

CITY OF BARTLETT

Property Owner

LARRY DUNA 5110 MASON RD, MEMPHIS, TN 38117

Special Event Permit Applicant

Address of Applicant

901-628-2203

Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00

Special Event Fee

\$4.00

Permit Issuing Fee

64.00

Total

LARRY DUNA

Responsible Person

8-27-13

Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: 12 HRS OF STANK  
 Location: NESBITT PARK 5760 GALE RD  
 Dates: OCTOBER 5 2013

### Type of special event: (Check one.)

- ☒ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.
- ☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.
- ☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.
- ☐ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

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

- ☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.
- ☒ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)
- ☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.
- ☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.
- ☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.
- ☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.
- ☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.
- ☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.
- ☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.
- ☐ *Political campaigning.* Campaigning for public office.



## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          |    | ✓   | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.                                                                                                                                              |          |
| 2 |                          |    | ✓   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | ✓   | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          | ✓  |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | ✓  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          |    | ✓   | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | ✓   | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

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

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | ✓   | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          |    | ✓   | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          |    | ✓   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          |    | ✓   | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | ✓   | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | ✓  |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          |    | ✓   | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

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

## Conditions

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

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



### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments                                                    |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 29 |                          | ✓  |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                             |
| 30 |                          | ✓  |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |                                                             |
| 31 |                          | ✓  |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |                                                             |
| 32 |                          | ✓  |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |                                                             |
| 33 |                          | ✓  |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                             |
| 34 |                          |    |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |                                                             |
| 35 |                          |    | ✓   | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |                                                             |
| 36 |                          | ✓  |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               | 2 FIELD <del>ON</del><br>N/W CORNER YALE & SYCAMORE<br>VIEW |
| 37 |                          | ✓  |     | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        | BOTTLED WATER                                               |
| 38 |                          |    |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |                                                             |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

### Special event permit - authorization by Permitting Official

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

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

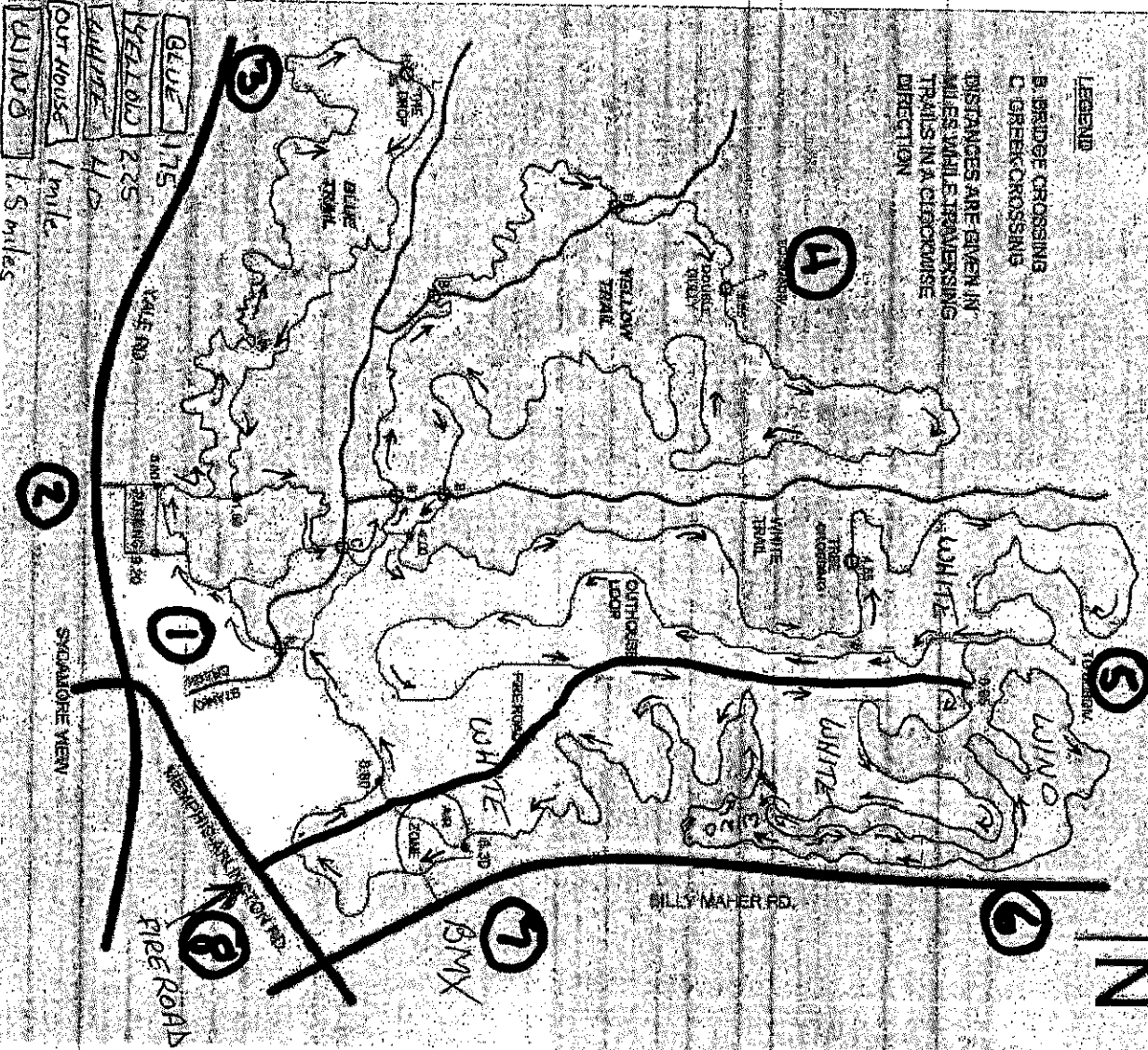
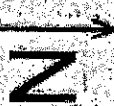
Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

# BARTLETT PARK STANKY CREEK BIKE TRAILS

## LEGEND

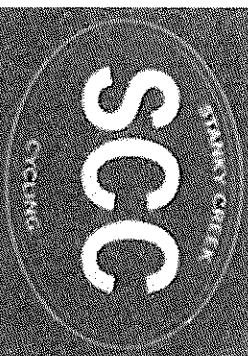
- B. BRIDGE CROSSING
- C. CREEK CROSSING

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



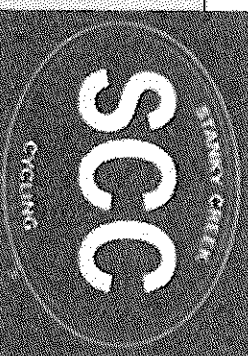
Fire Road 10.5 miles





# 12 Hours of Stank

Presented by Stanky Creek Cycling  
www.stankycreekcycling.com



## General Information

**Date/Time:** 5am to 9pm Saturday October 5, 2013  
**Location:** Bartlett Park, Bartlett, TN (also called Nesbit Park)  
**Open Class Fee:** \$75.00  
**Citizen Class Fee:** \$65.00  
**Registration:** www.stankycreek.com (online registration closes 10/3/13)  
**Late Registration Fee:** \$10.00 (after 9/25/2013); \$15.00 (race day/onsite)  
 The promoter reserves the right to combine or change race categories as needed on race day.  
**T-shirts:** Go to the first 75 racers registered. Sizes available based on the order of registration (register first, get your choice of size, #75 gets what is left)  
**Pre-ride:** All day Friday and 5am to 7am Saturday (race day)  
**Promoter:** Larry Dunn (larrydunn80@gmail.com)

## Race Information

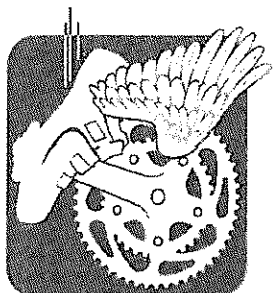
**Categories:** The "Open" category is for highly competitive racers (usually Cat 1 and Cat 2, but Cat 3 racers are welcome). The "Citizen" category is for everyone else (meant to be a fun, but competitive category).  
**Directions:** From I-40W take Exit 12 – Sycamore View toward Bartlett (North). Follow Sycamore View (name changes to Bartlett Blvd) until you reach Yale Road. Turn left (west) on Yale Rd. The parking lot will be on your right about 1/2 mile up the road. **No parking on the street. Bartlett Park/Nesbit Park.**  
**Course Description:** The trail runs clockwise from registration area. The fast/tight/twisty singletack is 10.5 miles long. There are a few drops, log piles, ramps, and a creek crossing. The course will be marked for the race.

| Start Time | Category                                  | Prizes     |
|------------|-------------------------------------------|------------|
| 9:00       | Open – Solo Men                           | Top 3 Cash |
| 9:00       | Open – Solo Female                        | Top 3 Cash |
| 9:00       | Open – Solo Single Speed                  | Top 3 Cash |
| 9:00       | Open – Male Team (3 person)               | Top 3 Cash |
| 9:00       | Open – Female Team (3 person)             | Top 3 Cash |
| 9:00       | Open – Coed Team (3 person)               | Top 3 Cash |
| Start Time | Category                                  | Prizes     |
| 9:00       | Citizen – Solo (Male and Female Combined) | Top 3 Cash |
| 9:00       | Citizen – Team (Male, Female, and Coed)   | Top 3 Cash |

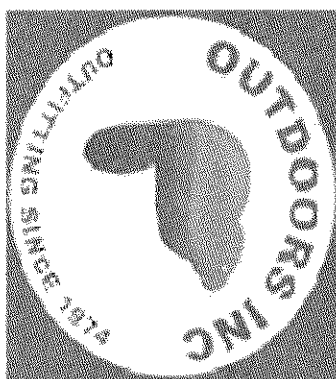
The promoters reserve the right to combine classes when less than five (5) racers are in a class

## Light Requirements

- Two (2) lights are needed to race, one (1) primary and one (1) secondary (backup). The backup light only needs to be light enough to allow the racer to get off the trail safely if the primary light fails.
- Lights are required after 6pm or time stated by the race official



**PEDLER**  
BIKES







# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
08/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                 |                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Willis of Texas, Inc.<br>c/o 26 Century Blvd.<br>P.O. Box 305191<br>Nashville, TN 37230-5191 | <b>CONTACT NAME:</b><br>PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378<br>E-MAIL: certificates@willis.com<br>ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>NAIC# |
| <b>INSURED</b><br>USA Cycling, Inc.<br>210 USA Cycling Point<br>Colorado Springs, CO 80919                      | INSURER A: Federal Insurance Company 20281-001<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                                                           |

## COVERAGES

CERTIFICATE NUMBER: 20251098

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                         | ADD'L SUBR INSRD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                 |
|----------|-----------------------------------------------------------------------------------------------------------|----------------------|---------------|-------------------------|-------------------------|--------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                                         | Y                    | 79960314      | 12/31/2012              | 12/31/2013              | EACH OCCURRENCE \$ 1,000,000                           |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |                      |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                      |               |                         |                         | MED EXP (Any one person) \$                            |
|          |                                                                                                           |                      |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                     |
|          |                                                                                                           |                      |               |                         |                         | GENERAL AGGREGATE \$ 3,000,000                         |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |                      |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 1,000,000                    |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |                      |               |                         |                         | \$                                                     |
|          | AUTOMOBILE LIABILITY                                                                                      |                      |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                 |
|          | <input type="checkbox"/> ANY AUTO                                                                         |                      |               |                         |                         | BODILY INJURY (Per person) \$                          |
|          | <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS                           |                      |               |                         |                         | BODILY INJURY (Per accident) \$                        |
|          | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                             |                      |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                      |
|          |                                                                                                           |                      |               |                         |                         | \$                                                     |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR                                                              |                      |               |                         |                         | EACH OCCURRENCE \$                                     |
|          | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                          |                      |               |                         |                         | AGGREGATE \$                                           |
|          | DED <input type="checkbox"/> RETENTION \$                                                                 |                      |               |                         |                         | \$                                                     |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |                      |               |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER    |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N  | N/A                  |               |                         |                         | E.L. EACH ACCIDENT \$                                  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |                      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                          |
|          |                                                                                                           |                      |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Endorsement 80-02-2306: Additional Insured: As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permited events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                           |                                                                                                                                                                                                 |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Bartlett<br>5868 Stage Road<br>Bartlett, TN 38134 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Coll: 4191858 Tpl: 1570209 Cert: 20251098 © 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                      |                        |                                                                                           |  |
|--------------------------------------|------------------------|-------------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis of Texas, Inc.      |                        | NAMED INSURED<br>USA Cycling, Inc.<br>210 USA Cycling Point<br>Colorado Springs, CO 80919 |  |
| POLICY NUMBER<br>79960314            |                        | EFFECTIVE DATE: 12/31/2012                                                                |  |
| CARRIER<br>Federal Insurance Company | NAIC CODE<br>20281-001 |                                                                                           |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2013-3531  
 Event Name: 12 Hours of Stank  
 Event Location: Bartlett, TN  
 Event Date: 10/05/2013

Certificate Holder is an Additional Insured with respects to Event #2013-3531, 12 Hours of Stank, in Bartlett, TN on 10/05/2013, but only with respect to the liability arising out of the Named Insured's Operations.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Liability Insurance

### Endorsement

|                        |                                        |
|------------------------|----------------------------------------|
| <i>Policy Period</i>   | DECEMBER 31, 2012 TO DECEMBER 31, 2013 |
| <i>Effective Date</i>  | DECEMBER 31, 2012                      |
| <i>Policy Number</i>   | 7996-03-14                             |
| <i>Insured</i>         | USA CYCLING, INC.                      |
| <i>Name of Company</i> | FEDERAL INSURANCE COMPANY              |
| <i>Date Issued</i>     | DECEMBER 4, 2012                       |

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

#### Who Is An Insured

##### State Or Political Subdivision – Permits

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

#### Bodily Injury/Property Damage Exclusions

##### Operations For State Or Political Subdivision

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

**Policy Exclusions**

Under Policy Exclusions the following exclusion is added:

**Operations For State Or  
Political Subdivision**

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

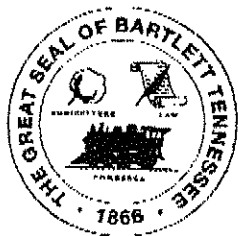
AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



# City of Bartlett

## PARKS & RECREATION

A. Keith McDonald, Mayor  
David D Thompson, Parks Director

January 4, 2013

City of Bartlett  
Code Enforcement  
6462 Stage Road  
Bartlett, TN 38134

Larry Dunn of Stanky Creek Cycling (SCC) has requested to use Nesbit Park on Saturday, October 5, 2013, 7:00 a.m. until 10:30 p.m. for their 12 Hours of Stank racing event.

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

Sincerely,

David Thompson  
Director Parks and Recreation  
City of Bartlett

Cc: Larry Dunn, Stanky Creek Cycling  
Larrydunn80@gmail.com  
901-628-2203

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for 5K Run/Walk for One Less.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Bobby Simmons, Alderman

**SECONDER:** W.C. Pleasant, Alderman

**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## APPLICATION FOR SPECIAL EVENT

OFFICE OF  
BARTLETT CODE ENFORCEMENT  
6382 STAGE ROAD  
BARTLETT TN 38134  
901-385-6425

L JENKINS @ city of bartlett H. Co.

3755 NORTH GERMANTOWN ROAD 38133  
Address Zip Code  
9 NOV 2013 9:00 - 10:30  
Dates of the Event Hours of the Event  
5K RUN / WALK  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)  
FAITH BAPTIST CHURCH / CITY BARTLETT  
Property Owner  
FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN RD  
Special Event Permit Applicant Address of Applicant  
901-386-4785 385-8983  
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A Letter of Permission  
☒ Insurance  
N/A Tents (Fire Retardant letter included)  
☒ Special Event Checklist  
☒ Map  
☒ Sign or Banner

\$60.00 Special Event Fee  
\$4.00 Permit Issuing Fee  
104.00 Total CK #73358

  
Responsible Person

Date

4 SEPT 24/13

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: SK F  
 Location: PARKING LOT FAITH BAPTIST CHURCH STREETS  
 Dates: 9 NOV 2013

### Type of special event: (Check one.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p><input type="checkbox"/> <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p><input type="checkbox"/> <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p><input checked="" type="checkbox"/> <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. <b>Requires approval by the Board of Mayor and Aldermen.</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          |    | N   | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.                                                                                                                                              |          |
| 2 |                          | X  |     | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | X   | <i>Type 3 outdoor sales</i> must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          |    |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          |    | X   | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          |    | X   | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          |    |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | X   | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

|                            | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Comments              |          |                       |         |                          |         |                    |         |                            |         |                                          |
|----------------------------|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|------------------------------------------|
| 9                          | X                        |    |     | <p><i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <table border="1"> <thead> <tr> <th>Type of Special Event</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>Type 1: Noncommercial</td> <td>30 days</td> </tr> <tr> <td>Type 2: Special Seasonal</td> <td>90 days</td> </tr> <tr> <td>Type 3: Commercial</td> <td>14 days</td> </tr> <tr> <td>Type 4: Public Attractions</td> <td>14 days</td> </tr> </tbody> </table> | Type of Special Event | Duration | Type 1: Noncommercial | 30 days | Type 2: Special Seasonal | 90 days | Type 3: Commercial | 14 days | Type 4: Public Attractions | 14 days | <p>8:00<br/>9:30<br/>SAT<br/>9 Nov ✓</p> |
| Type of Special Event      | Duration                 |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |
| Type 1: Noncommercial      | 30 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |
| Type 2: Special Seasonal   | 90 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |
| Type 3: Commercial         | 14 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |
| Type 4: Public Attractions | 14 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |
| 10                         |                          |    | X   | <p>In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.</p>                                                                                                                                                                                                                                                                                                                                                                                     |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |
| 11                         |                          |    | X   | <p><i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.</p>                                                                                                                                                                                                                                                                                                                                                                                                               |                       |          |                       |         |                          |         |                    |         |                            |         |                                          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | X   | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 | X                        |    |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          |    | X   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          |    | X   | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | X   | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | X  |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          |    | X   | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

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

### Conditions

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



### Special event permit application, content and submission requirements

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

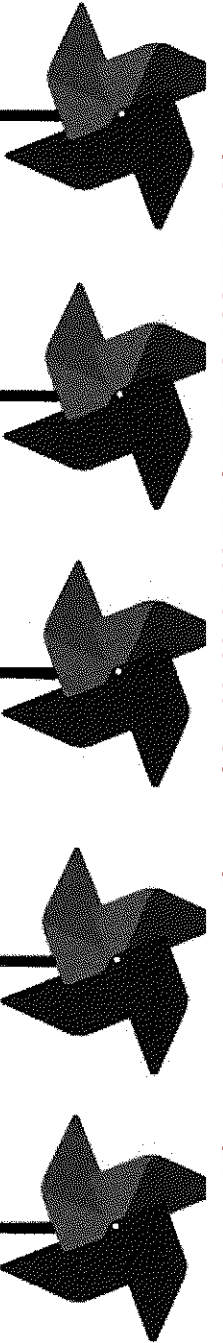
The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | ✓                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | ✓                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 |                          |    | ✓   | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 | ✓                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | ✓                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 |                          | ✓  |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 | ✓                        |    |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          | ✓  |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          | ✓  |     | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          | ✓  |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

### Special event permit - authorization by Permitting Official

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

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



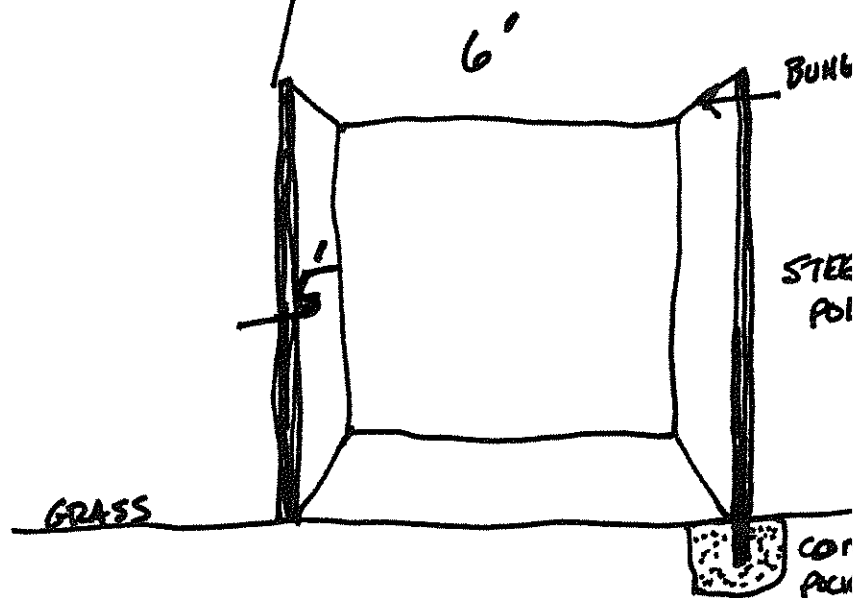
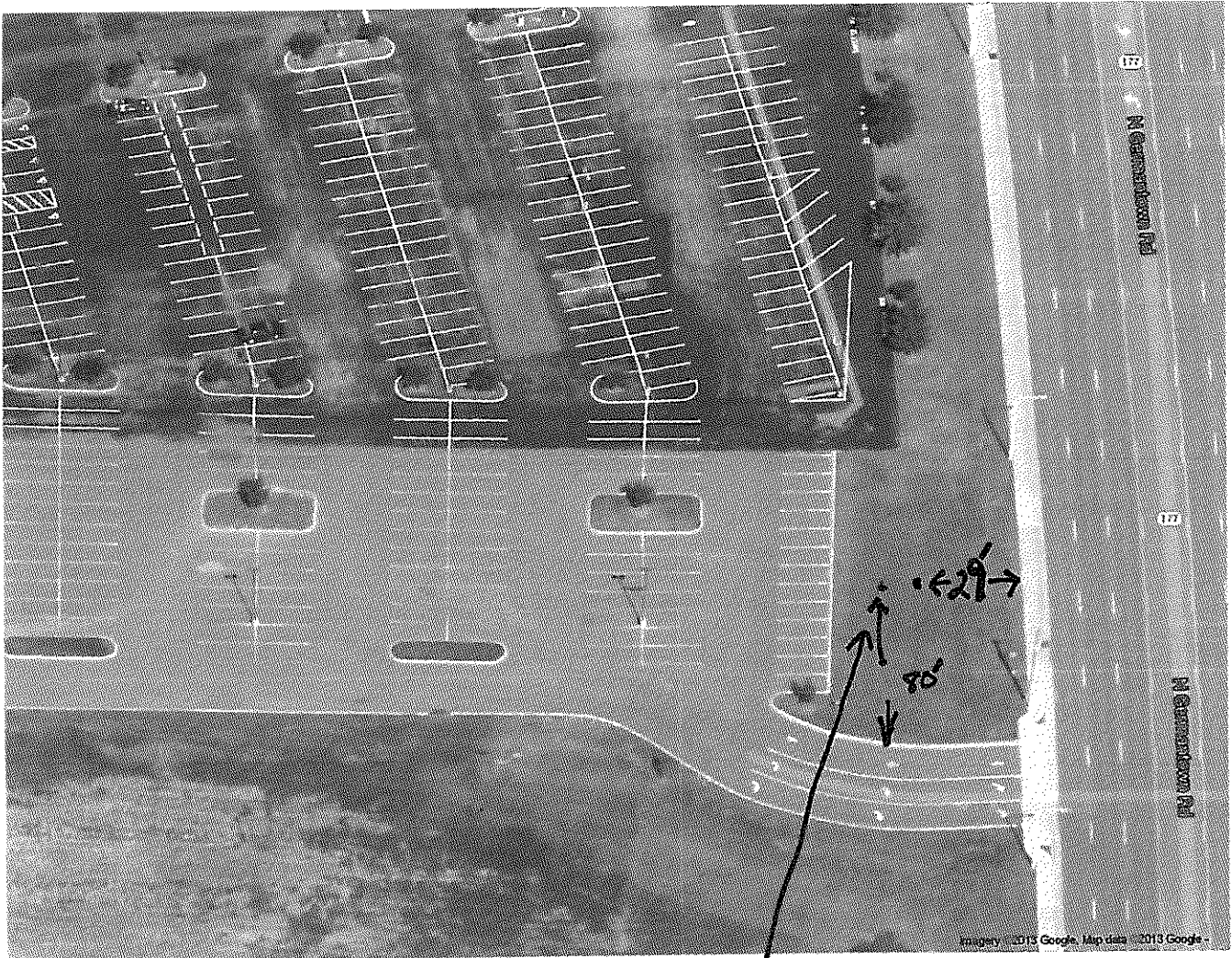
1,149 children  
are in foster care  
in Shelby County

1 < ORPHAN



To see all the details that are visible on the screen, use the "Print" link next to the map.

Google

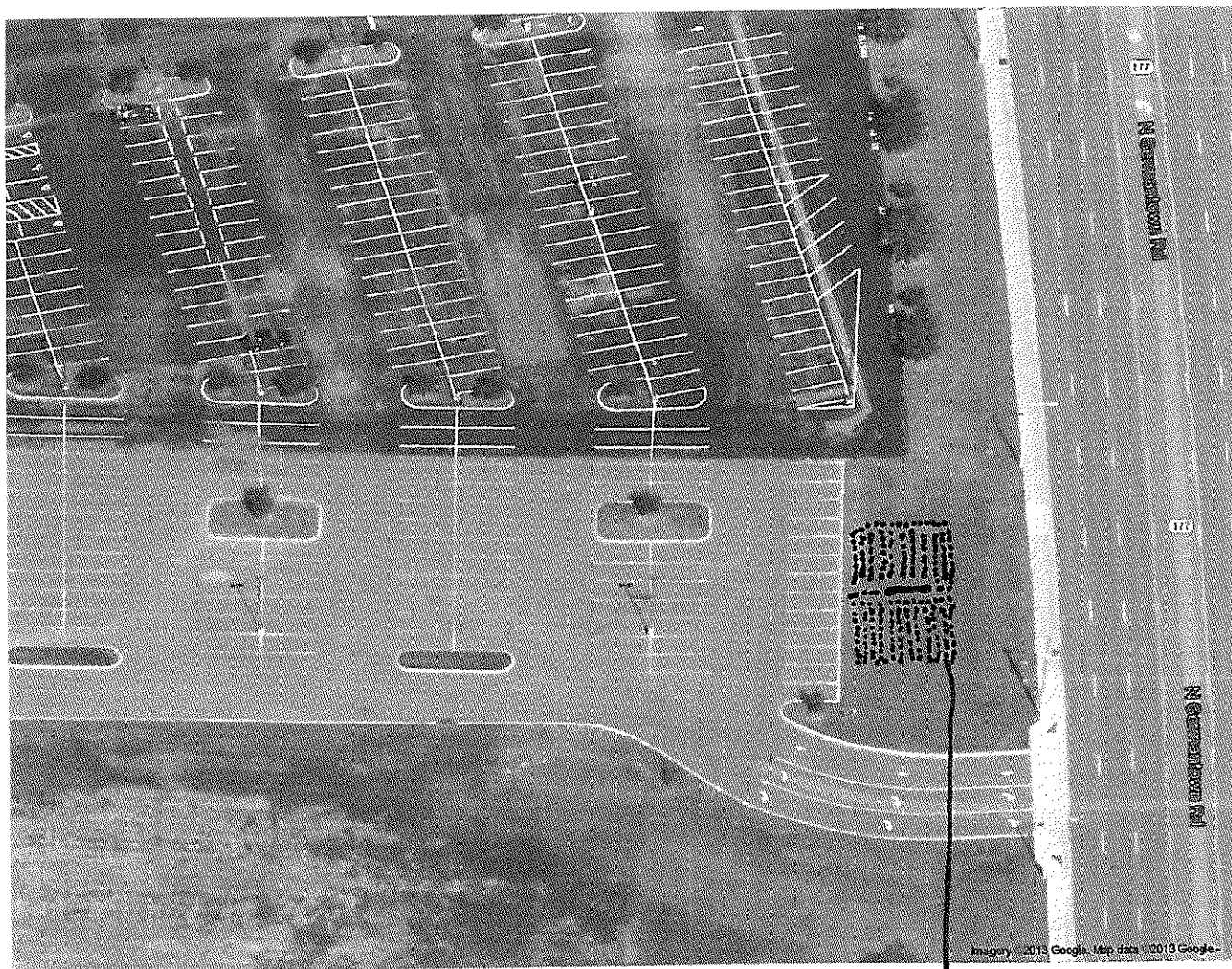


Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



To see all the details that are visible on the screen, use the "Print" link next to the map.

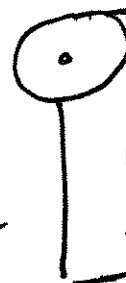
Google



PINWHEELS PLACED IN GROUND NORTH & SOUTH  
OF SIGN.

PINWHEELS REPRESENT # OF CHILDREN IN FOSTER CARE  
WE ARE RAISING AWARENESS AND HOPING EACH  
PERSON WILL DO THEIR PART TO MAKE ONE LESS  
FOSTER CARE KID IN SHELBY COUNTY

PINWHEEL



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**Warren Knabb**

**From:** David Cupp [dcupp@cityofbartlett.org]  
**Sent:** Wednesday, September 04, 2013 8:24 AM  
**To:** 'warrenk@myfaithbaptist.org'  
**Cc:** Jeff Cox  
**Subject:** FW:  
**Attachments:** 5K Route.jpg

Good Morning Mr. Knabb. The route for your 5K Run looks good to me. I will have a few Motorcycle Officers there to make sure everything goes smoothly. As far as the pay is concerned they are getting paid through the Tax Payers of Bartlett.

If you can provide me with the times and date I will take it from there.

Thanks,

Captain David G. Cupp, CFS  
 Bartlett Police Department  
 Traffic Division  
 3730 Appling Road  
 Bartlett, Tennessee 38133  
 901-385-5529 x324  
[dcupp@bartlettspolice.org](mailto:dcupp@bartlettspolice.org)

---

**From:** Jeff Cox  
**Sent:** Tuesday, September 03, 2013 9:04 PM  
**To:** David Cupp  
**Subject:** Fwd:

Can you make sure this route is OK thanks

*Sent from my MOTOROLA ATRIX™ HD on AT&T*

----- Original Message -----

**Subject:**  
**From:** Warren Knabb <[warrenk@myfaithbaptist.org](mailto:warrenk@myfaithbaptist.org)>  
**To:** Jeff Cox <[jcox@cityofbartlett.org](mailto:jcox@cityofbartlett.org)>  
**CC:** [rsinquefield@comcast.net](mailto:rsinquefield@comcast.net)

Mr. Cox

This is the route of the 5 K  
 Please let us know any fees we will need to pay the officers.  
 I will be turning this map in to Code Enforcement tomorrow.

Thanks for all you do to help Faith each week!

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



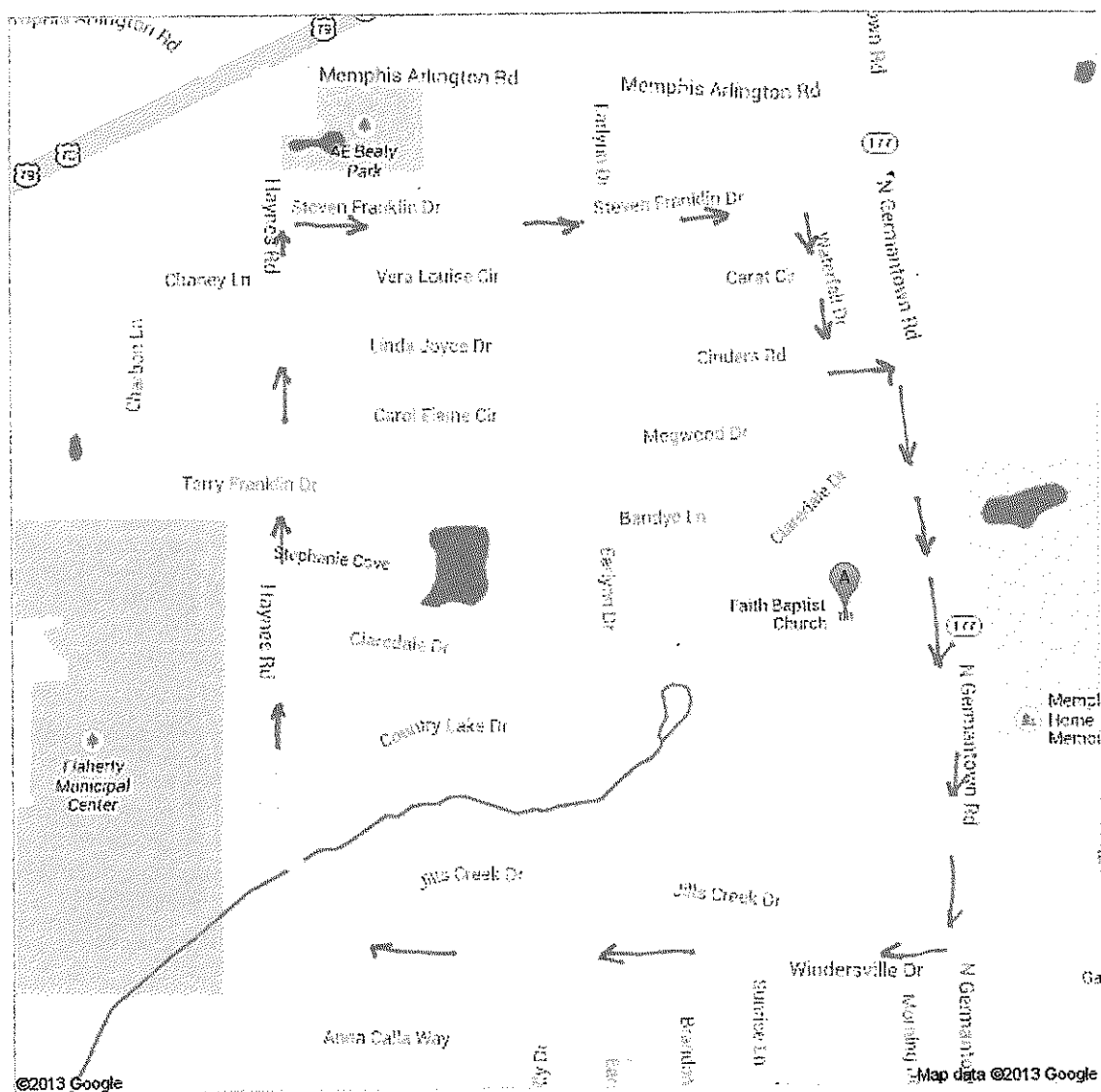
**Warren Knabb**  
*Director of Operations*  
**Faith Baptist Bartlett**  
531-6840 office 674-8800 cell

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Google

Address 3755 N Germantown Rd  
Memphis, TN 38133

Run For One Less



**RUN FOR ONE LESS**  
**5 K ROUTE**  
**FAITH BAPTIST BARTLETT**  
**9 NOVEMBER 9:00 AM**



# CERTIFICATE OF LIABILITY INSURANCE

5.1  
DATE ( )  
09/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                         |  |                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Corporate Insurance Group LLC<br>PO Box 737<br>Arlington, TN 38002   |  | <b>CONTACT NAME:</b> Ken Brady<br><b>PHONE (A/C, No, Ext):</b> 901-867-7171<br><b>E-MAIL ADDRESS:</b> ken@calicig.com<br><b>FAX (A/C, No):</b> 901-867-8998 |  |
|                                                                                         |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                        |  |
|                                                                                         |  | <b>INSURER A:</b> Philadelphia Insurance Co                                                                                                                 |  |
|                                                                                         |  | <b>INSURER B:</b> Bridgefield Casualty Insurance Co                                                                                                         |  |
|                                                                                         |  | <b>INSURER C:</b>                                                                                                                                           |  |
|                                                                                         |  | <b>INSURER D:</b>                                                                                                                                           |  |
|                                                                                         |  | <b>INSURER E:</b>                                                                                                                                           |  |
|                                                                                         |  | <b>INSURER F:</b>                                                                                                                                           |  |
| <b>INSURED</b><br>Faith Baptist Church<br>3755 N Germantown Rd<br><br>Bartlett TN 38133 |  |                                                                                                                                                             |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                             |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                          |           |          | PHPK957025    | 01/01/2013              | 01/01/2014              | EACH OCCURRENCE \$ 1,000,00<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00<br>MED EXP (Any one person) \$ 5,00<br>PERSONAL & ADV INJURY \$ 1,000,00<br>GENERAL AGGREGATE \$ 2,000,00<br>PRODUCTS - COMP/OP AGG \$ 2,000,00 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |           |          | PHPK957025    | 01/01/2013              | 01/01/2014              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                           |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                                               |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                 |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                           | Y/N<br>N  | N/A      | 196-33868     | 01/01/2013              | 01/01/2014              | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 500,00<br>E.L. DISEASE - EA EMPLOYEE \$ 500,00<br>E.L. DISEASE - POLICY LIMIT \$ 500,00                                                                   |
| A        | Contractor Equipment rented or leased equipment                                                                                                                                                                                                                                                                                  |           |          | PHPK957025    | 01/01/2013              | 01/01/2014              | limit \$50,000<br>deductible \$1,000                                                                                                                                                                                               |

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

Run for One Less 5K event on Saturday, November 9, 2013

## CERTIFICATE HOLDER

City of Bartlett  
Office of Code Enforcement  
6382 Stage Rd  
Bartlett, TN 38134

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

General Partner

*Ken Brady*



## Our Work

### Who We *HELP*

#### **Orphans**

"There over 210 million -Orphans.<sup>1"</sup>

#### **Victims of Human Trafficking**

"Human trafficking is the fastest growing criminal industry in the world grossing over \$9.5 Billion. <sup>2"</sup>

#### **Victims of Sexual Exploitation**

"In the United States, prostitution is often considered a victimless crime, even though most girls start between the ages of 12 and 14. <sup>3"</sup>

#### **Victims of Poverty**

"Almost half the world - over three billion people - live on less than \$2.50 a day.<sup>4"</sup>

Statistics provided by 1.Unicef, 2. CATW, 3. NightLight International and 4. World Bank Development Indicators 2008.

Change these numbers!

## HELPONE

**Commitment** to a monthly gift!

**Give** ONE time gift!

**Pray** for ONE Less!

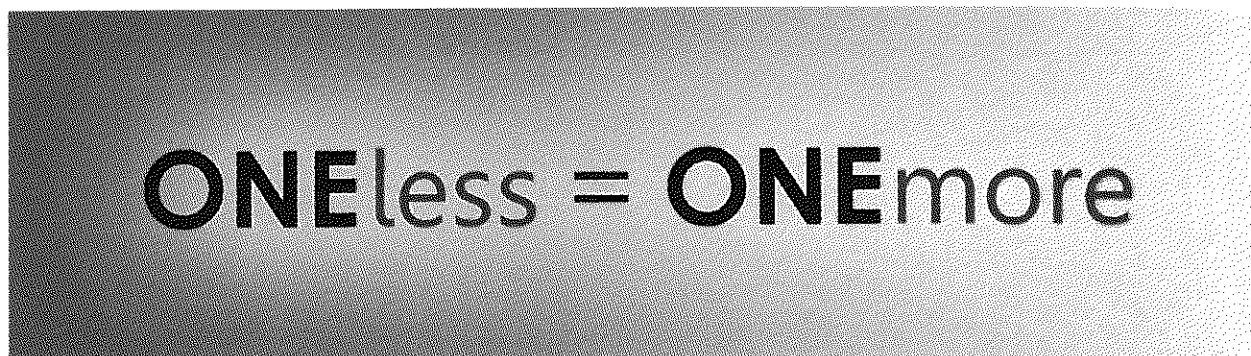
**Sponsor** an event!

**Host** a Fundraiser!

**Volunteer!**

[Home](#) [Blog](#) [About](#) [Our Work](#) [Get Involved](#) [Donate](#) [Store](#)

## Victims of Human Trafficking // Hope for the Defenseless



"Human trafficking is an offense against human dignity, a crime in which human beings, many of them teenagers and young children, are bought and sold and often sexually abused by violent criminals." –President George W. Bush

Human trafficking or "Trafficking in Persons" as defined by the United Nations's "Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children", is

"the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs"

Human Trafficking includes but is not limited to:

- Commercial sexual exploitation/sex trafficking. [Learn more...](#)
- Forced labor, bonded labor/debt bondage, labor trafficking.
- Forced removal of organs/organ selling
- Child soldiering

### Human Trafficking Statistics

Obtaining numbers and statistics related to human trafficking remains difficult. Slavery in its traditional form of legal ownership of another human being is illegal worldwide. However, slavery continues to be practiced all over the world in the forms described by the UN Trafficking Protocol. This is a hidden population because of the invisibility of victims and the high levels of under-reporting. All statistics listed here are estimates.

- 27 Million- the number people enslaved in the world today.
- \$32 Billion USD -total annual profits generated by trafficked forced laborers.
- \$15.5 Billion USD- of the \$32 Billion generated in industrialized countries.
- 800,000 - the number of people who are trafficked across international borders every year.
- 2,515 suspected incidents of human trafficking opened by federally funded task forces in the US from 2008-2010.

"After drug dealing, trafficking in humans is tied with arms dealing as the second-largest criminal industry in the world."- US Department of Health & Human Services

### Making ONEless

ONEless works to make ONE less victim of human trafficking through our proactive and reactive strategies. [Learn more...](#)

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Stories of ONEless

### 15-year-old Girl Rescued from Human Trafficking in Middle TN

ONEless helped a 15-year-old-girl who was so severely beaten when she was rescued, that law enforcement felt the need to take her to a neurologist to assess the damage. She had been trafficked through several states over a three to four month period, traded by a number of pimps, including several "gorilla pimps" - brutal controllers who rely on violence to keep their victims submissive and compliant to their demands.

This young girl is now reunited with her father, away from her original home for her security. The funding ONEless provided is keeping them safe and housed - providing food, utilities, and rent until the father's paycheck comes through. ONEless was made aware of this pressing need through our partnership with End Slavery.

#### Notes:

1. United Nations Office on Drugs and Crime. "Protocol to Prevent, Suppress, and Punish Trafficking in Persons, Especially Women and Children." *United Nations Convention Against Transnational Organized Crime and the Protocols Thereto*. New York: United Nations, 2004. <http://www.unodc.org/documents/treaties/UNTOC/Publications/TOC%20Convention/TOCbook-e.pdf> [accessed February 13, 2013]
2. Kevin Bales. *Free the Slaves*.
3. International Labour Organization. "A global alliance against forced labour." *International Labour Conference*. Geneva: International Labour Office, 2005. <http://www.ilo.org/public/english/standards/relm/ilc/ilc93/pdf/rep-i-b.pdf> [accessed February 13, 2013]
4. Ibid, 55.
5. U.S. Department of State. *Trafficking in Persons Report: 2007*. <http://www.state.gov/j/tip/rls/tiprpt/2007/> [accessed February 16, 2013]
6. U.S. Department of Justice. Bureau of Justice Statistics. *Characteristics of Suspected Human Trafficking Incidents, 2008-2010*. 2007. <http://bjs.gov/index.cfm?ty=pbdetail&iid=2372> [accessed February 13, 2013]
7. U.S. Department of Health & Human Services Press Office. "HHS Fights to Stem Human Trafficking." *HHS Press Release*. 2006.

### Our Email Newsletter

First & Last Name

Email Address



### Support Us

We depend on your generous support.

Please consider a recurring or one-time donation to One Less Ministries.



### Stay Connected

One Less Ministries  
P.O. Box 754  
Smyrna, Tennessee 37167  
Email Contact







## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM

Department: Public Works

Category: Contract

Prepared By: Sherry Howard

Department Head: Bill Yearwood

## Annual contribution to the County's Household Hazardous Waste Collection Facility.

Please approve the annual contribution to Shelby County Government for the Household Hazardous Waste Facility. Per the agreement signed by Mayor A. Keith McDonald on October 2, 2012, Bartlett's share of that facility's cost is \$20,000. This agreement continues through June 30, 2014. Funds are available in account 12248122899.

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Becky Bailey

Department Head: Rick McClanahan

## MATA Bus Shelter Installation Project.

Two locations in Bartlett on Stage Road are proposed for bus shelter installation by MATA. One location is in front of the Bartlett Library. The other location is on the property line between Arby's and Colton's in the Wolfchase area. These locations have the highest bus ridership of all bus stops in Bartlett. Attached are drawings of the two locations, a cost breakdown of each location, and photos of the new bus shelter design. Bartlett will be responsible for 20 percent of the purchase costs and all of the installation costs. Bartlett Public Works has agreed to maintain the shelters and empty the garbage cans. Please award the contract for \$5,500.00 to include the cost of materials, labor and contingency. Funding is available in account 121.48121.975.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Bobby Simmons, Alderman

**SECONDER:** W.C. Pleasant, Alderman

**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Bartlett Shelter Costs

| Purchase Costs                         | Shelter 1<br>(Library) | Shelter 2 (WolfCreek<br>Pkwy) | Total Cost |
|----------------------------------------|------------------------|-------------------------------|------------|
| Shelter                                | \$3,477.00             | \$3,477.00                    | \$6,954.00 |
| Trash Receptacle                       | \$598.00               | \$598.00                      | \$1,196.00 |
| Sub Total                              | \$4,075.00             | \$4,075.00                    | \$8,150.00 |
|                                        |                        |                               |            |
| 80% funded by FTA/MATA                 | \$3,260.00             | \$3,260.00                    | \$6,520.00 |
| 20% funded by Bartlett                 | \$815.00               | \$815.00                      | \$1,630.00 |
|                                        |                        |                               |            |
| Installation Costs                     | Shelter 1<br>(Library) | Shelter 2 (WolfCreek<br>Pkwy) | Total Cost |
| Shelter & Bench                        | \$720.00               | \$720.00                      | \$1,440.00 |
| 6'x12' Concrete Pad                    | \$756.00               | \$756.00                      | \$1,512.00 |
| Additional Concrete, \$5.50/SF (28 SF) | \$0.00                 | \$154.00                      | \$154.00   |
| Trash Receptacle                       | \$40.00                | \$40.00                       | \$80.00    |
| Sub Total                              | \$1,516.00             | \$1,670.00                    | \$3,186.00 |
|                                        |                        |                               |            |
| Total Funded by City of Bartlett       | \$2,331.00             | \$2,485.00                    | \$4,816.00 |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





MAP KEY

- TREE \*
- STREET SIGN □
- TRAFFIC SIGNAL ●
- FIRE HYDRANT △
- UTILITY POLE ○
- BUS STOP SIGN ⊗
- SHELTER ■

(MAP NOT TO SCALE)

COMMENTS:

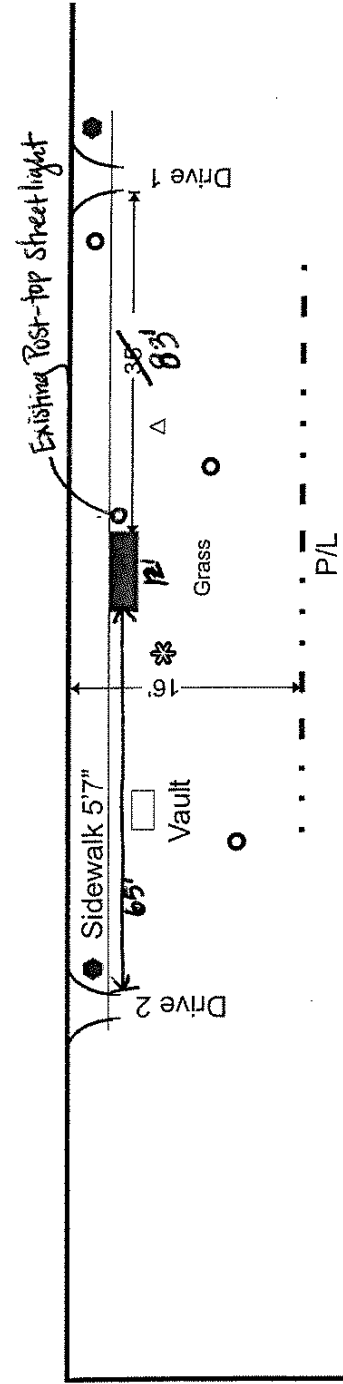
Our list, Stage at Bartlett Blvd.  
Approx. 10' from shelter to  
fire hydrant  
Want Traffic Engr. to check set  
back for sight triangle, drive 1

MATA BUS STOP  
SHELTER #: Bart 2

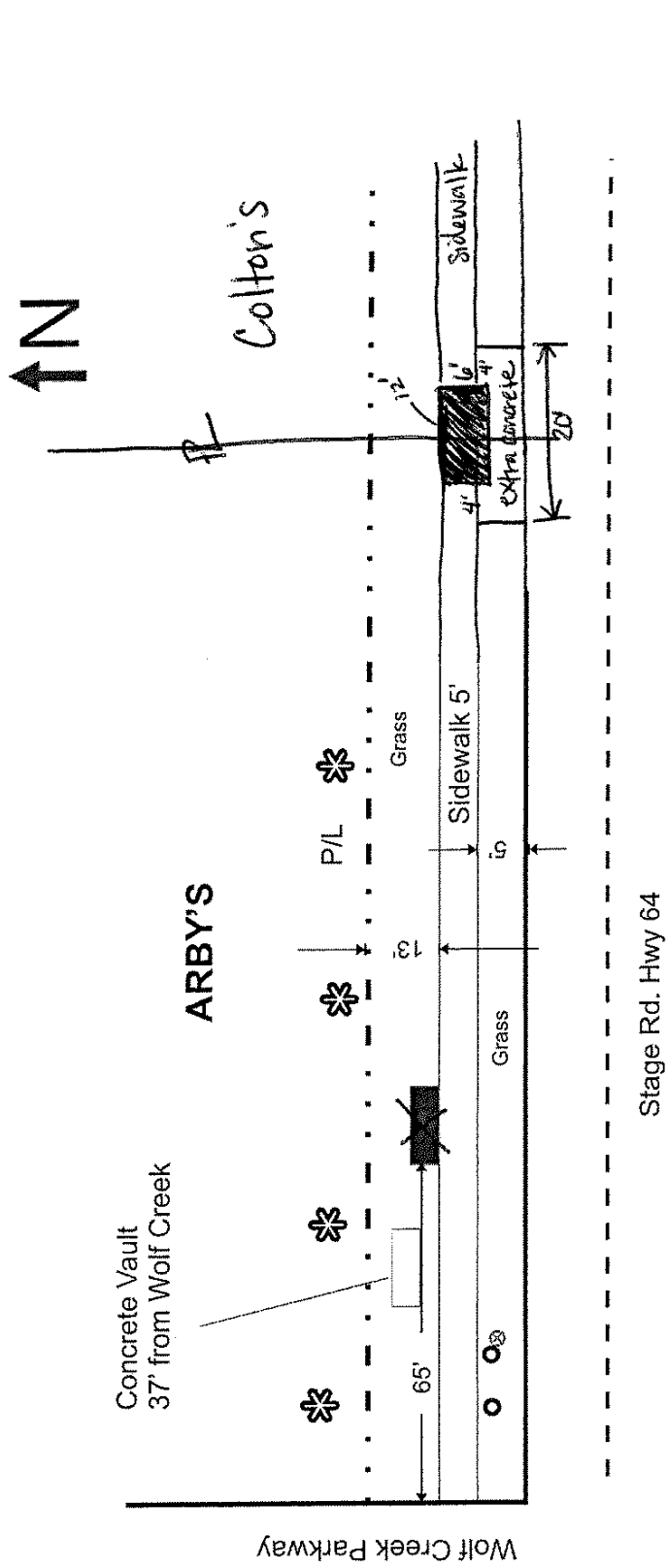
REVISION DATE: ~~8/24/13~~

8/21/13

Stage Road - Highway 64



BARTLETT LIBRARY



(MAP NOT TO SCALE)

COMMENTS:

extra concrete  $20' \times 5' = 100$   
 less 72 SF (Concrete Pad Area)  
 = 28 SF

MAP KEY

- \* TREE
- STREET SIGN
- TRAFFIC SIGNAL
- △ FIRE HYDRANT
- UTILITY POLE
- ⊗ BUS STOP SIGN
- SHELTER

MATA BUS STOP  
 SHELTER #: Bart 1

REVISION DATE: 7/12/13

8/21/13







## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### ADOPTED

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Planning and Economic Development  
Category: Report  
Prepared By: Sam Harris  
Department Head: Terry Emerick

## Planning Commission report for September 2013.

### NEW BUSINESS

#### Public Hearing

#### Special Use Permit

#### **1. Game X Change, Special Use Permit, 6832 & 6836 Stage Rd (Mike Hultquist, Owner)**

**INTRODUCTION:** Mr. Mike Hultquist with Game X Change is requesting Planning Commission approval for a Special Use Permit (SUP) to operate the Game X Change retail store. The business will be 6832 and 6836 Stage Road within the "C-H" Highway Business zoning district.

**DISCUSSION:** The proposed business will sell new and used DVDs, CDs, video games and accessories. Ordinarily, retail uses in the "C-H" zoning district are permitted without an SUP. However, Article V, Chart I of the Zoning Ordinance states in part that, "retail secondhand stores" require an SUP. Other uses within and adjacent to the subject use includes: a cell phone store, restaurants, a nail salon, an insurance office, a cigarette store, gas stations and a pharmacy.

#### Planning Conditions:

1. The applicant shall obtain Design Review Commission and/or Administrative approval prior to installing signage and making changes to the exterior storefront.
2. 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.

#### **Recommend approval to the Board of Mayor and Aldermen with conditions of staff.**

#### **2. Walker Farms PD, Amendment, North of Old Brownsville Rd, East of Kirby-Whitten Road (Mark Underwood, Property Solutions)**

**INTRODUCTION:** Mr. Mark Underwood with Property Solutions is requesting Planning Commission approval of proposed amendments to a previously recorded outline plan and recorded final plat for the Walker Farms Planned Development (P.D.). The subject property is located north of Old Brownsville Road, and east of Kirby Whitten Road within the "RS-12" Residential zoning district.

**BACKGROUND:** October 13, 2004, the Memphis and Shelby County's Land Use Control Board recommended approval of the 80-lot planned development and outline plan to the Shelby County Commission. On December 12, 2006, the Shelby County Commission granted

approval of the project. On December 7, 2005, the Memphis City Council granted approval of the project.

On October 2, 2006, the Bartlett Planning Commission recommended to the Board of Mayor and Aldermen that the project be annexed into the City of Bartlett, and that it be zoned "RS-12" Residential. On December 12, 2006, the Board of Mayor and Aldermen granted the annexation of the property along with the recommended zoning. On March 2, 2009, the Bartlett Planning Commission approved the final plan.

**DISCUSSION:** The applicant is requesting the following amendments to the outline plan and final plat in an effort to make new homes more attractive for today's market. The proposed amendments are as follows:

- A reduction in the minimum heated floor area from 2,000 square feet to 1,800 square feet (40% of the homes) except for homes located on Farmland Way and Walker Farms Drive.
- Replace the irrigation requirement for street trees, and add a requirement to plant Redbud trees in November, and that the trees are to become the responsibility of the Homeowners Association.
- A reduction in the minimum rear yard setback from 25-feet to 20-feet for all lots.
- Establish a requirement that a minimum of 70% of the exterior elevations of the homes be constructed in brick.
- All mailboxes will be identical in design.
- The developer/owner shall obtain Planning Commission approval, prior to the construction of the future phases of the planned development.
- Driveway locations other than shown on the recorded plat shall be pre-approved by the City Engineer and Code Enforcement prior to installation.

### **Engineering Conditions:**

#### **1. Outline Plan Conditions:**

- a. **II. Bulk Regulations, para A-5 - lots 1-19 and 31-50:** These lots have the same overall lot depth (125') and rear yard setback (25') as the rest of the lots in this subdivision. Corner lots are excluded from this as they do not have rear yard setbacks. It is noted that lots 1-19 and 31-50 do have a 35' front yard setback as opposed to a 30' setback for all other lots in this subdivision. It is also noted that lots 1-14 back up to non-buildable greenbelt or Common Open Space land. In a meeting with the developer on August 14, he noted this request also applies to the future-phased lots on Walker Farms Drive and the extension of Farmland Way. The recommendation for lot 1-19 and 31-50 and for all future lots along Farmland Way and Walker Farms Drive would be to reduce the rear yard building setback to 20 feet. No additional lots are recommended for this change,

as those lots in Areas B, C, and D (per the Outline Plan) are smaller and narrower lots than those in Area A.

- b. **V Landscape and Screening, para H:** Removing the irrigation requirement is not a major issue as long as the trees are all similar in height and maturity. The restriction to plant the trees between November 1 and March 1 is consistent with guidance provided to allow trees to be planted during the appropriate months to aid in survival. However, ALL of the trees shall be planted by the developer in the same planting season to ensure similar height/maturity. In a meeting with the developer on August 14, it was also agreed that the redbuds can be reduced in caliber to a minimum of 1".
- c. **XI final Plan, para B-5:** The 'driveway plan' was established by the previous bank after they had foreclosed, in an effort to defer installation of the landscaping and irrigation system, but to meet the requirement of V-D and XI B-5. Driveways had to be included in that plan, as the tree/landscaping plan had to consider the location of all driveways (min 10' away for smaller trees), sewer and water services (min 5' away), and any public easements generally found at lot lines (outside easement extension into ROW). Applicant proposes to eliminate all reference to the driveway locations in the landscaping plan along this minor collector street and simply let the builder install the trees where he can fit them. If this is to remain as a planned streetscape, the builder must strive to stay with the plan. If the trees are all planted in the next planting season by the developer starting November 1 this year, the builder would have the added task of relocating trees as necessary should the driveway location be moved. It is recommended the driveway plan remain, but give Codes and Engineering a little flexibility to adjust driveway locations, and the builder would further have the responsibility of moving and saving each tree rather than replacing it. This will preserve the intent of the tree-lined street. This note shall be placed on the plat and also on any building permit where the proposed relocated driveway will impact a street tree. The developer has agreed that for any lots for which the driveway would be relocated from the current plan, a plot plan showing the street trees on the affected lot and the two adjacent lots shall be included when applying for a building permit. This plan must be reviewed/approved by both Codes and Engineering prior to issuance of the building permit.
- d. **Developer-Imposed Minimum Building Requirements, para A-1 (2000 SF vs 1800 SF):** In the August 14 meeting, the developer clarified this request to include only the current and future lots not fronting on Farmland Way and Walker Farms Drive. The requested percent should specify the number of lots for phase I, and the percent can apply to each phase independently. For phase I, approximately 40 lots fit into this category and therefore (40% of 40 =) 16 lots could have the reduced square footage. Applicant must convert the percent to an actual number of lots so Codes can more easily keep track.
- e. **Developer-Imposed Minimum Building Requirements, para A-2:** This is a new paragraph and Engineering has no comments

- f. **Developer-Imposed Minimum Building Requirements, para A-3:** This is a new paragraph and Engineering has no comments.
- g. **The revised phasing plan should only show the revised phasing.** It has superimposed two phase lines and neither is correct for phase I. In one case the bold line matches the recorded plat (by lots 30 and 31) and in two other cases (lot 65-lot 66 and lot 78-lot 79) the non bold line matches the recorded plat. To give the developer some flexibility in modifying future phasing boundaries, it is recommended that a note be added on the plat allowing this flexibility from the original phasing schedule in the Outline Plan.
- h. It is recommended the only re-recording should be of the plat including the outline plan conditions - **not** the original Outline Plan. The original conditions have been carried forward on the plat and that is all that should be changed, unless the overall boundary of the outline plan also changes.
- i. The proposed plat - as revised - should;
  - 1). show the full contact information for the new developer
  - 2). cross out the interim developer - Liberty Bank of Arkansas
  - 3). remove from the re-recording note revision on all pages, the phrase "recorded phase I", as there are no changes to the lot line boundaries in phase I.
  - 4). amend new note 11 on sheet 5 of 7 to clarify that this refers only to the trees in the planting strip in the right of way - not those in the front yards.

### **Planning Comments:**

- 1. These lots are located within the "RS-12" zoning district which per the Zoning Ordinance requires front yard setbacks to be 35-feet, side yard setbacks of 8-feet and 10-feet, and rear yard setbacks to be 30-feet. The maximum permitted lot coverage is 30%. This planned development outline plan was originally approved with 30-foot and 35-foot front yard setbacks, 5-foot side yard setbacks, and 25-foot rear yard setbacks. The applicant is requesting to reduce the rear yard setback to 20-feet throughout the entire development, but has not addressed the lot coverage issue. If the applicant does not amend the percentage of lot coverage, then the lot coverage will remain at 30%.
- 2. The reduced rear yard setback may limit future owners from a building addition and/or installing a storage building.
- 3. The applicant shall provide planning staff with an electronic version of the plans.
- 4. 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.

**Recommend approval to the Board of Mayor and Aldermen with conditions of staff with revisions above and to change rear yard setbacks to 24 feet but retain the 2000 sq.ft. minimum heated living area on the homes.**

### **Site Plan:**



### 3. Carlson Consulting Engineers, Building Expansion, 7068 Ledgestone Commons (Dean Carlson, Carlson Consulting Engineers)

**INTRODUCTION:** Mr. Dean Carlson with Carlson Consulting Engineers is requesting Planning Commission approval of a revised site plan for the Carlson Consulting Engineers office site. The subject property is located at 7068 Ledgestone Commons within the “O-C” Office zoning district.

**BACKGROUND:** On June 7, 2004, the Planning Commission approved a site plan for an 8,365 square foot office building and parking lot on an 8.68-acre parcel of land. A City of Bartlett water tank is located on an outparcel adjacent to the office building. Both the office building and water tank share an access road from Highway 70.

**DISCUSSION:** More specifically, the applicant is proposing to revise an existing site plan to expand the existing office building and parking lot. The existing building is setback approximately 590-feet from Highway 70. The building expansion will be on the rear elevation of the building. The proposed site plan also includes an additional dumpster pad and landscaping. The specifics of the site plan are as follows:

|                                |              |
|--------------------------------|--------------|
| Site Data                      |              |
| Site Area:                     | 8.68-acre    |
| Total Existing Parking Spaces: | 39-spaces    |
| Proposed Additional Spaces:    | 35-spaces    |
| Total Proposed Parking:        | 74-spaces    |
| Handicap Accessible:           | 2-spaces     |
| Regular:                       | 72-spaces    |
| Existing Building Area:        | 8,365 sq.ft. |
| Proposed Building Area :       | 1,537 sq.ft. |
| Total Proposed Building Area:  | 9,902 sq.ft. |
| Greenspace/Openspace:          | Not provided |
| Building Height:               | Not provided |

#### **Engineering Conditions:**

- I. This expansion, for the parking lot expands outside the original phase I as shown on the plat recorded in Plat Book 213, Page 46 (used 2.11 acres in sewer calculation) area upon which fees were based in the original development. As such, a new contract or (other method) will be required to collect additional fees based on the additional acres added to the phase I area.
  - a. The plat will also need to be re-recorded or some other method will need to be created to reflect the revised phase I area and modify the note addressing what has been paid.

## 2. Planting Plan:

- a. Rework the tree density unit chart to match the current tree ordinance - 20 TDU's per acre. This shall be done before submission to the DRC.
  - b. TDU's - Show existing (to remain), existing (to be removed), and new -- and delineate all by tree species.
  - c. The Saucer Magnolia is a medium density tree
  - d. The Willow Oak is a large density tree.
  - e. The River Birch and Tea Olive are not on the approved list in our tree ordinance. This will be addressed by the DRC.
3. Detention: A new Stormwater analysis has been submitted to Engineering separately from the application and questions associated with the specifics are being worked out directly with the applicant.

**Planning Conditions:**

1. A site plan data table shall be included in the final set of plans that are submitted for permitting.
2. A detail of the dumpster enclosure shall be included with the final set of plans that are submitted for permitting.
3. Since the building expansion is located at the rear of the building, the elevation plans and landscaping will be reviewed by Planning staff. The applicant shall provide Planning staff with a set of elevation plans including a color and materials data table as well as paint samples prior to obtaining a building permit. The final elevation plans with the color and materials data table shall also be included with the final set of plans that are submitted for permitting.
4. The applicant shall provide Planning staff with an electronic version of the plans.
5. 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.

**Approved with conditions of staff.**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | W.C. Pleasant, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Board of Mayor and Aldermen  
Category: Appointment  
Prepared By: Jeanie Underwood  
Department Head: A. Keith McDonald

## Appoint Matt Meador to Parks and Recreation Advisory Board.

Matt Meador will complete Tim Carroll's term. The term will expire December 31, 2015.

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Planning and Economic Development  
Category: Special use permit  
Prepared By: Sam Harris  
Department Head: Terry Emerick

## **Set a Public Hearing for October 8, 2013 for Resolution 15-13, A Resolution Approving a Special Use Permit for Sale of Used Video Games in a Retail Store Named “Game Xchange”, 6832 and 6836 Stage Road.**

**WHEREAS**, an application has been made for a Special Use Permit for sale of used video games in the Game Xchange, 6832 and 6836 Stage Road.

**WHEREAS**, the Planning Commission reviewed the proposed Special Use Permit for Game Xchange, on September 3<sup>rd</sup>, 2013, in accordance with their regulations and recommended APPROVAL of the special use permit; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on October 8<sup>th</sup>, 2013, and approved the Special Use Permit for Game Xchange, 6832 and 6836 Stage Road to sell used video games in a retail store in Bartlett, subject to the following condition:

The applicant shall obtain Design Review Commission approval prior to installing any signage and making any changes to the exterior storefront.

**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 for Game Xchange, 6832 and 6836 Stage Road, incorporating the above listed conditions, is approved.

ADOPTED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2013.

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

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

Attest: \_\_\_\_\_

Stefanie McGee, City Clerk



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



## The Bray-Davis Firm, LLC.

2950 Stage Plaza North  
Bartlett, Tennessee 38134

Telephone 901-383-8668  
Fax 901-383-8720

August 2, 2013

Terry Emerick  
Director  
Department of Planning and Economic Development  
6382 Stage Road  
Bartlett, TN 38134

### **RE: SUP application - Game Xchange**

Mr. Emerick,

Please find attached an application for a Special Use Permit for Game Xchange to be located at 6832 and 6834 Stage Road in Lot 1 of the McCullar-Turley Subdivision (Plat Book 115, Page 18). The subject property is an existing strip shopping center in the C-H zoning district that contains 14 leasable bays. The proposed business will be located in two of the currently vacant bays. A Special Use Permit is required because the proposed retail enterprise includes the purchase of existing products for resale in addition to the sale of new product. Although Game Xchange does not deal exclusively in the sale of new items it is a compatible retail use with other "by right" uses within the zoning district. More information on this retail operation can be found at [www.gogamexchange.com](http://www.gogamexchange.com). An excerpt from the website detailing the stores history and philosophy is pasted below:

### **Our History**

Game X Change was started in 1992 as the original retail buy, sell, and trade of interactive entertainment software and hardware(video games). Game X Change operates over 20 corporate stores. Additionally there are over 30 franchisee operated stores located throughout the US.

Game X Change is headquartered in Northwest Arkansas, home of the world's largest retailer Wal-Mart. Part of the ownership team has gained valuable experience by working with a supplier of Wal-Mart, and using that experience in developing retail systems and technological improvements within Game X Change.

### **Our Philosophy**

#### **Customers drive our business decisions:**

When considering improvements to store policies, procedures, product, services, location, and layout we first ask ourselves, "Will this benefit the customer?"

#### **Create Customer Loyalty:**

The Game X Change franchise has a proven track record of creating customer loyalty by offering a fun, unique, and upscale shopping experience at a great value.

**Work On Business, Not In Business:**

Game X Change corporate promotes the success of their franchisees through tested and a proven operations system supported by technology, training, and industry relationships which frees up owners to work on improving their business.

If you have any questions or need any additional information, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Bray, P.E.', with a stylized, cursive script.

David Gean Bray, P.E.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)







## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 09/10/13 07:00 PM  
Department: Planning and Economic Development  
Category: Amendment  
Prepared By: Sam Harris  
Department Head: Terry Emerick

## Set a Public Hearing for October 8, 2013 for Resolution 16-13, a Resolution Approving Amendments to the Planned Development Walker Farms PD.

**WHEREAS**, an application has been made for amendments to the Planned Development for Walker Farms P.D.,

**WHEREAS**, the Planning Commission reviewed the proposed amendments to the Planned Development for Walker Farms P.D. on September 3rd, 2013, in accordance with their regulations and recommended APPROVAL of the amendments to the Planned Development; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on October 8<sup>th</sup>, 2013 and approved the amendments to the Planned Development for Walker Farms P.D. The site contains approximately 158.21 acres and is located north of Old Brownsville Road and east of Kirby-Whitten Road. The existing planned development and conditions were recorded in Plat Book 225, Page 125 and Phase I final plat was recorded in Plat Book 245, Page 2 and consists of 80 lots and 43.63 acres, subject to the following conditions:

#### 1. Outline Plan Conditions:

- a. **II. Bulk Regulations, para A-5** - lots 1-19 and 31-50: These lots have the same overall lot depth (125') and rear yard setback (25') as the rest of the lots in this subdivision. Corner lots are excluded from this as they do not have rear yard setbacks. It is noted that lots 1-19 and 31-50 do have a 35' front yard setback as opposed to a 30' setback for all other lots in this subdivision. It is also noted that lots 1-14 back up to non-buildable greenbelt or Common Open Space land. In a meeting with the developer on August 14, he noted this request also applies to the future-phased lots on Walker Farms Drive and the extension of Farmland Way. The recommendation for lot 1-19 and 31-50 and for all future lots along Farmland Way and Walker Farms Drive would be to reduce the rear yard building setback to 20 feet. No additional lots are recommended for this change, as those lots in Areas B, C, and D (per the Outline Plan) are smaller and narrower lots than those in Area A.
- b. **V Landscape and Screening, para H:** Removing the irrigation requirement is not a major issue as long as the trees are all similar in height and maturity. The restriction to plant the trees between November 1 and March 1 is consistent with guidance provided to allow trees to be planted during the appropriate months to aid in survival. However, ALL of the trees shall be planted by the developer in the same planting season to ensure similar height/maturity. In a meeting with the developer on August 14, it was also agreed that the redbuds can be reduced in caliber to a minimum of 1".
- c. **XI final Plan, para B-5:** The 'driveway plan' was established by the previous bank after they had foreclosed, in an effort to defer installation of the landscaping and irrigation system, but to meet the requirement of V-D and XI B-5. Driveways had to be included in that plan, as the tree/landscaping plan had to consider the location of all

driveways (min 10' away for smaller trees), sewer and water services (min 5' away), and any public easements generally found at lot lines (outside easement extension into ROW). Applicant proposes to eliminate all reference to the driveway locations in the landscaping plan along this minor collector street and simply let the builder install the trees where he can fit them. If this is to remain as a planned streetscape, the builder must strive to stay with the plan. If the trees are all planted in the next planting season by the developer starting November 1 this year, the builder would have the added task of relocating trees as necessary should the driveway location be moved. It is recommended the driveway plan remain, but give Codes and Engineering a little flexibility to adjust driveway locations, and the builder would further have the responsibility of moving and saving each tree rather than replacing it. This will preserve the intent of the tree-lined street. This note shall be placed on the plat and also on any building permit where the proposed relocated driveway will impact a street tree. The developer has agreed that for any lots for which the driveway would be relocated from the current plan, a plot plan showing the street trees on the affected lot and the two adjacent lots shall be included when applying for a building permit. This plan must be reviewed/approved by both Codes and Engineering prior to issuance of the building permit.

- d. **Developer-Imposed Minimum Building Requirements, para A-1 (2000 SF vs 1800 SF)**: In the August 14 meeting, the developer clarified this request to include only the current and future lots not fronting on Farmland Way and Walker Farms Drive. The requested percent should specify the number of lots for phase I, and the percent can apply to each phase independently. For phase I, approximately 40 lots fit into this category and therefore (40% of 40 =) 16 lots could have the reduced square footage. Applicant must convert the percent to an actual number of lots so Codes can more easily keep track.
- e. **Developer-Imposed Minimum Building Requirements, para A-2**: This is a new paragraph and Engineering has no comments
- f. **Developer-Imposed Minimum Building Requirements, para A-3**: This is a new paragraph and Engineering has no comments.
- g. **The revised phasing plan should only show the revised phasing.** It has superimposed two phase lines and neither is correct for phase I. In one case the bold line matches the recorded plat (by lots 30 and 31) and in two other cases (lot 65-lot 66 and lot 78-lot 79) the non bold line matches the recorded plat. To give the developer some flexibility in modifying future phasing boundaries, it is recommended that a note be added on the plat allowing this flexibility from the original phasing schedule in the Outline Plan.
- h. It is recommended the only re-recording should be of the plat including the outline plan conditions - not the original Outline Plan. The original conditions have been carried forward on the plat and that is all that should be changed, unless the overall boundary of the outline plan also changes.
- i. The proposed plat - as revised - should;
  - (1) show the full contact information for the new developer

- (2) cross out the interim developer - Liberty Bank of Arkansas
- (3) remove from the re-recording note revision on all pages, the phrase "recorded phase I", as there are no changes to the lot line boundaries in phase I.
- (4) amend new note 11 on sheet 5 of 7 to clarify that this refers only to the trees in the planting strip in the right of way - not those in the front yards.

**Added amendments:**

The following amendments to the outline plan and final plat were requested by applicant and approved as shown below:

- A reduction in the minimum heated floor area from 2,000 square feet to 1,800 square feet (40% of the homes) except for homes located on Farmland Way and Walker Farms Drive. (This was not approved - minimum heated floor area to remain 2,000 square feet.)
- Replace the irrigation requirement for street trees, and add a requirement to plant Redbud trees in November, and that the trees are to become the responsibility of the Homeowners Association.
- A reduction in the minimum rear yard setback from 25-feet to 20-feet for all lots. (This was not approved as 20-feet but was approved for 24-feet.)
- Establish a requirement that a minimum of 70% of the exterior elevations of the homes be constructed in brick.
- All mailboxes will be identical in design.
- The developer/owner shall obtain Planning Commission approval, prior to the construction of the future phases of the planned development.
- Driveway locations other than shown on the recorded plat shall be pre-approved by the City Engineer and Code Enforcement prior to installation.

**WHEREAS**, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Walker Farms P.D. should be approved;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE**, that the amendments to the Planned Development for Walker Farms P.D., located north of Old Brownsville Road and east of Kirby-Whitten Road., incorporating the above listed conditions, are approved.

**ADOPTED THIS 8TH DAY OF OCTOBER 2013.**

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

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

Attest: \_\_\_\_\_



Stefanie McGee, City Clerk

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Bartlett Planning and  
Economic Development Department  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Application for Planned Development Approval to the Bartlett Planning Commission

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

Requested Uses Existing Residential Planned Development

Property Address +/-158.21 Acres North of Old Brownsville Rd, East of Kirby Whitten Road

Present Zoning RD-12, Planned Development

Owner/Developer Contact Trey Sowell Phone 901-620-3600

Company Name Walker Farms LLC Fax \_\_\_\_\_

Address 5050 Poplar Avenue, Memphis, TN 38157

Planning Consultant Mark Underwood Phone 901-457-0528

Company Name Property Solutions Fax \_\_\_\_\_

Address 784 Deans Creek Drive, Collierville, TN 38017

Engineer Contact \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Submitted by Mark Underwood *Mark A. Underwood* August 5, 2013  
(printed name) (signature) (date)

I, Trey Sowell, owner(s) of the property, hereby authorize the filing of this application.  
*Walker Farms, LLC*

☒ Attach a checked-off "Planned Development Checklist" and all items required therein.

\_\_\_\_ Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

\$2,000.00 Include a fee with this application (check payable to the City of Bartlett) of \$300.00 for five (5) acres or less, plus \$30.00 per acre (after the first five) to a maximum of \$2,000.00

Information to be entered by City staff only:

### Resubmittals

(See "Application Instructions: Planning Commission.")

| Resubmittal Description | Required Resubmittal Date/Time | Staff Initials |
|-------------------------|--------------------------------|----------------|
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |

6/23/09

Page 1 of 2

**RECEIVED**  
*Aug 05 2013*  
**CITY OF BARTLETT**

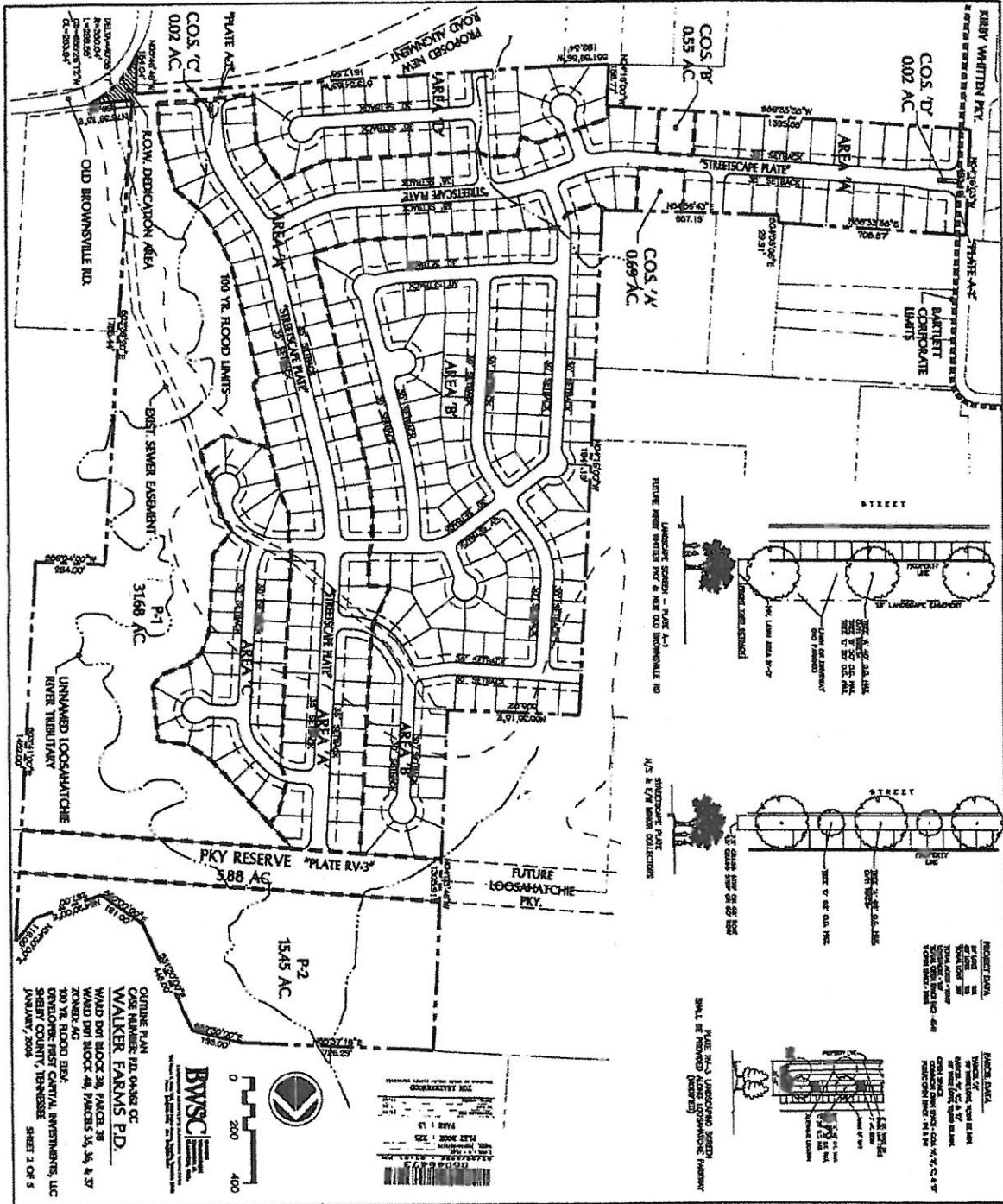
Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

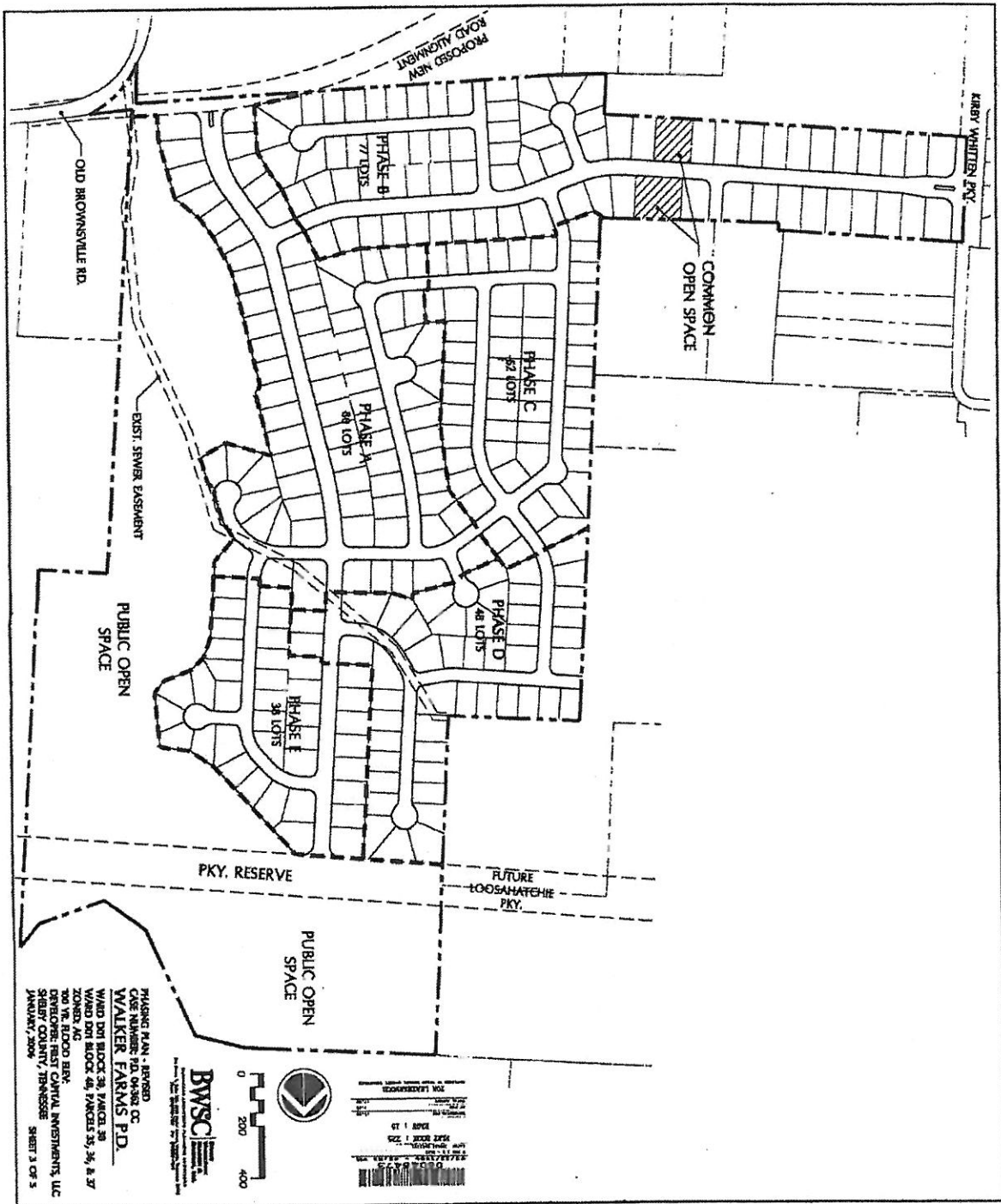












Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





Packet Pg. 137





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### RESOLUTION (ID # 1066)

Meeting: 09/10/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Initiator: Dick Phebus

Sponsors:

DOC ID: 1066

## **Resolution 19-13, an initial resolution authorizing the issuance of not to exceed two million three hundred thirty thousand dollars (\$2,330,000) General Obligation Public Improvement Bond and not to exceed one million four hundred ten thousand dollars (\$1,410,000) water and sewer revenue and tax bonds of the City of Bartlett, Tennessee.**

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of Bartlett, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, the (i) construction, repair, improvement and equipping of fire department stations and facilities; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (v) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vi) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$2,330,000, which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that for the purpose of financing, in whole or in part, the (i) construction of extensions and improvements to the water and sewer system (the "System") of the Municipality; (ii) acquisition of all property real and personal, appurtenant thereto, or connected with such public works project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$1,410,000, which shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum, and which shall be payable from and secured by a pledge of the income and revenues to be derived from the operation of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System and to prior pledges of such revenues in favor of certain prior lien obligations. In the event of a deficiency in such revenues, such bonds are payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Clerk of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$2,330,000 general obligation public improvement bonds and not to exceed \$1,410,000 water and sewer revenue and tax bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

### NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Clerk of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Stefanie McGee, City Clerk

Adopted and approved this 10<sup>th</sup> day of September, 2013.

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

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

ATTEST:

\_\_\_\_\_  
Stefanie McGee, City Clerk

|                  |                                                      |
|------------------|------------------------------------------------------|
| <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 |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### RESOLUTION (ID # 1065)

Meeting: 09/10/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Initiator: Dick Phebus

Sponsors:

DOC ID: 1065

## **Resolution 20-13, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing equipment acquisition capital outlay notes, Series 2013, in an amount not to exceed \$770,500, and providing for the payment of said notes.**

**WHEREAS**, the Board of Mayor and Aldermen (the "Board"), of the City of Bartlett, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of police, fire, public works, administrative, and parks and recreation equipment and vehicles, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto (collectively, the "Project"), and costs incident to the financing thereof;

**WHEREAS**, the Municipality estimates that the life of the equipment and vehicles has an economic life of greater than 7 years;

**WHEREAS**, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

**WHEREAS**, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

**WHEREAS**, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance of the State of Tennessee (the "Director of State and Local Finance"):

**NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:**

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$770,500, or such lesser amount as may be determined by the Mayor of the

Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "Equipment Acquisition Capital Outlay Notes, Series 2013". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owners of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall have such redemption provisions as may be determined at the time of the sale of the Notes by the Mayor and the purchaser of the Notes; provided, however, that no redemption premium shall be great than 1%.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the Municipality (the "City Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or



desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Clerk of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars (\$10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the registration books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or

herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owners of the Notes as the absolute owners thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such

executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a the general fund or debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Clerk, City Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes

shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "Equipment Acquisition Capital Outlay Notes, Series 2013 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owners of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owners thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owners of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other



issuers that are treated as on issuer under such Section 265(b)(3)) during the 2013 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

- (a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;
- (c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;
- (d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,
- (e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$770,500. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owners of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owners of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owners of the Notes

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect

the validity of the Notes or limit the rights and remedies of the owners from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owners thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the City Clerk, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution

shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 10th day of September, 2013.

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

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

Attest: \_\_\_\_\_  
Stefanie McGee, City Clerk

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

STATE OF TENNESSEE)  
COUNTY OF SHELBY)

I, Stefanie McGee, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on August 27, 2013; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$770,500 Equipment Acquisition Capital Outlay Notes, Series 2013, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 27th day of August, 2013.

\_\_\_\_\_  
City Clerk

(SEAL)

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### ORDINANCE (ID # 1071)

Meeting: 09/10/13 07:00 PM

Department: Personnel

Category: Amendment

Prepared By: Stefanie McGee

Initiator: Peter Voss

Sponsors:

DOC ID: 1071

## Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions.

**WHEREAS**, the City of Bartlett established an Occupational Safety and Health Program for its employees via Ordinance in 1974 and updated in 2003; and

**WHEREAS**, the State of Tennessee Department of Labor and Workplace Development, Occupational Safety and Health, has requested Tennessee counties and municipalities update such programs; and

### NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND

**ALDERMEN**, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Bartlett hereby updates the Occupational Safety and Health Program Plan for our employees and amends the plan as follows:

#### Section 1.

Integration of TOSHA/OSHA website links throughout the attached plan to access Recordkeeping Forms and Standard Compliance Information.

#### Section 2.

#### Addition of Section XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health. DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

The former Section XVI will now be Section XVII, but the text remains the same.

The former Appendix II. Organizational Chart has been integrated into Appendix I. Work

Locations (Organizational Chart).

### Section 3.

#### SEVERABILITY

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

**Section 4. 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:  | September 10 2013  |
| Second Reading: | September 24, 2013 |
| Third Reading:  | October 8, 2013    |

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

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

ATTEST: \_\_\_\_\_  
Stefanie McGee  
City Clerk

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM FOR THE  
EMPLOYEES OF THE CITY OF BARTLETT**

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## I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the **City of Bartlett**.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The **City of Bartlett** in electing to update and maintain an effective occupational safety and health program plan for its employees shall,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine program effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the occupational and health program.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this program, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

## II. DEFINITIONS

For the purposes of this program plan, the following definitions apply:

- a. COMMISSIONER OF LABOR AND WORKFORCE DEVELOPMENT means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the **City of Bartlett** and includes each administrative department, board, commission, division, or other agency of the **City of Bartlett**.
- c. DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or DIRECTOR means the person designated by the establishing Ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the occupational safety and health program for the employees of the **City of Bartlett**.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department,

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- board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as volunteers provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
  - g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
  - h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
  - i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
  - j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
  - k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
    1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
    2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSHAct shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, Mayor, City Manager, General Manager, etc., as may be applicable.

### III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from any unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary

- to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this program and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSHAct or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this program may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this program, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this program.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this program shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object



thereto on religious grounds, except where such is necessary for the protection of the health or safety of others, or when a medical examination may be reasonably required for performance of a specific job.

- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Director as soon as possible, but not later than two (2) hours after their occurrence.

## V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
  - 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this program.
  - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Director.
  - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this program.
  - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this program.
  - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
  - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
  - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
  - 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
  - 9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this occupational safety and health program within their respective areas.
  - 1. The administrative or operational head shall follow the directions of the Director on all issues involving occupational safety and health of employees as set forth in this plan.
  - 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Director within the abatement period.
  - 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
  - 4. The administrative or operational head shall investigate all occupational accidents, injuries, or

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illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

## **VI. STANDARDS AUTHORIZED**

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 or which may, in the future, be developed and promulgated. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

## **VII. VARIANCE PROCEDURE**

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer
    - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.



- ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
  - iii. Has an effective Program Plan for coming into compliance with the standard as quickly as possible.
- 2. The employee is engaged in an experimental program as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

## **VIII. RECORDKEEPING AND REPORTING**

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to [www.osha.gov](http://www.osha.gov) and click on Recordkeeping Forms located on the home page.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

## **IX. EMPLOYEE COMPLAINT PROCEDURE**

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

#### **X. EDUCATION AND TRAINING**

- a. Safety Director and/or Compliance Inspector(s):
  - 1. Arrangements will be made for the Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
  - 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

- b. All Employees (including Managers and Supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

- 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury (such as falls, electrocution, crushing injuries (e.g., trench cave-ins), and being struck by material or equipment).
- 2. Instruct employees who are required to handle poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the potential hazards, proper handling procedures, personal protective measures, personal hygiene, etc., which may be required.
- 3. Instruct employees who may be exposed to environments where harmful plants or animals are present of the hazards of the environment, how to best avoid injury or exposure, and the



first aid procedures to be followed in the event of injury or exposure.

4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck By/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
  - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4') in depth such as pits, tubs, vaults, and vessels.
  - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
  - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## **XI. GENERAL INSPECTION PROCEDURES**

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this program, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
  1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.

- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create a misleading impression of conditions in an establishment.
  - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
  - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
  - 2. Records are made of the inspections and of any discrepancies found and are forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Said inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## **XII. IMMINENT DANGER PROCEDURES**

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
  - 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
  - 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
  - 5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.



6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.

b. Refusal to Abate.

1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and/or Chief Executive Officer immediately.
2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

### **XIII. ABATEMENT ORDERS AND HEARINGS**

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
  1. Issue an abatement order to the head of the worksite.
  2. Post, or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  1. The standard, rule, or regulation which was found to violated.
  2. A description of the nature and location of the violation.
  3. A description of what is required to abate or correct the violation.
  4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

### **XIV. PENALTIES**

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this program.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:

1. Oral reprimand
2. Written reprimand
3. Suspension for three (3) or more working days
4. Termination of employment

#### **XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION**

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (Ordinance, or executive order) enabling this Occupational Safety and Health Program which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this program or when relevant in any proceeding under this program. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

#### **XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS**

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health. DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

#### **XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED**

- a. Compliance with any other law, statute, Ordinance, or executive order, as applicable, which regulates safety and health in employment and places of employment shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, Ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, Ordinance, or executive order, as applicable, is specifically repealed.

---

Signature: Safety Director, Occupational Safety and Health and Date

# OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN - APPENDIX 1

## ORGANIZATIONAL CHART

| Department                            | Address                   | Phone        | Number of Employees | Notes                                                                         |
|---------------------------------------|---------------------------|--------------|---------------------|-------------------------------------------------------------------------------|
| City Hall                             | 6400 Stage Road           | 901-385-6400 | 42                  | Includes Mayor's Office, Finance, Personnel, City Clerk and Legislative Board |
| Fire Department Admn                  | 2939 Altruria             | 901-385-5536 | 7                   | Administrative Offices<br>Fire Chief Terry Wiggins                            |
| Fire Station 1                        | 2939 Altruria             | 901-385-3323 | 24                  |                                                                               |
| Fire Station 2                        | 5996 Memphis-Arlington    | 901-385-5546 | 12                  |                                                                               |
| Fire Station 3                        | 7855 Memphis-Arlington    | 901-385-6414 | 18                  |                                                                               |
| Fire Station 4                        | 6875 Old Brownsville Road | 901-385-6445 | 18                  |                                                                               |
| Fire Station 5                        | 3725 Brunswick Road       | 901-382-2626 | 18                  |                                                                               |
| City Court                            | 3730 Appling Road         | 901-385-5580 | 11                  | Includes judges and prosecutors<br>Bill Lloyd - Court Clerk                   |
| Parks and Recreation<br>Adminstration | 5868 Stage Road           | 901-385-5590 | 3                   | Administrative Offices<br>David Thompson - Director                           |
| Senior Center                         | 5727 Woodlawn             | 901-6439     | 4                   | Candace Ward - Facility Manager                                               |
| Singleton Community<br>Center         | 7266 Third Road           | 901-385-5593 | 56                  | Shan Criswell - Facility Manger                                               |
| Parks & Recreation<br>Athletics       | 7266 Third Road           | 901-385-5592 | 63                  | Keith Richardson - Division Manager                                           |
| Bartlett Recreation Center            | 7700 Flaherty Place       | 901-385-6470 | 67                  | Tawney Walker - Facility Manger                                               |



# OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN - APPENDIX 1

## ORGANIZATIONAL CHART

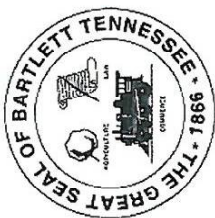
| Department                          | Address                 | Phone        | Number of Employees | Notes                                               |
|-------------------------------------|-------------------------|--------------|---------------------|-----------------------------------------------------|
| Parks Maintenance Shop              | 3179 N. Germantown Road | 901-385-5582 | 16                  | Edward (Bo) Maharrey - Division Manager             |
| Performing Arts & Conference Center | 3663 Appling Road       | 901-385-6440 | 7                   | Ron Jewell - Director                               |
| Public Works                        | 3585 Altruria Road      | 901-385-5570 | 5                   | Administrative Offices<br>Bill Yearwood - Director  |
| Fleet Services Shop                 | 3583 Altruria Road      | 901-385-5571 | 9                   | Steve Massey - Division Manager                     |
| General Maintenance                 | 3587 Altruria Road      | 901-385-5586 | 14                  | Matt Crenshaw - Division Manager                    |
| General Services                    | 3585 Altruria Road      | 901-385-5570 | 3                   | Don Werling - Division Manager                      |
| Sign Maintenance                    | 3587 Altruria Road      | 901-385-5586 | 2                   | Christopher Stafford - Sign Tech.                   |
| Water/Waste Water maintenance       | 3587 Altruria Road      | 901-385-5586 | 21                  | Matt Crenshaw - Division Manager                    |
| Grounds Maintenance                 | 7662 Highway 70         | 901-385-6489 | 13                  | Aaron Davidson - Division Manager                   |
| Animal Shelter                      | 5220 Shelter Run Lane   | 901-385-6484 | 9                   | Angela Klein - Division Manager                     |
| Solid Waste                         | 5250 Shelter Run Lane   | 901-385-6486 | 40                  | Ronnie Caldwell - Division Manager                  |
| Bartlett Station Municipal Center   | 5868 Stage Road         | 901-380-4771 | 14                  | Cynthia Black - Facility Manager                    |
| Engineering                         | 6382 Stage Road         | 901-385-6499 | 10                  | Administrative Office<br>Rick McClanahan - Director |



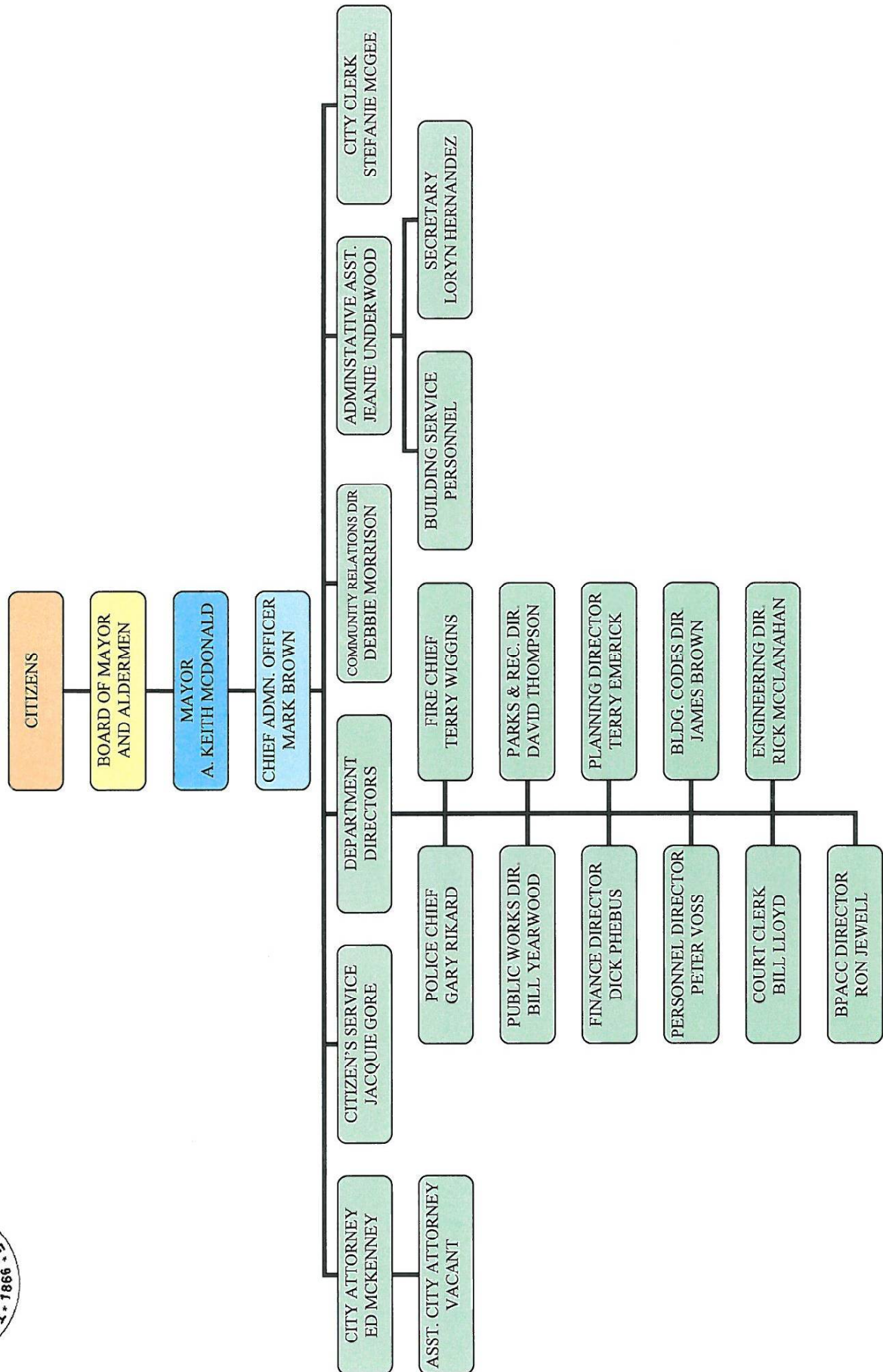
# OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN - APPENDIX 1

## ORGANIZATIONAL CHART

| Department                 | Address                 | Phone         | Number of Employees | Notes                                                      |
|----------------------------|-------------------------|---------------|---------------------|------------------------------------------------------------|
| Water Plant 1              | 3585 Altruria Road      | 901-385-5570  | 0                   |                                                            |
| Water Plant 2              | 5727 Woodlawn           | None          | 0                   |                                                            |
| Water Plant 3              | 3183 N. Germantown Road | 901-385-6406  | 4                   | Greg Engstrund - Manager Water Treatment                   |
| Water Plant 4              | 4751 Ardie Road         | None          | 2                   |                                                            |
| Wastewater Treatment Plant | 5258 Shelter Run Lane   | 901-385-6450  | 2                   | Larry Gamblin - Manager Sewer Treatment                    |
| Police                     | 3730 Appling Road       | 901-385-5500  | 138                 | Administrative, Jail, Dispatch<br>Police Chief Gary Rikard |
| Police West Precinct       | 5868 Stage Road         | 901-385-5510  | 27                  | Crossing Guards, Public Information,<br>Narcotics          |
| Code Enforcement           | 6382 Stage Road         | 901-385-6425  | 10                  | Jim Brown - Director                                       |
| Planning                   | 6382 Stage Road         | 901-385-6417  | 3                   | Terry Emerick - Director                                   |
| Citizens Services          | 6382 Stage Road         | 901-385-6429  | 1                   | Jaquie Gore - Director                                     |
| Community Relations        | 5868 Stage Road         | 901-385-5589  | 1                   | Debbie Morrison - Director                                 |
|                            |                         | <b>TOTAL:</b> | <b>694</b>          |                                                            |



# CITY OF BARTLETT ORGANIZATION CHART JULY 1, 2013



## OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

### APPENDIX - II NOTICE TO ALL EMPLOYEES

#### NOTICE TO ALL EMPLOYEES OF THE CITY OF BARTLETT

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this program which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or Chief Administrative Officer.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Safety Director and Chief Administrative Officer for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the **City of Bartlett** is available for inspection by any employee at the Personnel Office during regular office hours.

\_\_\_\_\_  
Signature: MAYOR AND DATE

## OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

## APPENDIX - III PROGRAM PLAN BUDGET

## STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the City of Bartlett Tennessee has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

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Mayor and Date

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

### APPENDIX - IV ACCIDENT REPORTING PROCEDURES

Note: All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported by phone to the Commissioner of Labor and Workforce Development within eight (8) hours.

There are six important steps required by the OSHA recordkeeping system:

1. Obtain a report on every injury/illness requiring medical treatment (other than first aid).
2. Record each injury/illness on the OSHA Form No. 300 according to the instructions provided.
3. Prepare a supplementary record of occupational injuries and illnesses for recordable cases either on OSHA Form No. 301 or on worker's compensation reports giving the same information.
4. Every year, prepare the annual summary (OSHA Form No. 300A); post it no later than February 1, and keep it posted until April 30.
5. Retain these records for at least 5 years.
6. Complete the Survey of Occupational Injuries/Illness and mail it to Labor Research and Statistics, when requested.

Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours, after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

Since a Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all supervisors will submit a City of Bartlett Accident/Injury Investigation Report to the Safety Director and will provide one (1) copy of the written report to the record keeper. This report shall include the following information as a minimum:

1. Accident location, if different from employers mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**DEFEATED**

### ORDINANCE (ID # 1070)

Meeting: 09/10/13 07:00 PM

Department: Legal

Category: Amendment

Prepared By: Stefanie McGee

Initiator: Ed McKenney

Sponsors: Alderman Paula Sedgwick

DOC ID: 1070

## Ordinance 13-14, an ordinance adding a new section to Title 8, Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett, Tennessee to allow the issuance of special event beer permits.

**WHEREAS** the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desires to amend Title 8, Chapter 3, Beer, of the codified ordinances of the City of Bartlett and add a new section to allow the issuance of special event beer permits.

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

**Section 1.** Title 8, Chapter 3, Beer, of the codified ordinances of the City of Bartlett, Tennessee, is hereby amended by adding a new section to read as follows:

### **8-316. Issuance of special event beer permits.**

- (1) The Beer Board is authorized to issue a special event beer permit to a bona fide charitable, nonprofit or political organization for a special event upon the same conditions governing other beer permits.
- (2) The special event beer permit shall not be issued for longer than a forty-eight (48) hour period, subject to the limitations on the hours of sale imposed by this chapter. Written notice of the time and place of each intended use shall be given to the Director of Finance at least five (5) business days before the event.
- (3) Special event permits to a bona fide charitable, nonprofit or political organization shall be limited to two (2) events per organization in any twelve-month period.
- (4) The application for the special event beer permit shall state whether the applicant is a charitable, nonprofit or political organization, include documents showing evidence of the type of organization, and state the location of the premise upon which the alcoholic beverages shall be served and the purpose for the request of the permit.
- (5) For purposes of this section:
 

“Bona fide charitable or nonprofit organization” means any corporation or other legal entity which has been recognized as exempt from federal taxes under Section 501(c) of the Internal Revenue Code.

“Bona fide political organization” means any political campaign committee as defined in Tennessee Code Annotated, Section 2-10-101(a) or any political party as defined in

Tennessee Code Annotated, Section 2-13-101.

- (6) No charitable, nonprofit or political organization possessing a special event beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (7) A special event beer permit shall not allow the sale, distribution, storage or manufacture of beer on publicly owned property.
- (8). Failure of the special event permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the City of Bartlett will result in the denial of a special event beer permit to such organization for the sale of beer for a period of two (2) years.

**Section 2. 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 3. 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: September 10, 2013  
 Second Reading: September 24, 2013  
 Third Reading: October 8, 2013

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

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

ATTEST: \_\_\_\_\_  
 Stefanie McGee  
 City Clerk

**RESULT: FAILED DUE TO LACK OF A SECOND**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### ORDINANCE (ID # 1071)

Meeting: 09/24/13 07:00 PM  
Department: Personnel  
Category: Amendment  
Prepared By: Stefanie McGee  
Initiator: Peter Voss  
Sponsors:  
DOC ID: 1071

## Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions.

**WHEREAS,** the City of Bartlett established an Occupational Safety and Health Program for its employees via Ordinance in 1974 and updated in 2003; and

**WHEREAS,** the State of Tennessee Department of Labor and Workplace Development, Occupational Safety and Health, has requested Tennessee counties and municipalities update such programs; and

### NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND

**ALDERMEN,** in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Bartlett hereby updates the Occupational Safety and Health Program Plan for our employees and amends the plan as follows:

#### Section 1.

Integration of TOSHA/OSHA website links throughout the attached plan to access Recordkeeping Forms and Standard Compliance Information.

#### Section 2.

#### Addition of Section XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health. DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

The former Section XVI will now be Section XVII, but the text remains the same.

The former Appendix II. Organizational Chart has been integrated into Appendix I. Work



Locations (Organizational Chart).

### Section 3.

#### SEVERABILITY

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

**Section 4. 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: September 10 2013  
 Second Reading: September 24, 2013  
 Third Reading: October 8, 2013

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

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

ATTEST: \_\_\_\_\_  
 Stefanie McGee  
 City Clerk

#### HISTORY:

09/10/13 Board of Mayor and Aldermen APPROVED ON FIRST READING  
 Next: 09/24/13

Mr. Voss stated that Tennessee's Occupational Safety and Health Administration (OSHA) requested that the included changes by made to the City's OSHA program.

**RESULT:** APPROVED ON SECOND READING [UNANIMOUS]  
**MOVER:** Emily Elliott, Alderman  
**SECONDER:** Jack Young, Vice Mayor  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED****AGENDA ITEM**

Meeting: 09/24/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

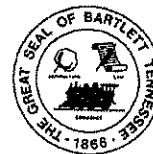
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**Special Event for Bartlett Station Music Festival.**

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**RESULT:        APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:**        Jack Young, Vice Mayor**SECONDER:**    Paula Sedgwick, Alderman**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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

Davis Industrial Park: 5792 Ferguson Rd. 38134  
 Address Zip Code  
Saturday October 19<sup>th</sup> 2013 - 12-9pm  
 Dates of the Event Hours of the Event  
Bartlett Station Music Festival  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Property Owner  
BS Commission - Melissa Riko 3037 Guilley St  
Special Event Permit Applicant 38134  
Address of Applicant  
901-649-2929  
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee  
\$4.00 Permit Issuing Fee  
No Fee Total

Bartlett Station Commission Melissa Bacci 8/20/2013  
Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: Bartlett Station Music Festival

Location: \_\_\_\_\_

Dates: Saturday October 19<sup>th</sup>, 2013

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.



## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | ✓                        |    |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a <b>commercial or industrial zoning district</b> , except that <b>non-profit organizations may conduct special events on any property where the owner has granted permission.</b>                                                                                                                               |          |
| 2 |                          | ✓  |     | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          | ✓  |     | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          |    | ✓   | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | ✓  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          | ✓  |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          | ✓  |     | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

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

|    | Sub-<br>mitted<br>✓ or X | OK | N/A           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments                 |
|----|--------------------------|----|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 12 |                          | ✓  |               | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |                          |
| 13 |                          | ✓  |               | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      | Bartlett<br>Police Dept. |
| 14 | ✓                        |    | <del>OK</del> | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |

→ see attached photo showing that 1 lane of Ferguson will need to be blocked.

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments                                                                     |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 15 |                          | ✓  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> | <p>Bartlett<br/>Fire Dept.<br/>will be<br/>notified<br/>of the<br/>event</p> |
| 16 | ✓                        |    |     | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>see map</p>                                                               |
| 17 |                          | ✓  |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                              |
| 18 |                          | ✓  |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                              |



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

## Conditions

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

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

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### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | ✓                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | ✓                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 | ✓                        |    |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 | ✓                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | ✓                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 | ✓                        |    |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 |                          |    | ✓   | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          |    | ✓   | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          |    | ✓   | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          | ✓  |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

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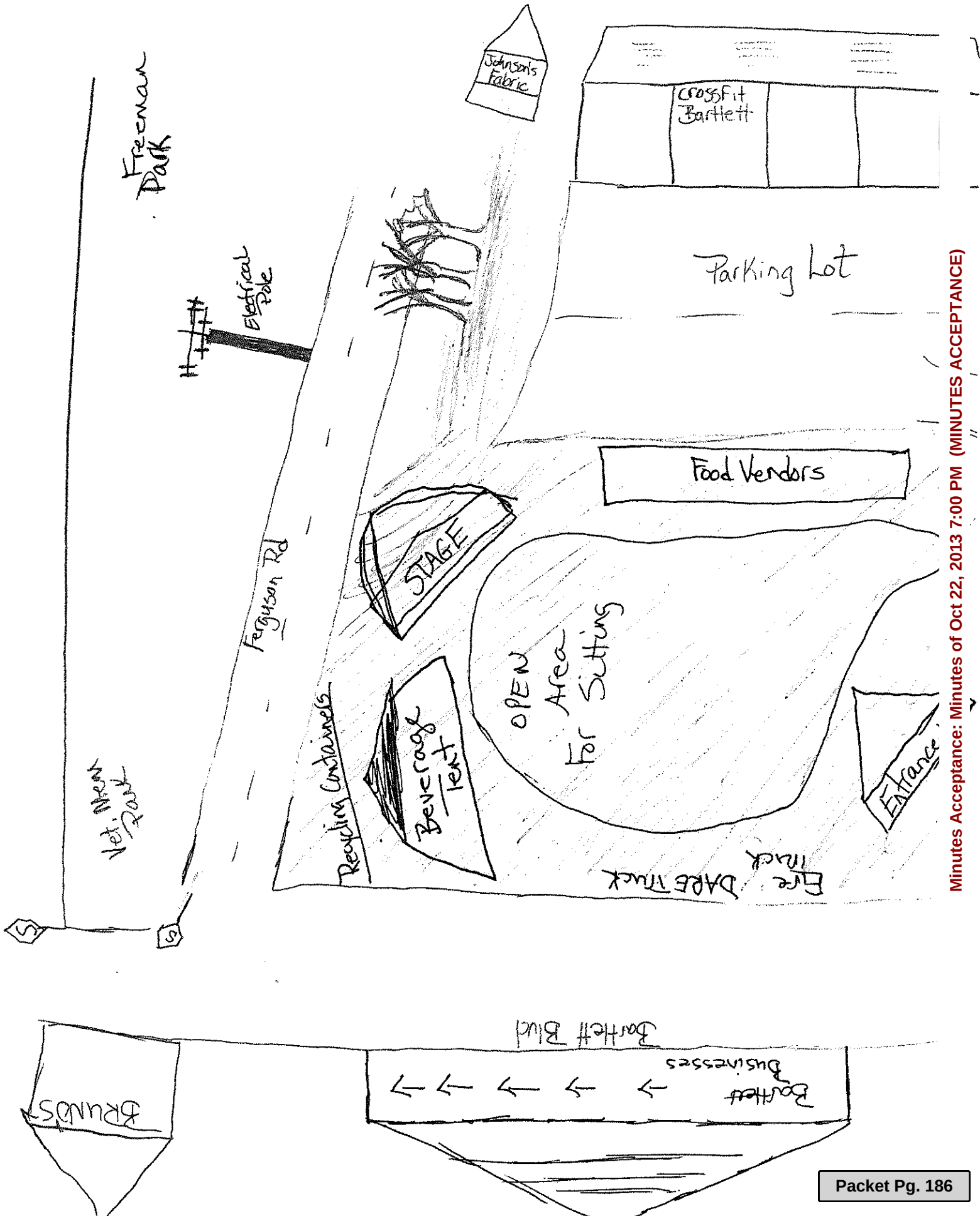
### Special event permit - authorization by Permitting Official

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

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

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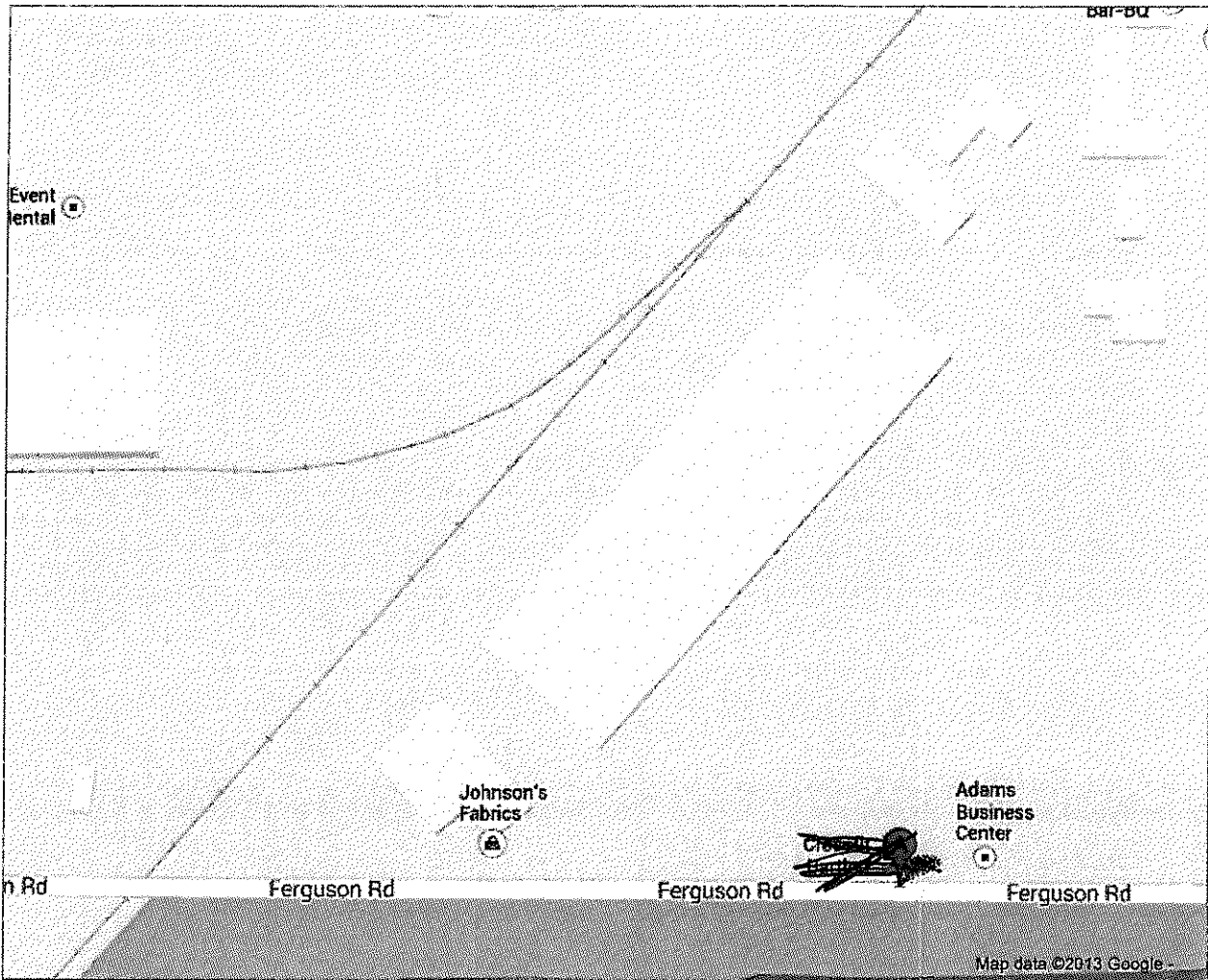




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To see all the details that are visible on the screen, use the "Print" link next to the map.

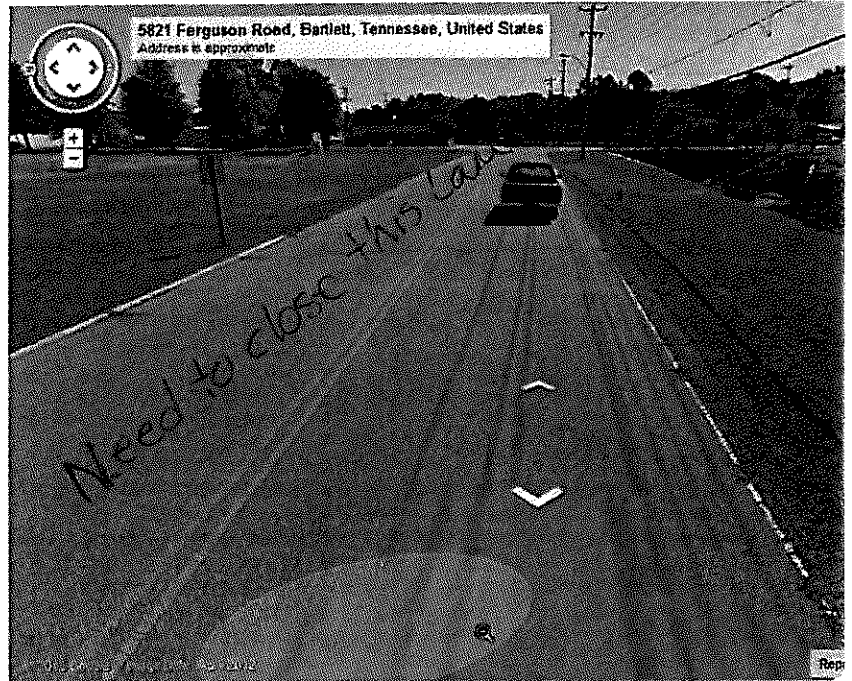


Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

We will need to limit traffic to 1 lane on the day of Event.

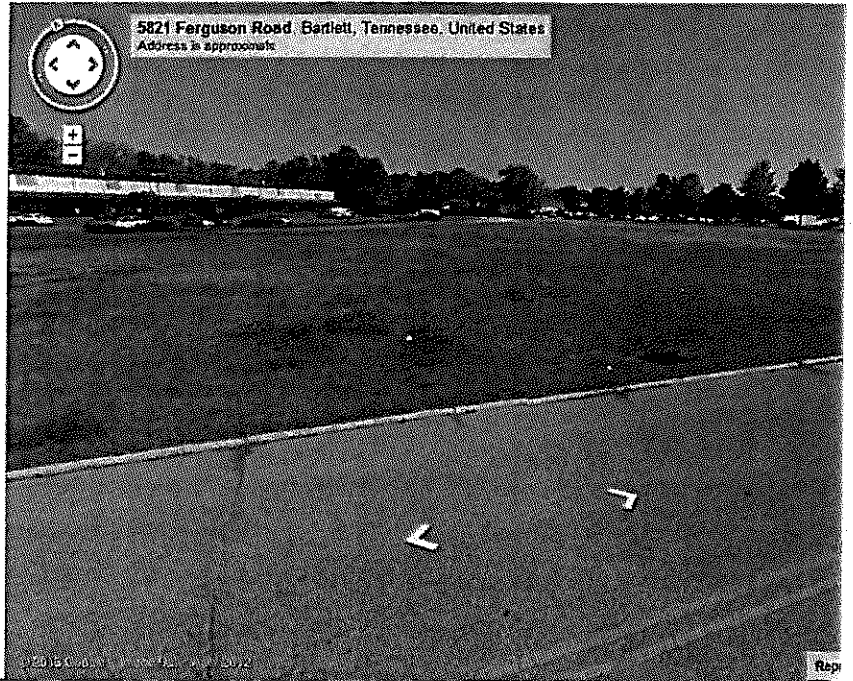


Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

Grassy Area to host  
Music Festival



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



**The City Of Bartlett and Bartlett Station Present:  
1<sup>st</sup> Annual Bartlett Station Music Festival 2013  
October 19, 2013 11am - 9pm**

## **SPONSORSHIP LEVELS**

### **KEY SPONSOR - \$1,500 (2 available)**

MC will announce on multiple occasions your company's name and contact information. Free standing banner with your company name and logo (size has not been determined yet.). Your business name will appear in social media, promotional material and printed material. This sponsorship will also have first right of refusal for Key Sponsorship next year.

### **BAND STAGE SPONSOR - \$750 (5 available)**

You will be able to advertise during the time a particular band is playing on stage. Your business name will appear in social media, promotional material and printed material.

### **BEVERAGE TENT SPONSOR - \$500 (5 available)**

You will be able to place advertising information under the beer tent  
Your business name will appear in social media, promotional material and printed material.

### **BARTLETT BUSINESS SPONSOR - \$250 (10 available)**

This is for local Bartlett business. Your business name will appear in social media, promotional material and printed material.

**BARTLETT STATION BUSINESSES WILL NOT PAY  
ANYTHING FOR THIS EVENT. THEY WILL OFFER THEIR  
OWN "SPECIALS" DURING THE ENTIRE EVENT.**

# **Proposal for Security Bartlett Station Music Festival Kenny McHaney**

**Date of Event:** Saturday, October 19, 2013  
**Time of Event:** 11:00 am to 9:00 pm

**Details of Services:** 5 Men will provide the following:

- Check photo ID's
- Place wristbands on of age individuals
- Prohibit anyone from entering concession area without a wristband
- Alert the Bartlett Police Department if needed
- No citizen will be touched or manhandled unless contact is made with the security personnel
- Alerting the law enforcement relieves any liability from security personnel and / or organization that is representing this event.

## **Compensation:**

Each security personnel is to be compensated at \$13 / hour not to exceed 9 hours

**TOTAL ESTIMATED COMPENSATION:** \$715.00

To be paid in cash at the end of the event.

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## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

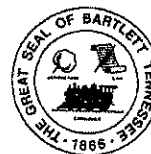
### AGENDA ITEM

Meeting: 09/24/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for Bartlett Hills Baptist Church Arts & Crafts Festival.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:** Jack Young, Vice Mayor  
**SECONDER:** Paula Sedgwick, Alderman  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## APPLICATION FOR SPECIAL EVENT

OFFICE OF  
BARTLETT CODE ENFORCEMENT  
6382 STAGE ROAD  
BARTLETT TN 38134  
901-385-6425

4641 Ellendale 38135  
Address Zip Code  
Oct 18+19 2013 Fri 11-6 Sat 9:00-4:00  
Dates of the Event Hours of the Event  
Public Attraction  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)  
Bartlett Hills Baptist  
Property Owner  
Steve McPherson Some 95 above  
Special Event Permit Applicant Address of Applicant  
(901) 386-9763 (901) 386-5358  
Phone Number Fax Number  
\* To be held inside of church

Check all items that apply:

For information call (901) 385-6425.

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

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

64.00 Total

Steve McPherson  
Responsible Person

9/12/13  
Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Special Event Checklist

Event: Arts & Crafts Festival  
 Location: 4641 Ellendale Rd  
 Dates: Oct 18 + 19 2013

### Type of special event: (Check one.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p><input type="checkbox"/> <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p><input type="checkbox"/> <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p><input checked="" type="checkbox"/> <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. <b>Requires approval by the Board of Mayor and Aldermen.</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section I of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          | ✓  |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a <b>commercial or industrial zoning district</b> , except that <b>non-profit organizations may conduct special events on any property where the owner has granted permission.</b>                                                                                                                               |          |
| 2 |                          |    | ✓   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | ✓   | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          | ✓  |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | ✓  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          | ✓  |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | ✓   | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

|                            | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments              |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
|----------------------------|--------------------------|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|-------------------------------------------------------------------|
| 9                          |                          | ✓  |     | <p><i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table> | Type of Special Event | Duration | Type 1: Noncommercial | 30 days | Type 2: Special Seasonal | 90 days | Type 3: Commercial | 14 days | Type 4: Public Attractions | 14 days | <p><i>Friday:</i><br/>11-6 pm</p> <p><i>Sat:</i><br/>9am-4 pm</p> |
| Type of Special Event      | Duration                 |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
| Type 1: Noncommercial      | 30 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
| Type 2: Special Seasonal   | 90 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
| Type 3: Commercial         | 14 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
| Type 4: Public Attractions | 14 days                  |    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
| 10                         |                          | ✓  |     | <p>In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.</p>                                                                                                                                                                                                                                                                                                                   |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |
| 11                         |                          | ✓  |     | <p><i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.</p>                                                                                                                                                                                                                                                                                                                                             |                       |          |                       |         |                          |         |                    |         |                            |         |                                                                   |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | ✓   | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          |    | ✓   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | ✓   | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | ✓  |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          | ✓  |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

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

## Conditions

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 |                          | ✓  |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 |                          | ✓  |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 |                          |    | ✓   | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 |                          | ✓  |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 |                          | ✓  |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 |                          |    |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 |                          |    |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          |    | ✓   | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          |    | ✓   | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          |    |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



### Special event permit - authorization by Permitting Official

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

# Arts & Crafts Festival

<sup>18</sup> October 19 & 20  
19th  
(901) 386-9763

## Pumpkin Patch Daily



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                               |                                          |                           |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------|
| PRODUCER<br>Lipscomb & Pitts Ins., LLC<br>2670 Union Ave. Ext. Suite 100<br>Memphis, TN 38112<br>901 321-1000 | CONTACT NAME:                            |                           |
|                                                                                                               | PHONE (A/C, No, Ext): 901 321-1000       | FAX (A/C, No): 9013211099 |
| INSURED<br>Bartlett Hills Baptist Church<br>4641 Ellendale Road<br>Memphis, TN 38135                          | E-MAIL ADDRESS:                          |                           |
|                                                                                                               | INSURER(S) AFFORDING COVERAGE            |                           |
|                                                                                                               | INSURER A: Hanover American Ins. Co.     |                           |
|                                                                                                               | INSURER B: The Hanover Insurance Company |                           |
|                                                                                                               | INSURER C: Trumbull Insurance Company    |                           |
|                                                                                                               | INSURER D:                               |                           |
| INSURER E:                                                                                                    |                                          |                           |
| INSURER F:                                                                                                    |                                          |                           |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                       | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                          |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                 |                    | ZZ5953626502  | 04/27/2013              | 04/27/2014              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS |                    | AZ5948730802  | 04/27/2013              | 04/27/2014              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                     |                    | UH5955149602  | 04/27/2013              | 04/27/2014              | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$                                                                                                                                                                      |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below       | N/A                | 20WEGAF1752   | 08/14/2013              | 08/14/2014              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                         |

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

## CERTIFICATE HOLDER

## CANCELLATION

|                                                           |                                                                                                                                                                |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Bartlett<br>6400 Stage Road<br>Bartlett, TN 38134 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                           | AUTHORIZED REPRESENTATIVE<br><i>AH - D</i>                                                                                                                     |

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## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

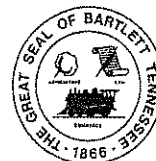
Meeting: 09/24/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for New Hope Christian Church Fallapalooza.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:**        Jack Young, Vice Mayor  
**SECONDER:**   Paula Sedgwick, Alderman  
**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





**APPLICATION FOR SPECIAL EVENT  
OFFICE OF  
BARTLETT CODE ENFORCEMENT  
6462 STAGE ROAD  
BARTLETT TN 38134  
901-385-6425**

3300 Kirby Whitten RD 38134  
Address Zip Code

OCT 20 2013 3p to 6pm  
Dates of the Event Hours of the Event

Fall Festival FALLAPA 1002A  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

New Hope Christian Church  
Property Owner

3300 Kirby Whitten  
Special Event Permit Applicant Address of Applicant

386-0211 382-0257  
Phone Number Fax Number

Check all items that apply:

OK To City of Bartlett  
For information call (901) 385-6425.

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

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

Robert Leoker 9-12-13  
Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: FALLAPALOOZA Fall Festival

Location: 3300 Kirby Whitten Rd

Dates: OCT 20, 2013

Type of special event: (Check one.)

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

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

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

X

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments                       |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1 |                          | ✓  |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.                                                                                                                                              | <i>Held on church property</i> |
| 2 |                          |    | ✓   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |                                |
| 3 |                          |    | ✓   | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |                                |
| 4 |                          |    | ✓   | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |                                |
| 5 |                          |    | ✓   | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |                                |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |                                |
| 7 |                          |    | ✓   | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |                                |
| 8 |                          | ✓  |     | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |                                |

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



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | ✓   | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          |    | ✓   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |

|    | Sub-<br>mitted<br>✓ or X | OK                                             | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|------------------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓<br><br>✓<br><br>✓<br><br>✓<br><br>✓<br><br>✓ |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          | ✓                                              |     | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | ✓                                              |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          | ✓                                              |     | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

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

## Conditions

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

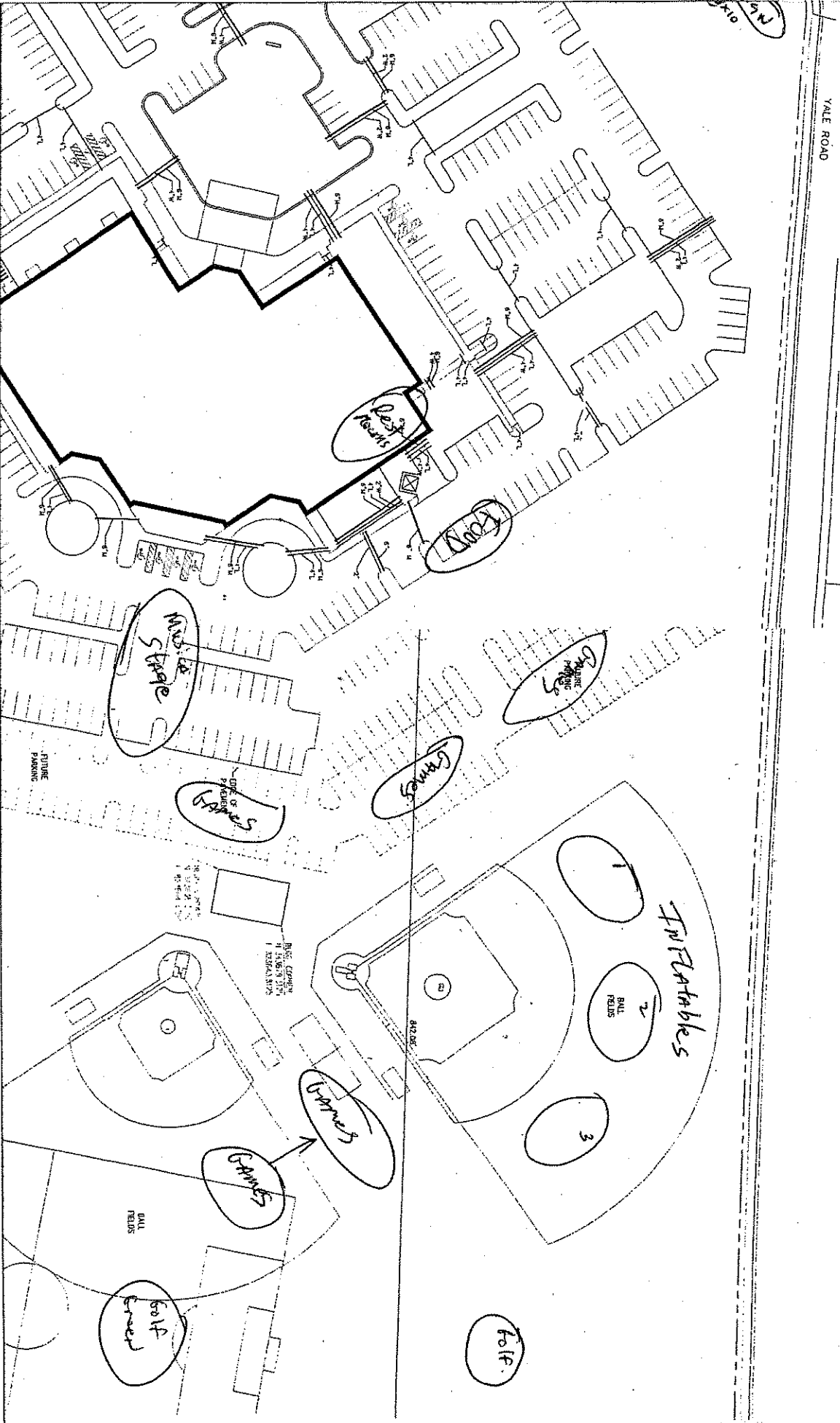
|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 |                          | ✓  |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 |                          | ✓  |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 |                          | ✓  |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 |                          | ✓  |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 |                          | ✓  |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 |                          | ✓  |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 |                          | ✓  |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          | ✓  |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          |    | ✓   | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          | ✓  |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

### Special event permit - authorization by Permitting Official

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

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

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PRODUCER 901.374.9220 FAX 901.374.9884

Harwell Green Insurance Services

800 Ridge Lake Blvd.

Suite 303

Memphis, TN 38120

INSURED New Hope Christian Church

3300 Kirby Whitten Parkway

Bartlett, TN 38134

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

5.1

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

INSURER B: Hartford

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR ADD'L TR INSRD | TYPE OF INSURANCE                                                                              | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS                                                                                 |
|---------------------|------------------------------------------------------------------------------------------------|---------------|------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------|
| A                   | GENERAL LIABILITY                                                                              | PHPK1038434   | 06/19/2013                         | 06/19/2014                          | EACH OCCURRENCE \$ 1,000.00                                                            |
|                     | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |               |                                    |                                     | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.00                                    |
|                     | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                 |               |                                    |                                     | MED EXP (Any one person) \$ 5.00                                                       |
|                     |                                                                                                |               |                                    |                                     | PERSONAL & ADV INJURY \$ 1,000.00                                                      |
|                     |                                                                                                |               |                                    |                                     | GENERAL AGGREGATE \$ 2,000.00                                                          |
|                     |                                                                                                |               |                                    |                                     | PRODUCTS - COMP/OP AGG \$ 2,000.00                                                     |
| A                   | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             | PHPK1038434   | 06/19/2013                         | 06/19/2014                          |                                                                                        |
|                     | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                    |                                     |                                                                                        |
|                     | AUTOMOBILE LIABILITY                                                                           |               |                                    |                                     | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00                                        |
|                     | <input checked="" type="checkbox"/> ANY AUTO                                                   |               |                                    |                                     | BODILY INJURY (Per person) \$                                                          |
|                     | <input type="checkbox"/> ALL OWNED AUTOS                                                       |               |                                    |                                     | BODILY INJURY (Per accident) \$                                                        |
|                     | <input type="checkbox"/> SCHEDULED AUTOS                                                       |               |                                    |                                     | PROPERTY DAMAGE (Per accident) \$                                                      |
| A                   | <input type="checkbox"/> HIRED AUTOS                                                           | PHUB425260    | 06/19/2013                         | 06/19/2014                          |                                                                                        |
|                     | <input type="checkbox"/> NON-OWNED AUTOS                                                       |               |                                    |                                     |                                                                                        |
|                     | GARAGE LIABILITY                                                                               |               |                                    |                                     | AUTO ONLY - EA ACCIDENT \$                                                             |
|                     | <input type="checkbox"/> ANY AUTO                                                              |               |                                    |                                     | OTHER THAN EA ACC \$                                                                   |
|                     |                                                                                                |               |                                    |                                     | AUTO ONLY: AGG \$                                                                      |
|                     | EXCESS / UMBRELLA LIABILITY                                                                    |               |                                    |                                     | EACH OCCURRENCE \$ 1,000.00                                                            |
| A                   | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                 | 20WECRT5856   | 03/07/2013                         | 03/07/2014                          | AGGREGATE \$ 1,000.00                                                                  |
|                     | <input type="checkbox"/> DEDUCTIBLE                                                            |               |                                    |                                     | \$                                                                                     |
|                     | RETENTION \$                                                                                   |               |                                    |                                     | \$                                                                                     |
|                     |                                                                                                |               |                                    |                                     | \$                                                                                     |
|                     |                                                                                                |               |                                    |                                     | \$                                                                                     |
|                     |                                                                                                |               |                                    |                                     | \$                                                                                     |
| B                   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  | 20WECRT5856   | 03/07/2013                         | 03/07/2014                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|                     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |               |                                    |                                     | E.L. EACH ACCIDENT \$ 500.00                                                           |
|                     | If yes, describe under SPECIAL PROVISIONS below                                                |               |                                    |                                     | E.L. DISEASE - EA EMPLOYEE \$ 500.00                                                   |
|                     |                                                                                                |               |                                    |                                     | E.L. DISEASE - POLICY LIMIT \$ 500.00                                                  |
|                     | OTHER                                                                                          |               |                                    |                                     |                                                                                        |
|                     |                                                                                                |               |                                    |                                     |                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

City of Bartlett

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charlene Shields

ACORD 25 (2009/01)

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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## e of Business Coverages for General Liability

| Coverage               | Limits    | Ded/Ded Type | Rate | Premium | Factor |
|------------------------|-----------|--------------|------|---------|--------|
| General Aggregate      | 2,000,000 |              |      |         |        |
| Products/Completed Ops | 2,000,000 |              |      |         |        |
| Regate                 |           |              |      |         |        |
| Social & Advertising   | 1,000,000 |              |      |         |        |
| Ury                    |           |              |      |         |        |
| h Occurrence           | 1,000,000 |              |      |         |        |
| e Damage               | 100,000   |              |      |         |        |
| ical Expense           | 5,000     |              |      |         |        |

An afternoon of family fun!

# Fallapalooza

**3-6PM  
SUNDAY  
OCT. 20**

**\$5** Admission for the entire family

**WIN A  
NEW CAR!**

\*Admission does not include the Hole-in-One Challenge

**FOOD, GAMES, PRIZES, CANDY,  
CLIMBING WALL, INFLATABLES, & FUN!**

3' X 10'



# COLD INFLATABLES

DATE: \_\_\_\_\_

THE MATERIAL USED  
IN THIS INFLATABLE  
IS FIRE RETARDANT

MEETING:

NFPA 701-1989

LARGE SCALE TEST

AND

NFPA 1999



**IN THIS INFLATABLE  
IS FIRE RETARDANT**

**MEETING:  
NFPA 701-1989  
LARGE SCALE TEST  
- AND -  
NFPA 1999  
TEST 1 AND TEST 2**

# Certificate of Flame Resistance



REGISTERED FABRIC  
OR  
CONCERN NUMBER

P-57101

ISSUED BY

DIVISION OF TVF INC  
401 WEST CARMEL DRIVE  
CARMEL IN 46032

Date treated or  
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR - JINGO JUMP

CITY - GLENDALE

ADDRESS -

1819 DANA STREET UNIT 2

STATE -

CALIFORNIA 91201

Certification is hereby made that: (Check "a" or "b")

- (a) ☐ The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used \_\_\_\_\_

Chem. Reg. No. \_\_\_\_\_

Method of application \_\_\_\_\_

- (b) ☒ The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used - VCD-18RL - FR Reg. No. F-57101

The Flame Retardant Process Used - Will Not Be Removed By Washing

*Bob Burns*

Name of Applicator or Production Superintendent

By

BOB BURNS

VP OF SALES

Name

Title

FR-3



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

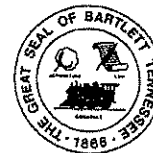
Meeting: 09/24/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for Candy Buy Back for Bartlett Pediatric Dentistry.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:** Jack Young, Vice Mayor  
**SECONDER:** Paula Sedgwick, Alderman  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





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

3071 Kirby Whitten Rd 38134  
Address Zip Code

October 15 - November 15<sup>th</sup>  
Dates of the Event Hours of the Event

Fund Raiser Special Event / Candy Buy Back  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Tim Bakelaar (No outdoor Activity - Banner Only)  
Property Owner

Tim Bakelaar 147 South Rye Rd Memphis TN 38117  
Special Event Permit Applicant Address of Applicant

901-382-1564 - (Angie Franceschini)  
Phone Number Fax Number

Bartlett Pediatric Dentistry

Check all items that apply:

For information call (901) 385-6425.

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

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

[Signature] 9/17/13  
Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Special Event Checklist

Event: Candy Buy Back  
 Location: 3071 Kirby Whitten Rd  
 Dates: Oct 15 - Nov 15<sup>th</sup>

### Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          |    | ✓   | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.                                                                                                                                              |          |
| 2 |                          |    | ✓   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | ✓   | <i>Type 3</i> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          |    | ✓   | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | ✓  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          | ✓  |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          | ✓  |     | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

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

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    |     | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          |    |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          |    |     | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          |    |     | <ul style="list-style-type: none"> <li>• <i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.               <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> </li> </ul> |          |
| 16 |                          |    |     | <ul style="list-style-type: none"> <li>✓ <i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
| 17 |                          |    |     | <ul style="list-style-type: none"> <li>✓ <i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |
| 18 |                          |    |     | <ul style="list-style-type: none"> <li>✓ <i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |

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

## Conditions

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

|    | Required<br>✓ or X | N/A |                                                                                                                                                                                                                                                            | Comments                                        |
|----|--------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 22 |                    |     | Limitations on signs.                                                                                                                                                                                                                                      |                                                 |
| 23 |                    | ✓   | Temporary arrangements for parking and traffic circulation.                                                                                                                                                                                                |                                                 |
| 24 |                    | ✓   | Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.                                                                                                                                          |                                                 |
| 25 |                    | ✓   | Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.                                                                                                                    |                                                 |
| 26 |                    | ✓   | The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval. |                                                 |
| 27 |                    | ✓   | The provision of traffic control or security personnel to ensure the public safety and convenience.                                                                                                                                                        |                                                 |
| 28 |                    | ✓   | Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.                       | Sign will<br>come down<br>Nov. 15 <sup>th</sup> |

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### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments                                                                      |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 29 |                          | ✓  |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                               |
| 30 |                          | ✓  |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |                                                                               |
| 31 |                          |    | ✓   | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        | owner is applicant                                                            |
| 32 |                          | ✓  |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      | Dentist Office                                                                |
| 33 |                          | ✓  |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             | Oct 15 <sup>th</sup> - Nov. 15 <sup>th</sup>                                  |
| 34 |                          | ✓  |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. | Sign hung<br>"Candy Buy Back"<br>Oct 15 <sup>th</sup> - Nov. 15 <sup>th</sup> |
| 35 |                          | ✓  |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    | Sign hung on grass line of Bartlett Pediatric property                        |
| 36 |                          |    | ✓   | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |                                                                               |
| 37 |                          |    | ✓   | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |                                                                               |
| 38 |                          |    | no  | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |                                                                               |

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### Special event permit - authorization by Permitting Official

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

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

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Bartlett Pediatric Dentistry, 3071 Kirby Whitten Rd, Bartlett, TN, requests permission for a special event October 15 through November 15, 2013

The event is a Halloween Candy Buy-Back, a charity event in which children will bring Halloween candy to our offices. We will purchase the candy from the children for \$1 per pound, with a maximum of 10 pounds.

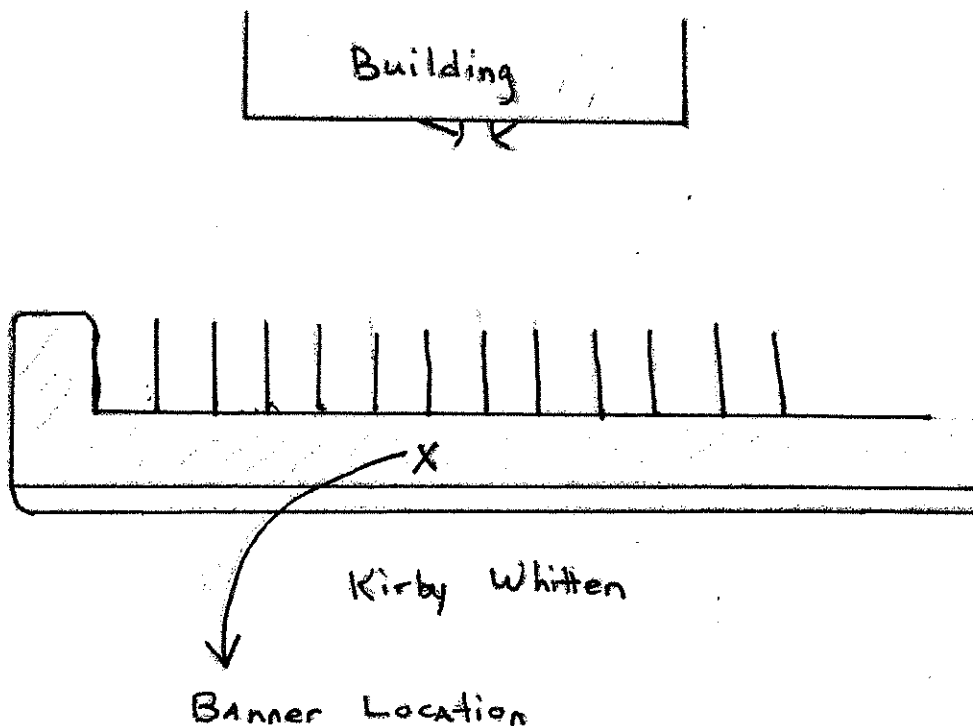
Bartlett Pediatric Dentistry will also make a donation to St. Jude Childrens Research Hospital in the amount of \$1 per pound for the total amount of candy brought in. The candy will be shipped to American soldiers deployed in Iraq and Afganistan.

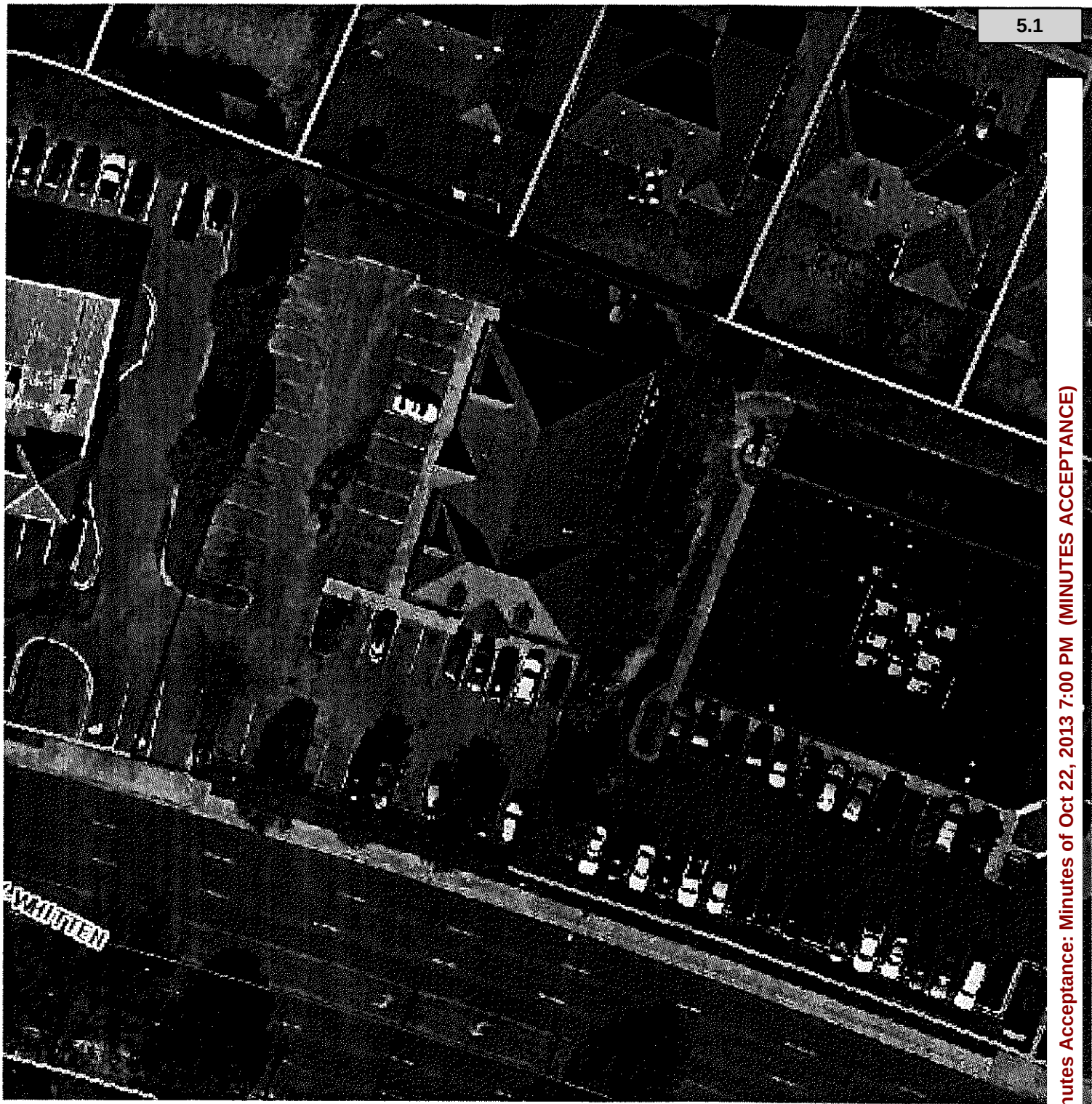
Permission is requested for a double sided yard banner, approximately 2' x 6', to be placed in the front yard of the dental office on Kirby Whitten to announce the event to the public. From time to time a volunteer dressed in Halloween garb may also hold up a sign "We Buy Candy" to attract attention to the event.

Respectfully,

*Jeff I. Williams DDS*

Jeff I. Williams, DDS



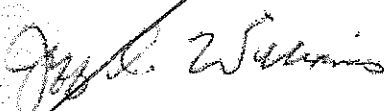


Bartlett Pediatric Dentistry is requesting permission to place temporary banner in the grass strip at street.

Written Re. September

Oct

Sincerely,



Jeff I. Williams  
Property Owner

Banner Design (Approx):

**\$1 PER POUND FOR YOUR HALLOWEEN CANDY**  
**\$\$\$ FOR ST. JUDE**  
**CANDY FOR SOLDIERS**  
**SUPPORT OUR HALLOWEEN CANDY BUY-BACK**  
*Bartlett Pediatric Dentistry*

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## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### ADOPTED

### AGENDA ITEM

Meeting: 09/24/13 07:00 PM  
Department: Finance  
Category: Purchase  
Prepared By: Stefanie McGee  
Department Head: Dick Phebus

## Purchase of laptop and six handheld meter readers.

The Water Utility Department requires the purchase of an ORION Premium Mobile Reading Panasonic Toughbook Laptop and six (6) Trimble Ranger 3 handheld meter readers with Internal ORION CE receiver and charging cradle. The laptop and six new Trimbles will replace existing units that will no longer be serviced under the United Utilities Inc. maintenance agreement due to age. The computer is used for reading 4,127 meters each month; the Trimbles are used by the meter readers to read the remaining 16,000+ meters monthly. The pricing quoted by United Utilities Inc. is only valid with the trade-in of the existing laptop and six Trimbles. The original meters were purchased in October 2008.

Price quotes for the equipment is as follows:

|                                                 |             |
|-------------------------------------------------|-------------|
| ORION Premium Mobile Panasonic Toughbook Laptop | \$ 6,550.00 |
| Trimble Ranger 3 Handheld Meters                | \$35,700.00 |
| Total Equipment                                 | \$42,250.00 |

The equipment maintenance agreement (first year included) is quoted at \$495 per Trimble per year for an annual maintenance agreement of \$2,970.00. Equipment will be purchased from 510.51300.939; funds are available in 510.51100.262 for maintenance agreement.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:**        Jack Young, Vice Mayor  
**SECONDER:**   Paula Sedgwick, Alderman  
**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

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## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### ADOPTED

### AGENDA ITEM

Meeting: 09/24/13 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

## Appoint Britt Linder to Parks and Recreation Advisory Board.

Britt Linder will complete Cleve Joyner's term. The term will expire December 31, 2014.

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### RESOLUTION 23-13

Meeting: 09/24/13 07:00 PM

Department: Finance

Category: Bond

Prepared By: Stefanie McGee

Initiator: Dick Phebus

Sponsors:

DOC ID: 1084

**Resolution number 22-13, a resolution authorizing the issuance of not to exceed four million nine hundred twenty-five thousand dollars (\$4,925,000) in aggregate principal amount of general obligation refunding and improvement bonds of the City of Bartlett, Tennessee; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.**

**WHEREAS**, the City of Bartlett, Tennessee (the "Municipality") is duly incorporated pursuant to Chapter 55 of the 1993 Private Acts of the State of Tennessee, as amended; and

**WHEREAS**, pursuant to authority granted by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, the Municipality has issued its outstanding, to the extent outstanding, General Obligation Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing September 1, 2014 through September 1, 2018, inclusive (the "Outstanding Bonds"); and

**WHEREAS**, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said municipalities; and

**WHEREAS**, the plan of refunding for the Outstanding Bonds has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

**WHEREAS**, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to authorize the refunding of all or a portion of the Outstanding Bonds by the issuance of general obligation refunding bonds; and

**WHEREAS**, by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects; and

**WHEREAS**, the Board of Mayor and Aldermen of the Municipality, has heretofore determined that it is necessary and advisable to issue general obligation public improvement bonds for the purpose of providing funds to finance, in whole or in part, the (i) construction, repair, improvement and equipping of fire department stations and facilities; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii)

acquisition of all property, real or personal, appurtenant to the foregoing; (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (v) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vi) payment of the costs related to the issuance and sale of such bonds; and

**WHEREAS**, an Initial Resolution proposing the issuance of not to exceed \$2,330,000 in aggregate principal amount of general obligation public improvement bonds, the proceeds of which shall be used for the purposes set forth above, was adopted on September 10, 2013, and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, has been published as required by law; and

**WHEREAS**, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this Resolution for the purpose of authorizing not to exceed \$4,925,000 in aggregate principal amount of its general obligation refunding and improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$4,925,000 in aggregate principal amount of General Obligation Refunding and Improvement Bonds, Series 2013 of the Municipality, to be dated their date of issuance, or such other series designation and dated date as the Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(e) "DTC" means The Depository Trust Company, a limited purpose company organized



under the laws of the State of New York, and its successors and assigns;

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(g) "Escrow Agent" means the escrow agent appointed by the Mayor, or any successor, as escrow agent under the Refunding Escrow Agreement;

(h) "Finance Director" means the Director of Finance of the Municipality;

(i) "Financial Advisor" means the Municipality's financial advisor, Public Financial Management, Inc.

(j) "Governing Body" means the Board of Mayor and Aldermen of the Municipality;

(k) "Municipality" means the City of Bartlett, Tennessee;

(l) "Outstanding Bonds" means the Municipality's outstanding, to the extent outstanding, General Obligation Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing September 1, 2014 through September 1, 2018, inclusive;

(m) "Projects" mean the (i) construction, repair, improvement and equipping of fire department stations and facilities; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; and (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing;

(n) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;

(o) "Refunding Escrow Agreement" means the refunding escrow agreement between the Municipality and the Escrow Agent, in the form similar to the document attached hereto as Exhibit B; and

(p) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The Refunded Bonds will be refunded, as set forth herein, through the issuance of the Bonds only if such refunding will result in the reduction in debt service payable by the Municipality over the term of the Refunded Bonds thereby effecting a cost savings to the public and if deemed to be in the best interest of the Municipality by the Mayor, in consultation with the Finance Director and the Financial Advisor, under then-current market conditions; and

(b) If the Refunded Bonds are refunded, it will be advantageous to the Municipality to

deposit a portion of the proceeds from the sale of the Bonds and other funds of the Municipality, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement or with the paying agent for the Refunded Bonds as described in Section 9(b) herein, which, together with income thereon, will be sufficient to pay principal of and interest and premium on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to finance the cost of the Projects, to reimburse the Municipality for funds previously expended for the Projects, to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding and improvement bonds of the Municipality in the aggregate principal amount of not to exceed \$4,925,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding and Improvement Bonds" and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not exceeding six percent (6.00%) per annum, payable semi-annually on March 1 and September 1 in each year, commencing March 1, 2014. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on September 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2014 through 2033, inclusive. Attached hereto as Exhibit C is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing September 1, 2014 through September 1, 2023, inclusive, shall mature without option of prior redemption and Bonds maturing September 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2023 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the Mayor of the Municipality is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as

such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier

redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address



thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds.

Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds,

provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED

REGISTERED

Number \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF SHELBY  
CITY OF BARTLETT

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2013

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, 2013

\_\_\_\_\_

Registered Owner: CEDE &amp; CO.

Principal Amount:

FOR VALUE RECEIVED, the City of Bartlett, a municipal corporation lawfully organized and existing in Shelby County, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [March 1, 2014], and semi-annually thereafter on the first day of [September and March] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York,



New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing September 1, 2014 through September 1, 2023, inclusive, shall mature without option of prior redemption and Bonds maturing September 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2023 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such

successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

| <u>Final<br/>Maturity</u> | <u>Redemption<br/>Date</u> | <u>Principal Amount<br/>of Bonds<br/>Redeemed</u> |
|---------------------------|----------------------------|---------------------------------------------------|
|---------------------------|----------------------------|---------------------------------------------------|

\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for

redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality for the purpose of providing funds to (a) refund all or a portion of the Municipality's outstanding General Obligation Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_; (b) finance the (i) construction, repair, improvement and equipping of fire department stations and facilities; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (v) reimbursement to the Municipality for funds previously expended for any of the foregoing; (vi) payment of the costs related to the issuance and sale of such bonds (the "Projects"); (c) reimburse the Municipality for funds previously expended for the Projects and (d) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Mayor and Aldermen of the Municipality on September 24, 2013.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of [,premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor with his [manual or] [facsimile] signature and attested by its City Clerk with her [manual or] [facsimile] signature under an [impression or] facsimile of the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF BARTLETT, TENNESSEE

BY: \_\_\_\_\_  
Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
City Clerk

Transferable and payable at the  
principal corporate trust office of:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.



\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

### FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_) the within Bond of the City of Bartlett, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

*[End of Bond Form]*

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced to the extent of any appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more emissions, as required by law at a price of not less than ninety-eight percent (98%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be

determined by the Mayor in consultation with the Finance Director and Financial Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor and the Finance Director in consultation with the Financial Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on none of the Bonds exceeds six percent (6.00%) per annum. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Finance Director and the Financial Advisor, is authorized:

(1) to adjust the dated date of the Bonds or any emission thereof, to a date other than the date of issuance;

(2) to designate the series of the Bonds and to remove the reference to Refunding Bonds in the designation if no Outstanding Bonds are refunded;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality and results in the greatest cost savings for the Municipality, to cause to be sold less than the principal amount authorized herein and to refund all or any portion of the maturities of the Outstanding Bonds;

(4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided (i) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds or any emission thereof does not exceed two (2) years from the dated date of such emission of the Bonds, and (iii) the term of any Bond does not exceed the "reasonably expected economic life" (within the meaning of Section 9-21-213, Tennessee Code Annotated) of any Projects financed with the proceeds of such Bond, and the final maturity date of Bonds that refund the Refunded Bonds does not occur more than one year after the final maturity of such Refunded Bonds;

(5) to adjust or remove the Municipality's optional redemption provisions of the Bonds, or any emission thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;

(6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor and the City Clerk, or either of them, are authorized to cause the Bonds to

be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(d) None of the Bonds, other than Bonds issued to refund the Refunded Bonds, shall be issued hereunder until twenty (20) days have elapsed following the publication of the Initial Resolution adopted by the Governing Body on September 10, 2013, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, during which no legally sufficient petition protesting the issuance of the Bonds has been filed with the City Clerk.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) accrued interest shall be deposited to the appropriate fund of the Municipality to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount which, together with investment earnings thereon and legally available funds of the Municipality, if any, will be sufficient to pay principal of and premium and interest on the Refunded Bonds, shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(c) the remainder of the proceeds of the sale of the Bonds shall be paid to the Treasurer of the Municipality to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2013 Public Improvement Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the Municipality. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects and the issuance and sale of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Finance Director in such investments as shall be permitted by applicable law and the earnings thereon may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or paid to the debt service fund to be used to pay interest on the Bonds, as the Finance Director in his discretion shall determine.

Section 10. Official Statement. The Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, working with the Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the Chief

Administrative Officer, and the Finance Director, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

If the Bonds are sold to a purchaser that does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the purchaser, then an Official Statement is authorized, but not required, as shall be determined by the Mayor.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest and premium on the Refunded Bonds, the Mayor is hereby authorized and directed to execute, and the City Clerk to attest on behalf of the Municipality, the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest and premium on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Redemption. The Mayor, the Chief Administrative Officer and the City Clerk, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds or to cause such notice and publication to be given.

Section 13. Arbitrage. The Municipality recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the Municipality agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal



income taxation. It is the reasonable expectation of the Governing Body of the Municipality that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from being included in gross income for federal income tax purposes. The Mayor, the City Clerk and/or the Finance Director, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality. Following the issuance of the Bonds, the Finance Director is directed to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 14. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited

with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 16. Reasonably Expected Economic Life. In accordance with Section 9-21-213, Tennessee Code Annotated, the term of no Bond shall exceed the "reasonably expected economic life" of any part of the Projects financed with the proceeds of such Bond or of any part of any projects refinanced with the proceeds of such Bond.

Section 17. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor and the Finance Director, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 18. Reimbursement. It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 19. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations", within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Bonds may be so designated and to the extent not "deemed designated".

Section 20. Resolution a Contract. The provisions of this resolution shall constitute a contract

between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 21. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 22. Compliance with Debt Management Policy. The Municipality has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's debt management policy and, specifically, the Municipality's policy to currently refund prior debt if the refunding generates positive net present value savings.

Section 23. Approval of Bond Counsel Engagement and Cost Disclosures. The Governing Body is hereby provided with an engagement letter (the "Engagement Letter"), attached hereto as Exhibit D, by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds and provides an estimate of Bond Counsel's fees. The Governing Body hereby approves and authorizes the Mayor to execute the Engagement Letter. Also presented to the Governing Body, and attached hereto as Exhibit C, is an estimated amortization schedule for the Bonds and an estimate of all costs of issuance for the Bonds, as prepared by the Financial Advisor. The Governing Body hereby acknowledges receipt of such estimated schedules.

Section 24. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

*[signature page follows]*

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Adopted and approved this 24<sup>th</sup> day of September, 2013.

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

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

ATTEST:

\_\_\_\_\_  
Stefanie McGee, City Clerk

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



STATE OF TENNESSEE)

COUNTY OF SHELBY )

I, Stefanie McGee, certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on September 24, 2013, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount not to exceed \$4,925,000 General Obligation Refunding and Improvement Bonds, Series 2013 of said Municipality.

WITNESS my official signature and seal of said Municipality this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

(SEAL)

EXHIBIT A

REPORT ON PLAN OF REFUNDING

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2013A  
CITY OF BARTLETT, TENNESSEE**

The City of Bartlett (the "City") submitted a plan of refunding (the "Plan"), as required by Tennessee Code Annotated Section 9-21-903 regarding the issuance of approximately \$2,355,000 General Obligation Refunding and Improvement Bonds, Series 2013A (refunding portion) (the "2013A Refunding Bonds"), to current refund by competitive sale, an estimated \$2,510,000 General Obligation and Refunding Bonds, Series 2005C (the "Refunded Bonds"). The 2013A Bonds are expected to price at a premium.

The Plan was developed with the assistance of the City's municipal advisor, Public Financial Management, Inc.

**Refunding Analysis**

The City indicated in its Plan that the purpose of the refunding is for debt service savings.

- The results for the refunding are based on the assumption that the estimated \$2,355,000 Series 2013A Refunding Bonds will be sold through competitive sale and priced at a premium of \$249,076.
- Estimated net present value savings for the refunding is \$89,346, or 3.56% of the refunded principal.
- Estimated savings are generated by reducing the average coupon of the Refunded Bonds from 3.68% to a true interest cost on the 2013A Refunding Bonds of 1.49%.
- The 2013A Refunding Bonds do not extend the maturity of the Refunded Bonds.
- Estimated costs of issuance are \$43,255 or \$18.37 per \$1,000 of par amount for the 2013A Refunding Bonds. See Table 1 for individual costs of issuance.

Table 1  
Costs of Issuance of 2013A Refunding Bonds

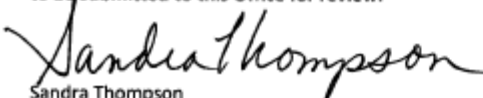
|                                                       | Amount              | Price per \$1,000 bond |
|-------------------------------------------------------|---------------------|------------------------|
| Underwriter's Discount                                | \$ 16,485.00        | \$ 7.00 *              |
| Financial Advisor (Public Financial Management, Inc.) | 8,216.23            | 3.49                   |
| Bond Counsel (Bass, Berry, & Sims)                    | 7,164.20            | 3.04                   |
| Other Costs                                           | 11,389.23           | 4.84                   |
| <b>Total Cost of Issuance</b>                         | <b>\$ 43,254.66</b> | <b>\$ 18.37</b>        |

\* Subject to competitive bid

The City has identified Public Financial Management, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

This report does not provide broad approval to refund the Refunded Bonds in a bond issue other than the proposed 2013A Refunding Bonds. If all of the Refunded Bonds are not refunded as a part of the 2013A Refunding Bonds, then a new plan will have to be submitted to this Office for review.



Sandra Thompson  
Director of the Office of State and Local Finance  
Date: August 12, 2013

XHIBIT B

E

## REFUNDING ESCROW AGREEMENT

## REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Bartlett, Tennessee (the "Municipality"), and \_\_\_\_\_, \_\_\_\_\_ (the "Agent").

## WITNESSETH:

WHEREAS, the Municipality has previously authorized and issued its outstanding, to the extent outstanding, General Obligation Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_ (the "Outstanding Bonds"); and

WHEREAS, the Municipality has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Municipality has authorized and issued its General Obligation Refunding and Improvement Bonds, Series 2013, dated \_\_\_\_\_, 2013 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

## DIVISION I

All right, title and interest of the Municipality in and to \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$\_\_\_\_\_ of other legally available funds of the Municipality.

## DIVISION II

All right, title and interest of the Municipality in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached



hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

### DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Municipality or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

### DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Municipality or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

## SECTION I.

### DEFINITIONS AND CONSTRUCTION

(a) Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the Municipality and the Agent;

"Bond Resolution" means the resolution adopted by the Board of Mayor and Aldermen of the Municipality on September 24, 2013 authorizing the Refunding Bonds;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Municipality" means the City of Bartlett, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2(a) hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the Municipality that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" means the Municipality's outstanding, to the extent outstanding, General Obligation Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_;

"Refunding Bonds" means the Municipality's General Obligation Refunding and Improvement Bonds, Series 2013, dated \_\_\_\_\_, 2013; and

"Written Request" shall mean a request in writing signed by the Mayor or by any other officer or official of the Municipality duly authorized by the Municipality to act in his place.

(b) Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## SECTION 2.

### ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) Creation of Escrow; Deposit of Funds. The Municipality hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

(b) Investment of Funds. The monies described in Section 2(a) hereof shall be held or invested as follows:

(a) the amount of \$\_\_\_\_\_ shall be used to purchase the Government

Securities described on Exhibit B attached hereto; and

(b) the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2(d) and 2(f) hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

(c) Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Municipality collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest and premium on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Municipality represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Municipality agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal, interest and premium on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Municipality and this Agreement shall terminate.

(d) Excess Funds. Except as provided in Section 2(f) hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal, interest and/or premium on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal, interest and/or premium payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Municipality.

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(e) Reports. The Escrow Agent shall deliver to the City Clerk of the Municipality a monthly report summarizing all transactions relating to the Escrow Fund; and, on or before the first day of August of each year, shall deliver to the City Clerk a report current as of the previous June 30, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Municipality and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

(f) Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Municipality shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2(f) shall be applied first to the payment of principal of and interest and premium on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Municipality to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4(a) hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Agent and used only for the purposes and in the manner provided in this Agreement.

(h) Redemption of Refunded Bonds. The Outstanding Bonds shall be redeemed on \_\_\_\_\_. The Municipality has heretofore delivered or caused to be delivered a notice of redemption of such Outstanding Bonds to the registration and paying agent for the Outstanding Bonds, and no further action shall be required of the Escrow Agent to provide notice of redemption therefor.



## SECTION 3.

## CONCERNING THE AGENT

(a) Appointment of Agent. The Municipality hereby appoints the Agent as escrow agent under this Agreement.

(b) Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

(c) Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of its obligations, or to protect any of the Municipality's rights under any bond proceedings or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Municipality. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Municipality in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

(d) Permitted Acts. The Agent and its affiliates may become the owner of or may deal in

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the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

(e) Exculpation of Funds of Agent. Except as set forth in Section 3(c), none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

(f) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest or premium on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2 hereof.

(g) Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

(h) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Municipality and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Municipality shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Shelby County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(i) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3(g) hereof and shall fail to resign after written request therefor by the Municipality or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting

or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Municipality may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Municipality for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3(g). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Municipality and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3(j) hereof.

(j) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Municipality and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Municipality or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3(g) hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3(g) hereof.

(k) Payment to Agent. The Municipality agrees to pay the Agent, as reasonable and proper compensation under this Agreement a one-time fee of \$\_\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Municipality agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred

by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the Municipality agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Municipality and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the Municipality and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

#### SECTION 4.

#### MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the Municipality, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Municipality; provided, however, that the Municipality and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The Municipality hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue



date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Municipality.

(b) Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(d) Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Municipality:

Board of Mayor and Aldermen of City of Bartlett, Tennessee  
P.O. Box 341148  
Bartlett, Tennessee 38134-1148  
Attn: Dick Phebus, Director of Finance

To the Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Municipality and the Agent may designate in writing any further or different addresses to

which subsequent notices, requests, communications or other papers shall be sent.

(e) Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

(f) Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

(g) Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*(signature page follows)*

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IN WITNESS WHEREOF, the Municipality has caused this Agreement to be signed in its name by its Mayor and attested by its City Clerk and the official seal of the Municipality to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.

CITY OF BARTLETT, TENNESSEE

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

A. Keith McDonald, Mayor

(SEAL)

\_\_\_\_\_  
Stefanie McGee, City Clerk

\_\_\_\_\_  
as Escrow Agent

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

Title: \_\_\_\_\_

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## EXHIBIT A

**Debt Service Schedule of General Obligation Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_ through \_\_\_\_\_, inclusive, to the Redemption Date, With Name and Phone Number of the Paying Agent and Date and Amount of Redemption**

| Payment <u>Date</u> | Principal<br><u>Payable</u> | Principal<br><u>Redeemed</u> | Interest<br><u>Payable</u> | Redemption<br><u>Premium</u> | Total Debt<br><u>Service</u> |
|---------------------|-----------------------------|------------------------------|----------------------------|------------------------------|------------------------------|
|---------------------|-----------------------------|------------------------------|----------------------------|------------------------------|------------------------------|

TOTAL

Paying Agent: \_\_\_\_\_  
with agent offices in \_\_\_\_\_, \_\_\_\_\_

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## EXHIBIT B

Government Securities  
[U. S. Treasury Notes]

| <u>Amount</u> | <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Issue Date</u> |
|---------------|----------------------|----------------------|-------------------|
|---------------|----------------------|----------------------|-------------------|

Total Cost of Securities:

Initial Cash Deposit:

EXHIBIT C

## ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE

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| Period<br>Ending | Principal | Coupon | Interest     | Debt Service | Annual<br>Debt Service |
|------------------|-----------|--------|--------------|--------------|------------------------|
| 03/01/2014       |           |        | 79,466.67    | 79,466.67    |                        |
| 09/01/2014       | 495,000   | 5.000% | 111,750.00   | 606,750.00   | 686,216.67             |
| 03/01/2015       |           |        | 99,375.00    | 99,375.00    |                        |
| 09/01/2015       | 515,000   | 5.000% | 99,375.00    | 614,375.00   | 713,750.00             |
| 03/01/2016       |           |        | 86,500.00    | 86,500.00    |                        |
| 09/01/2016       | 535,000   | 5.000% | 86,500.00    | 621,500.00   | 708,000.00             |
| 03/01/2017       |           |        | 73,125.00    | 73,125.00    |                        |
| 09/01/2017       | 565,000   | 5.000% | 73,125.00    | 638,125.00   | 711,250.00             |
| 03/01/2018       |           |        | 59,000.00    | 59,000.00    |                        |
| 09/01/2018       | 595,000   | 5.000% | 59,000.00    | 654,000.00   | 713,000.00             |
| 03/01/2019       |           |        | 44,125.00    | 44,125.00    |                        |
| 09/01/2019       | 80,000    | 5.000% | 44,125.00    | 124,125.00   | 168,250.00             |
| 03/01/2020       |           |        | 42,125.00    | 42,125.00    |                        |
| 09/01/2020       | 85,000    | 5.000% | 42,125.00    | 127,125.00   | 169,250.00             |
| 03/01/2021       |           |        | 40,000.00    | 40,000.00    |                        |
| 09/01/2021       | 90,000    | 5.000% | 40,000.00    | 130,000.00   | 170,000.00             |
| 03/01/2022       |           |        | 37,750.00    | 37,750.00    |                        |
| 09/01/2022       | 95,000    | 5.000% | 37,750.00    | 132,750.00   | 170,500.00             |
| 03/01/2023       |           |        | 35,375.00    | 35,375.00    |                        |
| 09/01/2023       | 100,000   | 5.000% | 35,375.00    | 135,375.00   | 170,750.00             |
| 03/01/2024       |           |        | 32,875.00    | 32,875.00    |                        |
| 09/01/2024       | 105,000   | 5.000% | 32,875.00    | 137,875.00   | 170,750.00             |
| 03/01/2025       |           |        | 30,250.00    | 30,250.00    |                        |
| 09/01/2025       | 110,000   | 5.000% | 30,250.00    | 140,250.00   | 170,500.00             |
| 03/01/2026       |           |        | 27,500.00    | 27,500.00    |                        |
| 09/01/2026       | 115,000   | 5.000% | 27,500.00    | 142,500.00   | 170,000.00             |
| 03/01/2027       |           |        | 24,625.00    | 24,625.00    |                        |
| 09/01/2027       | 120,000   | 5.000% | 24,625.00    | 144,625.00   | 169,250.00             |
| 03/01/2028       |           |        | 21,625.00    | 21,625.00    |                        |
| 09/01/2028       | 125,000   | 5.000% | 21,625.00    | 146,625.00   | 168,250.00             |
| 03/01/2029       |           |        | 18,500.00    | 18,500.00    |                        |
| 09/01/2029       | 135,000   | 5.000% | 18,500.00    | 153,500.00   | 172,000.00             |
| 03/01/2030       |           |        | 15,125.00    | 15,125.00    |                        |
| 09/01/2030       | 140,000   | 5.000% | 15,125.00    | 155,125.00   | 170,250.00             |
| 03/01/2031       |           |        | 11,625.00    | 11,625.00    |                        |
| 09/01/2031       | 145,000   | 5.000% | 11,625.00    | 156,625.00   | 168,250.00             |
| 03/01/2032       |           |        | 8,000.00     | 8,000.00     |                        |
| 09/01/2032       | 155,000   | 5.000% | 8,000.00     | 163,000.00   | 171,000.00             |
| 03/01/2033       |           |        | 4,125.00     | 4,125.00     |                        |
| 09/01/2033       | 165,000   | 5.000% | 4,125.00     | 169,125.00   | 173,250.00             |
|                  | 4,470,000 |        | 1,614,466.67 | 6,084,466.67 | 6,084,466.67           |

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## Sources:

|                |              |
|----------------|--------------|
| Bond Proceeds: |              |
| Par Amount     | 4,470,000.00 |
| Premium        | 448,234.90   |
|                | <hr/>        |
|                | 4,918,234.90 |
|                | <hr/>        |

## Uses:

|                                       |              |
|---------------------------------------|--------------|
| Project Fund Deposits:                |              |
| Long Term General Obligation Projects | 2,274,000.00 |
| Refunding Escrow Deposits:            |              |
| Cash Deposit                          | 2,555,627.32 |
| Delivery Date Expenses:               |              |
| Cost of Issuance                      | 56,311.29    |
| Underwriter's Discount                | 31,290.00    |
|                                       | <hr/>        |
|                                       | 87,601.29    |
| Other Uses of Funds:                  |              |
| Additional Proceeds                   | 1,006.29     |
|                                       | <hr/>        |
|                                       | 4,918,234.90 |
|                                       | <hr/>        |

EXHIBIT D

## ENGAGEMENT LETTER

[Letterhead of Bass, Berry &amp; Sims PLC]

\_\_\_\_\_, 2013

City of Bartlett, Tennessee  
 Bartlett, Tennessee  
 Attention: A. Keith McDonald, Mayor

**Re: Issuance of Not to Exceed \$4,925,000 in Aggregate Principal Amount of General Obligation Refunding and Improvement Bonds, Series 2013.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we

will perform as bond counsel to the City of Bartlett, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain public works projects of the Issuer, to refund certain outstanding general obligation bonds of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. It is anticipated that the Bonds will be sold at competitive sale.

### SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the



course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

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- a.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents
    - i) Do not contain any untrue statement of a material fact or
    - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the

potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

### FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$14,500. If the Bonds are issued only to finance public works projects and pay costs of issuance and not to refund certain outstanding general obligation bonds, our fee will be \$9,500. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Commercial Appeal*, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

### OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

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**CONCLUSION**

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**CITY OF BARTLETT, TENNESSEE:**

By: \_\_\_\_\_ A.  
Keith McDonald, Mayor

**BASS, BERRY & SIMS PLC:**

By: \_\_\_\_\_ Karen  
S. Neal, Member

12345768.1

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### RESOLUTION 22-13

Meeting: 09/24/13 07:00 PM

Department: Finance

Category: Bond

Prepared By: Stefanie McGee

Initiator: Dick Phebus

Sponsors:

DOC ID: 1085

**Resolution 23-13, a resolution authorizing the issuance of not to exceed two million ninety thousand dollars (\$2,090,000) in aggregate principal amount of water and sewer revenue and tax refunding and improvement bonds of the City of Bartlett, Tennessee; making provision for the issuance, sale and payment of said bonds; establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.**

**WHEREAS**, the City of Bartlett, Tennessee (the "Municipality") is duly incorporated pursuant to Chapter 55 of the 1993 Private Acts of the State of Tennessee, as amended; and

**WHEREAS**, pursuant to authority granted by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, the Municipality has issued its outstanding, to the extent outstanding, Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing September 1, 2014 through September 1, 2018, inclusive (the "Outstanding Bonds"); and

**WHEREAS**, under the provisions of Section 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said municipalities; and

**WHEREAS**, the plan of refunding for the Outstanding Bonds has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

**WHEREAS**, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to authorize the refunding of all or a portion of the Outstanding Bonds by the issuance of water and sewer revenue and tax refunding bonds; and

**WHEREAS**, by Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects; and

**WHEREAS**, the Board of Mayor and Aldermen of the Municipality, has heretofore determined that it is necessary and advisable to issue water and sewer revenue and tax improvement bonds for the purpose of providing funds to finance the (i) construction of extensions and improvements to the water and sewer system of the Municipality (the "System"); (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for funds previously expended for

any of the foregoing and (v) payment of the costs related to the issuance and sale of such bonds; and

**WHEREAS**, an Initial Resolution proposing the issuance of not to exceed \$1,410,000 in aggregate principal amount of water and sewer revenue and tax improvement bonds, the proceeds of which shall be used for the purposes set forth above, was adopted on September 10, 2013, and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, has been published as required by law; and

**WHEREAS**, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this Resolution for the purpose of authorizing not to exceed \$2,090,000 in aggregate principal amount of its water and sewer revenue and tax refunding and improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the collection and disposition of revenues from the System and for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$2,090,000 in aggregate principal amount of Water and Sewer Revenue and Tax Refunding and Improvement Bonds of the Municipality, to be dated their date of issuance, having such series designation and such other dated date as the Mayor shall determine pursuant to Section 10 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, including the cost of salaries, wages, cost of material and supplies and insurance premiums, but shall exclude depreciation and interest expense;

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(f) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(h) "Escrow Agent" means the escrow agent appointed by the Mayor, or any successor, as escrow agent under the Refunding Escrow Agreement;

(i) "Finance Director" means the Director of Finance of the Municipality;

(j) "Financial Advisor" means the Municipality's financial advisor, Public Financial Management, Inc.

(k) "Governing Body" means the Board of Mayor and Aldermen of the Municipality;

(l) "Gross Earnings" means all revenues, rentals, earnings and income of the System from whatever source, including all revenues derived from the operation of the System, including proceeds from the sale of property; proceeds of insurance and condemnation awards and compensation for damages, to the extent not applied to the payment of the cost of repairs, replacements and improvements; and all amounts realized from the investment of funds of the System, including money in any accounts and funds created by this resolution, and resolutions authorizing any Prior Lien Obligations and resolutions authorizing any Parity Bonds or subordinate lien bonds (excluding any investment earnings from funds created to refund any outstanding bonds of the System or deposited to a construction fund established by a resolution authorizing such bonds to the extent set forth in such resolution);

(m) "Municipality" means the City of Bartlett, Tennessee;

(n) "Net Revenues" means Gross Earnings of the System, less Current Expenses, excluding any profits or losses on the sale or other disposition, not in the ordinary course of business, or investments or fixed or capital assets;

(o) "Outstanding Bonds" means the Municipality's outstanding, to the extent outstanding, Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing September 1, 2014 through September 1, 2018, inclusive;

(p) "Parity Bonds" means bonds issued on a parity with the Bonds herein authorized in accordance with the restrictive provisions of Section 8 hereof;

(q) "Projects" means (i) construction of extensions and improvements to the System; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing;

(r) "Prior Lien Obligations" means, to the extent outstanding, the Municipality's Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005; Water and Sewer Revenue and Tax Bonds, Series 2006; Water and Sewer Revenue and Tax Bonds, Series 2007; Water and Sewer



Revenue and Tax Bonds, Series 2009; Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2010; Water and Sewer Revenue and Tax Refunding Bonds, Series 2011; Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2012, and any other obligations with a lien on the Gross Earnings of the System;

(s) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 10 hereof;

(t) "Refunding Escrow Agreement" means the refunding escrow agreement between the Municipality and the Escrow Agent, in the form similar to the document attached hereto as Exhibit B;

(u) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body; and

(v) "System" means the complete water and sewer system of the Municipality, together with, and including all water and sewer system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the water and sewer system, and including all appurtenances, contracts, leases, franchises and other intangibles.

Section 3. Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The Refunded Bonds will be refunded, as set forth herein, through the issuance of the Bonds only if such refunding will result in the reduction in debt service payable by the Municipality over the term of the Refunded Bonds thereby effecting a cost savings to the public and if deemed to be in the best interest of the Municipality by the Mayor, in consultation with the Finance Director and the Financial Advisor, under then-current market conditions; and

(b) If the Refunded Bonds are refunded, it will be advantageous to the Municipality to deposit a portion of the proceeds from the sale of the Bonds and other funds of the Municipality, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement or with the paying agent for the Refunded Bonds as described in Section 11(b) herein, which, together with income thereon, will be sufficient to pay principal of, interest and premium on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to finance the cost of the Projects, to reimburse the Municipality for funds previously expended for the Projects, to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued Water and Sewer Revenue and Tax Refunding and Improvement Bonds of the Municipality in the aggregate principal amount of not to exceed \$2,090,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "Water and Sewer Revenue and Tax Refunding and Improvement Bonds" and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 10 hereof. Subject to adjustments permitted pursuant to Section 10 hereof, the Bonds shall bear interest at a rate or rates not exceeding six percent (6.00%) per annum, payable semi-annually on March 1 and September 1 in each year, commencing March

I, 2014. Subject to adjustments permitted in Section 10 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on September 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2014 through 2033, inclusive. Attached hereto as Exhibit C is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 10 hereof.

(b) Subject to adjustments permitted in Section 10 hereof, Bonds maturing September 1, 2014 through September 1, 2023, inclusive, shall mature without option of prior redemption and Bonds maturing September 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2023 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 10 hereof, the Mayor of the Municipality is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor of the Municipality. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 10 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day

next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid,

addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond,



nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising

or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any emission thereof, does not intend to reoffer the Bonds to the public, then the Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be

about to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable primarily from and be secured by a pledge of the Net Revenues to be derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of Prior Lien Obligations; and in the event of a deficiency of such Net Revenues, the Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_  
\$ \_\_\_\_\_

REGISTERED

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF SHELBY  
CITY OF BARTLETT

WATER AND SEWER REVENUE AND TAX REFUNDING AND IMPROVEMENT BOND, SERIES  
2013

|                |                |               |            |
|----------------|----------------|---------------|------------|
| Interest Rate: | Maturity Date: | Date of Bond: | CUSIP No.: |
| _____          | _____          | _____         | 2013       |
| _____          |                |               |            |

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, the City of Bartlett, a municipal corporation lawfully organized and existing in Shelby County, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [March 1, 2014], and semi-annually thereafter on the first day of [September and March] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the

United States of America at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any



DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing September 1, 2014 through September 1, 2023, inclusive, shall mature without option of prior redemption and Bonds maturing September 1, 2024 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2023 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

| <u>Final</u><br><u>Maturity</u> | <u>Redemption</u><br><u>Date</u> | <u>Principal Amount</u><br><u>of Bonds</u><br><u>Redeemed</u> |
|---------------------------------|----------------------------------|---------------------------------------------------------------|
|---------------------------------|----------------------------------|---------------------------------------------------------------|

\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such

Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ \_\_\_\_\_ and issued by the Municipality for the purpose of providing funds to (a) refund all or a portion of the Municipality's outstanding Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_, (b) finance the (i) construction of extensions and improvements to the water and sewer system (the "System") of the Municipality; (ii) acquisition of all property, real and personal, appurtenant thereto, or connected with such public works project; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (the "Projects"); (c) reimburse the Municipality for funds previously expended for the Projects and (d) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Mayor and Aldermen of the Municipality on September 24, 2013.

This Bond is payable primarily from and secured by a pledge of the income and revenues to be derived from the operation of the Municipality's water and sewer system (the "System"), subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System and to prior pledges of such revenues in favor of the Municipality's outstanding, to the extent outstanding, Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005; Water and Sewer Revenue and Tax Bonds, Series 2006; Water and Sewer Revenue and Tax Bonds, Series 2007; Water and Sewer Revenue and Tax Bonds, Series 2009, Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2010, Water and Sewer Revenue and Tax Refunding Bonds, Series 2011, and Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2012. In the event of a deficiency in such revenues, this Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of [premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor with

his [manual or] [facsimile] signature and attested by its City Clerk with her [manual or] [facsimile] signature under an [impression or] facsimile of the corporate seal of the Municipality, all as of the date hereinabove set forth.

## CITY OF BARTLETT, TENNESSEE

BY: \_\_\_\_\_  
Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
City Clerk

Transferable and payable at the  
principal corporate trust office of:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Representative

## FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_  
(Please insert Social Security or Federal Tax Identification Number \_\_\_\_\_) the within Bond of the City of Bartlett, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_



NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

*[End of Bond Form]*

Section 7. Pledge of Net Revenues and Levy of Tax. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, there is hereby pledged for such payment the Net Revenues derived from the operation of the System, subject to prior pledges of such Net Revenues in favor of the Prior Lien Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in such Net Revenues for the purposes herein provided, the Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Net Revenues of the System and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the Municipality to the payment of debt service on the Bonds.

Section 8. Equality of Lien; Prohibition of Prior Lien; Parity Bonds. The punctual payment of principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or execution or delivery, and, subject to the payment of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Except as hereinafter provided, the Municipality will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Gross Earnings of the System on a parity with or having priority over the Bonds.

Additional bonds may hereafter be issued on a parity with the Bonds under the following conditions but not otherwise:

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

(a) Additional bonds may be issued on a parity with the Bonds without regard to the requirements of subsection (b) of this Section if such bonds shall be issued for the purpose of refunding any of the Bonds or Parity Bonds which shall have matured or which shall mature not later than three months after the date of delivery of such refunding bonds.

(b) Additional bonds may be issued on a parity with the Bonds if all of the following conditions are met:

(i) The Net Revenues of the System for any twelve (12) consecutive months during the eighteen (18) months immediately preceding the issuance of the additional bonds must have been equal to 1.20 times the maximum annual interest and principal requirements for any succeeding fiscal year on all bonds then outstanding payable from the Gross Earnings of the System (but excluding any bonds to be refunded from the proceeds of such bonds proposed to be issued) and the bonds so proposed to be issued; provided, however, that if prior to the authorization of such additional bonds the Municipality shall have adopted and put into effect a revised schedule of rates for the System or expanded the System (or will expand the System in connection with the issuance of the additional bonds) so that its capacity is increased, then the Net Revenues for the twelve (12) months of the eighteen (18) months immediately preceding the issuance of such additional bonds, as certified by an independent engineer or engineering firm with a favorable reputation for skill and experience in the design and operation of water and sewer systems or a nationally recognized firm of financial feasibility consultants having a favorable reputation for skill and experience in the financial feasibility of water and sewer systems, which would have resulted from such rates had they been in effect for such period or would have resulted from such additional capacity, may be used in lieu of the actual Net Revenues for such period;

(ii) No default in the payment of principal of and interest on the Bonds and any Parity Bonds shall have occurred; and

(iii) The proceeds of the additional bonds must be used solely for the making of improvements, extensions, renewals or replacements to the System, or to refund Bonds, any Parity Bonds or subordinate lien bonds or notes.

Section 9. Charges for Services Supplied by the System. While the Bonds and any Parity Bonds remain outstanding and unpaid, the Municipality covenants and agrees that it will permit no free service to be furnished to any consumer or user whatsoever, and the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable and just, taking into account and consideration the cost and value of the System and the cost of maintaining, operating, repairing, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on all bonds and other obligations payable from such Net Revenues, and there shall be charged against all users of the services of the System such rates and amounts as shall be fully adequate to meet the debt service requirements of the Bonds.

Section 10. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-eight percent (98%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be determined by the Mayor in consultation with the Finance Director and Financial Advisor. The Bonds shall be sold at public

sale by physical delivery of bids or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor and the Finance Director in consultation with the Financial Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on none of the Bonds exceeds six percent (6.00%) per annum. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Finance Director and the Financial Advisor, is authorized:

(1) to adjust the dated date of the Bonds or any emission thereof, to a date other than the date of issuance;

(2) to designate the series of the Bonds and to remove the reference to Refunding Bonds in the designation if no Outstanding Bonds are refunded;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality and results in the greatest cost savings for the Municipality, to cause to be sold less than the principal amount authorized herein and to refund all or any portion of any the maturities of the Outstanding Bonds;

(4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided (i) the total principal amount of all emissions of the Bonds does not exceed the total amount of Bonds authorized herein, (ii) the first maturity date of the Bonds or any emission thereof does not exceed two (2) years from the dated date of such emission of the Bonds, and (iii) the term of any Bond does not exceed the "reasonably expected economic life" (within the meaning of Section 9-21-213, Tennessee Code Annotated) of any Projects financed with the proceeds of such Bond, and the final maturity date of Bonds that refund the Refunded Bonds does not occur more than one year after the final maturity of such Refunded Bonds;

(5) to adjust or remove the Municipality's optional redemption provisions of the Bonds, or any emission thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;

(6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor and the City Clerk, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates,

as they shall deem necessary in connection with the sale and delivery of the Bonds.

(d) None of the Bonds, other than Bonds issued to refund the Refunded Bonds, shall be issued hereunder until twenty (20) days have elapsed following the publication of the Initial Resolution adopted by the Governing Body on September 10, 2013, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, during which no legally sufficient petition protesting the issuance of the Bonds has been filed with the City Clerk.

Section 11. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) accrued interest shall be deposited to the appropriate fund of the Municipality to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

(b) an amount which, together with investment earnings thereon and legally available funds of the Municipality, if any, will be sufficient to pay principal of and premium and interest on the Refunded Bonds, shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(c) the remainder of the proceeds of the sale of the Bonds shall be paid to the Treasurer of the Municipality to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2013 Water and Sewer Construction Fund (the "Construction Fund") to be kept separate and apart from all other funds of the Municipality. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects, including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects and the issuance and sale of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Finance Director in such investments as shall be permitted by applicable law and the earnings thereon may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or paid to the debt service fund to be used to pay interest on the Bonds, as the Finance Director in his discretion shall determine.

Section 12. Official Statement. The Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, working with the Financial Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven



business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, the Chief Administrative Officer, and the Finance Director, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

If the Bonds are sold to a purchaser that does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the purchaser, then an Official Statement is authorized, but not required, as shall be determined by the Mayor.

Section 13. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest and premium on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Clerk to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest and premium on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 14. Notice of Redemption. The Mayor, the Chief Administrative Officer and the City Clerk, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds or to cause such notice and publication to be given.

Section 15. Arbitrage. The Municipality recognizes that the purchasers and owners of the Bonds will have accepted them on, and paid therefore a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. In this connection, the Municipality agrees that it shall take no action which may cause the interest on any of said Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the Municipality that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds"

within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from being included in gross income for federal income tax purposes. The Mayor, the City Clerk and/or the Finance Director, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any of them shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality. Following the issuance of the Bonds, the Finance Director is directed to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 16. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for,

the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 17. Reasonably Expected Economic Life. In accordance with Section 9-21-213, Tennessee Code Annotated, the term of no Bond shall exceed the "reasonably expected economic life" of any part of the Projects financed with the proceeds of such Bond or of any part of any projects refinanced with the proceeds of such Bond.

Section 18. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor and the Finance Director, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 19. Reimbursement. It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 20. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Bonds as "qualified tax-exempt obligations", within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Bonds may be so designated and to the extent not "deemed designated".

Section 21. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any

manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 22. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 23. Compliance with Debt Management Policy. The Municipality has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's debt management policy and, specifically, the Municipality's policy to currently refund prior debt if the refunding generates positive net present value savings.

Section 24. Approval of Bond Counsel Engagement and Cost Disclosures. The Governing Body is hereby provided with an engagement letter (the "Engagement Letter"), attached hereto as Exhibit D, by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds and provides an estimate of Bond Counsel's fees. The Governing Body hereby approves and authorizes the Mayor to execute the Engagement Letter. Also presented to the Governing Body, and attached hereto as Exhibit C, is an estimated amortization schedule for the Bonds and an estimate of all costs of issuance for the Bonds, as prepared by the Financial Advisor. The Governing Body hereby acknowledges receipt of such estimated schedules.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

*[signature page follows]*

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



Adopted and approved this 24<sup>th</sup> day of September, 2013.

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

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

ATTEST:

\_\_\_\_\_  
Stefanie McGee, City Clerk

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

STATE OF TENNESSEE)

COUNTY OF SHELBY )

I, Stefanie McGee, certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on September 24, 2013, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount not to exceed \$2,090,000 Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2013 of said Municipality.

WITNESS my official signature and seal of said Municipality this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
City Clerk

(SEAL)

EXHIBIT A

REPORT ON PLAN OF REFUNDING

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
WATER AND SEWER REVENUE AND TAX REFUNDING AND IMPROVEMENT BONDS, SERIES 2013B  
CITY OF BARTLETT, TENNESSEE**

The City of Bartlett (the "City") submitted a plan of refunding (the "Plan"), as required by Tennessee Code Annotated Section 9-21-903 regarding the issuance of approximately \$1,900,000 Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2013B (the "2013B Refunding Bonds"), to current refund by competitive sale, an estimated \$660,000 Water and Sewer Revenue and Tax Refunding Bonds, Series 2005D (the "Refunded Bonds").

The Plan was developed with the assistance of the City's municipal advisor, Public Financial Management, Inc.

**Refunding Analysis**

The City indicated in its Plan that the purpose of the refunding is for debt service savings.

- The results for the refunding are based on the assumption that the estimated \$1,900,000 Series 2013B Refunding Bonds will be sold through competitive sale and priced at a premium of \$186,740.
- Estimated net present value savings for the refunding is \$22,229, or 3.37% of the refunded principal.
- Estimated savings are generated by reducing the average coupon of the Refunded Bonds from 3.68% to a true interest cost on the 2013B Refunding Bonds of 1.57%.
- The 2013B Refunding Bonds do not extend the maturity of the Refunded Bonds.
- Estimated costs of issuance are \$37,235 or \$19.60 per \$1,000 of par amount for the 2013B Refunding Bonds. See Table 1 for individual costs of issuance.

Table 1  
Costs of Issuance of 2013A Refunding Bonds

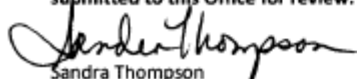
|                                                       | Amount              | Price per \$1,000 bond |
|-------------------------------------------------------|---------------------|------------------------|
| Underwriter's Discount                                | \$ 13,300.00        | \$ 7.00 *              |
| Financial Advisor (Public Financial Management, Inc.) | 4,470.30            | 2.35                   |
| Bond Counsel (Bass, Berry, & Sims)                    | 3,918.37            | 2.06                   |
| Other Costs                                           | 15,546.77           | 8.18                   |
| <b>Total Cost of Issuance</b>                         | <b>\$ 37,235.44</b> | <b>\$ 19.60</b>        |

\* Subject to competitive bid

The City has identified Public Financial Management, Inc. as its municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

This report does not provide broad approval to refund the Refunded Bonds in a bond issue other than the proposed 2013B Refunding Bonds. If all of the Refunded Bonds are not refunded as a part of the 2013B Refunding Bonds, then a new plan will have to be submitted to this Office for review.



Sandra Thompson  
Director of the Office of State and Local Finance  
Date: September 10, 2013

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

EXHIBIT B

## REFUNDING ESCROW AGREEMENT

## REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Bartlett, Tennessee (the "Municipality"), and \_\_\_\_\_, \_\_\_\_\_ (the "Agent").

## WITNESSETH:

WHEREAS, the Municipality has previously authorized and issued its outstanding, to the extent outstanding, Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_ (the "Outstanding Bonds"); and

WHEREAS, the Municipality has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Municipality has authorized and issued its Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2013, dated \_\_\_\_\_, 2013 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest and premium on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

## DIVISION I

All right, title and interest of the Municipality in and to \$\_\_\_\_\_, consisting of

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



\$\_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$\_\_\_\_\_ of other legally available funds of the Municipality.

#### DIVISION II

All right, title and interest of the Municipality in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

#### DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Municipality or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

#### DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Municipality or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest and premium on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

### SECTION I.

#### DEFINITIONS AND CONSTRUCTION

(a) Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the Municipality and the Agent;

"Bond Resolution" means the resolution adopted by the Board of Mayor and Aldermen of the

Municipality on September 24, 2013 authorizing the Refunding Bonds;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Municipality" means the City of Bartlett, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2(a) hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the Municipality that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" means the Municipality's outstanding, to the extent outstanding, Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_;

"Refunding Bonds" means the Municipality's Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2013, dated \_\_\_\_\_, 2013; and

"Written Request" shall mean a request in writing signed by the Mayor or by any other officer or official of the Municipality duly authorized by the Municipality to act in his place.

(b) Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## SECTION 2.

### ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) Creation of Escrow; Deposit of Funds. The Municipality hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

(b) Investment of Funds. The monies described in Section 2(a) hereof shall be held or invested as follows:

(a) the amount of \$\_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2(d) and 2(f) hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

(c) Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Municipality collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest and premium on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Municipality represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Municipality agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest and premium on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Municipality and this Agreement shall terminate.

(d) Excess Funds. Except as provided in Section 2(f) hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal, interest and/or premium on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal, interest and/or premium payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Municipality.

(e) Reports. The Escrow Agent shall deliver to the City Clerk of the Municipality a monthly report summarizing all transactions relating to the Escrow Fund; and, on or before the first day of

August of each year, shall deliver to the City Clerk a report current as of the previous June 30, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Municipality and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

(f) Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Municipality shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2(f) shall be applied first to the payment of principal of and interest and premium on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Municipality to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

(g) Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4(a) hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Agent and used only for the purposes and in the manner provided in this Agreement.

(h) Redemption of Refunded Bonds. The Outstanding Bonds shall be redeemed on \_\_\_\_\_. The Municipality has heretofore delivered or caused to be delivered a notice of redemption for such Outstanding Bonds to the registration and paying agent for the Outstanding Bonds, and no further action shall be required of the Escrow Agent to provide notice of redemption therefor.

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## SECTION 3.

## CONCERNING THE AGENT

(a) Appointment of Agent. The Municipality hereby appoints the Agent as escrow agent under this Agreement.

(b) Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

(c) Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of its obligations, or to protect any of the Municipality's rights under any bond proceedings or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Municipality. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Municipality in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

(d) Permitted Acts. The Agent and its affiliates may become the owner of or may deal in

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the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

(e) Exculpation of Funds of Agent. Except as set forth in Section 3(c), none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

(f) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest or premium on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2 hereof.

(g) Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

(h) Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Municipality and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Municipality shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Shelby County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3(g). The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(i) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3(g) hereof and shall fail to resign after written request therefor by the Municipality or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting

or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Municipality may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Municipality for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3(g). Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Municipality and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3(j) hereof.

(j) Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Municipality and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Municipality or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3(g) hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3(g) hereof.

(k) Payment to Agent. The Municipality agrees to pay the Agent, as reasonable and proper compensation under this Agreement a one-time fee of \$\_\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Municipality agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred

by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the Municipality agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Municipality and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the Municipality and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

#### SECTION 4.

#### MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the Municipality, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Municipality; provided, however, that the Municipality and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The Municipality hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue



date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Municipality.

(b) Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(d) Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Municipality:

Board of Mayor and Aldermen of City of Bartlett, Tennessee  
P.O. Box 341148  
Bartlett, Tennessee 38134-1148  
Attn: Dick Phebus, Director of Finance

To the Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Municipality and the Agent may designate in writing any further or different addresses to

which subsequent notices, requests, communications or other papers shall be sent.

(e) Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

(f) Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

(g) Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*(signature page follows)*

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be signed in its name by its Mayor and attested by its City Clerk and the official seal of the Municipality to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.

CITY OF BARTLETT, TENNESSEE

By: \_\_\_\_\_  
A. Keith McDonald, Mayor

(SEAL)

\_\_\_\_\_  
Stefanie McGee, City Clerk

\_\_\_\_\_  
as Escrow Agent

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

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## EXHIBIT A

**Debt Service Schedule of Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2005, dated September 29, 2005, maturing \_\_\_\_\_ through \_\_\_\_\_, inclusive, to the Redemption Date, With Name and Phone Number of the Paying Agent and Date and Amount of Redemption**

| Payment <u>Date</u> | Principal<br><u>Payable</u> | Principal<br><u>Redeemed</u> | Interest<br><u>Payable</u> | Redemption<br><u>Premium</u> | Total Debt<br><u>Service</u> |
|---------------------|-----------------------------|------------------------------|----------------------------|------------------------------|------------------------------|
|---------------------|-----------------------------|------------------------------|----------------------------|------------------------------|------------------------------|

TOTAL

Paying Agent: \_\_\_\_\_  
with agent offices in \_\_\_\_\_, \_\_\_\_\_

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## EXHIBIT B

Government Securities  
[U.S. Treasury Notes]AmountInterest RateMaturity DateIssue DateTotal Cost of Securities:  
Initial Cash Deposit:

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EXHIBIT C  
ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

| Period<br>Ending | Principal | Coupon | Interest   | Debt Service | Annual<br>Debt Service |
|------------------|-----------|--------|------------|--------------|------------------------|
| 03/01/2014       |           |        | 33,777.78  | 33,777.78    |                        |
| 09/01/2014       | 150,000   | 5.000% | 47,500.00  | 197,500.00   | 231,277.78             |
| 03/01/2015       |           |        | 43,750.00  | 43,750.00    |                        |
| 09/01/2015       | 155,000   | 5.000% | 43,750.00  | 198,750.00   | 242,500.00             |
| 03/01/2016       |           |        | 39,875.00  | 39,875.00    |                        |
| 09/01/2016       | 170,000   | 5.000% | 39,875.00  | 209,875.00   | 249,750.00             |
| 03/01/2017       |           |        | 35,625.00  | 35,625.00    |                        |
| 09/01/2017       | 175,000   | 5.000% | 35,625.00  | 210,625.00   | 246,250.00             |
| 03/01/2018       |           |        | 31,250.00  | 31,250.00    |                        |
| 09/01/2018       | 180,000   | 5.000% | 31,250.00  | 211,250.00   | 242,500.00             |
| 03/01/2019       |           |        | 26,750.00  | 26,750.00    |                        |
| 09/01/2019       | 50,000    | 5.000% | 26,750.00  | 76,750.00    | 103,500.00             |
| 03/01/2020       |           |        | 25,500.00  | 25,500.00    |                        |
| 09/01/2020       | 50,000    | 5.000% | 25,500.00  | 75,500.00    | 101,000.00             |
| 03/01/2021       |           |        | 24,250.00  | 24,250.00    |                        |
| 09/01/2021       | 55,000    | 5.000% | 24,250.00  | 79,250.00    | 103,500.00             |
| 03/01/2022       |           |        | 22,875.00  | 22,875.00    |                        |
| 09/01/2022       | 55,000    | 5.000% | 22,875.00  | 77,875.00    | 100,750.00             |
| 03/01/2023       |           |        | 21,500.00  | 21,500.00    |                        |
| 09/01/2023       | 60,000    | 5.000% | 21,500.00  | 81,500.00    | 103,000.00             |
| 03/01/2024       |           |        | 20,000.00  | 20,000.00    |                        |
| 09/01/2024       | 65,000    | 5.000% | 20,000.00  | 85,000.00    | 105,000.00             |
| 03/01/2025       |           |        | 18,375.00  | 18,375.00    |                        |
| 09/01/2025       | 65,000    | 5.000% | 18,375.00  | 83,375.00    | 101,750.00             |
| 03/01/2026       |           |        | 16,750.00  | 16,750.00    |                        |
| 09/01/2026       | 70,000    | 5.000% | 16,750.00  | 86,750.00    | 103,500.00             |
| 03/01/2027       |           |        | 15,000.00  | 15,000.00    |                        |
| 09/01/2027       | 75,000    | 5.000% | 15,000.00  | 90,000.00    | 105,000.00             |
| 03/01/2028       |           |        | 13,125.00  | 13,125.00    |                        |
| 09/01/2028       | 75,000    | 5.000% | 13,125.00  | 88,125.00    | 101,250.00             |
| 03/01/2029       |           |        | 11,250.00  | 11,250.00    |                        |
| 09/01/2029       | 80,000    | 5.000% | 11,250.00  | 91,250.00    | 102,500.00             |
| 03/01/2030       |           |        | 9,250.00   | 9,250.00     |                        |
| 09/01/2030       | 85,000    | 5.000% | 9,250.00   | 94,250.00    | 103,500.00             |
| 03/01/2031       |           |        | 7,125.00   | 7,125.00     |                        |
| 09/01/2031       | 90,000    | 5.000% | 7,125.00   | 97,125.00    | 104,250.00             |
| 03/01/2032       |           |        | 4,875.00   | 4,875.00     |                        |
| 09/01/2032       | 95,000    | 5.000% | 4,875.00   | 99,875.00    | 104,750.00             |
| 03/01/2033       |           |        | 2,500.00   | 2,500.00     |                        |
| 09/01/2033       | 100,000   | 5.000% | 2,500.00   | 102,500.00   | 105,000.00             |
|                  | 1,900,000 |        | 860,527.78 | 2,760,527.78 | 2,760,527.78           |

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## Sources:

|                |              |
|----------------|--------------|
| Bond Proceeds: |              |
| Par Amount     | 1,900,000.00 |
| Premium        | 186,740.20   |
|                | <hr/>        |
|                | 2,086,740.20 |
|                | <hr/>        |

## Uses:

|                                |                 |
|--------------------------------|-----------------|
| Project Fund Deposits:         |                 |
| Long Term Water Sewer Projects | 1,375,000.00    |
| Refunding Escrow Deposits:     |                 |
| Cash Deposit                   | 671,998.88      |
| Delivery Date Expenses:        |                 |
| Cost of Issuance               | 23,935.44       |
| Underwriter's Discount         | <hr/> 13,300.00 |
|                                | 37,235.44       |
| Other Uses of Funds:           |                 |
| Additional Proceeds            | 2,505.88        |
|                                | <hr/>           |
|                                | 2,086,740.20    |
|                                | <hr/>           |

EXHIBIT D

## ENGAGEMENT LETTER

[Letterhead of Bass, Berry &amp; Sims PLC]

\_\_\_\_\_, 2013

City of Bartlett, Tennessee  
 Bartlett, Tennessee  
 Attention: A. Keith McDonald, Mayor

**Re: Issuance of Not to Exceed \$2,090,000 in Aggregate Principal Amount of Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2013.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Bartlett, Tennessee (the "Issuer"), in connection with the



issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain projects of the Issuer's water and sewer system, to refund certain outstanding water and sewer revenue and tax bonds of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. It is anticipated that the Bonds will be sold at competitive sale.

### SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the

course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - 3) Rendering advice that the official statement or other disclosure documents

- i) Do not contain any untrue statement of a material fact or
  - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$10,000. If the Bonds are issued only to finance projects of the water and sewer system and pay costs of issuance and not to refund certain outstanding water and sewer revenue and tax bonds, our fee will be \$5,000. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Commercial Appeal*, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

### OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

### CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

#### CITY OF BARTLETT, TENNESSEE:

By: \_\_\_\_\_ A.  
Keith McDonald, Mayor

#### BASS, BERRY & SIMS PLC:

By: \_\_\_\_\_ Karen  
S. Neal, Member

12352045.1

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

**ORDINANCE (ID # 1101)**

Meeting: 10/08/13 07:00 PM  
Department: Personnel  
Category: Amendment  
Prepared By: Stefanie McGee  
Initiator: Peter Voss  
Sponsors:  
DOC ID: 1101

# Ordinance 13-13, an ordinance to amend the City's Occupational Safety and Health Program Plan as referenced throughout Codified Ordinance Title 4, Chapter 2 to add a section titled Discrimination Investigations and Sanctions.

**WHEREAS**, the City of Bartlett established an Occupational Safety and Health Program for its employees via Ordinance in 1974 and updated in 2003; and

**WHEREAS**, the State of Tennessee Department of Labor and Workplace Development, Occupational Safety and Health, has requested Tennessee counties and municipalities update such programs; and

## **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND**

**ALDERMEN**, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Bartlett hereby updates the Occupational Safety and Health Program Plan for our employees and amends the plan as follows:

### **Section 1.**

Integration of TOSHA/OSHA website links throughout the attached plan to access Recordkeeping Forms and Standard Compliance Information.

### **Section 2.**

#### **Addition of Section XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS**

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health. DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

The former Section XVI will now be Section XVII, but the text remains the same.

The former Appendix II. Organizational Chart has been integrated into Appendix I. Work

Locations (Organizational Chart).

### Section 3.

#### SEVERABILITY

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

**Section 4. 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: September 10 2013  
 Second Reading: September 24, 2013  
 Third Reading: October 8, 2013

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

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

ATTEST: \_\_\_\_\_  
 Stefanie McGee  
 City Clerk

**RESULT:**      **APPROVED ON THIRD AND FINAL RE [UNANIMOUS]**  
**MOVER:**      Jack Young, Vice Mayor  
**SECONDER:**   Emily Elliott, Alderman  
**AYES:**        Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM FOR THE  
EMPLOYEES OF THE CITY OF BARTLETT**

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## I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the **City of Bartlett**.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The **City of Bartlett** in electing to update and maintain an effective occupational safety and health program plan for its employees shall,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine program effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the occupational and health program.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this program, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

## II. DEFINITIONS

For the purposes of this program plan, the following definitions apply:

- a. COMMISSIONER OF LABOR AND WORKFORCE DEVELOPMENT means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the **City of Bartlett** and includes each administrative department, board, commission, division, or other agency of the **City of Bartlett**.
- c. DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or DIRECTOR means the person designated by the establishing Ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the occupational safety and health program for the employees of the **City of Bartlett**.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department,



- board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as volunteers provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
  - g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
  - h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
  - i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
  - j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
  - k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
    - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
    - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSHAct shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, Mayor, City Manager, General Manager, etc., as may be applicable.

### III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from any unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary

- to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this program and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSHAct or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this program may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this program, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this program.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this program shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object



thereto on religious grounds, except where such is necessary for the protection of the health or safety of others, or when a medical examination may be reasonably required for performance of a specific job.

- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Director as soon as possible, but not later than two (2) hours after their occurrence.

## V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
  - 1. The Safety Director may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this program.
  - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Director.
  - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this program.
  - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this program.
  - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
  - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
  - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
  - 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
  - 9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this occupational safety and health program within their respective areas.
  - 1. The administrative or operational head shall follow the directions of the Director on all issues involving occupational safety and health of employees as set forth in this plan.
  - 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Director within the abatement period.
  - 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
  - 4. The administrative or operational head shall investigate all occupational accidents, injuries, or

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illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

## **VI. STANDARDS AUTHORIZED**

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 or which may, in the future, be developed and promulgated. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

## **VII. VARIANCE PROCEDURE**

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer
    - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.



- ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
  - iii. Has an effective Program Plan for coming into compliance with the standard as quickly as possible.
- 2. The employee is engaged in an experimental program as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

## VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to [www.osha.gov](http://www.osha.gov) and click on Recordkeeping Forms located on the home page.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

## IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.



- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

## **X. EDUCATION AND TRAINING**

- a. Safety Director and/or Compliance Inspector(s):
  - 1. Arrangements will be made for the Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
  - 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

- b. All Employees (including Managers and Supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

- 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury (such as falls, electrocution, crushing injuries (e.g., trench cave-ins), and being struck by material or equipment).
- 2. Instruct employees who are required to handle poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the potential hazards, proper handling procedures, personal protective measures, personal hygiene, etc., which may be required.
- 3. Instruct employees who may be exposed to environments where harmful plants or animals are present of the hazards of the environment, how to best avoid injury or exposure, and the

first aid procedures to be followed in the event of injury or exposure.

4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck By/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
  - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4') in depth such as pits, tubs, vaults, and vessels.
  - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
  - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## **XI. GENERAL INSPECTION PROCEDURES**

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this program, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
  1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.



- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create a misleading impression of conditions in an establishment.
  - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
  - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
  - 2. Records are made of the inspections and of any discrepancies found and are forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Said inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## **XII. IMMINENT DANGER PROCEDURES**

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
  - 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
  - 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
  - 5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.

6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.

b. Refusal to Abate.

1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and/or Chief Executive Officer immediately.
2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

### **XIII. ABATEMENT ORDERS AND HEARINGS**

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
  1. Issue an abatement order to the head of the worksite.
  2. Post, or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  1. The standard, rule, or regulation which was found to violated.
  2. A description of the nature and location of the violation.
  3. A description of what is required to abate or correct the violation.
  4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

### **XIV. PENALTIES**

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this program.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:



1. Oral reprimand
2. Written reprimand
3. Suspension for three (3) or more working days
4. Termination of employment

## **XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION**

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (Ordinance, or executive order) enabling this Occupational Safety and Health Program which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this program or when relevant in any proceeding under this program. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

## **XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS**

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health. DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency or Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

## **XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED**

- a. Compliance with any other law, statute, Ordinance, or executive order, as applicable, which regulates safety and health in employment and places of employment shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, Ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, Ordinance, or executive order, as applicable, is specifically repealed.

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Signature: Safety Director, Occupational Safety and Health and Date

# OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN - APPENDIX 1

## ORGANIZATIONAL CHART

| Department                            | Address                   | Phone        | Number of Employees | Notes                                                                         |
|---------------------------------------|---------------------------|--------------|---------------------|-------------------------------------------------------------------------------|
| City Hall                             | 6400 Stage Road           | 901-385-6400 | 42                  | Includes Mayor's Office, Finance, Personnel, City Clerk and Legislative Board |
| Fire Department Admn                  | 2939 Altruria             | 901-385-5536 | 7                   | Administrative Offices<br>Fire Chief Terry Wiggins                            |
| Fire Station 1                        | 2939 Altruria             | 901-385-3323 | 24                  |                                                                               |
| Fire Station 2                        | 5996 Memphis-Arlington    | 901-385-5546 | 12                  |                                                                               |
| Fire Station 3                        | 7855 Memphis-Arlington    | 901-385-6414 | 18                  |                                                                               |
| Fire Station 4                        | 6875 Old Brownsville Road | 901-385-6445 | 18                  |                                                                               |
| Fire Station 5                        | 3725 Brunswick Road       | 901-382-2626 | 18                  |                                                                               |
| City Court                            | 3730 Appling Road         | 901-385-5580 | 11                  | Includes judges and prosecutors<br>Bill Lloyd - Court Clerk                   |
| Parks and Recreation<br>Adminstration | 5868 Stage Road           | 901-385-5590 | 3                   | Administrative Offices<br>David Thompson - Director                           |
| Senior Center                         | 5727 Woodlawn             | 901-6439     | 4                   | Candace Ward - Facility Manager                                               |
| Singleton Community<br>Center         | 7266 Third Road           | 901-385-5593 | 56                  | Shan Criswell - Facility Manger                                               |
| Parks & Recreation<br>Athletics       | 7266 Third Road           | 901-385-5592 | 63                  | Keith Richardson - Division Manager                                           |
| Bartlett Recreation Center            | 7700 Flaherty Place       | 901-385-6470 | 67                  | Tawney Walker - Facility Manger                                               |

# OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN - APPENDIX 1

## ORGANIZATIONAL CHART

| Department                          | Address                 | Phone        | Number of Employees | Notes                                               |
|-------------------------------------|-------------------------|--------------|---------------------|-----------------------------------------------------|
| Parks Maintenance Shop              | 3179 N. Germantown Road | 901-385-5582 | 16                  | Edward (Bo) Maharrey - Division Manager             |
| Performing Arts & Conference Center | 3663 Appling Road       | 901-385-6440 | 7                   | Ron Jewell - Director                               |
| Public Works                        | 3585 Altruria Road      | 901-385-5570 | 5                   | Administrative Offices<br>Bill Yearwood - Director  |
| Fleet Services Shop                 | 3583 Altruria Road      | 901-385-5571 | 9                   | Steve Massey - Division Manager                     |
| General Maintenance                 | 3587 Altruria Road      | 901-385-5586 | 14                  | Matt Crenshaw - Division Manager                    |
| General Services                    | 3585 Altruria Road      | 901-385-5570 | 3                   | Don Werling - Division Manager                      |
| Sign Maintenance                    | 3587 Altruria Road      | 901-385-5586 | 2                   | Christopher Stafford - Sign Tech.                   |
| Water/Waste Water maintenance       | 3587 Altruria Road      | 901-385-5586 | 21                  | Matt Crenshaw - Division Manager                    |
| Grounds Maintenance                 | 7662 Highway 70         | 901-385-6489 | 13                  | Aaron Davidson - Division Manager                   |
| Animal Shelter                      | 5220 Shelter Run Lane   | 901-385-6484 | 9                   | Angela Klein - Division Manager                     |
| Solid Waste                         | 5250 Shelter Run Lane   | 901-385-6486 | 40                  | Ronnie Caldwell - Division Manager                  |
| Bartlett Station Municipal Center   | 5868 Stage Road         | 901-380-4771 | 14                  | Cynthia Black - Facility Manager                    |
| Engineering                         | 6382 Stage Road         | 901-385-6499 | 10                  | Administrative Office<br>Rick McClanahan - Director |

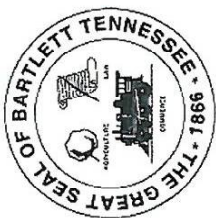


# OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN - APPENDIX 1

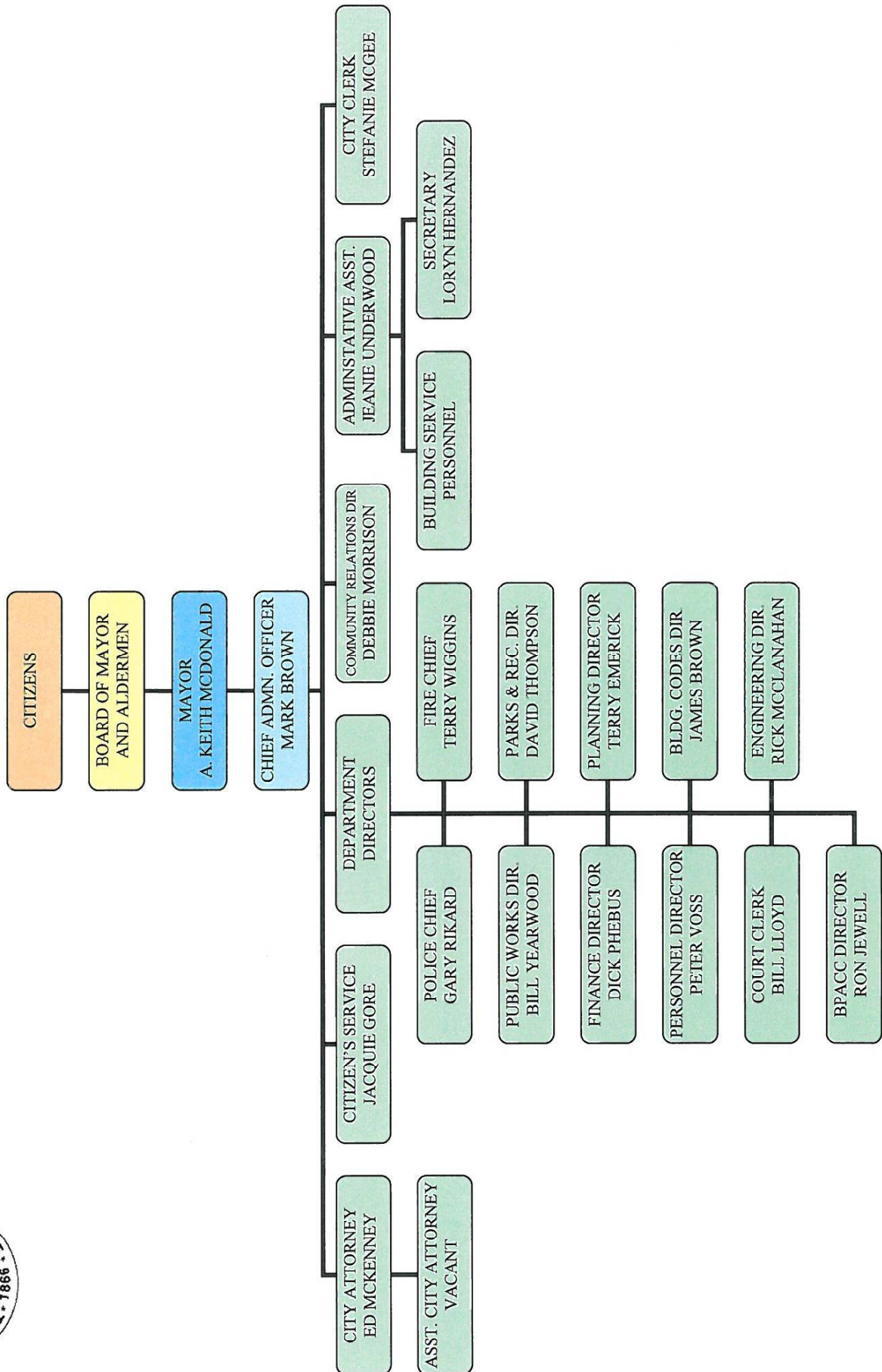
## ORGANIZATIONAL CHART

| Department                 | Address                 | Phone         | Number of Employees | Notes                                                      |
|----------------------------|-------------------------|---------------|---------------------|------------------------------------------------------------|
| Water Plant 1              | 3585 Altruria Road      | 901-385-5570  | 0                   |                                                            |
| Water Plant 2              | 5727 Woodlawn           | None          | 0                   |                                                            |
| Water Plant 3              | 3183 N. Germantown Road | 901-385-6406  | 4                   | Greg Engstrund - Manager Water Treatment                   |
| Water Plant 4              | 4751 Ardie Road         | None          | 2                   |                                                            |
| Wastewater Treatment Plant | 5258 Shelter Run Lane   | 901-385-6450  | 2                   | Larry Gamblin - Manager Sewer Treatment                    |
| Police                     | 3730 Appling Road       | 901-385-5500  | 138                 | Administrative, Jail, Dispatch<br>Police Chief Gary Rikard |
| Police West Precinct       | 5868 Stage Road         | 901-385-5510  | 27                  | Crossing Guards, Public Information,<br>Narcotics          |
| Code Enforcement           | 6382 Stage Road         | 901-385-6425  | 10                  | Jim Brown - Director                                       |
| Planning                   | 6382 Stage Road         | 901-385-6417  | 3                   | Terry Emerick - Director                                   |
| Citizens Services          | 6382 Stage Road         | 901-385-6429  | 1                   | Jaquie Gore - Director                                     |
| Community Relations        | 5868 Stage Road         | 901-385-5589  | 1                   | Debbie Morrison - Director                                 |
|                            |                         | <b>TOTAL:</b> | <b>694</b>          |                                                            |





# CITY OF BARTLETT ORGANIZATION CHART JULY 1, 2013



## OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

### APPENDIX - II NOTICE TO ALL EMPLOYEES

#### NOTICE TO ALL EMPLOYEES OF THE CITY OF BARTLETT

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this program which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or Chief Administrative Officer.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Safety Director and Chief Administrative Officer for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the **City of Bartlett** is available for inspection by any employee at the Personnel Office during regular office hours.

\_\_\_\_\_  
Signature: MAYOR AND DATE

## OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

## APPENDIX - III PROGRAM PLAN BUDGET

## STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the City of Bartlett Tennessee has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

---

Mayor and Date

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

### APPENDIX - IV ACCIDENT REPORTING PROCEDURES

Note: All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported by phone to the Commissioner of Labor and Workforce Development within eight (8) hours.

There are six important steps required by the OSHA recordkeeping system:

1. Obtain a report on every injury/illness requiring medical treatment (other than first aid).
2. Record each injury/illness on the OSHA Form No. 300 according to the instructions provided.
3. Prepare a supplementary record of occupational injuries and illnesses for recordable cases either on OSHA Form No. 301 or on worker's compensation reports giving the same information.
4. Every year, prepare the annual summary (OSHA Form No. 300A); post it no later than February 1, and keep it posted until April 30.
5. Retain these records for at least 5 years.
6. Complete the Survey of Occupational Injuries/Illness and mail it to Labor Research and Statistics, when requested.

Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours, after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

Since a Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all supervisors will submit a City of Bartlett Accident/Injury Investigation Report to the Safety Director and will provide one (1) copy of the written report to the record keeper. This report shall include the following information as a minimum:

1. Accident location, if different from employers mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.





# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

## RESOLUTION (ID # 1097)

Meeting: 10/08/13 07:00 PM  
Department: Planning and Economic Development  
Category: Special use permit  
Prepared By: Stefanie McGee  
Initiator: Terry Emerick  
Sponsors:  
DOC ID: 1097

### Resolution 15-13, a Resolution approving a Special Use Permit for Sale of Used Video Games in a Retail Store Named "Game Xchange," 6832 and 6836 Stage Road.

**WHEREAS**, an application has been made for a Special Use Permit for sale of used video games in the Game Xchange, 6832 and 6836 Stage Road.

**WHEREAS**, the Planning Commission reviewed the proposed Special Use Permit for Game Xchange, on September 3, 2013, in accordance with their regulations and recommended APPROVAL of the special use permit; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on October 8<sup>th</sup>, 2013, and approved the Special Use Permit for Game Xchange, 6832 and 6836 Stage Road to sell used video games in a retail store in Bartlett, subject to the following condition:

The applicant shall obtain Design Review Commission approval prior to installing any signage and making any changes to the exterior storefront.

**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 for Game Xchange, 6832 and 6836 Stage Road, incorporating the above listed conditions, is approved.

ADOPTED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2013.

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

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

Attest: \_\_\_\_\_

Stefanie McGee, City Clerk

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



## The Bray-Davis Firm, LLC.

2950 Stage Plaza North  
Bartlett, Tennessee 38134

Telephone 901-383-8668  
Fax 901-383-8720

August 2, 2013

Terry Emerick  
Director  
Department of Planning and Economic Development  
6382 Stage Road  
Bartlett, TN 38134

### **RE: SUP application - Game Xchange**

Mr. Emerick,

Please find attached an application for a Special Use Permit for Game Xchange to be located at 6832 and 6834 Stage Road in Lot 1 of the McCullar-Turley Subdivision (Plat Book 115, Page 18). The subject property is an existing strip shopping center in the C-H zoning district that contains 14 leasable bays. The proposed business will be located in two of the currently vacant bays. A Special Use Permit is required because the proposed retail enterprise includes the purchase of existing products for resale in addition to the sale of new product. Although Game Xchange does not deal exclusively in the sale of new items it is a compatible retail use with other "by right" uses within the zoning district. More information on this retail operation can be found at [www.gogamexchange.com](http://www.gogamexchange.com). An excerpt from the website detailing the stores history and philosophy is pasted below:

### **Our History**

Game X Change was started in 1992 as the original retail buy, sell, and trade of interactive entertainment software and hardware(video games). Game X Change operates over 20 corporate stores. Additionally there are over 30 franchisee operated stores located throughout the US.

Game X Change is headquartered in Northwest Arkansas, home of the world's largest retailer Wal-Mart. Part of the ownership team has gained valuable experience by working with a supplier of Wal-Mart, and using that experience in developing retail systems and technological improvements within Game X Change.

### **Our Philosophy**

#### **Customers drive our business decisions:**

When considering improvements to store policies, procedures, product, services, location, and layout we first ask ourselves, "Will this benefit the customer?"

#### **Create Customer Loyalty:**

The Game X Change franchise has a proven track record of creating customer loyalty by offering a fun, unique, and upscale shopping experience at a great value.



**Work On Business, Not In Business:**

Game X Change corporate promotes the success of their franchisees through tested and a proven operations system supported by technology, training, and industry relationships which frees up owners to work on improving their business.

If you have any questions or need any additional information, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Bray, P.E.", written in a cursive style.

David Gean Bray, P.E.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/08/13 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Sam Harris

Department Head: Terry Emerick

## Resolution 16-13, a Resolution Approving Amendments to the Planned Development Walker Farms PD.

**WHEREAS**, an application has been made for amendments to the Planned Development for Walker Farms P.D.,

**WHEREAS**, the Planning Commission reviewed the proposed amendments to the Planned Development for Walker Farms P.D. on September 3rd, 2013, in accordance with their regulations and recommended APPROVAL of the amendments to the Planned Development; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on October 8<sup>th</sup>, 2013 and approved the amendments to the Planned Development for Walker Farms P.D. The site contains approximately 158.21 acres and is located north of Old Brownsville Road and east of Kirby-Whitten Road. The existing planned development and conditions were recorded in Plat Book 225, Page 15 and Phase 1 final plat was recorded in Plat Book 245, Page 2 and consists of 80 lots on 43.63 acres of land, subject to the following conditions:

- The minimum heated floor area will remain 2,000 square feet.
- Replace the irrigation requirement for street trees, and add a requirement to plant Redbud trees in November. ALL of the trees shall be planted by the developer in the same planting season to ensure similar height/maturity. The maintenance of the trees is to become the responsibility of the Homeowners Association.
- Minimum rear yard setback will be reduced to 20-feet for lots on Farmland Way and Walker Farms Drive. A reduction in the minimum rear yard setback from 25-feet to 24-feet for all other lots. Corner lots are excluded from this as they do not have rear yard setbacks.
- Establish a requirement that a minimum of 70% of the exterior elevations of the homes be constructed in brick.
- All mailboxes will be identical in design.
- The developer/owner shall obtain Planning Commission approval, prior to the construction of the future phases of the planned development.
- Driveway locations other than shown on the recorded plat shall be pre-approved by the City Engineer and Code Enforcement prior to installation.

**WHEREAS**, the Board of Mayor and Aldermen have determined that the proposed amendments to the Planned Development for Walker Farms P.D. should be approved;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE**, that the amendments to the Planned Development for Walker Farms P.D., located north of Old Brownsville Road and east of Kirby-Whitten Road., incorporating the above listed conditions, are approved.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**ADOPTED THIS 8TH DAY OF OCTOBER 2013.**

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

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

Attest:\_\_\_\_\_

Stefanie McGee, City Clerk

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | Paula Sedgwick, Alderman                             |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



Bartlett Planning and  
Economic Development Department  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Application for Planned Development Approval to the Bartlett Planning Commission

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

Requested Uses Existing Residential Planned Development

Property Address +/-158.21 Acres North of Old Brownsville Rd, East of Kirby Whitten Road

Present Zoning RD-12, Planned Development

Owner/Developer Contact Trey Sowell Phone 901-620-3600

Company Name Walker Farms LLC Fax \_\_\_\_\_

Address 5050 Poplar Avenue, Memphis, TN 38157

Planning Consultant Mark Underwood Phone 901-457-0528

Company Name Property Solutions Fax \_\_\_\_\_

Address 784 Deans Creek Drive, Collierville, TN 38017

Engineer Contact \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Submitted by Mark Underwood *Mark A. Underwood* August 5, 2013  
(printed name) (signature) (date)

I, Trey Sowell, owner(s) of the property, hereby authorize the filing of this application.  
*Walker Farms, LLC*

☒ Attach a checked-off "Planned Development Checklist" and all items required therein.

\_\_\_\_ Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

\$2,000.00 Include a fee with this application (check payable to the City of Bartlett) of \$300.00 for five (5) acres or less, plus \$30.00 per acre (after the first five) to a maximum of \$2,000.00

Information to be entered by City staff only:

### Resubmittals

(See "Application Instructions: Planning Commission.")

| Resubmittal Description | Required Resubmittal Date/Time | Staff Initials |
|-------------------------|--------------------------------|----------------|
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |

6/23/09

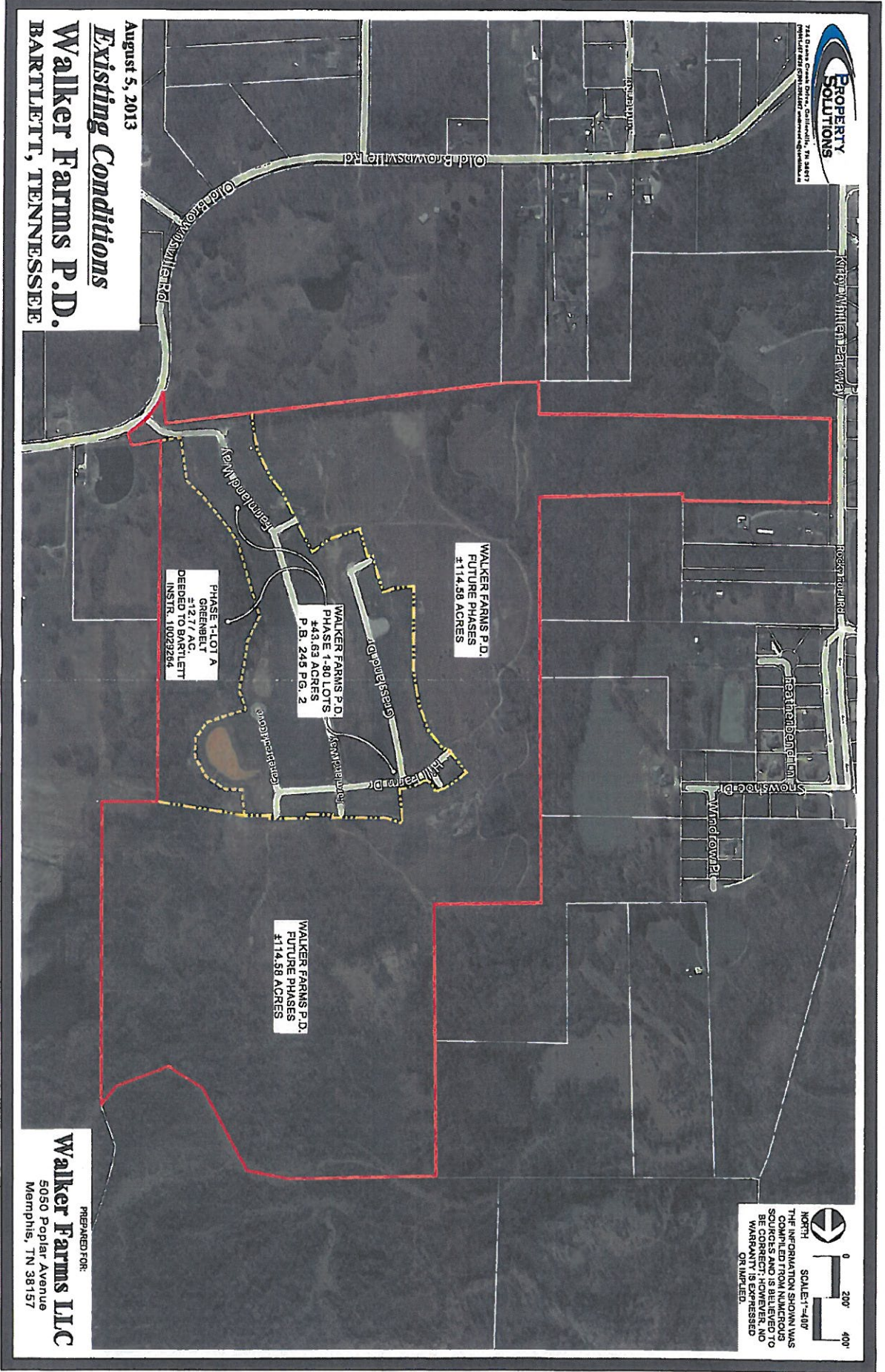
Page 1 of 2

**RECEIVED**  
*Aug 05 2013*  
**CITY OF BARTLETT**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



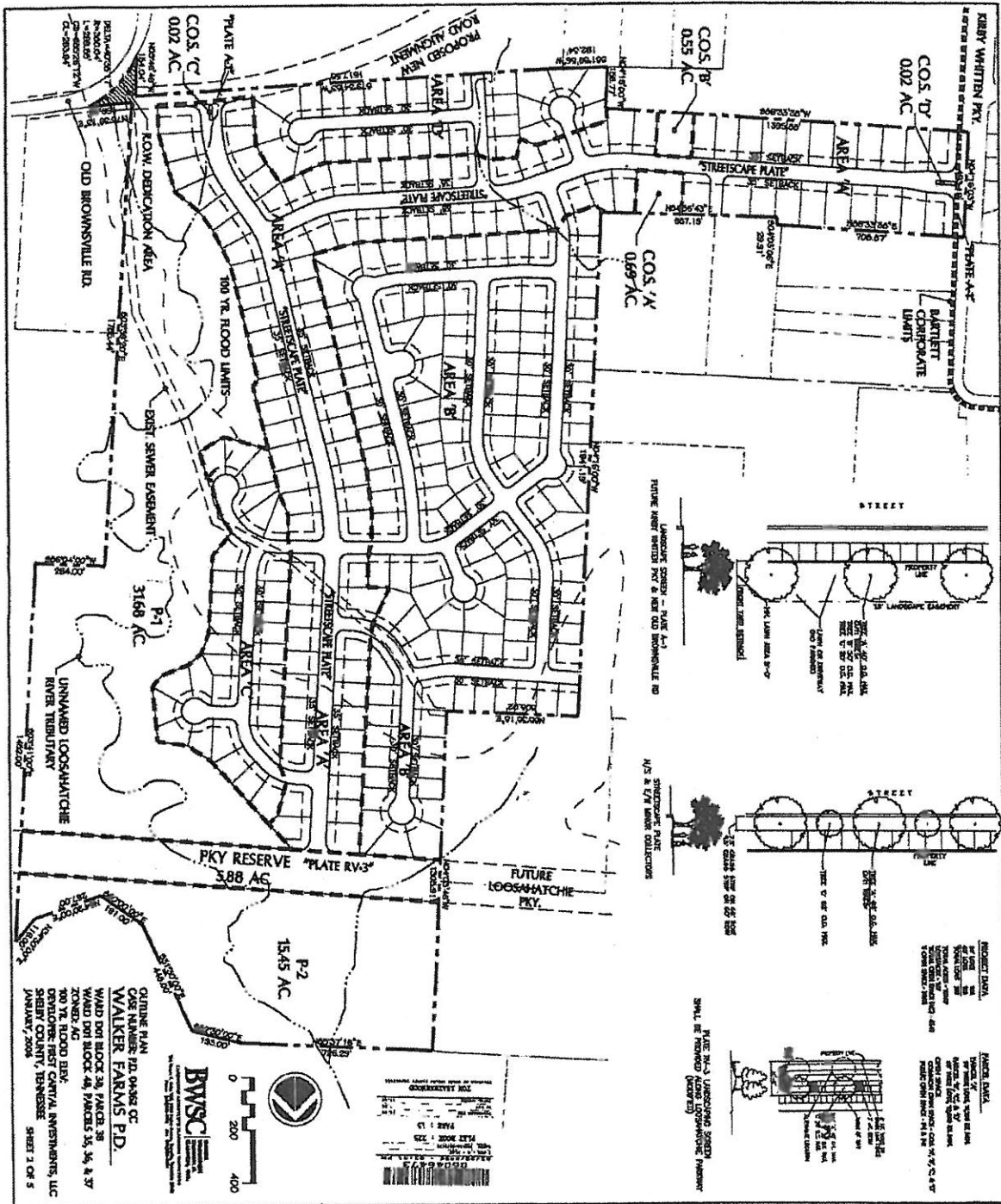
13016-PD-Ensl.dwg © Copyright: Property Solutions



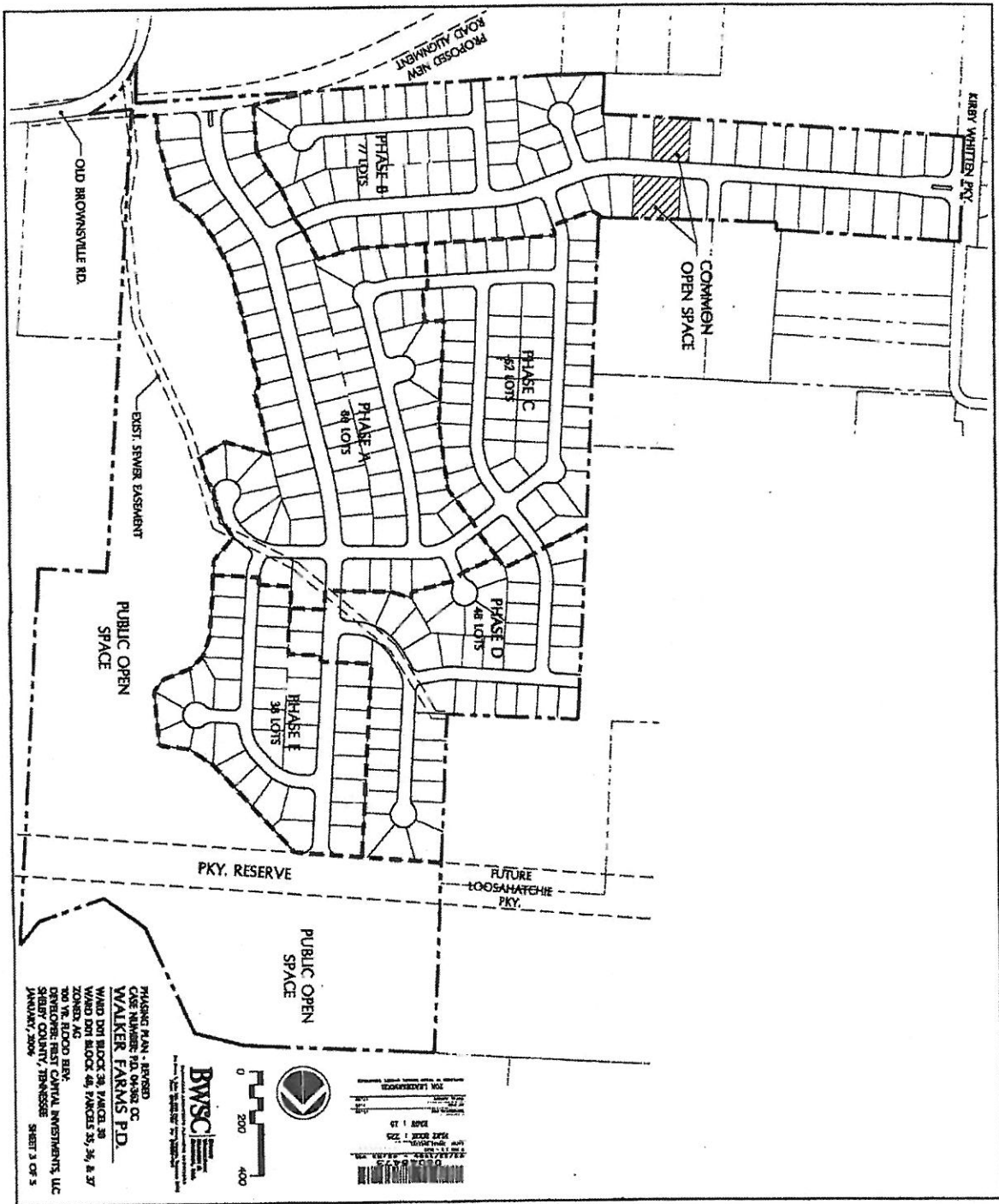
Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)











Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Packet Pg. 370

Office of Planning and Development Certificate

On this 22nd day of October 2013, the Board of the Memphis and Shelby County Land Use Control Board on Planning and approved by the Memphis City Council on 10/22/2013 BSCCOW 12-6-0204

By Mark J. Baker DATE 3/13/16

Director of Planning and Development

By Robert E. Goss (Date)

By Robert E. Goss (Date)

By Robert E. Goss (Date)

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By Robert E. Goss (Date)

By Robert E. Goss (Date)



OUTLINE PLAN CONDITIONS  
CASE NUMBER: PD 04-02-02  
WALKER FARMS P.D.

WARD DRY BLOCK 24, PARCELS 48  
WARD DRY BLOCK 44, PARCELS 35, 36, & 37  
ZONED: AG  
700 YR FLOOD ELEV.  
DEVELOPER: WEST CENTRAL INVESTMENTS, LLC  
SHELBY COUNTY, TENNESSEE  
JANUARY, 2008  
SHEET 8 OF 8



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED****AGENDA ITEM**

Meeting: 10/08/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

---

**Special event permit for the Ashley Scott 5K Race.**

---

**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Emily Elliott, Alderman**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





64.00

385-6434

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



3465 Kirby Whitten Rd. 38135  
 Address Zip Code

October 19, 2013 6 AM to 930 PM  
 Dates of the Event Hours of the Event

Ashtley Scott 5K Race  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett Baptist Church  
 Property Owner

Bolton High School 7323 Brunswick - Arlington  
 Special Event Permit Applicant Address of Applicant

901-873-8150 901-829-2435  
 Phone Number Fax Number

TN 38002

Check all items that apply:

For information call (901) 385-6425.

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

✓ \$60.00 Special Event Fee  
✓ \$4.00 Permit Issuing Fee

64.00 Total

Debra A. Orr 9-28-13  
 Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: Ashley Scott Memorial 5K Race  
 Location: Bartlett Baptist Church  
 Dates: October 19, 2013  
 Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          | ✓  |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.                                                                                                                                              |          |
| 2 |                          | ✓  |     | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | ✓   | Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                                   |          |
| 4 |                          |    | ✓   | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          |    | ✓   | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          |    | ✓   | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          |    | ✓   | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | ✓   | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

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

4.25/02

Page 3 of 9



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | ✓   | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | ✓  |     | <p><b>Traffic circulation.</b> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          | ✓  |     | <p><b>Street closings.</b> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          |    | ✓   | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          |    | ✓   | <i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |
| 17 |                          | ✓  |     | <i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 18 |                          |    | ✓   | <i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |

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

**Conditions**

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

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



### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | ✓                        | ✓  |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | ✓                        | ✓  |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 | ✓                        | ✓  |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 |                          |    | ✓   | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | ✓                        | ✓  |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 | ✓                        | ✓  |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 |                          |    | ✓   | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          |    | ✓   | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          |    | ✓   | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          |    | ✓   | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

**Special event permit - authorization by Permitting Official**

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

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

**Laura Jenkins**

---

**From:** DEBORAH C WILLIAMS <WILLIAMSDC@scsk12.org>  
**Sent:** Saturday, September 21, 2013 6:12 AM  
**To:** Laura Jenkins  
**Subject:** FW: October 19th Ashley Scott 5k  
**Attachments:** Binder.pdf  
**Importance:** High

Hi Laura,

I got all the information we needed last night around 5:00. Below is the email from Bartlett Baptist Church and I have attached the insurance binder. Please confirm (asap) that we will be on the agenda at the Mayor Alderman meeting on Tuesday. I appreciate your help and look forward to hearing from you on Monday.

Thanks,

Deborah Williams  
 Bolton High School

---

**From:** Chris Cara <[chris@bartlett baptist.org](mailto:chris@bartlett baptist.org)>  
**Organization:** Bartlett Baptist Church  
**Reply-To:** "[chris@bartlett baptist.org](mailto:chris@bartlett baptist.org)" <[chris@bartlett baptist.org](mailto:chris@bartlett baptist.org)>  
**Date:** Friday, September 20, 2013 4:50 PM  
**To:** Shelby Teacher <[williamsd c@scsk12.org](mailto:williamsd c@scsk12.org)>  
**Subject:** October 19th Ashley Scott 5k

Mrs. Deborah Williams,

This letter is to confirm that Bartlett Baptist Church has granted the use of its property on October 19<sup>th</sup>, 2013, from approximately 6am to 10 am, for the Ashley Scott 5k run. We look forward to a safe event and wish you a great turn out. Our only request is that we be named as additional insured in the event insurance policy. Please send a copy of the policy prior to the event. If you have any questions, please do not hesitate in contacting me at the number below.

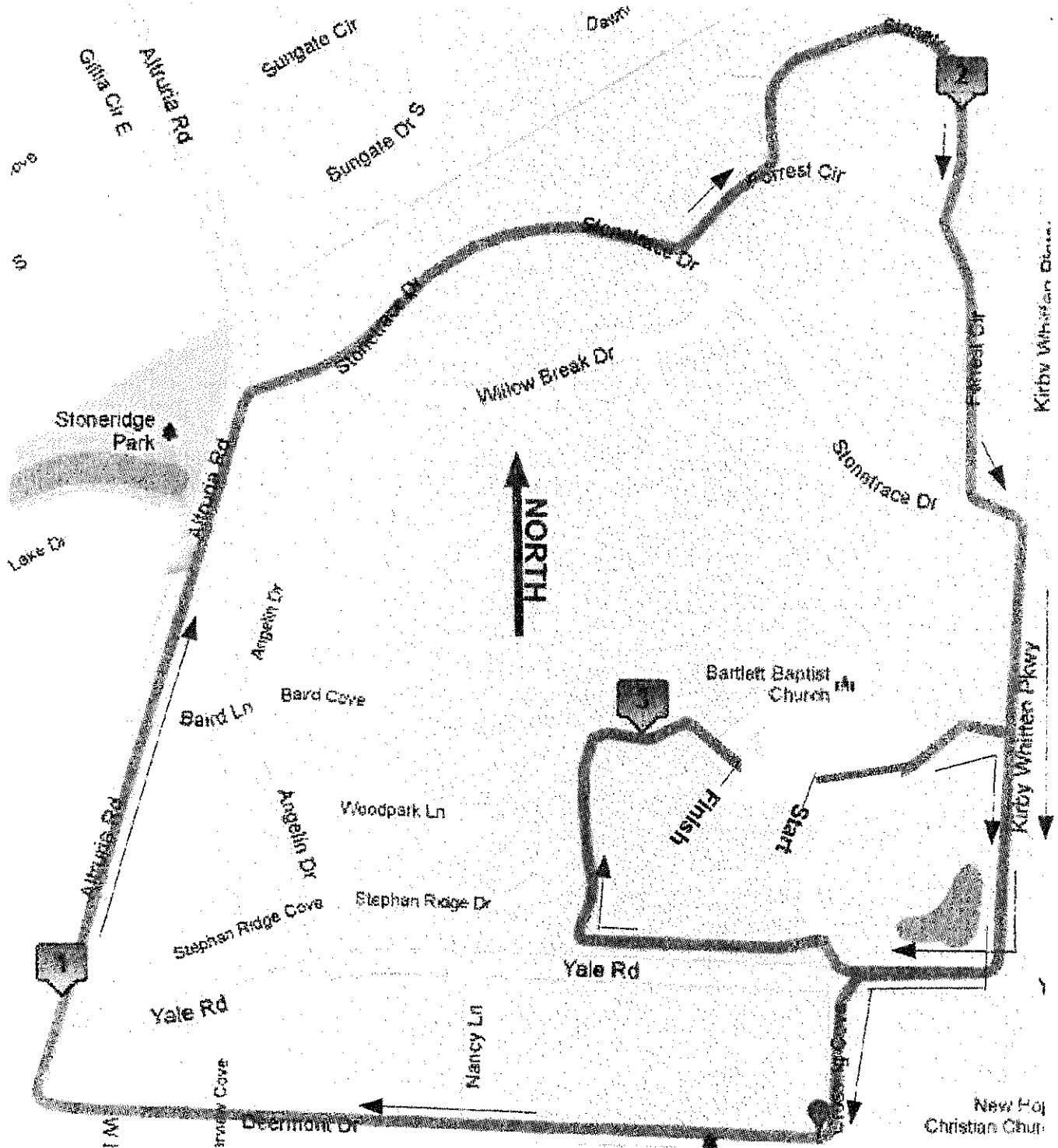
Thanks!

Loving Serving Him,

Chris Cara  
 Facility Manager  
 Bartlett Baptist Church  
 901.848.4032 cell

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

# Bartlett Valentine 5K TN13004MS



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

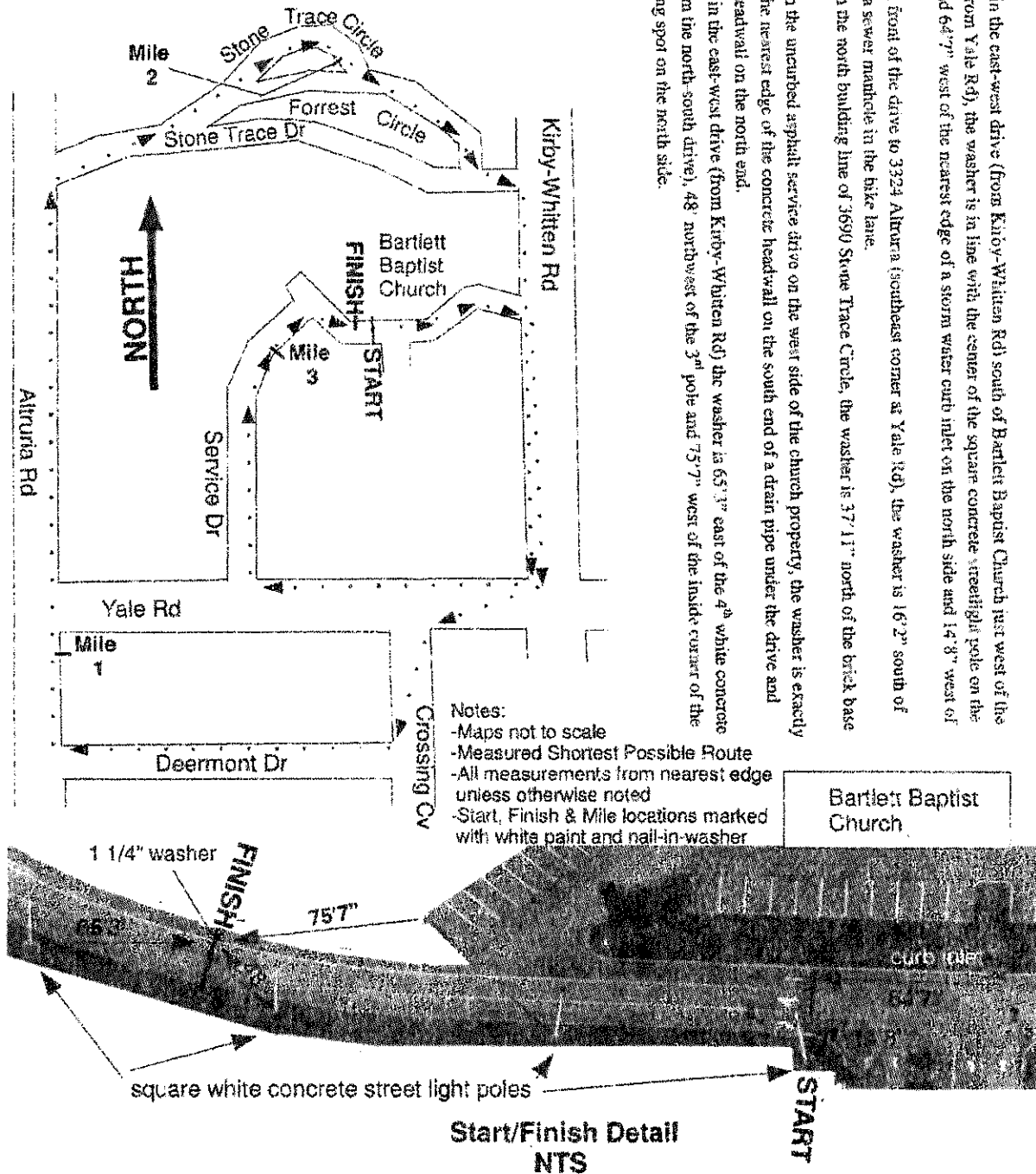


USATF Certificate TN13004MS

Effective 01/19/2013 to 12/31/2023

## VALENTINE 5K RUN Bartlett, TN

Measured 1/8/2013 by Rob Hunter & Lane Purser  
robhunter33@comcast.net 901-246-1565



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



3060 South Church Street P.O. Box 286  
 Burlington, North Carolina 27216  
 (Local) 336-584-8892  
 (Toll-Free) 800-334-5579  
 (FAX) 336-584-8880  
 (Claims FAX) 336-538-0094

### Binder Summary Sheet

**Insured:**

The Ashley Scott Memorial 5K , Race, Bolton High  
 School  
 7323 Brunswick Road  
 Arlington, TN 38002

**Producer:**

4102436  
 McDonald Insurance Agency  
 5820 Stage Rd  
 Bartlett, TN 38134  
 Producing Agent: Carolyn Shaw

**Insurer:**

Mesa Underwriters Specialty Insurance Company

**Effective/Expiration Date:** 10/19/2013 to 10/20/2013

Term: One Day

State: TN

**Binder ID:** IVZKG-P

Percent Earned: 100%

In accordance with your instructions, we have bound the following General Liability coverage; provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above.

Comments: CG0068 Recording And Distribution of Material Or Information In Violation Of Law Exclusion applies.  
 Excludes Athletic Participants

**General Liability:**

\$ 2,000,000 General Aggregate  
 \$ Excluded Products/Completed Operations Aggregate  
 \$ 1,000,000 Personal Injury/Advertising Injury  
 \$ 1,000,000 Each Occurrence Limit  
 \$ 50,000 Damage to Premises Rented to You  
 \$ 1,000 Medical Payments  
 \$ \*\*250 BI/PD/P&AI Deductible Per Claimant

39078 - Runathons

Days 1

\* Excludes Professional, Nuclear Energy, War, Punitive, Exemplary, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims in Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2007. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

, Abuse or Molestation Exclusion, Trampoline and Inflatable Exclusion, Exclusion – Amusement Devices, CG2104 Exclusion Products/Completed Ops. Hazard, Drywall Exclusion.

**Location 1: 3465 Kirby Whitten Road, Bartlett, TN 38135**

Code: 39078, Runathons, No alcohol

Coverage Type Basis User Adj. Rate

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

GL

\$1

200.0000

We have bound General Liability coverage provided we receive a properly completed application and a premium payment within 12 days of the effective date shown above. Please return a copy of this binder with your net premium check to TAPCO. Failure to remit the net premium within 12 days of the effective date shown above will nullify and void this binder.

Please note that this binder is for temporary insurance for a twelve-day period. This binder exists on its own terms and expires on its own terms. When a binder expires on its own terms, no coverage exists thereafter. Requirements for notice of cancellation to insureds do not apply to expired binder.

Any policy issued subsequent to this binder will be per the terms, coverages, limits and forms outlined in this binder. Differences in terms, coverages, limits and forms received on any application will NOT revise, change or update the policy at time of issuance. Any changes to this binder and any subsequent policy must be requested in writing by a separate request and any changes must be made by endorsement.

The insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Tennessee insurance statutes.

Mesa Underwriters Specialty Insurance Company,

|             |          |
|-------------|----------|
| GL Premium: | \$250.00 |
|-------------|----------|

|          |          |
|----------|----------|
| Premium: | \$250.00 |
|----------|----------|

|                |          |
|----------------|----------|
| Total Premium: | \$250.00 |
|----------------|----------|

|             |         |
|-------------|---------|
| Policy Fee: | \$50.00 |
|-------------|---------|

|      |         |
|------|---------|
| Tax: | \$15.00 |
|------|---------|

|        |          |
|--------|----------|
| Total: | \$315.00 |
|--------|----------|

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Binder ID: IVZKG-P



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/08/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for St Ann/St Vincent de Paul Yard Sale.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**

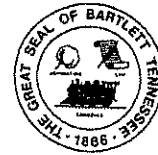
**MOVER:** Emily Elliott, Alderman

**SECONDER:** W.C. Pleasant, Alderman

**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





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

6529 STAGE RD 38134  
Address Zip Code  
10/19/13 6am - 1pm  
Dates of the Event Hours of the Event  
FUND RAISOR  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)  
ST ANN  
Property Owner  
ST VINCENT de PAUL 6529 STAGE  
Special Event Permit Applicant Address of Applicant  
901-373-6011  
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee  
\$4.00 Permit Issuing Fee  
No Fee Total

JOHN KETTER 9/27/13  
Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: ST ANN / ST VINCENT de PAUL: YARD SALE  
 Location: ST ANN School GYM 6529 STAGE RD  
 Dates: OCT 19, 2013

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | X                        |    |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.                                                                                                                                              |          |
| 2 |                          |    | X   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | X   | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 | X                        |    |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 | X                        |    |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 | X                        |    |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 | X                        |    |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 | ✓                        |    |     | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

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



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 | X                        |    |     | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 | X                        |    |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          |    | Y   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 | X                        |    |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 | X                        |    |     | <i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |
| 17 | X                        |    |     | <i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 18 | X                        |    |     | <i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |

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

## Conditions

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

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



### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | X                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | X                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 | X                        |    |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 | X                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | X                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 | X                        |    |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 | X                        |    |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 | X                        |    |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 | X                        |    |     | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 | X                        |    |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

### Special event permit - authorization by Permitting Official

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



St. Ann  
CATHOLIC CHURCH

September 10, 2012

Bartlett Code Enforcement  
6462 Stage Rd  
Bartlett, TN 38134  
Phone 385-6425

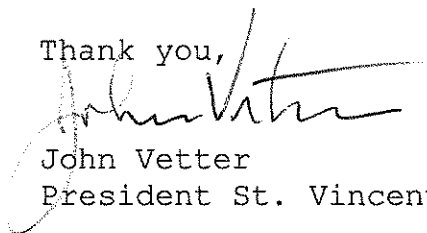
Re: Permit to display sign for Yard Sale

From St. Ann Catholic Church  
St. Vincent de Paul Society  
6529 Stage Rd  
Bartlett, TN 38134

Dear Sir/Madam

We are requesting a permit to display a sign to advertise for a yard/garage sale that will be held Saturday October 19, 2013, from 7AM to approximately 2PM in the old gym at St Ann School. This sign will be displayed from October 1, 2013, through the sale date. The sign would be about 8 ft. x 4 ft. The proceeds of this sale will be used to help the sick, poor and the needy who call the church asking for assistance to pay their utility bills, rent, prescriptions, groceries or medical bills etc.

Thank you,



John Vetter

President St. Vincent de Paul Society

## Certificate of Coverage

Date: 6/3/2013

|                                                                                                                                                                                     |                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certificate Holder</b><br>Bishop of the Diocese of Memphis and His Successors in<br>Office, Diocese of Memphis<br>Catholic Center<br>5825 Shelby Oaks Drive<br>Memphis, TN 38134 | This Certificate is issued as a matter of information only and<br>confers no rights upon the holder of this certificate. This certificate<br>does not amend, extend or alter the coverage afforded below. |
| <b>Covered Location</b><br>St. Ann Catholic Church<br>6529 Stage Road<br>Bartlett, TN 38134                                                                                         | <b>Company Affording Coverage</b><br>THE CATHOLIC MUTUAL RELIEF<br>SOCIETY OF AMERICA<br>10843 OLD MILL RD<br>OMAHA, NE 68154                                                                             |

## Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

| Type of Coverage                               | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits                     |         |
|------------------------------------------------|--------------------|-------------------------|--------------------------|----------------------------|---------|
| Property                                       |                    |                         |                          | Real & Personal Property   |         |
| D. General Liability                           | 8576               | 7/1/2013                | 7/1/2014                 | Each Occurrence            | 500,000 |
| <input checked="" type="checkbox"/> Occurrence |                    |                         |                          | General Aggregate          |         |
| <input type="checkbox"/> Claims Made           |                    |                         |                          | Products-Comp/OP Agg       |         |
|                                                |                    |                         |                          | Personal & Adv Injury      |         |
|                                                |                    |                         |                          | Fire Damage (Any one fire) |         |
|                                                |                    |                         |                          | Med Exp (Any one person)   |         |
| Excess Liability                               |                    |                         |                          | Each Occurrence            |         |
|                                                |                    |                         |                          | Annual Aggregate           |         |
| Other                                          |                    |                         |                          | Each Occurrence            |         |
|                                                |                    |                         |                          | Claims Made                |         |
|                                                |                    |                         |                          | Annual Aggregate           |         |
|                                                |                    |                         |                          | Limit/Coverage             |         |

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for St. Ann Catholic Church and School, Bartlett, TN, for the term of the certificate.

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Holder of Certificate</b> | <b>Cancellation</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 0277000344                   | Should any of the above described coverages be cancelled<br>before the expiration date thereof, the issuing company will<br>endeavor to mail <u>30</u> days written notice to the holder of<br>certificate named to the left, but failure to mail such notice shall<br>impose no obligation or liability of any kind upon the company,<br>its agents or representatives.<br>Authorized Representative <i>Michael A. [Signature]</i> |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/08/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for UPS/United Way/Special Olympics 5K Run.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:**        Emily Elliott, Alderman  
**SECONDER:**   W.C. Pleasant, Alderman  
**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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

3101 New Brunswick Rd 38134  
 Address Zip Code

11-2-13 9:00am 1:00pm  
 Dates of the Event Hours of the Event

UNITED Way FUND RAISER  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

UPS  
 Property Owner

3101 New Brunswick Rd  
 Special Event Permit Applicant Address of Applicant

901-385-6023 901-949-2765 901-348-4812  
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

Joyce Goodwin 10-2-13  
 Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: UPS United Way Special Olympics 5K Run  
 Location: UPS FACILITY 3101 NEW BRUNSWICK RD  
 Dates: 11-2-13

### Type of special event: (Check one.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input checked="" type="checkbox"/> <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p><input type="checkbox"/> <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p><input type="checkbox"/> <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p><input type="checkbox"/> <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. <b>Requires approval by the Board of Mayor and Aldermen.</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>NA</u> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | ✓                        |    |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a <b>commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.</b>                                                                                                                                       |          |
| 2 | ✓                        |    |     | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | NA  | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          |    | NA  | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          |    | NA  | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          |    | NA  | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          |    | NA  | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | NA  | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |



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

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments               |
|----|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 12 |                          |    | ✓   | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |                        |
| 13 |                          | ✓  |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                             | BPD<br>Approved<br>map |
| 14 |                          |    | ✓   | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          |    | ✓   | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          | ✓  |     | <p><i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 17 |                          | ✓  |     | <p><i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |
| 18 |                          |    | ✓   | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |

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



## Conditions

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

|    | Required<br>✓ or X | N/A |                                                                                                                                                                                                                                                            | Comments                               |
|----|--------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 22 | ✓                  |     | Limitations on signs.                                                                                                                                                                                                                                      | "Start" +<br>"Stop" on UPS<br>property |
| 23 | ✓                  |     | Temporary arrangements for parking and traffic circulation.                                                                                                                                                                                                |                                        |
| 24 | ✓                  |     | Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.                                                                                                                                          |                                        |
| 25 | ✓                  |     | Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.                                                                                                                    | 9am-1pm                                |
| 26 |                    | ✓   | The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval. |                                        |
| 27 | ✓                  |     | The provision of traffic control or security personnel to ensure the public safety and convenience.                                                                                                                                                        |                                        |
| 28 | ✓                  |     | Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.                       |                                        |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments                                          |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 29 | ✓                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |
| 30 | ✓                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |                                                   |
| 31 |                          |    | ✓   | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |                                                   |
| 32 | ✓                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |
| 33 | ✓                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   |
| 34 |                          | ✓  |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. | 5K Run<br>for<br>Special Olympics +<br>United Way |
| 35 |                          | ✓  |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |                                                   |
| 36 |                          | ✓  |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |
| 37 |                          | ✓  |     | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |                                                   |
| 38 |                          | ✓  |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |                                                   |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

### Special event permit - authorization by Permitting Official

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

# UPS 5K UNITED Way Run 11-2-2013

Joyce Goodwin - 901-949-2765

mapquest

3101 New Brunswick Rd  
Memphis, TN 38133-0230

Get Directions

3101 New Brunswick Rd  
Memphis, TN 38133-0230

Print Send Link/Embed

2013 Nissan LEAF \$199/mo. Top Seller Of New Nissan LEAF 100 LEAFs To Choose From 24m lease

Ford Car Dealer Search for Your New Ford Car with Our Dealer Locator.

Internet | Protected Mode: Off

Start at UPS Facility MAKE RIGHT ON New Brunswick to LAD  
AKE LADURL To Brunswick Rd <sup>Stop</sup> MAKE RIGHT ON STONEY GLEN AN  
FOLLOW LOOP BACK TO LADURL. MAKE RIGHT ON LADURL BACK TO  
IEW BRUNSWICK AND FOLLOW TO ELLIS. CROSS ELLIS AND FOLLOW  
TO NEW BRUNSWICK (New Section) to Brunswick. Turn Around and  
GO BACK TO UPS FACILITY.

3.5 miles

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)







## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/08/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for Cultural Council Event for Store Associates & Customers.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:** Emily Elliott, Alderman  
**SECONDER:** W.C. Pleasant, Alderman  
**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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



5995 STAGE RD. 38134  
 Address Zip Code

OCTOBER 12<sup>TH</sup> 2013 12PM - 4 PM  
 Dates of the Event Hours of the Event

CULTURAL COUNCIL EVENT FOR STORE ASSOCIATES AND CUSTOMER  
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

WEINGARTEN  
 Property Owner

KROGER 5995 STAGE RD.  
 Special Event Permit Applicant Address of Applicant

901-385-7090 901-385-2072  
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

STEVE CHISM 9-6-2013  
 Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: CULTURAL COUNCIL COOKOUT KAGBLE STACERO.

Location: 5995 STAGE RD.

Dates: OCTOBER 12TH 2013.

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.



## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          |    | ✓   | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a <b>commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.</b>                                                                                                                                       |          |
| 2 |                          |    | ✓   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          | ✓  |     | <b>Type 3 outdoor sales</b> must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          | ✓  |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | ✓  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | ✓  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          | ✓  |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          |    | ✓   | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

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

|    | Sub-<br>mitted<br>✓ or X | OK                                                                                  | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Comments |
|----|--------------------------|-------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    |     | <p><b>Type 3</b> outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          |   |     | <p><b>Traffic circulation.</b> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                             |          |
| 14 |                          |  |     | <p><b>Street closings.</b> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | ✓  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          | ✓  |     | <i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |
| 17 |                          | ✓  |     | <i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 18 |                          | ✓  |     | <i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |



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

## Conditions

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

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

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### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 |                          | ✓  |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 |                          | ✓  |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 |                          | ✓  |     | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 |                          | ✓  |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 |                          | ✓  |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 |                          | ✓  |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 |                          | ✓  |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 |                          | ✓  |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          | ✓  |     | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          | ✓  |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

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### Special event permit - authorization by Permitting Official

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



# **DELTA K.M.A.**

## **DISTRICT 1**

Kroger Store #405  
5995 Stage Rd  
Bartlett, Tennessee 38134

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To Whom It May Concern,

Our Kroger 405 store located at 5995 Stage Rd in Bartlett, TN will be hosting an outside community event on Oct 12, 2013 from 12pm-4pm. During this event we plan to have food for the community as well as a dunk tank and moon bounce for the kids. We will have a Zumba Instructor present and possibly a pharmacist doing health screenings for the community.

Our goal for this event is to inform the community about health, various acts of safety, and getting fit. We also want all of our customers to meet and greet our new store manager, Mr. Chism, as well as all of our other co-managers, Mr. Stewart, Mr. Robinson, Mrs. Swift, and Mr. McCammon.

Thanks in Advance,

Steve Chism

Store Manager

Kroger 405

**DRIVE SALES . . . PROFITABLE SALES . . . PRODUCTIVE SALES**

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

| MEMORANDUM OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         | DATE OF ISSUE: 1/14/2013                                                                                                            |                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>PRODUCER:</b><br>A, B, C & D: (CASUALTY) MARSH - CHICAGO                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                    |                                                                                                                                           | <b>COMPANIES AFFORDING COVERAGE</b>                                          |                                                                                                                                         |                                                                                                                                     |                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |                                                                                                                                           | COMPANY LETTER A<br>COMPANY LETTER B<br>COMPANY LETTER C<br>COMPANY LETTER D | ACE AMERICAN INSURANCE COMPANY<br>ILLINOIS UNION INSURANCE CO.<br>LLOYDS AND VARIOUS COMPANIES<br>Starr Surplus Lines Insurance Company |                                                                                                                                     |                                              |
| <b>INSURED:</b><br>THE KROGER CO., ITS SUBSIDIARIES AND AFFILIATES<br>1014 VINE STREET<br>CINCINNATI, OH 45202                                                                                                                                                                                                                                                                                                                                         |                                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         |                                                                                                                                     |                                              |
| <b>COVERAGES</b><br>This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies. |                                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         |                                                                                                                                     |                                              |
| CO LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TYPE OF INSURANCE                                                                                  | POLICY NUMBER                                                                                                                             | EFF. DATE                                                                    | EXP. DATE                                                                                                                               | LIMITS SHOWN ARE AS REQUESTED                                                                                                       |                                              |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | COMMERCIAL GENERAL LIABILITY                                                                       | XSL G27016789                                                                                                                             | 1/25/13                                                                      | 1/25/14                                                                                                                                 | EACH OCCURRENCE                                                                                                                     | \$ 2,000,000                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> COM GEN LIABILITY                                              |                                                                                                                                           |                                                                              |                                                                                                                                         | FIRE DAMAGE (Any fire)                                                                                                              | \$ 2,000,000                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CLAIM OCCUR                                                                                        |                                                                                                                                           |                                                                              |                                                                                                                                         | MED EXPENSE (Any one person)                                                                                                        | N/A                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | OWN & CONT PROT                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         | PERSONAL & ADV INJURY                                                                                                               | \$ 2,000,000                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> OCCURRENCE FORM                                                |                                                                                                                                           |                                                                              |                                                                                                                                         | GENERAL AGGREGATE                                                                                                                   | \$ 30,000,000                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         | PRODUCTS- COMP/OPI/AGG                                                                                                              | \$ 30,000,000                                |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | AUTOMOBILE LIABILITY                                                                               | ISA H08713625                                                                                                                             | 1/25/13                                                                      | 1/25/14                                                                                                                                 | COMBINED SINGLE LIMIT                                                                                                               | \$ 5,000,000                                 |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ANY AUTO, HIRED AUTOS, NON-OWNED AUTOS, PHYSICAL DAMAGE SELF-INSURED                               |                                                                                                                                           |                                                                              |                                                                                                                                         |                                                                                                                                     |                                              |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | GARAGE LIABILITY ANY AUTO                                                                          | ISA H08713625                                                                                                                             | 1/25/13                                                                      | 1/25/14                                                                                                                                 | AUTO ONLY                                                                                                                           | \$ 3,000,000                                 |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                      | EXCESS LIABILITY                                                                                   | SLSLGCE51006513                                                                                                                           | 1/25/13                                                                      | 1/25/14                                                                                                                                 | EACH OCCURRENCE                                                                                                                     | \$ 5,000,000                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> UMBRELLA FORM                                                  |                                                                                                                                           |                                                                              |                                                                                                                                         | AGGREGATE                                                                                                                           | \$ 5,000,000                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | OTHER THAN UMB                                                                                     |                                                                                                                                           |                                                                              |                                                                                                                                         |                                                                                                                                     |                                              |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                      | WORKERS' COMPENSATION/EMPLOYEES LIABILITY THE PROPRIETOR/ PARTNERS EXECUTIVE OFFICERS ARE INCLUDED | WLR C47130967(MA)<br>WLR C47130979 (CT,DE,ME)<br>MD,MN,MA, MO, NJ,NY,SD,RI,VA)<br>SCF C47130980 (WI)<br>WCU C47130992 (All Other States)* | 1/25/13                                                                      | 1/25/14                                                                                                                                 | <input checked="" type="checkbox"/> STATUTORY LIMITS<br>EL EACH ACCIDENT<br>EL DISEASE - POLICY LIMIT<br>EL DISEASE - EACH EMPLOYEE | \$ 2,000,000<br>\$ 2,000,000<br>\$ 2,000,000 |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PREMISE POLLUTION LIABILITY                                                                        | PPL G21977020 009                                                                                                                         | 5/1/12                                                                       | 5/1/13                                                                                                                                  | PER CLAIM                                                                                                                           | \$ 10,000,000                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         | ALL CLAIMS                                                                                                                          | \$ 20,000,000                                |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                      | MASTER STORAGE TANK THIRD PARTY LIABILITY                                                          | UST G2181037A 009                                                                                                                         | 5/1/12                                                                       | 5/1/13                                                                                                                                  | PER CLAIM                                                                                                                           | \$ 1,000,000                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                    |                                                                                                                                           |                                                                              |                                                                                                                                         | ALL CLAIMS                                                                                                                          | \$ 2,000,000                                 |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PROPERTY                                                                                           | DP920912                                                                                                                                  | 6/30/12                                                                      | 6/30/13                                                                                                                                 | PER OCCURRENCE                                                                                                                      | \$ 10,000,000                                |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Copyright ©2011 Pictometry International Corp.



moon  
Bounce  
&  
Dunk Tank  
set up in  
Parking Lot

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/08/13 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: IQM2 Admin

## Bid for Three Outdoor Emergency Warning Sirens

On 08/06/2013 an ad was placed in the "The Daily News" and bids were picked up by Elaine Wilson with McGraw Hill Construction, Shelby Electric Co., ComServ, American Signal, ISQFT, GT Distributors. On 08/20/2013 the City of Bartlett received 1 of 5 bids and it was opened at City Hall.

Bids were received from the following companies:

|               |             |
|---------------|-------------|
| ComServ, Inc. | \$66,359.00 |
|               |             |
|               |             |
|               |             |
|               |             |
|               |             |

We recommend the bid be awarded to "ComServ, Inc." for a total price of \$66,359.00.

Funds are available in account 311.48311.785.449.

Thank you for your consideration.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Emily Elliott, Alderman

**SECONDER:**   W.C. Pleasant, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/08/13 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Mark Saunders

Department Head: Rick McClanahan

## Cancellation of Residential Subdivision Contract Betty Bradford Subdivision.

On September 19, Engineering received a letter from Betty Bradford requesting to cancel the proposed Betty Bradford Subdivision and the associated contract with it. Betty Bradford has recently quit claimed part of this land to the adjacent property owner to the north, and the other part to the adjacent property owner to the south - both are relatives of hers.

The Betty Bradford Subdivision, a 1-lot subdivision on Kenwood Rd was approved by the Planning Commission on July 1, 1996, and the subdivision contract was approved by the board of Mayor and Aldermen on July 8, 1997. The contract was finally executed on August 27, 2001 with fees paid in the amount of \$3,733.00 and the bond was in the amount of \$6,666.00, but the actual Certificate of Deposit for the bond was in the amount of \$6,600.00.

If this request to cancel the Betty Bradford Subdivision is approved, the City will have to:

- 1) Release the Certificate of Deposit to Betty Bradford, and she will have to work with the bank to collect on it.
- 2) Refund the fees as follows:
 

|                                                         |            |                       |
|---------------------------------------------------------|------------|-----------------------|
| Inspection                                              | \$133.00   | General Fund          |
| Water connection (included city to install the wet tap) | \$1,750.00 | Utility Fund          |
| Sewer connection                                        | \$1,500.00 | Utility Fund          |
| Drainage Control                                        | \$150.00   | Drainage Control Fund |
| Parkland Fee                                            | \$200.00   | Park Fund             |
| Total Fees Collected: \$3,773.00                        |            |                       |

All of the above fees can be released (with the appropriate interest less any administrative charges), as no work has been done to date.

Request approval to proceed with cancellation

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED BY CONSENT VOTE [UNANIMOUS]</b>          |
| <b>MOVER:</b>    | Emily Elliott, Alderman                              |
| <b>SECONDER:</b> | W.C. Pleasant, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/22/13 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

## Special event permit for Ellendale Baptist Church Fall Festival.

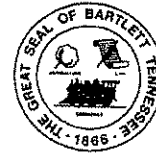
**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Jack Young, Vice Mayor

**SECONDER:** Bobby Simmons, Alderman

**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



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

3861 Broadway Rd. 38135  
Address Zip Code

October 31, 2013 6p-8p  
Dates of the Event Hours of the Event

Public Attraction - Fall Festival  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Ellendale Baptist Church  
Property Owner

Ellendale Baptist Church 3861 Broadway Rd. 38135  
Special Event Permit Applicant Address of Applicant

901-386-4676 901-386-1096  
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

☒ \$60.00 Special Event Fee  
☒ \$4.00 Permit Issuing Fee  
\$64.00 Total Pd CK

David Johnson 10-8-13  
Responsible Person Date

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

APPROVAL

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Special Event Checklist

Event: Family Fall Festival  
 Location: Elleendale Baptist Church 38601 Broadway Rd 38135  
 Dates: October 31, 2013

### Type of special event: (Check one.)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p><input type="checkbox"/> <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p><input checked="" type="checkbox"/> <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p><input type="checkbox"/> <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. <b>Requires approval by the Board of Mayor and Aldermen.</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p><input type="checkbox"/> <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p><input type="checkbox"/> <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p><input type="checkbox"/> <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p><input type="checkbox"/> <i>Yard sales.</i> Yard sales regulated under Article VI, Section I of the Zoning Ordinance.</p> | <p><input type="checkbox"/> <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p><input type="checkbox"/> <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p><input type="checkbox"/> <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p><input type="checkbox"/> <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p><input type="checkbox"/> <i>Political campaigning.</i> Campaigning for public office.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Performance standards:

|   | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|---|--------------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 |                          | X  |     | <i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a <b>commercial or industrial zoning district</b> , except that <b>non-profit organizations may conduct special events on any property where the owner has granted permission.</b>                                                                                                                               |          |
| 2 |                          |    | X   | For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.                                                                                                                                                                                                                                |          |
| 3 |                          |    | X   | <b>Type 3</b> outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.                                                                                                                                                                                            |          |
| 4 |                          | X  |     | <i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.                                                                                                                                                                                                                                                                                                 |          |
| 5 |                          | X  |     | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |          |
| 6 |                          | X  |     | The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.                                                                                                                                         |          |
| 7 |                          | X  |     | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |          |
| 8 |                          | X  |     | Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense. |          |

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



|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          |    | X   | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days.</li> <li>c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | X  |     | <p><i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          | X  |     | <p><i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 |                          | X  |     | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |          |
| 16 |                          | X  |     | <i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |
| 17 |                          | X  |     | <i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |
| 18 |                          | X  |     | <i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |

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

## Conditions

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

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

### Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

|    | Sub-<br>mitted<br>✓ or X | OK | N/A |                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Comments |
|----|--------------------------|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 29 | ✓                        |    |     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 30 | ✓                        |    |     | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |          |
| 31 |                          |    | X   | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |          |
| 32 | ✓                        |    |     | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 33 | ✓                        |    |     | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |          |
| 34 | ✓                        |    |     | A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event. |          |
| 35 | ✓                        |    |     | A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.                                                                                                                                                                                                                    |          |
| 36 | ✓                        |    |     | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |          |
| 37 |                          |    | X   | Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.                                                                                                                                                                                                                                                                                        |          |
| 38 |                          |    |     | Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.                                                                                                                                                                                                                                                                                                                    |          |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



### Special event permit - authorization by Permitting Official

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

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

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



# CERTIFICATE OF LIABILITY INSURANCE

6.1.a

DATE (MM/DD/YYYY)  
10/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                       |  |                                                                                                                                                                                                                               |  |
|---------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Corporate Insurance Group LLC<br>PO Box 737<br>Arlington, TN 38002 |  | <b>CONTACT NAME:</b> Mark T. Sharpe<br><b>PHONE (A/C, No, Ext):</b> 901-867-7171<br><b>E-MAIL ADDRESS:</b> mark@callcig.com<br><b>FAX (A/C, No):</b> 901-867-8998                                                             |  |
| <b>INSURED</b><br>Ellendale Baptist Church<br>PO Box 487<br>Ellendale TN 38029        |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Philadelphia Insurance Company<br><b>INSURER B:</b> Employers Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                 | ADDL SUBR INSD WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                    | PHPK1010059    | 04/23/2013              | 04/23/2014              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                                  |                    | PHPK1010059    | 04/23/2013              | 04/23/2014              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                                         |                    | PHUB418392     | 04/23/2013              | 04/23/2014              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$<br>\$                                                                                                                                                                                             |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                                        |                    | EIG 1311722-02 | 04/23/2013              | 04/23/2014              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |

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

**CERTIFICATE HOLDER**

City of Bartlett

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

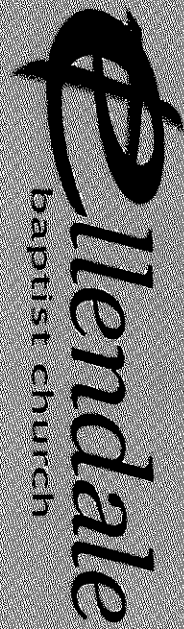
AUTHORIZED REPRESENTATIVE

General Partner

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On October 31, 2013, Ellendale Baptist Church plans to host a community event from 6-8pm for whomever desires to attend. Expected attendance is between 1000-1500 people. During this event, participants will join in trick-or-treat-like activities, carnival games and inflatable bouncers at the church's "Shepherd's Field". In addition, we will serve grilled hamburgers, chips, popcorn, canned/bottled drinks, and cotton candy free of charge. Someone will speak for about 10 minutes using a PA system. Church members will participate in setup, cleanup and all necessary hosting duties for the night. One sign will be placed facing Broadway Rd. directly in front on the church. No public streets or other areas will be used in conjunction with the event. All standards set forth in the application for special event have been satisfied.





presents:

# Family Fall Festival

Games

October 31

Trunk-A-Treat  
for Kids

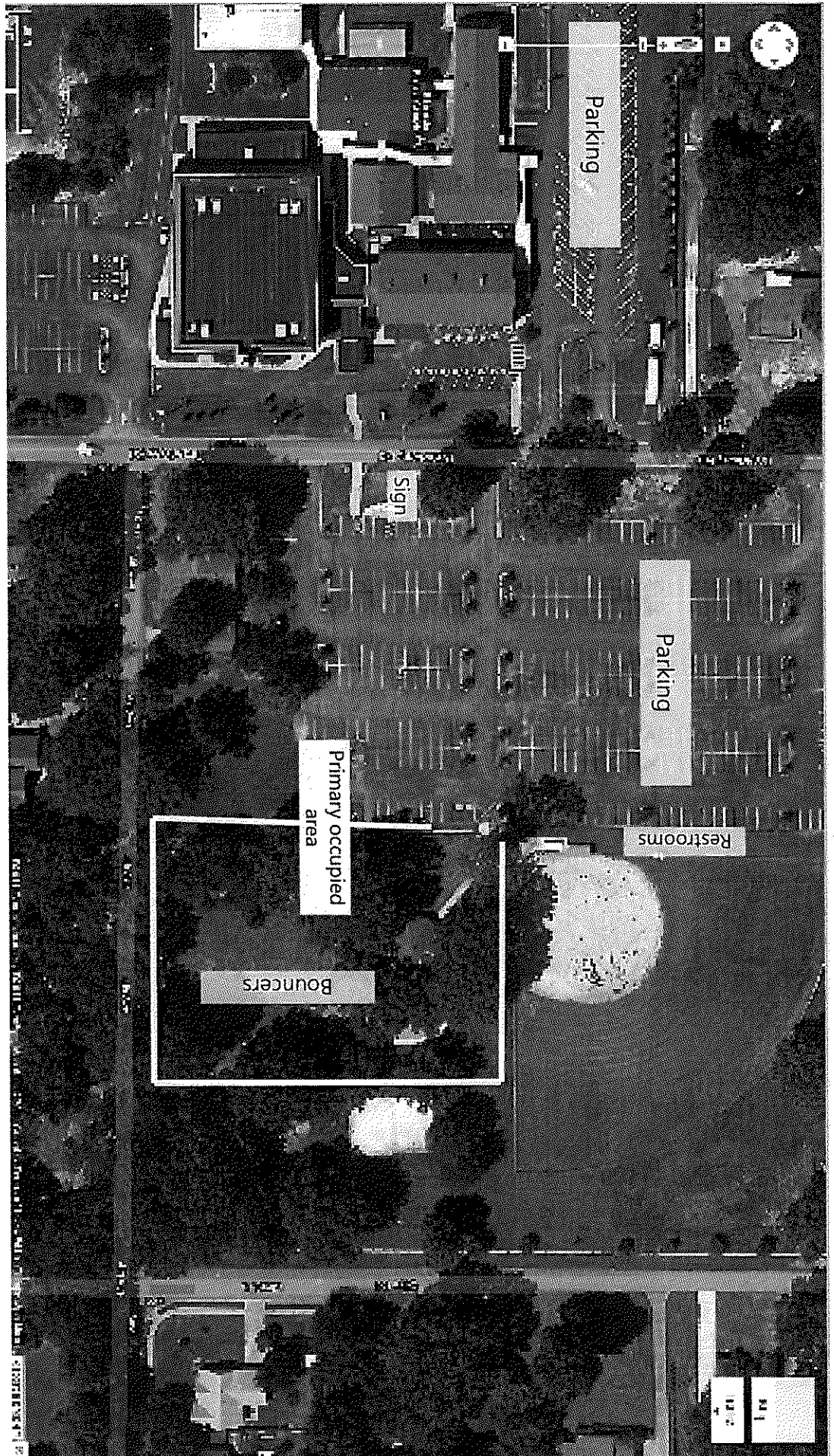
6pm-8pm

[ebcbartlett.org](http://ebcbartlett.org)

Bouncers

Free Food





Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

The "Shepherd's Field" area of Ellendale Baptist Church will be the area primarily occupied at the special event on October 31, 2012. It includes open grassy areas with a pavilion and baseball field.



The material used in this inflatable is:

# **FIRE RETARDANT**

## **LEAD-FREE**

Complies with the requirements of  
Test 1 of NFPA 701-1999 Addition

and

Test 2 of NFPA 701-1999 Addition



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/22/13 07:00 PM

Department: Finance

Category: Purchase

Prepared By: Dick Phebus

Department Head: Dick Phebus

## Purchase of 20.7 Terabyte Storage Server.

The IT Department requests approval to purchase a 20.7 Terabyte Storage Server from Hewlett Packard for \$22,802.40. This new server will act as the main storage facility for the City's employee computer users. Funds are available in account 123.48123.933.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Jack Young, Vice Mayor

**SECONDER:** Bobby Simmons, Alderman

**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## ONLINE PRICE QUOTATION

Quote Number: 8999799

Today's Date : 10/11/2013 6:26:47 PM

Created By: kfranz@cityofbartlett.org

Quote Name: 20.7TB Storage Server

Quote Created Date : 10/11/2013 6:26:14 PM

Contract: WSCA/NASPO (B27164)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

| items/description                                                                                                                                      | part no  | unit price  | qty | ext price   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-----|-------------|
| HP StoreEasy 1830 20.7TB SAS Storage B7D99A                                                                                                            | Base     | \$22,802.40 | 1   | \$22,802.40 |
| HP StoreEasy 1830 20.7TB SAS Storage Internal Storage: 2 x450GB 6G SAS 10K rpm SFF(2.5-inch)SC Enterprise 3yr Warranty Hard Drive—                     | B7D99A   |             |     |             |
| Drives factory configured as RAID 1+0 with OS pre-installed.Internal Storage:14x900GB 6G SAS 10K rpm SFF(2.5-inch)SCEnterprise 3yr Warranty Hard Drive | Included |             |     |             |
| 2U Rack form factor                                                                                                                                    | Included |             |     |             |
| 2 Intel Xeon quad Core(Standard; (1) Intel Xeon E5620 per X5460sb server blade, (2) per server blade maximum)                                          | Included |             |     |             |
| 16GB (4 x 4GB Single Rank x4 PC3L-10600R (DDR3-1333) Registered CAS-9 Low Voltage Memory Kit)                                                          | Included |             |     |             |
| 4 x Gigabit Ethernet                                                                                                                                   | Included |             |     |             |
| HP Smart Array P822/2GB FBWC 2-ports Int/4-ports Ext SAS Controller                                                                                    | Included |             |     |             |
| 3 x PCIe (one slot occupied by Smart Array P822), 3 additional PCIe slots optional                                                                     | Included |             |     |             |
| (25) Twenty five 2.5" Small Form Factor (SFF) hot-plug drive bays                                                                                      | Included |             |     |             |
| 2 x 750W power supplies                                                                                                                                | Included |             |     |             |
| SubTotal :                                                                                                                                             |          |             |     | \$22,802.40 |
| Total :                                                                                                                                                |          |             |     | \$22,802.40 |

The terms and conditions of the WSCA/NASPO will apply to any order placed as a result of this inquiry, no

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:

<http://gem.compaq.com/gemstore/entry.asp?SiteID=13535>

\* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

\* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

\* Please contact HP Public Sector Sales with any questions or for additional information:

|                   |              |                   |              |
|-------------------|--------------|-------------------|--------------|
| K12 Education:    | 800-888-3224 | Higher Education: | 877-480-4433 |
| State Local Govt: | 888-202-4682 | Federal Govt:     | 800-727-5472 |
| Fax:              | 800-825-2329 | Returns:          | 800-888-3224 |

\* For detailed warranty information, please go to [www.hp.com/go/specificwarrantyinfo](http://www.hp.com/go/specificwarrantyinfo).  
Sales taxes added where applicable. Freight is FOB Destination.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/22/13 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

## Planning Commission Report for October 2013

### NEW BUSINESS

#### Public Hearing

#### Special Use Permits

#### **I. Assisted Living Facility, East side of Kirby-Whitten Road, north of Highway 70, and south of Stage Road (Greg Elmore, Lenity Architecture)**

**INTRODUCTION:** Mr. Greg Elmore with Lenity Architecture is requesting Planning Commission approval of a Special Use Permit (SUP) for an assisted living facility. The subject property is located on the east side of Kirby-Whitten Parkway, north of Highway 70 and south of Stage Road, within the "SC-1" Planned Unit Commercial Development Zoning District.

**BACKGROUND:** According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required for assisted living facility uses in the "SC-1" Zoning District. Surrounding uses include: movie theater, an independent living facility, and retail/commercial development.

**DISCUSSION:** The specific request by the applicant is for the Planning Commission to recommend the approval of an SUP to the Board of Mayor and Aldermen in order for an adult assisted-living facility to develop and operate on a the subject 4.4-acre site within the "SC-1" Zoning District. The facility will provide care for people with Alzheimer.

#### Engineering Conditions:

I. General conditions that will also apply when a Site Plan is filed and possibly more when an in-depth review can be given:

- a) Detention is required
- b) A Tree Plan and Tree Preservation Plan are both required.
- c) A 10' wide streetscape is required along Kirby-Whitten - consistent with the adjacent lot to the south. Sewer and water are both available across the frontage of Kirby-Whitten.
- d) The Fire Marshall has indicated he is satisfied with the emergency access to the site as shown.
- e) As shown on the Site Plan, the south access is through an ingress/egress easement and a shared driveway.

#### Planning Conditions:

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

1. The applicant shall obtain Planning Commission and Design Review Commission site plan approval.
2. 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.

***Recommendation for approval with staff conditions to the Board of Mayor and Alderman for hearing and final approval of Special Use Permit.***

**2. El Primo Auto Repair and Used Tire Sales, 6838 Summer Avenue (David Bray, Bray-Davis Firm, LLC)**

**INTRODUCTION:** Mr. David Bray with the Bray Davis Firm is requesting Planning Commission approval of a Special Use Permit (SUP) for a general auto repair facility and used tire store. The subject property is located at 6838 Summer Avenue, within the “C-H” Highway Business Zoning District.

**BACKGROUND:** According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required for both general auto repair and the sale of secondhand goods in the “C-H” Zoning District. Surrounding uses include: a motorcycle sales and service facility, kickboxing school, a pharmacy, other automotive repair facilities, and offices.

**DISCUSSION:** The specific request by the applicant is for the Planning Commission to recommend the approval of an SUP to the Board of Mayor and Aldermen in order to operate a business for general automotive repair and the selling and installation of used tires.

**Engineering Comment:**

1. Under a Special Use Permit, the subdivision requirements come into effect. In this case both dedication and full road improvements are involved. The dedication will be an additional 4' from 53' to 57' from centerline. (Note: The ROW used to be 65' to centerline, but in 1990, the City of Bartlett gave back the 'excess' at that time, and must now ask for 4' back.) The improvements are not reasonable to construct due to the short area involved and are further addressed in condition No. 4 below.

**Engineering Conditions:**

1. There are actually two parcels involved, with both being owned by the same entity:
  - a. One of the parcels - B015700776 - is a legal lot (lot 3 of Stage Summer subdivision - EH1988).
  - b. The other - B015700717 appears to have been created by meets and bounds in 1974 - J56642, using references relative to the old path of Stage Rd. The existing building housing all three entities is on this non-conforming parcel, while the parking is mostly

- on the legal lot. The joint ground sign splits the two parcels, so 50% of it is currently off-premises.
2. There is a dumpster sitting on the legal lot without a dumpster enclosure, but it is not clear who uses it. An enclosure should be required either as a condition of the Special Use Permit, or by Codes directly. The location shown for this dumpster in a 1994 Site Plan for Morgan Tire, (which at the time occupied all of the building, and a small accessory building on the legal parcel which has since been demolished), shows it to be on the nonconforming parcel. Over time it has moved to a more 'convenient' location out of the way 'next door'.
  3. The existing building currently has water and sewer services.
  4. Right of way dedication:
    - a. The right of way for the legal lot is currently at 54' to the Summer Ave centerline. Since the road has already been improved with curb/gutter and sidewalk on the legal parcel, a right of way dedication of 3 feet (to 57' from centerline) is required, and no road improvements are required.
    - b. The right of way for the nonconforming parcel is currently 53' to the Summer Ave centerline. The nonconforming parcel will need to dedicate 4 additional feet to 57' from centerline, and account for full road improvements. With the area to be improved being so small, cash-in-lieu of construction will be assessed for the entire 110' frontage of the nonconforming parcel - currently estimated at \$19,035.00.
    - c. **Summer Avenue Roadway will be improved by developer to City Engineer requirements if above cash payment is not made. (c. added)**
  5. The nonconforming parcel should be combined with the legal lot to create one legal lot for the entire property.

#### **Planning Comments:**

1. This is the former location of the Morgan Tire. It is unknown if used tires were being sold at this location. There is no evidence of a Special Use Permit issued for the selling of used tires or general automotive repair at said location.

#### **Planning Conditions:**

1. 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.

***Recommendation for approval with staff conditions to the Board of Mayor and Alderman for hearing and final approval of Special Use Permit.***

#### **Site Plan**

**1. Pump-It-Up, Building Addition, 8000 Highway 64 (Mark Underwood,**

### Property Solutions)

**INTRODUCTION:** Mr. Mark Underwood with Property Solutions is requesting Planning Commission approval of a revised site plan for Wolfchase Plaza's tenant, Pump-It -Up. The subject property is located at 8000 Highway 64, Suite 101 within the "C-H" Highway Business Zoning District.

**BACKGROUND:** Wolfchase Plaza was built in 1992 on Lot 42 of the Bartlett Corporate Park Subdivision. The subject property is located on Lot 42A which is the result of a subsequent re-subdivision of Lot 42.

**DISCUSSION:** More specifically, the applicant is proposing to expand the existing 11,280 square foot Pump-It-Up tenant space by adding 6,228 square feet of building area. The proposed building expansion will be located at the rear of the plaza attached to the tenant space. Thirty-three (33) parking spaces will be removed from the rear of the building to accommodate the building expansion. Access to the property will remain from Highway 64 and Stage Hills Boulevard. The specifics of the site plan are as follows:

|                                | Plaza Site Data | Tenant Site Data  |
|--------------------------------|-----------------|-------------------|
| Site Area:                     | 8.169-acre      | 8.169-acre/shared |
| Total Existing Parking Spaces: | 413-spaces      | 413-spaces/shared |
| Proposed Removed Spaces:       | 33-spaces       | 33-spaces/shared  |
| Total Proposed Parking:        | 380-spaces      | 380-spaces/shared |
| Handicap Accessible:           | 13-spaces       | 13-spaces/shared  |
| Regular:                       | 367-spaces      | 367-spaces/shared |
| Total Required Parking:        | 280-spaces      | 45-spaces         |
| Existing Building Area:        | 63,727 sq.ft.   | 11,280 sq.ft.     |
| Proposed Building Area :       | 6,228 sq.ft.    | 6,228 sq. ft.     |
| Total Proposed Building Area:  | 69,955 sq.ft.   | 17,508 sq.ft.     |
| Greenspace/Openspace:          | Not provided    | Not provided      |
| Building Height:               | Not provided    | Not provided      |

**Recommendation:** Approval with conditions.

### Engineering Conditions:

1. The addition is shown to be constructed over existing private drain lines from the roof down spouts. This drainage appears to be addressed with the proposed surface swale, but the applicant's engineer will have to do a drainage analysis, as the swale will take the water to a different drainage system than originally designed. This analysis will also have to consider the drainage from the roof of the expansion to the original building, as that drainage is also directed to the 6-72 inlet in the back of the parking lot.



2. The trash enclosures will have to be large enough to accommodate all the dumpsters in the area. There are currently 5 dumpsters scattered around, with only two inside an existing enclosure that has no front to it and that is scheduled to be replaced. The proposed dumpster enclosures depicted on the site layout drawing account for only 3 dumpsters. Applicant shall address this deficit at the Planning Commission meeting - either remove the excess dumpsters or enlarge the proposed enclosures.

3. The expansion shows new restrooms. It is assumed the existing sewer system within the building can accommodate them, as none is available in the existing back parking lot.

4. The expansion shall be connected to the existing water and shall have a fire sprinkler system. Applicant's engineer will have to determine if the sprinkler system can be tied to the existing system or will require a new riser.

#### **Planning Comment:**

1. The building expansion will be constructed on existing impervious surface. Therefore, no greenspace will be removed as a result of this project.

#### **Planning Conditions:**

1. The Zoning Ordinance's parking regulation requires that a minimum of 280-parking spaces be on the site. There will be 380-existing parking spaces after the reduction (413 - 33=380).

2. The Zoning Ordinance's parking regulation requires 9-handicap accessible spaces. However, there are 13-existing handicap accessible spaces on the site. One of the handicap accessible spaces shall be van accessible.

3. All trash receptacles and/or garbage can areas shall be enclosed and screened in accordance with Title 17 of the Bartlett Codified Ordinance.

4. The applicant or representative attending the meeting shall be authorized by the requesting party to answer questions and make decisions relative to any changes that may be suggested by the Planning Commission.

***Approved with staff conditions.***

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



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/22/13 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

## Treasurer's Report for September 2013.

**RESULT:** **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Jack Young, Vice Mayor

**SECONDER:** Bobby Simmons, Alderman

**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

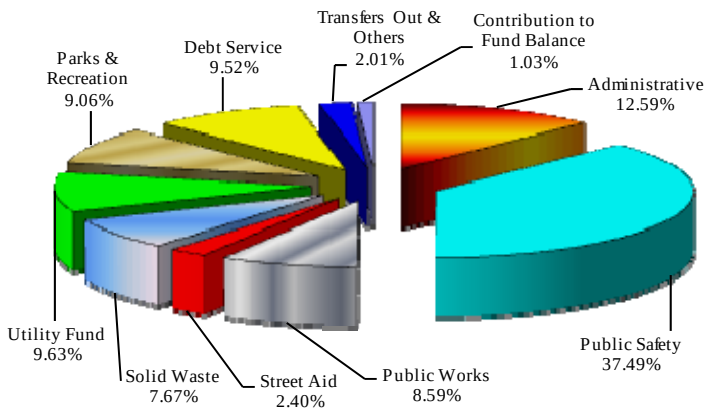


City of Bartlett

# FINANCIAL REPORT

September 30, 2013

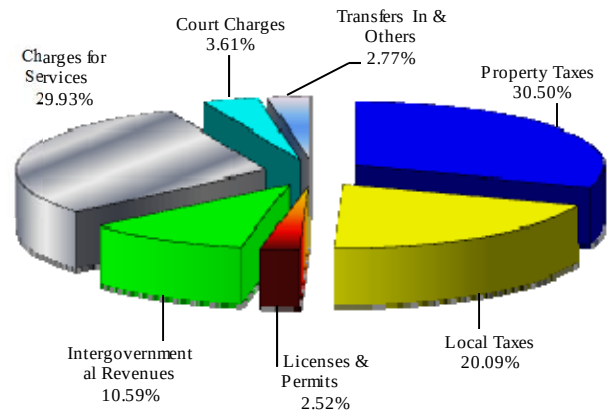
Total Expenditures, FY 2014 Budget: \$62,822,095



## BUDGET HIGHLIGHTS

- June 30, 2013 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2013 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2012 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2014 Budget: \$62,822,095



## FY 2014 YEAR-TO-DATE For The Period Ending September 30, 2013

|                                          | Adopted Budget       | Year-to-Date Actual  |
|------------------------------------------|----------------------|----------------------|
| <b>General Fund Expenditures</b>         |                      |                      |
| Administrative                           | \$ 7,432,819         | \$ 1,275,711         |
| Public Safety                            | 22,746,860           | 5,721,284            |
| Public Works                             | 5,214,132            | 1,234,535            |
| Parks and Recreation                     | 5,023,492            | 1,257,214            |
| Performing Arts                          | 601,966              | 140,249              |
| Transfers & Other Gen. Fund Items        | 500,000              | -                    |
| <b>Subtotal</b>                          | <b>\$ 41,519,269</b> | <b>\$ 9,628,993</b>  |
| <b>General Fund Revenues</b>             |                      |                      |
| Property Taxes                           | \$ 18,931,000        | \$ 66,801            |
| Local Taxes                              | 9,495,860            | 797,187              |
| Building and Development Fees            | 1,563,450            | 341,292              |
| Intergovernmental                        | 4,960,500            | 306,041              |
| Charges for Services                     | 3,765,384            | 825,725              |
| Court Charges                            | 1,945,000            | 411,840              |
| Other Revenue                            | 858,075              | 78,514               |
| <b>Subtotal</b>                          | <b>\$ 41,519,269</b> | <b>\$ 2,827,401</b>  |
| <b>Special Rev. Funds - Expenditures</b> | <b>\$ 8,171,631</b>  | <b>\$ 1,514,260</b>  |
| <b>Special Rev. Funds - Revenues</b>     | <b>\$ 8,171,631</b>  | <b>\$ 2,063,376</b>  |
| <b>Utility Expenses</b>                  | <b>\$ 8,849,100</b>  | <b>\$ 2,050,002</b>  |
| <b>Utility Revenues</b>                  | <b>\$ 8,849,100</b>  | <b>\$ 2,457,192</b>  |
| <b>Debt Service Expenditures</b>         | <b>\$ 4,282,095</b>  | <b>\$ 2,507,981</b>  |
| <b>Debt Service Revenues</b>             | <b>\$ 4,282,095</b>  | <b>\$ 236,954</b>    |
| <b>Total Expenditures</b>                | <b>\$ 62,822,095</b> | <b>\$ 15,701,235</b> |
| <b>Total Revenues</b>                    | <b>\$ 62,822,095</b> | <b>\$ 7,584,923</b>  |

Note: FY 2014 Adopted Budget includes use of fund balance in General Fund and the Debt Service Fund.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



## City of Bartlett -- Financial Summary For The Period Ending September 30, 2013



|                                             | FY 2013<br>Unaudited<br>Actual | FY 2014<br>Adopted<br>Budget | Increase/<br>Decrease<br>in \$ | Year-to-Date<br>Actual<br>FY 2013 | Year-to-Date<br>Actual<br>FY 2014 | Increase/<br>Decrease<br>in \$ | Percent<br>of FY 2013<br>Actual | Percent<br>of FY 2014<br>Budget | Increase/<br>Decrease<br>in % |
|---------------------------------------------|--------------------------------|------------------------------|--------------------------------|-----------------------------------|-----------------------------------|--------------------------------|---------------------------------|---------------------------------|-------------------------------|
| <b>General Fund Expenditures</b>            |                                |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Administrative                              | \$ 6,378,944                   | \$ 7,432,819                 | \$ 1,053,875                   | \$ 1,440,715                      | \$ 1,275,711                      | \$ (165,005)                   | 22.59%                          | 17.16%                          | -5.42%                        |
| Public Safety                               | 22,440,029                     | 22,746,860                   | 306,831                        | 5,495,771                         | 5,721,284                         | 225,513                        | 24.49%                          | 25.15%                          | 0.66%                         |
| Public Works                                | 4,770,744                      | 5,214,132                    | 443,389                        | 1,167,364                         | 1,234,535                         | 67,171                         | 24.47%                          | 23.68%                          | -0.79%                        |
| Parks and Recreation                        | 4,787,759                      | 5,030,052                    | 242,293                        | 1,152,506                         | 1,257,214                         | 104,708                        | 24.07%                          | 24.99%                          | 0.92%                         |
| Performing Arts                             | 543,777                        | 595,406                      | 51,629                         | 131,059                           | 140,249                           | 9,190                          | 24.10%                          | 23.56%                          | -0.55%                        |
| Transfers & Other Gen. Fund Items           | 300,000                        | 500,000                      | 200,000                        | 100,000                           | 0                                 | (100,000)                      | 33.33%                          | 0.00%                           | -33.33%                       |
| <b>Total General Fund Expenditures</b>      | <b>\$ 39,221,253</b>           | <b>\$ 41,519,269</b>         | <b>\$ 2,298,016</b>            | <b>\$ 9,487,416</b>               | <b>\$ 9,628,993</b>               | <b>\$ 141,577</b>              | <b>24.19%</b>                   | <b>23.19%</b>                   | <b>-1.00%</b>                 |
| <b>General Fund Revenues</b>                |                                |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Property Taxes                              | \$ 18,733,191                  | \$ 18,931,000                | \$ 197,809                     | \$ 428,928                        | \$ 66,801                         | \$ (362,126)                   | 2.29%                           | 0.35%                           | -1.94%                        |
| Local Taxes                                 | 9,113,438                      | 9,495,860                    | 382,422                        | 787,324                           | 797,187                           | 9,863                          | 8.64%                           | 8.40%                           | -0.24%                        |
| Building and Development Fees               | 1,461,838                      | 1,563,450                    | 101,612                        | 287,937                           | 341,292                           | 53,355                         | 19.70%                          | 21.83%                          | 2.13%                         |
| Intergovernmental                           | 4,736,674                      | 4,960,500                    | 223,826                        | 300,757                           | 306,041                           | 5,284                          | 6.35%                           | 6.17%                           | -0.18%                        |
| Charges for Services                        | 3,622,349                      | 3,765,384                    | 143,035                        | 790,441                           | 825,725                           | 35,283                         | 21.82%                          | 21.93%                          | 0.11%                         |
| Court Charges                               | 1,904,088                      | 1,945,000                    | 40,912                         | 391,429                           | 411,840                           | 20,411                         | 20.56%                          | 21.17%                          | 0.62%                         |
| Other Revenue                               | 668,779                        | 858,075                      | 189,296                        | 191,337                           | 78,514                            | (112,823)                      | 28.61%                          | 9.15%                           | -19.46%                       |
| <b>Total General Fund Revenues</b>          | <b>\$ 40,240,357</b>           | <b>\$ 41,519,269</b>         | <b>\$ 1,278,912</b>            | <b>\$ 3,178,154</b>               | <b>\$ 2,827,401</b>               | <b>\$ (350,753)</b>            | <b>7.90%</b>                    | <b>6.81%</b>                    | <b>-1.09%</b>                 |
| <b>Special Revenue Funds</b>                |                                |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Street Aid Fund                             | \$ 1,396,212                   | \$ 1,490,000                 | \$ 93,788                      | \$ 171,808                        | \$ 233,197                        | \$ 61,389                      | 12.31%                          | 15.65%                          | 3.35%                         |
| Solid Waste Fund                            | 5,312,880                      | 5,262,309                    | (50,571)                       | 1,119,036                         | 989,387                           | (129,649)                      | 21.06%                          | 18.80%                          | -2.26%                        |
| General Improvement Fund                    | 861,532                        | 630,000                      | (231,532)                      | 174,678                           | 131,601                           | (43,077)                       | 20.28%                          | 20.89%                          | 0.61%                         |
| Drug Enforcement Fund                       | 174,838                        | 382,800                      | 207,962                        | 22,975                            | 37,015                            | 14,041                         | 13.14%                          | 9.67%                           | -3.47%                        |
| DEA Enforcement Fund                        | 63,265                         | 140,900                      | 77,635                         | 1,004                             | 722                               | (282)                          | 1.59%                           | 0.51%                           | -1.07%                        |
| Drainage Control Fund                       | 93,443                         | 119,408                      | 25,965                         | 19,817                            | 24,172                            | 4,355                          | 21.21%                          | 20.24%                          | -0.96%                        |
| Park Improvement Fund                       | 0                              | 0                            | 0                              | 0                                 | 0                                 | 0                              | 0.00%                           | 0.00%                           | 0.00%                         |
| Grant Funds                                 | 1,569,865                      | 0                            | (1,569,865)                    | 61,895                            | 98,165                            | 36,270                         | 0.00%                           | 0.00%                           | 0.00%                         |
| <b>Special Revenue Funds - Expenditures</b> | <b>\$ 9,472,037</b>            | <b>\$ 8,171,631</b>          | <b>\$ (1,446,620)</b>          | <b>\$ 1,571,212</b>               | <b>\$ 1,514,260</b>               | <b>\$ (56,952)</b>             | <b>16.59%</b>                   | <b>18.53%</b>                   | <b>1.94%</b>                  |
| <b>Special Revenue Funds - Revenues</b>     | <b>\$ 9,070,435</b>            | <b>\$ 8,171,631</b>          | <b>\$ (898,804)</b>            | <b>\$ 1,564,984</b>               | <b>\$ 2,063,376</b>               | <b>\$ 498,392</b>              | <b>17.25%</b>                   | <b>25.25%</b>                   | <b>8.00%</b>                  |
| <b>Utility Fund</b>                         |                                |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Total Utility Operations                    | \$ 5,365,766                   | \$ 5,976,698                 | \$ 610,932                     | \$ 1,083,619                      | \$ 1,086,484                      | \$ 2,865                       | 20.20%                          | 18.18%                          | -2.02%                        |
| Total Utility Debt Expenses                 | 1,554,525                      | 1,628,832                    | 74,307                         | 952,090                           | 963,518                           | 11,428                         | 61.25%                          | 59.15%                          | -2.09%                        |
| Contribution to Fund Balance                | 0                              | 1,243,570                    | 1,243,570                      | 0                                 | 0                                 | 0                              | 0.00%                           | 0.00%                           | 0.00%                         |
| <b>Total Utility Expenses</b>               | <b>\$ 6,920,292</b>            | <b>\$ 8,849,100</b>          | <b>\$ 1,928,808</b>            | <b>\$ 2,035,709</b>               | <b>\$ 2,050,002</b>               | <b>\$ 14,292</b>               | <b>29.42%</b>                   | <b>23.17%</b>                   | <b>-6.25%</b>                 |
| <b>Total Utility Revenues</b>               | <b>\$ 8,552,001</b>            | <b>\$ 8,849,100</b>          | <b>\$ 297,099</b>              | <b>\$ 2,578,058</b>               | <b>\$ 2,457,192</b>               | <b>\$ (120,866)</b>            | <b>30.15%</b>                   | <b>27.77%</b>                   | <b>-2.38%</b>                 |
| <b>Debt Service Fund</b>                    |                                |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Total Debt Service Expenditures             | \$ 3,696,482                   | \$ 4,282,095                 | \$ 585,613                     | \$ 2,202,456                      | \$ 2,507,981                      | \$ 305,524                     | 59.58%                          | 58.57%                          | -1.01%                        |
| Total Debt Service Revenues                 | \$ 3,648,238                   | \$ 4,282,095                 | \$ 633,857                     | \$ 236,726                        | \$ 236,954                        | \$ 228                         | 6.49%                           | 5.53%                           | -0.96%                        |
| <b>Total Expenditures</b>                   | <b>\$ 59,310,063</b>           | <b>\$ 62,822,095</b>         | <b>\$ 3,365,818</b>            | <b>\$ 15,296,794</b>              | <b>\$ 15,701,235</b>              | <b>\$ 404,441</b>              | <b>25.79%</b>                   | <b>24.99%</b>                   | <b>-0.80%</b>                 |
| <b>Total Revenues</b>                       | <b>\$ 61,511,031</b>           | <b>\$ 62,822,095</b>         | <b>\$ 1,311,065</b>            | <b>\$ 7,557,922</b>               | <b>\$ 7,584,923</b>               | <b>\$ 27,001</b>               | <b>12.29%</b>                   | <b>12.07%</b>                   | <b>-0.21%</b>                 |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 10/22/13 07:00 PM  
Department: Planning and Economic Development  
Category: Special use permit  
Prepared By: Sam Harris  
Department Head: Terry Emerick

## **Set a public hearing for November 26, 2013 for Resolution 21-13, a Resolution Approving a Special Use Permit for an Assisted Living Facility to be Located on the East Side of Kirby-Whitten Road in the Robinwood Commercial Center between Summer Avenue and Stage Road.**

**WHEREAS**, an application has been made for a Special Use Permit for an assisted living facility to be located on the East side of Kirby-Whitten Road in the Robinwood Commercial Center, between Summer Avenue and Stage Road; and

**WHEREAS**, the Planning Commission reviewed the proposed Special Use Permit for an assisted living facility on the East side of Kirby-Whitten Road in the Robinwood Commercial Center, between Summer Avenue and Stage Road, on Monday, October 7th, 2013, in accordance with their regulations and recommended the Special Use Permit; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of November, 2013 and approved the Special Use Permit for an assisted living facility on the East side of Kirby-Whitten Road in the Robinwood Commercial Center, between Summer Avenue and Stage Road, subject to the following conditions:

### **Engineering Conditions:**

- I. General conditions that will also apply when a Site Plan is filed and possibly more when an in-depth review can be given:
  - a) Detention is required
  - b) A Tree Plan and Tree Preservation Plan are both required.
  - c) A 10' wide streetscape is required along Kirby-Whitten Road - consistent with the adjacent lot to the south. Sewer and water are both available across the frontage of Kirby-Whitten Road.
  - d) The Fire Marshall has indicated he is satisfied with the emergency access to the site as shown.
  - e) As shown on the Site Plan, the south access is through an ingress/egress easement and a shared driveway.

### **Planning Conditions:**

- I. The applicant shall obtain Planning Commission and Design Review Commission site plan approval prior to the construction of the new building.

**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 for an assisted living facility on the East side of Kirby-Whitten Road in the Robinwood Commercial Center,

between Summer Avenue and Stage Road, incorporating the above listed conditions, is approved.

ADOPTED THIS 26TH DAY OF NOVEMBER, 2013.

---

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

---

A. Keith McDonald, Mayor

---

Stefanie McGee, City Clerk

|                  |                                                      |
|------------------|------------------------------------------------------|
| <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 |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

**Bartlett Planning and  
Economic Development Department**  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Application for Special Use Permit Approval to the Bartlett Planning Commission

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

Requested Special Use Assisted Living Facility

Property Address Kirby Whitten Road - APN B015700863

Present Zoning SC-1 - Planned Unit Commercial Development

Owner/Developer Contact Carl Sanders Phone 360-254-9442

Company Name JEA Senior Living Fax \_\_\_\_\_

Address 12115 SE 99th St. Suite 1800 ~ Vancouver WA 98682

Architect Contact Greg Elmore Phone 503-399-1090

Company Name Lenity Architecture Fax 503-399-0565

Address 3150 Kettle Court SE ~ Salem OR 97301

Engineer Contact Cindy Reaves Phone 901-373-0380

Company Name SRConsulting Fax 901-373-0370

Address 5909 Shelby Oaks Dr., Suite 200 ~ Memphis TN 38134

Submitted by Greg Elmore

(printed name) (signature) (date)

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

X Attach a checked-off "Special Use Permit Checklist" and all items required therein.

X Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

X Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00

Information to be entered by City staff only:

### Resubmittals

(See "Application Instructions: Planning Commission.")

| Resubmittal Description | Required Resubmittal Date/Time | Staff Initials |
|-------------------------|--------------------------------|----------------|
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |

**RECEIVED**

SEP 04 2013



**Bartlett Alzheimer's Special Care Center**  
**Kirby Whitten Parkway**  
**Parcel ID #B015700863**

## **PROPOSAL**

We respectfully request a Special Use Permit to allow the development of an Assisted Living Facility within the SC-1 Planned Unit Commercial Development District.

## **CONCEPT**

This is a state of the art, specialized memory care facility that focuses exclusively on Alzheimer's, dementia and related memory issues that afflict our aging seniors. This 24-hour, stand alone facility will accommodate up to 66 residents in a secure and homelike atmosphere, with dedicated and experienced staff and management.

Services include three prepared meals daily, housekeeping, laundry and private bus transportation. Around the clock care and attention is provided to each resident on an individualized basis. Our programs are designed to build upon their strengths. Resident rooms are spacious, comfortable and can accommodate favorite pieces of furniture.

## **TRAFFIC/PARKING**

Because residents do not drive, we expect less than two trips per day per suite for visitor and staff purposes, but without the peak hour trip generation. This is based on the Institute of Transportation Engineers report and is far below equivalent trips per unit for a multi family project.

## **SITE DESIGN**

Neighborhood compatibility is achieved in the site planning and building design. Care is taken to minimize the impact to the existing community.

## **BUILDING DESIGN**

The exterior siding materials will include horizontal siding with brick accents. The roof will be architectural composition.

The building interior design has common areas for a variety of uses. There will be a common dining room and kitchen for shared meals.

The site is to extensively landscaped. Usable outdoor spaces include manicured lawn and enclosed courtyards.

## **THE MANAGEMENT COMPANY**

JEA Senior Living is a privately owned and operated management and development company based in Vancouver, Washington. JEA has been in operation for over 25 years and currently operates 45 special memory care facilities in 16 states and Canada. Jerry Erwin, founder of JEA Senior Living, has developed, owned and managed nursing homes, retirement facilities, assisted living and Alzheimer's special care centers for over 35 years.

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



After many years in the senior care industry, in 1994 upon witnessing his own mother's struggle with Alzheimer's, Mr. Erwin divested of his nursing and assisted living facilities to address the need for quality Alzheimer's care. JEA continues to enjoy a steady rate of growth due in large part to their unsurpassed quality in management and their unique building prototype.

## OVERVIEW

|                  |                                                                                                         |
|------------------|---------------------------------------------------------------------------------------------------------|
| Land Area        | 4.40 acres                                                                                              |
| Existing Zoning: | SC-1 Planned Unit Commercial Development District                                                       |
| Proposed Zoning: | ALF Allowed with Special Use Permit                                                                     |
| Existing Use:    | Vacant Land                                                                                             |
| Proposed Use:    | Assisted-Care Living Facility – As defined in the Tennessee Code Annotated Title 68, Chapter 11, Part 2 |

## DESIGN REQUIREMENTS

We meet the design requirements of the SC-1 zone.

- Lot Coverage
  - Maximum 70%
  - Proposed 20%
- Front Yard Setback (Kirby Whitten Parkway)
  - Required 15 feet
  - Proposed 89 feet to building
- Rear Yard Setback
  - Required N/A
  - Proposed 125 feet
- Side Yard Setback
  - Required N/A
  - Proposed 47 feet
- Maximum Building Height
  - Allowed 5 stories
  - Proposed 1 story
- Parking
  - Required 22 spaces – 13 spaces per 100 beds + 9 spaces
    - Accessible spaces required at 2 for 26 to 50 parking spaces
  - Provided 44 – 40 open spaces + 4 accessible spaces

## JUSTIFICATION

This development will provide a positive, quality, low impact addition to the local neighborhood as well as the greater community of Bartlett.

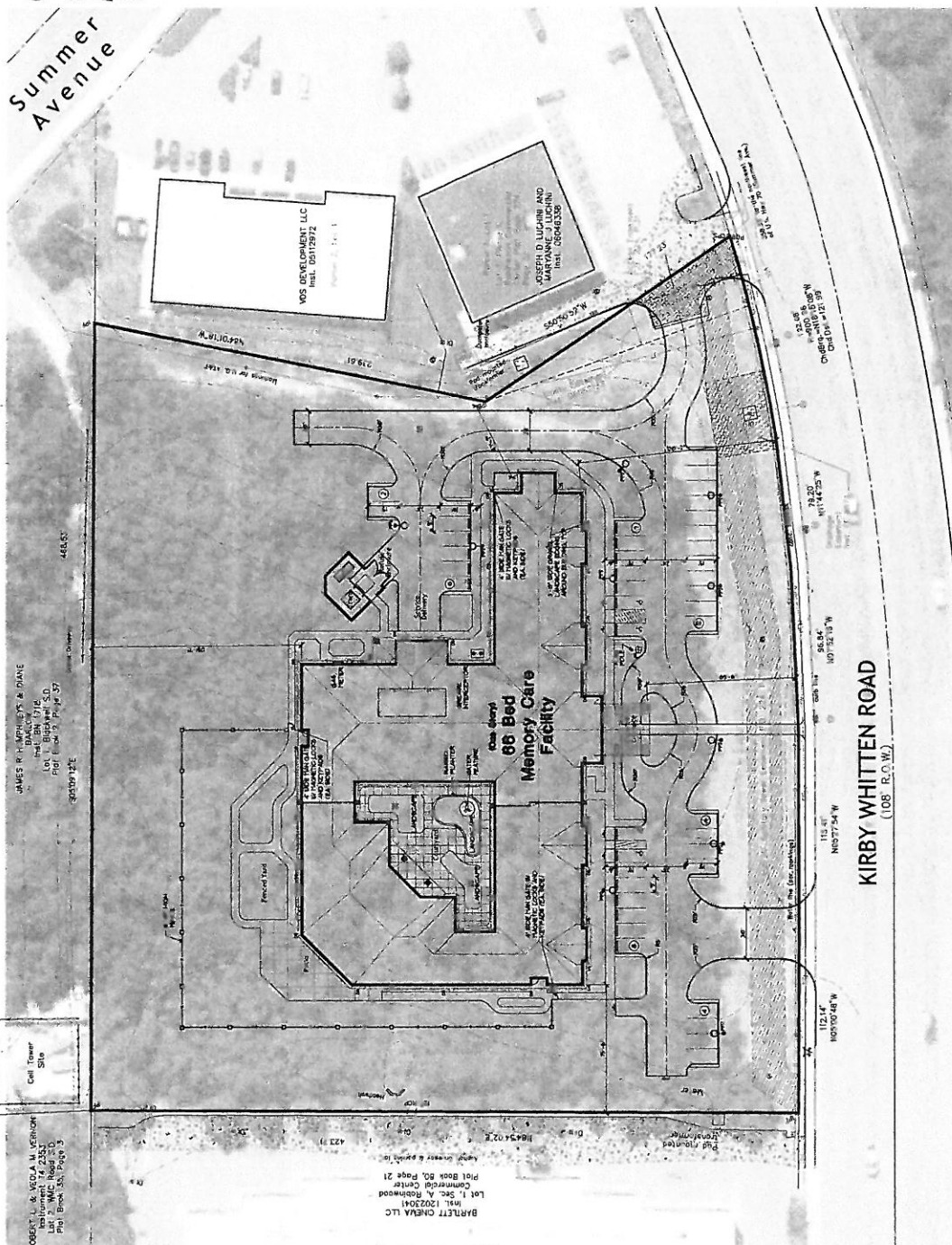
This site ideally suited for our senior housing use. It has close proximity to services such as shopping, recreation and medical needs while still being near established residential development.

# Bartlett Alzheimer's Special Care Center

Bartlett, Tennessee



7.1.a



## Site Plan Memory Care Facility

SCALE: 1" = 30'  
DATE: 07/15/2013



Project Zoning: SC-1

Project Area:

Gross Site Area: 4.40 Acres

Project Area Summary:

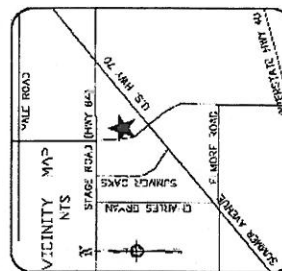
Site Area: 191,721 Sq Ft  
Building Footprint: 37,873 Sq Ft  
Parking / Drives: 29,704 Sq Ft  
Walks / Patios: 12,100 Sq Ft  
Landscape / Openspace: 112,044 Sq Ft

Parking:

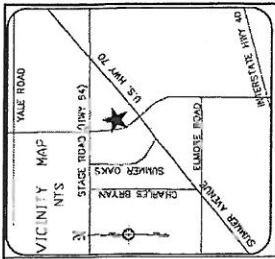
40 Open Spaces  
4 Accessible Spaces  
44 Total Spaces

Developer:

JEA Senior Living  
12115 NE 99th Street  
Suite 1800  
Vancouver, WA 98682  
360.254.9442







Legal Description

Being the Peggy L R Parker and Patricia R Sneed Revocable Living Trst property as recorded in Instrument Number 09160280 in Bartlett, Tennessee and being more particularly described as follows:

[illegible]

**PLOT PLAN**  
**ROBINW**  
**OWNER:**

**OWNER:** PEGGY PARKER & PATRICIA SNEED  
REVOCABLE LIVING TRUST  
JEA SENIOR LIVING

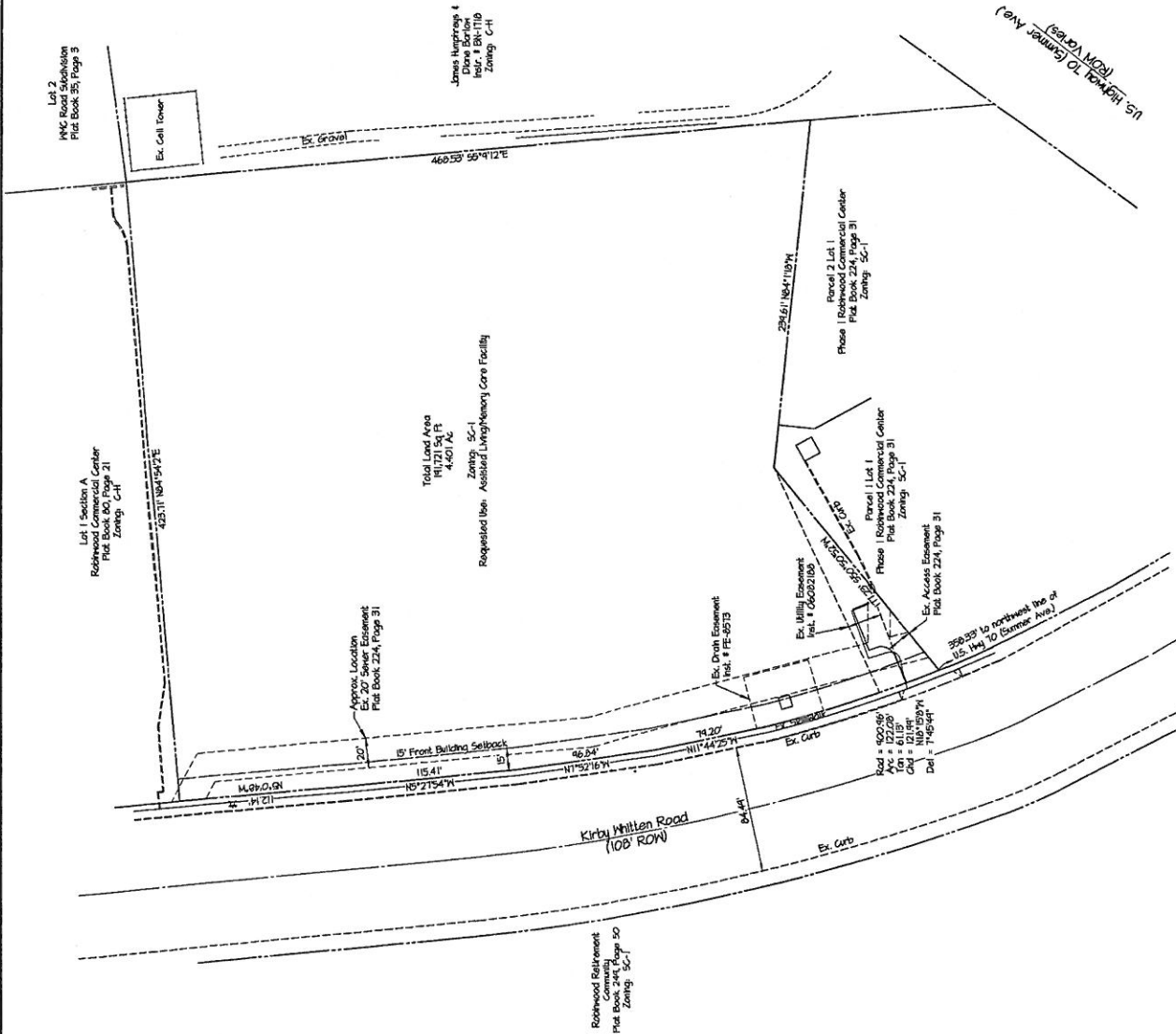
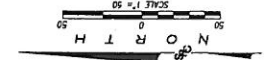
**DEVELOPER:**

DEVELOPER:

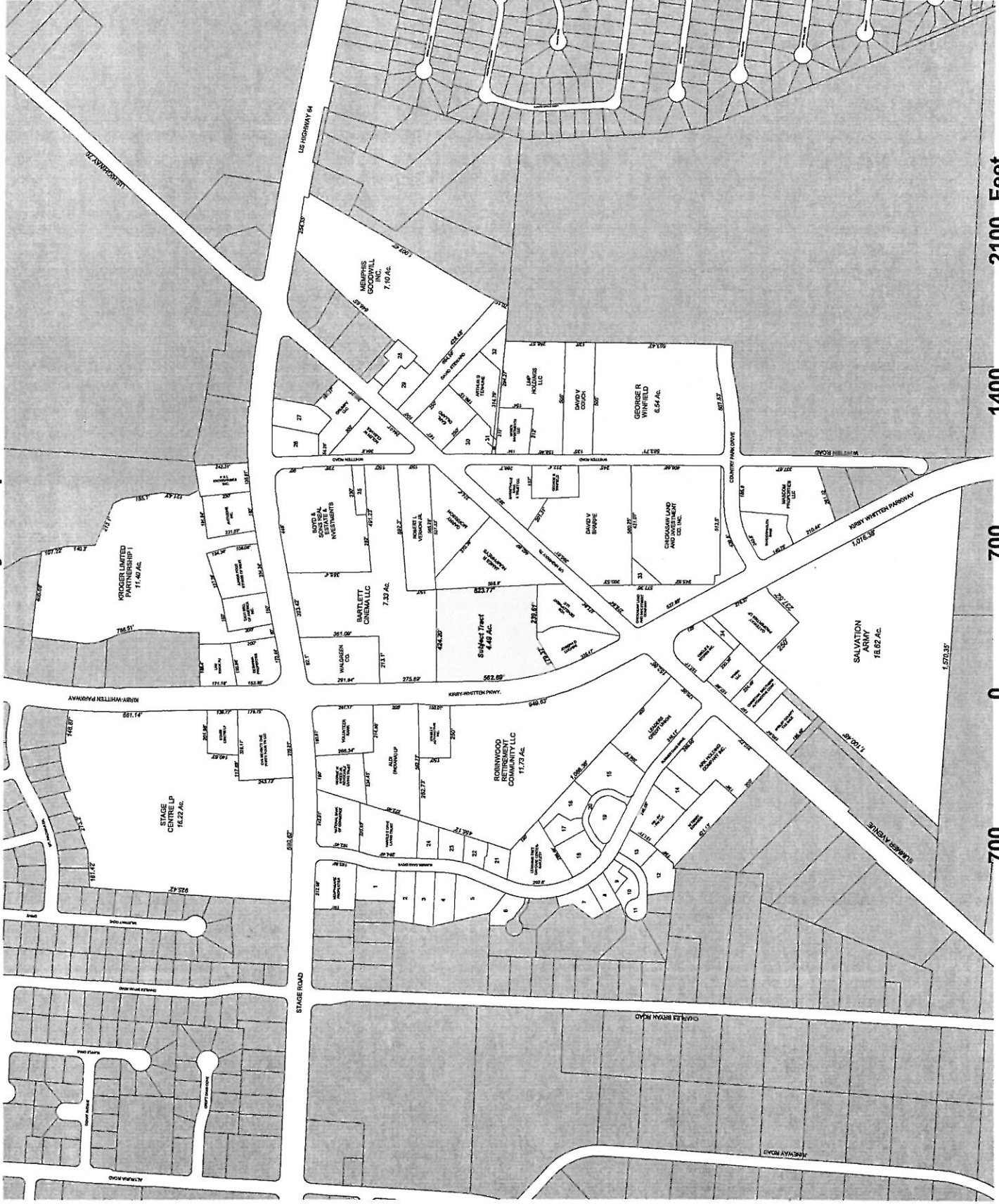
**SRC CONSULTING, LLC**  
5600 Shady Oaks Drive  
Suite 200  
Memphis, TN 38174  
Phone: (901) 373-4370  
Fax: (901) 373-4370

ENGINEERING – PLANNING  
WARD B1, BLOCK 57, PARCEL 863  
4.4 ACRES  
ZONING: SC-1  
BARTLETT, TENNESSEE  
AUGUST 2013  
SHEET 1 of 1

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



# Vicinity Map



Date: 08/20/13  
Prepared By: sh Da 080

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



# Perspective



Bartlett Alzheimer's Special Care Center



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### ADOPTED

### AGENDA ITEM

Meeting: 10/22/13 07:00 PM  
Department: Planning and Economic Development  
Category: Special use permit  
Prepared By: Sam Harris  
Department Head: Terry Emerick

## Set a public hearing for November 26, 2013 for Resolution 24-13, a Resolution Approving a Special Use Permit for El Primo Auto Repair and Used Tire Center to operate an Automobile Repair Shop (excluding Body Work) and the Sale of Class A Used Tires within the "C-H" Highway Business Zoning District.

**WHEREAS**, an application has been made for a Special Use Permit for an Automobile Repair Shop (excluding Body Work) and the sale of Class A Used Tires to be located at 6838 Summer Avenue within the "C-H" Highway Business Zoning District.

**WHEREAS**, the Planning Commission reviewed the proposed Special Use Permit for an Automobile Repair Shop (excluding Body Work) and the sale of Class A Used Tires to be located at 6838 Summer Avenue on Monday, October 7<sup>th</sup>, 2013, in accordance with their regulations and recommended approval of the Special Use Permit; and

**WHEREAS**, the Board of Mayor and Aldermen held a Public Hearing on the 26<sup>th</sup> day of November 2013, and approved the Special Use Permit for an Automobile Repair Shop (excluding Body Work) and the sale of Class A Used Tires to be located at 6838 Summer Avenue, subject to the following conditions:

### Engineering Conditions:

1. There are actually two parcels involved, with both being owned by the same entity:
  - a. One of the parcels - B015700776 - is a legal lot (lot 3 of Stage Summer subdivision - EH1988).
  - b. The other - B015700717 appears to have been created by meets and bounds in 1974 - J56642, using references relative to the old path of Stage Rd. The existing building housing all three entities is on this non-conforming parcel, while the parking is mostly on the legal lot. The joint ground sign splits the two parcels, so 50% of it is currently off-premises.
2. There is a dumpster sitting on the legal lot without a dumpster enclosure, but it is not clear who uses it. An enclosure should be required either as a condition of the Special Use Permit, or by Codes directly. The location shown for this dumpster in a 1994 Site Plan for Morgan Tire, (which at the time occupied all of the building, and a small accessory building on the legal parcel which has since been demolished), shows it to be on the nonconforming parcel. Over time it has moved to a more 'convenient' location out of the way 'next door'.
3. The existing building currently has water and sewer services.
4. Right of way dedication:
  - a. The right of way for the legal lot is currently at 54' to the Summer Ave centerline. Since the road has already been improved with curb/gutter and sidewalk on the legal parcel, a right of way dedication of 3 feet (to 57' from centerline) is required, and no road improvements are required.
  - b. The right of way for the nonconforming parcel is currently 53' to the Summer centerline. The nonconforming parcel will need to dedicate 4 additional feet to 57' from

centerline, and account for full road improvements. With the area to be improved being so small, cash-in-lieu of construction will be assessed for the entire 110' frontage of the nonconforming parcel - currently estimated at \$19,035.00.

c. Summer Avenue roadway will be improved by developer to City Engineer requirements if above cash payment is not made.

5. The nonconforming parcel should be combined with the legal lot to create one legal lot for the entire property.

**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 for an Automobile Repair Shop (excluding Body Work) and the sale of Class A Used Tires to be located at 6838 Summer Avenue incorporating the above listed conditions, is approved.

ADOPTED THIS 26<sup>th</sup> DAY OF NOVEMBER, 2013.

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

A. Keith McDonald, Mayor

Attest: \_\_\_\_\_

Stefanie McGee, City Clerk

|                  |                                                      |
|------------------|------------------------------------------------------|
| <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 |

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

Bartlett Planning and  
Economic Development Department  
6400 Stage Road, P.O. Box 341148  
Bartlett, TN 38184-1148  
901-385-6417 FAX 901-385-6419  
www.cityofbartlett.org

## Application for Special Use Permit Approval to the Bartlett Planning Commission

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

*El Primo*

Requested Special Use GENERAL MECHANIC SERVICES AND SALE OF USED TIR

Property Address 6838 SUMMER AVENUE

Present Zoning C-M

Owner/Developer Contact JUAN COSS Phone 901.257.5014

Company Name \_\_\_\_\_ Fax \_\_\_\_\_

Address 6838 SUMMER AVENUE

Architect Contact \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_

Engineer Contact DAVID BRAY Phone 901.383.8668

Company Name BRAY - DAVIS FIRM, LLC. Fax 901.383.8720

Address 2950 STAGE PLAZA NORTH

Submitted by DAVID BRAY (printed name) [Signature] (signature) 9.09.13 (date)

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

Attach a checked-off "Special Use Permit Checklist" and all items required therein.

Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00

Information to be entered by City staff only:

### Resubmittals

(See "Application Instructions: Planning Commission.")

| Resubmittal Description | Required Resubmittal Date/Time | Staff Initials |
|-------------------------|--------------------------------|----------------|
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |
|                         | _____ a.m./p.m. on _____       |                |

CITY OF BARTLETT





## The Bray – Davis Firm, LLC.

---

Telephone 901-383-8668  
Fax 901-383-8720

2950 Stage Plaza North  
Bartlett, Tennessee 38134

September 11, 2013

*Via Electronic Mail*

Terry Emerick  
Director of Planning  
City of Bartlett  
6400 Stage Road  
Bartlett, Tennessee 38134

**RE: S.U.P. - for 6838 Summer Avenue  
d/b/a El Primo Auto Repair and Used Tire Center  
Bartlett, TN**

Dear Mr. Emerick,

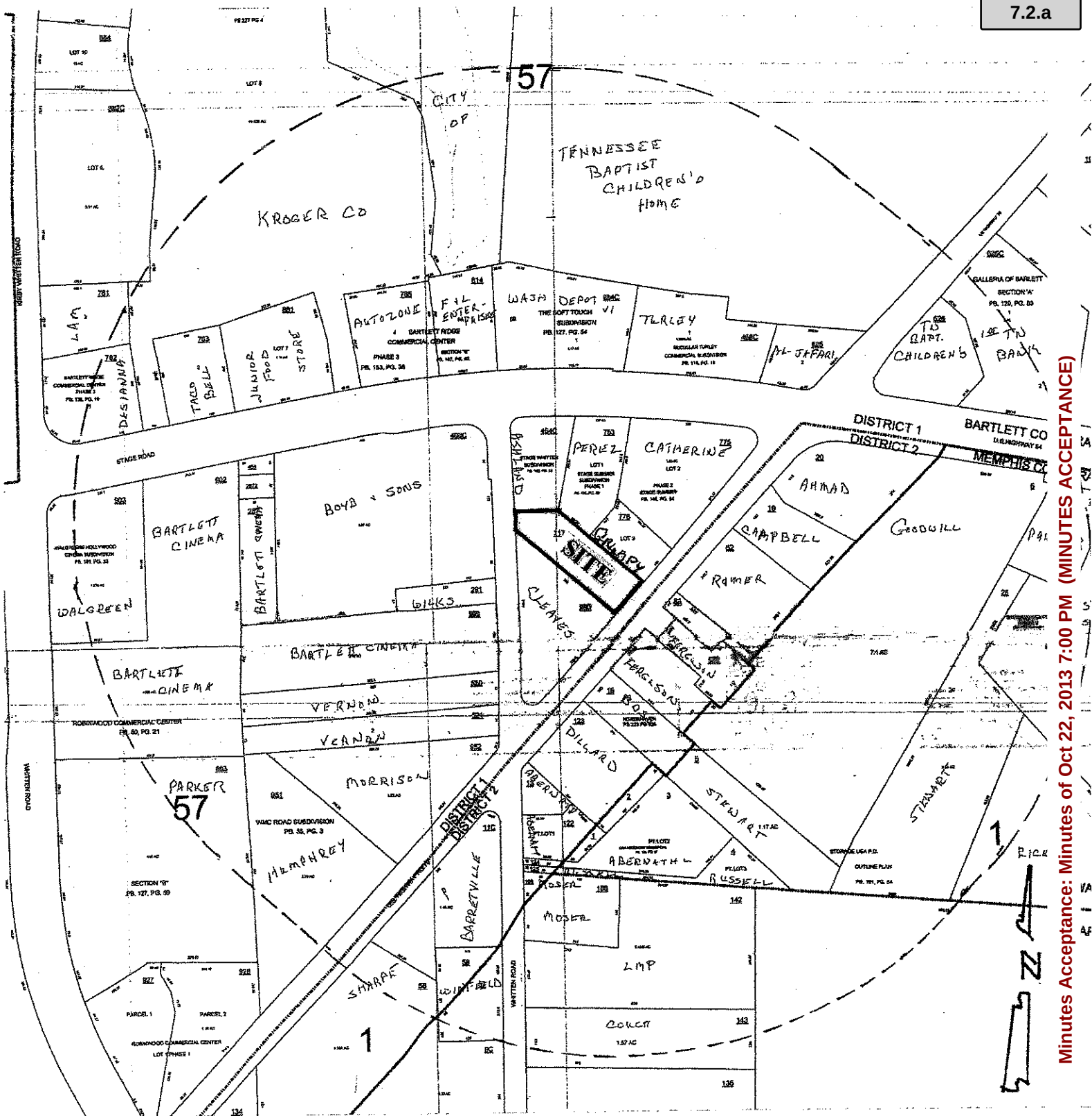
Please find attached an application for the above referenced property. This business is located in the C-H zoning district in Bartlett.

This application is to approve the following uses: all automotive repairs (excluding body work) and the sale of Class A used tires. The applicant will not make external architectural changes to the property.

If you have any questions or need any additional information, please contact me.

Sincerely,  
David G. Bray

Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)



Minutes Acceptance: Minutes of Oct 22, 2013 7:00 PM (MINUTES ACCEPTANCE)

## Bray - Davis Firm, LLC

2950 Stage Plaza North  
Bartlett, Tennessee 38134  
September 6, 2013

Scale 1"=300'+/-

Telephone 901-383-8668  
Fax 901-383-8720  
E-mail braydavisfirm01@aol.com



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

## RESOLUTION 25-13

Meeting: 10/22/13 07:00 PM

Department: Legal

Category: Agreement

Prepared By: Stefanie McGee

Initiator: Ed McKenney

Sponsors:

DOC ID: 1110

### **Resolution 25-13, a resolution accepting a donation by the Freeburg family of an approximate 4.6 acre tract of real property located at the corner of Centralia and the L & N Railroad.**

**WHEREAS**, Phillip Freeburg and his family have offered to donate to the City of Bartlett a tract of land consisting of approximately 4.6 acres located at the corner of Centralia and the L&N Railroad; and

**WHEREAS**, no goods or services were provided in exchange for said donation; and

**WHEREAS**, The City of Bartlett is generally authorized to accept donations of real and personal property pursuant to Article II, Section 2(8) of the Bartlett City Charter; and

**WHEREAS**, The Board of Mayor and Aldermen finds that it is appropriate to accept this generous offer by the Freeburg family

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE**, in accordance with Article II, Section 2(8) of the Bartlett City Charter, hereby accepts the generous donation by the Freeburg family of an approximate 4.6 acre tract of real property located at the corner of Centralia and the L& N Railroad.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to issue a letter to Phillip Freeburg and his family acknowledging the City's receipt of said donation.

ADOPTED this 22<sup>nd</sup> day of October, 2013.

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

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

\_\_\_\_\_  
Stefanie McGee, City Clerk

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



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED****AGENDA ITEM**

Meeting: 11/12/13 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

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**Bid for Coffee and Tea Services.**

On September 24, 2013 an ad was placed in the Memphis Daily News for Coffee and Tea Services. On October 15, 2013, the City of Bartlett received 3 bids, which were opened at City Hall.

Bids were received from Bowen Vending and Coffee Services, Premium Refreshment and Staples Advantage.

We recommend the bid be awarded to Premium Refreshment for a total annual price of approximately \$25,000.

Funds are available in department accounts, object code 341.

Thank you for your consideration.

**RESULT:           APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**           Jack Young, Vice Mayor

**SECONDER:**       Emily Elliott, Alderman

**AYES:**            Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

COFFEE BIDS 2013

6.1.a

|                                       | Qty<br>per<br>Case | Bowen<br>Vending &<br>Coffee<br>Service | Qty Per<br>Case | Premium<br>Refreshment | Qty<br>Per<br>Case | Staples<br>Advantage |
|---------------------------------------|--------------------|-----------------------------------------|-----------------|------------------------|--------------------|----------------------|
| Coffee Filter Packs                   |                    |                                         |                 |                        |                    |                      |
| Your Brand Coffee -Filter Packs Reg   | 42                 | \$25.00                                 | 48              | \$22.07                | 42                 | \$20.67              |
| Your Brand Coffee -Filter Packs Decaf | 42                 | \$27.00                                 | 48              | \$26.00                | 42                 | \$21.75              |
| Folgers Regular                       | 40                 | \$25.50                                 | 40              | \$26.04                | 42                 | \$19.89              |
| Folgers Decaf                         | 40                 | \$27.50                                 | 40              | \$27.00                | 42                 | \$22.49              |
| Single K Cup- Breakfast Blend         |                    |                                         |                 |                        |                    |                      |
| Regular Light Roast                   | 80                 | \$46.00                                 | 24              | \$13.00                | 24                 | \$10.99              |
| French Roast Dark Regular             | 72                 | \$46.00                                 | 24              | \$13.00                | 24                 | \$18.45              |
| French Roast Dark Decaf               | 72                 | \$47.00                                 | 24              | \$13.00                | 42                 | \$27.75              |
| K Cup Favor Coffee                    | 72                 | \$48.00                                 | 24              | \$13.00                | 22                 | \$11.49              |
| Tea 1 Gallon Bag 96/Box               | 96                 | \$27.00                                 | 96              | \$18.00                | 0                  | No Bid               |
| Tea 1 OZ Bag 100/Box                  | 96                 | \$22.00                                 | 100             | \$7.75                 | 100                | \$4.49               |



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 11/12/13 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

## Bid for two Nissan Altimas.

On October 31, 2013, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

|            |             |
|------------|-------------|
| AutoNation | \$43,150.00 |
| Sam Swope  | \$46,806.00 |
|            |             |
|            |             |
|            |             |
|            |             |

We recommend the bid for two Nissan Altimas for the Investigative Services Division be awarded to AutoNation Memphis for a total price of \$43,150.00.

Funds are available in account 124.48124.935.

Thank you for your consideration.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 11/12/13 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

## Bid for eight patrol vehicles.

On October 31, 2013, the City of Bartlett received 3 bids, which were opened at City Hall.

Bids were received from the following companies:

|                         |             |
|-------------------------|-------------|
| AutoNation              | \$23,161.00 |
| Columbia Chrysler Dodge | \$24,603.00 |
| Swope Auto Group        | \$24,218.38 |
|                         |             |
|                         |             |
|                         |             |

We recommend the bid be awarded to AutoNation for a total price of \$185,288.00.

Funds are available in account 311.48311.785.20314.

Thank you for your consideration.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick





## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 11/12/13 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

## Bid for equipping of eight patrol vehicles.

On October 31, 2013, the City of Bartlett received 2 bids, which were opened at City Hall.

Bids were received from the following companies:

|                  |          |
|------------------|----------|
| ComServ Wireless | \$33,800 |
| Fleet Safety     | \$43,840 |
|                  |          |
|                  |          |
|                  |          |
|                  |          |

We recommend the bid be awarded to ComServ Wireless for a total price of \$33,800.00.

Funds are available in account 311.48311.785.20314.

Thank you for your consideration.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**  
**MOVER:**        Jack Young, Vice Mayor  
**SECONDER:**   Emily Elliott, Alderman  
**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED****AGENDA ITEM**

Meeting: 11/12/13 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

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**Purchase of eight radar units.**

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED****AGENDA ITEM**

Meeting: 11/12/13 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

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**Purchase of 12 digital in-car cameras.**

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED****AGENDA ITEM**

Meeting: 11/12/13 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

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**Contract with TDOT to repave Kirby-Whitten between  
Summer Ave. and Memphis-Arlington Road.**

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick





**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

October 18, 2013

The Honorable A. Keith McDonald  
Mayor, City of Bartlett  
6400 Stage Road  
Bartlett, TN 38134

Re: Kirby Whitten Parkway from south City Limits to St. Elmo Road  
Bartlett, Shelby County  
PIN: 119685.00  
Federal Project #: Pending  
State Project #: 79LPLM-F0-322, 79LPLM-F1-323, 79LPLM-F2-324, 79LPLM-F3-325  
Contract: 130225

Dear Mayor McDonald:

Attached for your files is a copy of the fully executed contract regarding funding for the referenced project.

If you have any questions or need any additional information, please contact Andy Barlow at 615-741-7015 or [Andy.J.Barlow@tn.gov](mailto:Andy.J.Barlow@tn.gov).

Sincerely,

*Whitney Sullivan*

Whitney Sullivan  
Transportation Manager  
[whitney.sullivan@tn.gov](mailto:whitney.sullivan@tn.gov)

Attachment

Attachment: TDOT contract (1113 : TDOT Contract for Repaving Kirby Whitten)

Federally Funded: Locally, TDOT, or Combination Managed

**Agreement Number: 130225****Project Identification Number: 119685.00****Federal Project Number: Pending****State Project Number: 79LPLM-F0-322, 79LPLM-F1-323,  
79LPLM-F2-324, 79LPLM-F3-325****State of Tennessee Department of Transportation****LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this 4th day of Oct., 2013 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Bartlett (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Kirby Whitten Parkway from south City Limits to St. Elmo Road: mill and resurface, install pavement markings, and repair any deficient or non-ADA compliant sidewalk, curb and gutter, or handicap ramps

**A. PURPOSE OF AGREEMENT****A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT****B.1 General Requirements:**

- a)
- |                             | <b>Responsible Party</b> | <b>Funding Provided by Agency or Project.</b> |
|-----------------------------|--------------------------|-----------------------------------------------|
| Environmental Clearance by: | Agency                   | Project                                       |
| Preliminary Engineering by: | Agency                   | Project                                       |

Federally Funded: Locally, TDOT, or Combination Managed

|                          |        |         |
|--------------------------|--------|---------|
| Right-of-Way by:         | Agency | Project |
| Utility Coordination by: | Agency | Project |
| Construction by:         | Agency | Project |

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

### **B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before December 31, 2018. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

### **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by



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Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the

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reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any



construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

### **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.



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- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- 1) **Misrepresentation:**

- The Agency shall have made misrepresentation of a material nature in its

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application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**



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- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

### **D.4 Submission of the Proceedings, Agreements, and Other Documents:**

Attachment: TDOT contract (1113 : TDOT Contract for Repaving Kirby Whitten)

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- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

#### **D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

#### **D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

#### **D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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



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construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**  
The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In

this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

#### **D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

#### **D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

- a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



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- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

Attachment: TDOT contract (1113 : TDOT Contract for Repaving Kirby Whitten)

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**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency



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shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

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- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.



**D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

**D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

**D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

#### **D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

#### **D.25 Agreement Format:**



- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

#### **D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

#### **D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

#### **D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

#### **D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

#### **D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.



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**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

| <b>Amount</b>            |   | <b>Open to Public and Vehicular Traffic</b> |
|--------------------------|---|---------------------------------------------|
| \$1.00 - \$200,000       | = | 5 Years                                     |
| >\$200,000 - \$500,000   | = | 10 Years                                    |
| >\$500,000 - \$1,000,000 | = | 20 Years                                    |

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

Attachment: TDOT contract (1113 : TDOT Contract for Repaving Kirby Whitten)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

## CITY OF BARTLETT

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

By: A. Keith Myzma 9/11/13 By: [Signature] OCT 04 2013  
Mayor Date Commissioner Date

APPROVED AS TO  
FORM AND LEGALITYAPPROVED AS TO  
FORM AND LEGALITY

By: [Signature] 9/10/13 By: [Signature] 10/1/13  
Attorney Date General Counsel Date

STP TIP

**EXHIBIT "A"****CONTRACT #:** 130225**PROJECT IDENTIFICATION #:** 119685.00**FEDERAL PROJECT #:** PENDING**STATE PROJECT #:** 79LPLM-F0-322, 79LPLM-F1-323, 79LPLM-F2-324, 79LPLM-F3-325

**PROJECT DESCRIPTION:** Kirby Whitten Parkway from south City Limits to St. Elmo Road: mill and resurface, install pavement markings, and repair any deficient or non-ADA compliant sidewalk, curb and gutter, or handicap ramps

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**TYPE OF WORK:** Resurfacing and Safety

| PHASE        | FUNDING SOURCE | FED % | STATE % | LOCAL % | ESTIMATED COST |
|--------------|----------------|-------|---------|---------|----------------|
| PE-NEPA      | M-STP          | 80    | 0       | 20      | \$10,000.00    |
| PE-DESIGN    | M-STP          | 80    | 0       | 20      | \$15,000.00    |
| RIGHT-OF-WAY | M-STP          | 80    | 0       | 20      | \$10,000.00    |
| CONSTRUCTION | M-STP          | 80    | 0       | 20      | \$2,160,000.00 |
| TDOT ES      | M-STP          | 80    | 0       | 20      | \$5,000.00     |

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

**TDOT ENGINEERING SERVICES (TDOT ES):** In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

**LEGISLATIVE AUTHORITY:** STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Attachment: TDOT contract (1113 : TDOT Contract for Repaving Kirby Whitten)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### ADOPTED

### AGENDA ITEM

Meeting: 11/12/13 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Mark Saunders

Department Head: Rick McClanahan

## Close a section of Olive Street.

Michael and Susan Swain, 3756 Broadway, have requested the closure and transfer of a section of Olive Street that is about 202-feet long. The section of Olive Street to be closed is located south of Fourth Avenue. They own the property on both sides of this right-of-way and have maintained a gate for many years across Olive Street at the north end of the section to be closed. This is the entrance to the Swains privately-owned Ellendale Lodge. The public paving ends about 40-feet north of the gate. The remainder of the public right-of-way has been a gravel driveway which doesn't align with the technical right-of-way and has been treated as a private driveway. This right-of-way was informally established on the survey entitled Bristol Highway Subdivision dated 1932, but was never recorded. A 350-foot section of Olive Street immediately south of the proposed section to be closed was either closed at some time in the past, or never recognized, but is now owned by the Swains (inst. #07015432 Tract II) and includes the lake on the Ellendale Lodge property. (See Bristol Highway S/D attachment)

Engineering has reviewed this request and determined there is no need for this dead end section of right-of-way. However, in order to close it and transfer it to the Swains, the following must be done:

- Construct a hammerhead turnaround at the end of the remaining public right of way immediately north of this proposed closure;
- Establish a public sanitary sewer easement as there is an existing sanitary sewer main; and
- the Swains must prepare the plat document and pay for the recording.

The Swains have already constructed the hammerhead, have agreed to the sewer easement and had the plat document prepared for recording (copy is attached). It should be noted, that this is the same process that has been applied to other street closures in the past.

Recommend Board approval of this request to close this section of Olive Street and to transfer the property to Michael D. Swain and Susan N. Swain.

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick







**OWNER'S CERTIFICATE (City of Bartlett)**  
I, Michael D. Swain, the undersigned, do hereby approve the transfer of title and rights to the \_\_\_\_\_, approve currently owned as public right of way but is currently closed and declared access by the City of Bartlett, Shelby County, Tennessee, to be transferred to Michael D. Swain, and Wife Susan N. Swain, the adjacent property owners, with a public 25' x 30' Sanitary Sewer Easement enclosure, also identified herein.

Mayor, City of Bartlett

**NOTARY CERTIFICATE (City of Bartlett)**  
**STATE OF TENNESSEE**  
**COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained as his own free act and deed.

Witness my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

My commission expires \_\_\_\_\_

Public \_\_\_\_\_ Notary

\*\*\*\*\*

**OWNER'S CERTIFICATE (Michael and Susan Swain)**  
We, Michael D. and Susan N. Swain, hereby accept the transfer of title and rights to the property currently owned as public right of way but is currently closed and declared access by the City of Bartlett and identified herein as being transferred to Michael D. Swain, and Wife Susan N. Swain, the adjacent property owners, with a public 25' x 30' Sanitary Sewer Easement enclosure.

Michael D. Swain

Susan N. Swain

**NOTARY CERTIFICATE (Michael and Susan Swain)**

**STATE OF TENNESSEE**  
**COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared, with whom I am personally acquainted, and who, upon oath, acknowledged the foregoing instrument for the purposes therein contained as his own free act and deed.

Witness my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

My commission expires \_\_\_\_\_

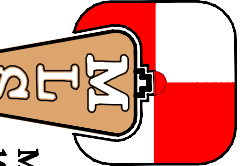
\_\_\_\_\_, Notary Public

\*\*\*\*\*

**CITY OF BARTLETT. RECORDING CERTIFICATE**  
This right of way plot is being recorded to:  
a. Transfer excess/closed public right of way to the adjacent property owners.  
b. Establish a 25' x 30' Sanitary sewer easement within the area addressed in "a".  
The undersigned do hereby certify that all required improvements have been installed or that a performance bond or other collateral in sufficient amount to assure completion of all improvements has been provided and the recording of this plot is hereby approved by the City of Bartlett, Tennessee.

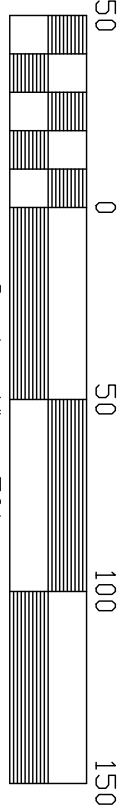
Date \_\_\_\_\_ 2013  
Secretary, Bartlett Planning Commission

Date \_\_\_\_\_ 2013  
Mayor, City of Bartlett

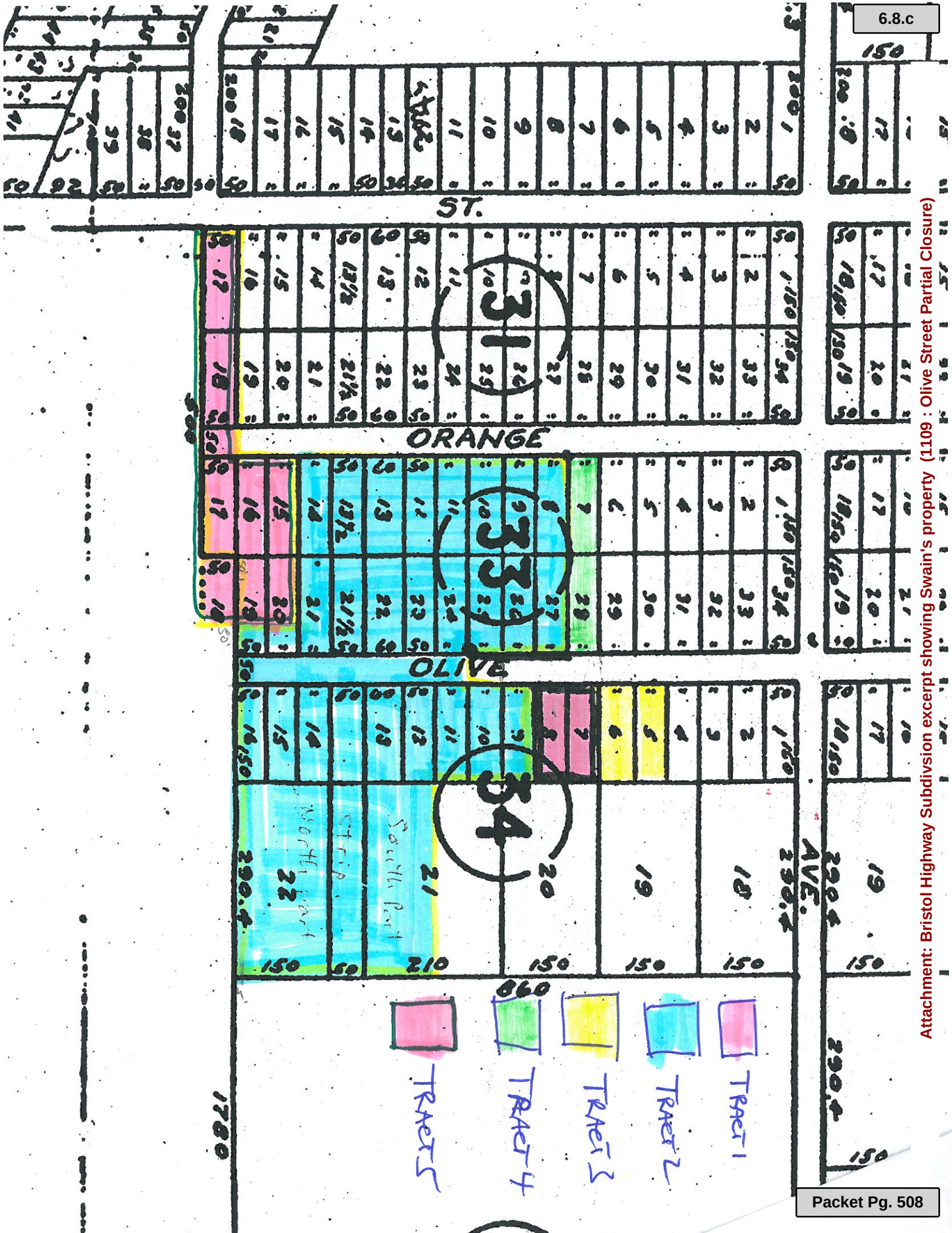


**MILESTONE LAND SURVEYING, INC.**  
10560 HIGHWAY 70, SUITE #1  
LAKELAND, TN 38002  
PHONE: (901) 867-8671  
FAX: (901) 867-9889

**SHEET 2 OF 2**  
**"OLIVE STREET: RIGHT OF WAY CLOSURE, TRANSFER OF TITLE, AND EASEMENT PLAT"**  
LOCATED IN  
BARTLETT, SHELBY COUNTY, TENNESSEE  
SCALE: 1" = 50' DATE: SEPTEMBER 19, 2013









## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 11/12/13 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

## Planning Commission Report for November 2013.

### NEW BUSINESS

#### Subdivision Master Plan

#### **I. Cross Subdivision, Southwest corner of Germantown Road and Brother Blvd (Ray Flake, Civil Engineering Services)**

**INTRODUCTION:** Mr. Terry Emerick explained that Mr. Ray Flake with Civil Engineering Services is requesting Planning Commission approval of a Master Plan for the Cross Subdivision. The subject property is located at the southwest corner of Germantown Road and Brother Boulevard within the "SC-1" Planned Unit Commercial Zoning District.

**DISCUSSION:** More specifically, the applicant is proposing to subdivide 3.86-acres of land into a two lot commercial subdivision with Lot 1 being 1.5-acres, and Lot 2 being 2.36-acres. Lot 1 will be the future location of a Mapco service station and will have access from Germantown Road and shared access with Lot 2 from Brother Boulevard. Lot 2 will contain a detention pond to service both lots and has no future planned development at this time. The future Mapco station will be adjacent to a residential neighbor.

***Approved the Master Plan with conditions of staff with the exception of Engineering condition 11b which was deferred until the next meeting when the Site Plan has been submitted. Condition "a" remains.***

#### **"Access:**

**11. Germantown Rd:** All driveway access and utility work within the Germantown Rd right of way will require approval and permits from TDOT. TDOT generally works with the City in approving driveways, and the City's input is essentially contained in the following conditions:

- a.** With the property line about 6 inches from the neighbor's driveway, the 20' buffer (less the fence) will need to extend through the building setback all the way to the curb, which will also affect any the commercial driveway placement leading onto Germantown Rd.
- b.** Prior to re-establishing any new driveway access to Germantown Rd, applicant shall prepare a traffic study based on current and projected traffic flows with appropriate speed and sight distance to determine how far the requested driveway must be located to be safely far enough from the signalized intersection. The City has a recent speed study conducted in the southbound right lane which can be made available to the applicant's



engineer. (Note: a full movement driveway anywhere along the short Germantown Rd frontage will place the exiting cars in conflict with the northbound left turn traffic and that is not safe or acceptable). It should be noted: *The original lot had full-movement residential driveway access onto the old 2-lane Germantown Rd prior to its widening to 6 lanes plus a center median lane, and prior to the new construction of Brother Blvd with 4 lanes plus a center turn lane. When additional right of way was acquired by the State for both jobs, Germantown Rd access was removed and relocated onto Brother Blvd due to the close proximity to the new intersection and the limited 225' of Germantown Rd frontage. Thus, there is no existing driveway access to Germantown Rd for applicant's lot. Any proposed right-in/ right-out driveway onto Germantown Road shall be angled to discourage any left turns in or out, and shall include an appropriate ingress/egress easement for the adjacent property to the south for the future use when that lot develops commercially."*

**RESULT:**        **APPROVED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:**        Jack Young, Vice Mayor

**SECONDER:**   Emily Elliott, Alderman

**AYES:**         Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

**ADOPTED**

### AGENDA ITEM

Meeting: 11/12/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Department Head: Dick Phebus

## **Resolution 26-13, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$40,199.36 for a 2014 alcohol enforcement grant and amend the Fiscal Year 2014 Budget to appropriate the grant.**

**WHEREAS**, the Police Department did apply for and receive a 100 percent funded grant from the State of Tennessee Highway Safety Office in the amount of \$40,199.36 for operating expenses for the 2014 Alcohol Enforcement Grant ; and

**WHEREAS**, it is necessary to accept the grant and amend the fiscal year 2014 Grant Fund budget to appropriate the grant revenues and expenditures; and

**NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen**, that the State of Tennessee Highway Safety Office grant in the amount of \$40,199.36 is accepted and the fiscal year 2014 Grant Fund Budgets be amended to appropriate the grant.

**Adopted this day of November 12, 2013**

\_\_\_\_\_  
W.C. Pleasant, Register to the

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

\_\_\_\_\_  
Board of Mayor and Aldermen

Attest: \_\_\_\_\_  
Stefanie McGee, City Clerk

**RESULT:**       **APPROVED [UNANIMOUS]**

**MOVER:**       David Parsons, Alderman

**SECONDER:**   Emily Elliott, Alderman

**AYES:**        Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                             |                        |                           |             |                      |           |                         |        |                    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|------------------------|---------------------------|-------------|----------------------|-----------|-------------------------|--------|--------------------|--|
| TENNESSEE DEPARTMENT OF TRANSPORTATION                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                             |                        |                           |             |                      |           |                         |        | Document No. _____ |  |
| <b>STARS PROJECT ACTION FORM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                             |                        |                           |             |                      |           |                         |        |                    |  |
| Check One                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> | New                         |                        | Adjust                    |             |                      | FV Adjust |                         | Close  |                    |  |
| EA/SUBJOB                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     |                             | Federal Project Number |                           |             |                      | County    |                         |        |                    |  |
| 97279-0652-04                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |                             |                        |                           |             |                      | Shelby    |                         |        |                    |  |
| Description: (40 spaces)                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                     | Bartlett Police Department  |                        |                           |             |                      |           |                         |        |                    |  |
| Length                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     | Type Work                   |                        | Alcohol Enforcement Grant |             |                      |           |                         |        |                    |  |
| Fed. Appn                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                     | State                       | 480                    | SpD                       | Agreement # | Agreement #          | SpD       | Fed. Appn.              |        | State              |  |
| Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Amount                              |                             |                        |                           |             |                      |           | Funds                   | Amount |                    |  |
| Federal                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$                                  | 40,199.36                   |                        |                           |             |                      |           | Federal                 |        |                    |  |
| State                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                             |                        |                           |             |                      |           | State                   |        |                    |  |
| Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                             |                        |                           |             |                      |           | Other                   |        |                    |  |
| S3-NP                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                             |                        |                           |             |                      |           |                         |        |                    |  |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                                  | 40,199.36                   |                        |                           |             |                      |           | Total                   |        |                    |  |
| Third Party Participant                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                             |                        |                           |             |                      |           | Third Party Participant |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                             |                        |                           |             |                      |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | <b>Grant Information</b>    |                        |                           |             | <b>Participation</b> |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | From: 10/1/2013             |                        |                           |             | Federal 100%         |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | To: 9/30/2014               |                        |                           |             | State 0%             |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | Amt: \$40,199.36            |                        |                           |             | Local 0%             |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | No. 154AL-14-302            |                        |                           |             | Other 0%             |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                             |                        |                           |             | Total 100%           |           |                         |        |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | Funding Source: 154AL Funds |                        |                           |             |                      |           |                         |        |                    |  |
| FUNDS AVAILABLE FOR ALLOTMENT _____                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                             |                        |                           |             |                      |           |                         |        | DATE: _____        |  |
| <b>REMARKS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |                             |                        |                           |             |                      |           |                         |        |                    |  |
| <div style="position: absolute; top: 10px; left: 10px; font-size: 2em;">7100199459</div> <div style="position: absolute; top: 750px; left: 150px;"> Allotments: -<br/> Expenditures: -<br/> Balance: - </div> <div style="position: absolute; top: 670px; left: 580px; border: 1px solid black; padding: 5px;"> For Finance &amp; GHSO use only:<br/> Match<br/> Federal % 100%<br/> State% 0%<br/> Local% 0%<br/> Total 100%<br/> Benefit to local X Yes 0 No </div> |                                     |                             |                        |                           |             |                      |           |                         |        |                    |  |
| Coded by JW                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     | Date: 10-1-13               |                        | Program Manager:          |             |                      |           | Deborah Scruggs         |        |                    |  |
| Originator: Kevin Hager                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     | Confirmed: Jodi Williams    |                        |                           |             |                      |           |                         |        |                    |  |
| Authorized: [Signature]                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     | Date: OCT 02 2013           |                        |                           |             |                      |           |                         |        |                    |  |

OCT 02 2013 119801.00



jc

## TDOT Standard Contract Summary Form

Originating Office: Governors Highway Safety OfficeReturn signed contract to: Governors Highway Safety OfficeOriginal Contract ☐ Amendment ☐Contract ☐ Grant ☒Contractor: Bartlett Police DepartmentAmount: \$40,199.36 / per yr/Term/Life of Project ☒ Federal  
☐ State  
☐ LocalTerm: 10/1/2013 / Ext. 9/30/2014 /Project Name and Number: Alcohol Enforcement GrantGrant No. 154AL-14-302Conduct Enforcement through saturation patrols and DUI checkpoints

Method of Procurement:

☐ Low Bid

☒ F&A Service RFP

☒ Negotiated pursuant to F&A regs

☐ Brooks Act

☐ UT Contract Authority

☐ Other \_\_\_\_\_

If amendment, date and value of original contract: \_\_\_\_\_

Recommended for Commissioner's Signature: Mia VickersCertified as to Availability of Funds: Jennifer Herstedt  
Director of Finance



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Governor's Highway Safety Office

## SIGNATURE AUTHORITY CONSENT FORM

I, Glen Williamson as the Assistant Chief of  
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Bartlett Police Dept. hereby grant the person(s) identified below signatory authority  
Name of Organization Receiving Grant

for the 2013-2014 grant awarded by the Governor's Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

David G. Cupp

Name (Printed)

Glen Williamson

Name (Printed)

\_\_\_\_\_

Name (Printed)

[Signature]

Signature

[Signature]

Signature

\_\_\_\_\_

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Governor's Highway Safety Office.

[Signature]  
Signature of Person Granting Authority

10/02/2013  
Date

|                                                                                                                                                                                                                                                                                          |              |                                            |                          |                                       |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------|--------------------------|---------------------------------------|------------------------------|
|  <b>GRANT CONTRACT</b><br>(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)                                                                            |              |                                            |                          |                                       |                              |
| <b>Begin Date</b><br>October 1, 2013                                                                                                                                                                                                                                                     |              | <b>End Date</b><br>September 30, 2014      |                          | <b>Agency Tracking #</b><br>Z14GHS437 |                              |
| <b>Edison ID</b><br>37410                                                                                                                                                                                                                                                                |              |                                            |                          |                                       |                              |
| <b>Contractor Legal Entity Name</b><br>Bartlett Police Department                                                                                                                                                                                                                        |              |                                            |                          | <b>Edison Vendor ID</b><br>1617       |                              |
| <b>Subrecipient or Vendor</b><br><input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor                                                                                                                                                                        |              |                                            | <b>CFDA #</b><br>20.607  |                                       |                              |
| <b>Service Caption</b> (one line only)<br>Alcohol Enforcement Grant                                                                                                                                                                                                                      |              |                                            |                          |                                       |                              |
| <b>Funding —</b>                                                                                                                                                                                                                                                                         |              |                                            |                          |                                       |                              |
| <b>FY</b>                                                                                                                                                                                                                                                                                | <b>State</b> | <b>Federal</b>                             | <b>Interdepartmental</b> | <b>Other</b>                          | <b>TOTAL Contract Amount</b> |
| 2014                                                                                                                                                                                                                                                                                     |              | \$40,199.36                                |                          |                                       | \$40,199.36                  |
|                                                                                                                                                                                                                                                                                          |              |                                            |                          |                                       |                              |
|                                                                                                                                                                                                                                                                                          |              |                                            |                          |                                       |                              |
|                                                                                                                                                                                                                                                                                          |              |                                            |                          |                                       |                              |
|                                                                                                                                                                                                                                                                                          |              |                                            |                          |                                       |                              |
| <b>TOTAL:</b>                                                                                                                                                                                                                                                                            |              | <b>\$40,199.36</b>                         |                          |                                       | <b>\$40,199.36</b>           |
| <b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                        |              |                                            |                          |                                       |                              |
| <b>Budget Officer Confirmation:</b> 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.<br><br> |              |                                            | <b>OCR USE - GG</b>      |                                       |                              |
| <b>Speed Chart</b> (optional)<br>T1001                                                                                                                                                                                                                                                   |              | <b>Account Code</b> (optional)<br>71302000 |                          |                                       |                              |

14-37410

6/14/2013

Address # 3

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
Bartlett Police Department**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Bartlett Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 1617

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backlog of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backlog of DUI cases pending in courts.
- A.3. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.4. Quarterly reports are due in the State office no later than the 15<sup>th</sup> of the month following the quarter covered by the reporting period. The Grantee agrees:
  - a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
  - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
  - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.
  - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.
  - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
  - f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes
  - g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state (1) the percentage of the total cost of the project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project.



A.5. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

A.6. 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.;
- b. the Grantee's proposal

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning October 1, 2013, and ending on September 30, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Thousand One Hundred Ninety Nine Dollars and Thirty Six Cents (\$40,199.36). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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 work, 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 Transportation, Governor's Highway Safety Office  
505 Deaderick Street, 18th 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 Transportation, Governor's Highway Safety Office.
  - (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, and/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-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- 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 and 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 said 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 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 contract period 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 cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost 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 contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, 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 Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- 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 matter in relation thereto. 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. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present 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 said form is received by the State, all

payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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. Said termination shall not be deemed a breach of 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 which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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 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 be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Form to Report Lobbying," 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 section 1352, title 31, *U.S. Code*.

- D.8. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees 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.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this 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 Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting*

for *Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.

- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. 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.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) 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 such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

- D.18. 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

agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.

- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties 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.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**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, these special terms and conditions shall control.

- E.2. 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Kendell Poole, Director  
Department of Transportation, Governor's Highway Safety Office  
505 Deaderick St., 18th Floor  
Nashville, TN 37243  
Telephone # (615) 741-2589  
FAX # (615) 253-5523

The Grantee:

David Cupp, Captain  
Bartlett Police Department  
Bartlett, Tennessee 38133  
dcupp@bartlettspolice.org  
Telephone # ( ) -  
FAX # (901) 382-9179

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

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of 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.
- E.4. 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.
- E.5. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract;



previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

E.7. 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 offense 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.

E.8. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or

15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
  - c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
  - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**Bartlett Police Department:**

7-08-13 GG

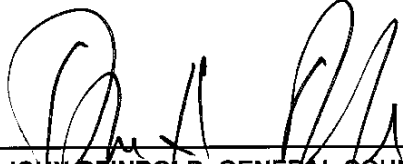
  
GRANTEE SIGNATURE10-1-13  
DATECAPTAIN DAVID G. CUPP  
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

  
JOHN C. SCHROER, COMMISSIONER

OCT 16 2013

DATE

  
JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY10/15/13  
DATE

**ATTACHMENT ONE**  
**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**  
**(BUDGET PAGE 1)**

| Agency Name: Bartlett Police Department                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                   |                    |                          |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|--------------------|
| Project Title: Multiple Violations Grant                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                   |                    |                          |                    |
| The grant budget line-item amounts below shall be applicable only to expense incurred during the following                                                                                                                                                                                                                                                                                                                                            |                                                                                                                   |                    |                          |                    |
| Applicable Period: BEGIN: 10/01/2013 END: 09/30/2014                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                   |                    |                          |                    |
| POLICY<br>03 Object<br>Line-Item<br>Reference                                                                                                                                                                                                                                                                                                                                                                                                         | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>                                                                    | GRANT<br>CONTRACT  | GRANTEE<br>PARTICIPATION | TOTAL<br>PROJECT   |
| 1 & 2                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Salaries and Benefits & Taxes                                                                                     | \$35,199.36        | \$0.00                   | \$35,199.36        |
| 4, 15                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Professional Fee, Grant & Award <sup>2</sup>                                                                      | \$0.00             | \$0.00                   | \$0.00             |
| 5, 6, 7, 8,<br>9, 10                                                                                                                                                                                                                                                                                                                                                                                                                                  | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | \$0.00             | \$0.00                   | \$0.00             |
| 11, 12                                                                                                                                                                                                                                                                                                                                                                                                                                                | Travel, Conferences & Meetings                                                                                    | \$5,000.00         | \$0.00                   | \$5,000.00         |
| 13                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Interest <sup>2</sup>                                                                                             | \$0.00             | \$0.00                   | \$0.00             |
| 14                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Insurance                                                                                                         | \$0.00             | \$0.00                   | \$0.00             |
| 16                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Specific Assistance To Individuals                                                                                | \$0.00             | \$0.00                   | \$0.00             |
| 17                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Depreciation <sup>2</sup>                                                                                         | \$0.00             | \$0.00                   | \$0.00             |
| 18                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Other Non-Personnel <sup>2</sup>                                                                                  | \$0.00             | \$0.00                   | \$0.00             |
| 20                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Capital Purchase <sup>2</sup>                                                                                     | \$0.00             | \$0.00                   | \$0.00             |
| 22                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Indirect Cost                                                                                                     | \$0.00             | \$0.00                   | \$0.00             |
| 24                                                                                                                                                                                                                                                                                                                                                                                                                                                    | In-Kind Expense                                                                                                   | \$0.00             | \$0.00                   | \$0.00             |
| 25                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>GRAND TOTAL</b>                                                                                                | <b>\$40,199.36</b> | <b>\$0.00</b>            | <b>\$40,199.36</b> |
| <p>1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <a href="http://www.state.tn.us/finance/rds/ocr/policy03.pdf">www.state.tn.us/finance/rds/ocr/policy03.pdf</a>).</p> <p>2 Applicable detail attached if line-item is funded.</p> |                                                                                                                   |                    |                          |                    |

Attachment: 2013-2014 Traffic Grant.pdf (1111 : Governor's Highway Safety Office Grant FY2014)



ATTACHMENT ONE CONTINUED  
GRANT BUDGET LINE-ITEM DETAIL INFORMATION  
(BUDGET PAGE 2)

| PROFESSIONAL FEE/ GRANT & AWARD | AMOUNT        |
|---------------------------------|---------------|
|                                 | \$0.00        |
| <b>TOTAL</b>                    | <b>\$0.00</b> |

| OTHER NON-PERSONNEL | AMOUNT        |
|---------------------|---------------|
|                     | \$0.00        |
| <b>TOTAL</b>        | <b>\$0.00</b> |

| CAPITAL PURCHASE              | AMOUNT        |
|-------------------------------|---------------|
| Equipment (Less Than \$5,000) | \$0.00        |
| <b>TOTAL</b>                  | <b>\$0.00</b> |



# Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

## ADOPTED

### RESOLUTION 28-13

Meeting: 11/12/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1115

## **Resolution 28-13, a resolution to appropriate an additional \$213,226 from fund balances for the City's minimum suggested contribution to its retirement plan for Fiscal Year 2014**

**WHEREAS**, the Fiscal Year 2014 Operating Budget did include funds for the City's contribution to the City of Bartlett retirement plan; and

**WHEREAS**, the actuarial analysis of the plan did indicate that the City's required contribution should be more than was budgeted in Fiscal Year 2014; and

**WHEREAS**, in order to meet the actuarial minimum suggested required contribution for Fiscal Year 2014 it is necessary to appropriate an additional \$213,226 for the retirement plan; and

**WHEREAS**, \$213,226 of funds are available for the City's contribution from the following fund balances; General Fund \$185,402, Solid Waste Fund \$13,974, Drainage Fund \$473, and Utility Fund \$13,377.

**NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen**, that an additional City contribution of \$213,226 be made to the pension plan with the source of funds being available fund balances.

**Adopted this day of November 12, 2013**

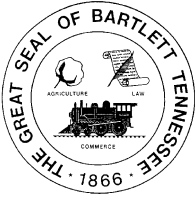
\_\_\_\_\_  
W.C. Pleasant, Register to the

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

Board of Mayor and Aldermen

Attest: \_\_\_\_\_  
Stefanie McGee, City Clerk

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



# City of Bartlett

A. Keith McDonald, Mayor

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## MEMORANDUM

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**To:** Board of Mayor and Aldermen

**From:** Dick Phebus, Finance Director

**Re: Pension Plan Funding**

**Date:** November 1, 2014

Resolution 28-13 is proposed to fund the fiscal year 2014 Annual Pension Cost as determined by the actuarial valuation as of July 1, 2013.

|                                    | <u>Suggested Contribution</u> | <u>% Budgeted Payroll</u> |
|------------------------------------|-------------------------------|---------------------------|
| Annual Minimum Contribution (2014) | \$ 3,395,590                  | 14.9%                     |
| Amount Budgeted (2014)             | <u>3,182,364</u>              | 14.0%                     |
| Amount Needed                      | \$ 213,226                    |                           |

Attachment: PensionPlanFundingMemo14 (28-13 : Additional Appropriation for Pension Fund, Res 28-13)



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/12/13 07:00 PM

Department: Finance

Category: Report

Prepared By: Dick Phebus

Department Head: Dick Phebus

---

**Report on Debt Obligation General Obligation 2013 Series.**

**RESULT: NO VOTE REQUIRED**

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**1. Public Entity:**

Name City of Bartlett, Tennessee  
 Address P.O. Box 341148  
Bartlett, Tennessee 38134-1148  
General Obligation Refunding & Improvement Bonds, Series 2013

**2. Debt Obligation:**

- |                                     |                   |
|-------------------------------------|-------------------|
| <input checked="" type="checkbox"/> | a. Bond           |
| <input type="checkbox"/>            | b. CON            |
| <input type="checkbox"/>            | c. BAN            |
| <input type="checkbox"/>            | d. GAN            |
| <input type="checkbox"/>            | e. TRAN           |
| <input type="checkbox"/>            | f. CRAN           |
| <input type="checkbox"/>            | g. Capital Lease  |
| <input type="checkbox"/>            | h. Loan Agreement |

Note: Enclose a copy of the executed NOTE FORM if applicable.

**3. Security For Debt Obligation:**

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> | a. General Obligation             |
| <input type="checkbox"/>            | b. General Obligation+Revenue+Tax |
| <input type="checkbox"/>            | c. Revenue                        |
| <input type="checkbox"/>            | d. TIF                            |
| <input type="checkbox"/>            | e. Annual Appropriations          |

**4. Purpose of Issue:**

- |                                     |                             |         |
|-------------------------------------|-----------------------------|---------|
| <input checked="" type="checkbox"/> | a. General Government       | 47.29 % |
| <input type="checkbox"/>            | b. Education                | %       |
| <input type="checkbox"/>            | c. Highways and Streets     | %       |
| <input type="checkbox"/>            | d. Public Safety            | %       |
| <input type="checkbox"/>            | e. Solid Waste Disposal     | %       |
| <input type="checkbox"/>            | f. Industrial Park          | %       |
| <input type="checkbox"/>            | g. Manufacturing Facilities | %       |
| <input type="checkbox"/>            | h. Health Facilities        | %       |
| <input type="checkbox"/>            | i. Airports                 | %       |
| <input type="checkbox"/>            | j. Utilities                | %       |
| <input type="checkbox"/>            | i. Water                    | %       |
| <input type="checkbox"/>            | ii. Sewer                   | %       |
| <input type="checkbox"/>            | iii. Electric               | %       |
| <input type="checkbox"/>            | iv. Gas                     | %       |
| <input checked="" type="checkbox"/> | k. Refunding or Renewal     | 52.71 % |
| <input type="checkbox"/>            | l. Other _____              | %       |
- specify

**5. Face Amount of Debt Obligation:** \$4,690,000.00

**Premium/Discount:** \$225,221.10

**6. Type of Sale:**

- |                                     |                            |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | a. Competitive Public Sale |
| <input type="checkbox"/>            | b. Informal Bid            |
| <input type="checkbox"/>            | c. Negotiated Sale         |
| <input type="checkbox"/>            | d. Loan Program            |

**7. Tax Status:**

- |                                     |                                |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/>            | a. Tax Exempt                  |
| <input checked="" type="checkbox"/> | b. Tax Exempt - Bank Qualified |
| <input type="checkbox"/>            | c. Taxable                     |

**8. Dated Date:** 10/23/2013

**9. Issue Date (Closing Date):** 10/23/2013

**10. Ratings:**

- |                      |            |
|----------------------|------------|
| a. Moody's           | <u>Aa1</u> |
| b. Standard & Poor's | <u>AAA</u> |
| c. Fitch             | _____      |
| d. Unrated           | _____      |

**11. Interest Cost:**

- |            |                                     |                                         |
|------------|-------------------------------------|-----------------------------------------|
| 2.539207 % | <input checked="" type="checkbox"/> | a. TIC                                  |
|            | <input type="checkbox"/>            | b. NIC                                  |
|            | <input type="checkbox"/>            | c. Variable: Index _____ plus _____ bps |
|            | <input type="checkbox"/>            | d. Other _____                          |

**12. Recurring Costs:**

- |                              |          |
|------------------------------|----------|
| a. Remarketing Agent (bps)   | <u>0</u> |
| b. Liquidity (bps)           | <u>0</u> |
| c. Credit Enhancements (bps) | <u>0</u> |

**13. Maturity Dates, Amounts and Interest Rates**

| Year | Amount | Interest Rate |  | Year | Amount | Interest Rate |
|------|--------|---------------|--|------|--------|---------------|
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |

If additional space is needed, attach additional sheet.

**14. Repayment Schedule**

| This Issue |                         |         | Total Debt Outstanding |                         |         |
|------------|-------------------------|---------|------------------------|-------------------------|---------|
| Year       | Cum. Principal Redeemed | % Total | Year                   | Cum. Principal Redeemed | % Total |
| 1          | \$0                     | 0.00    | 1                      | \$2,555,000             | 8.39    |
| 5          | \$2,260,000             | 48.19   | 5                      | \$13,365,000            | 43.90   |
| 10         | \$3,280,000             | 69.94   | 10                     | \$23,565,000            | 77.40   |
| 15         | \$3,865,000             | 82.41   | 15                     | \$28,485,000            | 93.56   |
| 20         | \$4,540,000             | 96.80   | 20                     | \$30,295,000            | 99.51   |
| 25         | \$4,690,000             | 100.00  | 25                     | \$30,445,000            | 100.00  |
| 30         |                         |         | 30                     |                         |         |

(Round to Nearest Dollar)

|                                               |                     | Name of Firm                |
|-----------------------------------------------|---------------------|-----------------------------|
| a. Financial Advisor Fees*                    | \$16,249.00         | Public Financial Management |
| b. Legal Fees:                                |                     |                             |
| i. Bond Counsel                               | \$14,500.00         | Bass, Berry & Sims PLC      |
| ii. Issuer's Counsel                          |                     |                             |
| iii. Trustee's Counsel                        |                     |                             |
|                                               |                     |                             |
|                                               |                     |                             |
| c. Paying Agent Fees and<br>Registration Fees | \$525.00            | U.S. Bank                   |
| d. Trustee Fees                               |                     |                             |
| e. Remarketing Agent Fees                     |                     |                             |
| f. Liquidity Fees                             |                     |                             |
| g. Rating Agency Fees                         | \$21,366.00         | Moody's, S&P's              |
| h. Credit Enhancement Fees                    |                     |                             |
| i. Underwriter's Discount <u>0.93</u> %       | \$43,599.00         | Guggenheim Securities       |
| i. Take Down                                  |                     |                             |
| ii. Management Fee                            |                     |                             |
| iii. Risk Premium                             |                     |                             |
| iv. Underwriter's Counsel                     |                     |                             |
| v. Other Expenses                             |                     |                             |
| j. Printing and Advertising Fees              | \$1,576.00          | i-Deal                      |
| k. Issuer Fees                                |                     |                             |
| l. Real Estate Fees                           |                     |                             |
| m. Bank Closing Costs                         |                     |                             |
| n. Other Costs                                | \$3,503.00          | Miscellaneous expenses      |
| <b>Total Costs</b>                            | <b>\$101,318.00</b> |                             |

\*If other costs are included, please itemize

Note: Enclose a copy of the DISCLOSURE DOCUMENT/ OFFICIAL STATEMENT if applicable.

(Use additional pages if necessary)

Director of Finance

Not later than 12 months after the

end of each fiscal year, commencing with fiscal year June 30, 2013

The City has executed a Continuing Disclosure Certificate to assist the Underwriter in complying with the requirements of SEC Rule 15c2-12. A copy of such Continuing Disclosure Certificate is attached as an appendix to the Official Statement for the Bonds. The Official Statement may be retrieved at <http://emma.msrb.org/EA569061-EA443380-EA839289.pdf>.



**17. Description of Compliance with Written Debt Management Policy:**

(Use additional pages if necessary)

The Bonds comply with the requirements of the City's debt management policy. The Bonds were issued in the manner provided by and in compliance with the "Transparency Requirements" section. As required by the "Bond Structure" section, the term of the Bonds does not exceed the useful life of the projects financed or refinanced by the Bonds. The Bonds are secured by a general obligation pledge of the City as permitted by "Types of Debt". The Bonds have a 10-year call as preferred in the "Bond Structure" section. The Bonds currently refund prior debt of the City as permitted by the "Refinancing Outstanding Debt" section when such refunding will result in positive net present value savings. The City approved engagement letters with the financial advisor and bond counsel as provided in the "Consultants and Other Professionals" section of the policy. The Bonds were sold and awarded on a competitive basis in the manner provided in "Methods of Issuance".

**18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:**

(Use additional pages if necessary)

N/A

19.

A. Keith Myrman  
 Authorized Representative  
 Mayor

Title

10/23/2013

Date

kmcDonald@cityofbartlett.org

Email

Karen Neal

Preparer

Member

Title

Bass, Berry &amp; Sims

Firm

10/23/2013

Date

kneal@bassberry.com

Email

20.

Submitted to Governing Body on \_\_\_\_\_ and presented at its public meeting held on \_\_\_\_\_

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,  
 James K. Polk State Office Building, Nashville TN 37243-1402

City of Bartlett, Tennessee  
General Obligation Refunding and Improvement Bonds, Series 2013  
Attachment to State Report on Debt Obligation

Box 13:

| Bond Component  | Maturity Date | Amount          | Rate   |
|-----------------|---------------|-----------------|--------|
| <hr/>           |               |                 |        |
| Bond Component: |               |                 |        |
|                 | 09/01/2014    | 535,000         | 3.000% |
|                 | 09/01/2015    | 560,000         | 3.000% |
|                 | 09/01/2016    | 575,000         | 3.000% |
|                 | 09/01/2017    | 590,000         | 3.000% |
|                 | 09/01/2018    | 615,000         | 3.000% |
|                 | 09/01/2019    | 95,000          | 3.000% |
|                 | 09/01/2020    | 100,000         | 3.000% |
|                 | 09/01/2021    | 105,000         | 3.000% |
|                 | 09/01/2022    | 105,000         | 3.000% |
|                 | 09/01/2023    | 110,000         | 3.000% |
|                 | 09/01/2024    | 115,000         | 3.000% |
|                 | 09/01/2029    | 130,000         | 3.250% |
|                 |               | <hr/> 3,635,000 |        |
| Term 2026:      |               |                 |        |
|                 | 09/01/2025    | 115,000         | 3.000% |
|                 | 09/01/2026    | 120,000         | 3.000% |
|                 |               | <hr/> 235,000   |        |
| Term 2028:      |               |                 |        |
|                 | 09/01/2027    | 125,000         | 3.000% |
|                 | 09/01/2028    | 125,000         | 3.000% |
|                 |               | <hr/> 250,000   |        |
| Term 2031:      |               |                 |        |
|                 | 09/01/2030    | 135,000         | 3.500% |
|                 | 09/01/2031    | 140,000         | 3.500% |
|                 |               | <hr/> 275,000   |        |
| Term 2033:      |               |                 |        |
|                 | 09/01/2032    | 145,000         | 3.625% |
|                 | 09/01/2033    | 150,000         | 3.625% |
|                 |               | <hr/> 295,000   |        |
|                 |               | <hr/> 4,690,000 |        |

Weighted average maturity – 6.8839

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/12/13 07:00 PM

Department: Finance

Category: Report

Prepared By: Dick Phebus

Department Head: Dick Phebus

---

**Report on Debt Obligation Water Sewer 2013 Series**

**RESULT: NO VOTE REQUIRED**

**REPORT ON DEBT OBLIGATION**  
(Pursuant to Tennessee Code Annotated Section 9-21-151)

**1. Public Entity:**

Name City of Bartlett, Tennessee  
 Address P.O. Box 341148  
Bartlett, Tennessee 38134-1148  
Water & Sewer Rev & Tax Ref & Improvement Bonds, Series 2013

**2. Debt Obligation:**

- ☒ a. Bond  
☐ b. CON  
☐ c. BAN  
☐ d. GAN  
☐ e. TRAN  
☐ f. CRAN  
☐ g. Capital Lease  
☐ h. Loan Agreement

Note: Enclose a copy of the executed NOTE FORM if applicable.

**3. Security For Debt Obligation:**

- ☐ a. General Obligation  
☒ b. General Obligation+Revenue+Tax  
☐ c. Revenue  
☐ d. TIF  
☐ e. Annual Appropriations

**4. Purpose of Issue:**

- |                                     |                             |         |
|-------------------------------------|-----------------------------|---------|
| <input type="checkbox"/>            | a. General Government       | _____ % |
| <input type="checkbox"/>            | b. Education                | _____ % |
| <input type="checkbox"/>            | c. Highways and Streets     | _____ % |
| <input type="checkbox"/>            | d. Public Safety            | _____ % |
| <input type="checkbox"/>            | e. Solid Waste Disposal     | _____ % |
| <input type="checkbox"/>            | f. Industrial Park          | _____ % |
| <input type="checkbox"/>            | g. Manufacturing Facilities | _____ % |
| <input type="checkbox"/>            | h. Health Facilities        | _____ % |
| <input type="checkbox"/>            | i. Airports                 | _____ % |
| <input checked="" type="checkbox"/> | j. Utilities                | 67.35 % |
| <input checked="" type="checkbox"/> | i. Water                    | _____ % |
| <input checked="" type="checkbox"/> | ii. Sewer                   | _____ % |
| <input type="checkbox"/>            | iii. Electric               | _____ % |
| <input type="checkbox"/>            | iv. Gas                     | _____ % |
| <input checked="" type="checkbox"/> | k. Refunding or Renewal     | 32.65 % |
| <input type="checkbox"/>            | l. Other _____              | _____ % |
- specify

**5. Face Amount of Debt Obligation:** \$2,005,000.00

**Premium/Discount:** \$85,204.15

**6. Type of Sale:**

- ☒ a. Competitive Public Sale  
☐ b. Informal Bid  
☐ c. Negotiated Sale  
☐ d. Loan Program

**7. Tax Status:**

- ☐ a. Tax Exempt  
☒ b. Tax Exempt - Bank Qualified  
☐ c. Taxable

**8. Dated Date:** 10/23/2013

**9. Issue Date (Closing Date):** 10/23/2013

**10. Ratings:**

- |                      |            |
|----------------------|------------|
| a. Moody's           | <u>Aa1</u> |
| b. Standard & Poor's | <u>AAA</u> |
| c. Fitch             | _____      |
| d. Unrated           | _____      |

**11. Interest Cost:**

- 2.791149 % ☒ a. TIC  
☐ b. NIC  
☐ c. Variable: Index \_\_\_\_\_ plus \_\_\_\_\_ bps  
☐ d. Other \_\_\_\_\_

**12. Recurring Costs:**

- |                              |          |
|------------------------------|----------|
| a. Remarketing Agent (bps)   | <u>0</u> |
| b. Liquidity (bps)           | <u>0</u> |
| c. Credit Enhancements (bps) | <u>0</u> |



**13. Maturity Dates, Amounts and Interest Rates**

| Year | Amount | Interest Rate |  | Year | Amount | Interest Rate |
|------|--------|---------------|--|------|--------|---------------|
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |
|      |        | %             |  |      |        | %             |

If additional space is needed, attach additional sheet.

**14. Repayment Schedule**

| This Issue |                         |         | Total Debt Outstanding |                         |         |
|------------|-------------------------|---------|------------------------|-------------------------|---------|
| Year       | Cum. Principal Redeemed | % Total | Year                   | Cum. Principal Redeemed | % Total |
| 1          | \$0                     | 0.00    | 1                      | \$1,165,000             | 8.43    |
| 5          | \$715,000               | 35.66   | 5                      | \$5,980,000             | 43.27   |
| 10         | \$1,155,000             | 57.61   | 10                     | \$10,665,000            | 77.17   |
| 15         | \$1,505,000             | 75.06   | 15                     | \$12,830,000            | 92.84   |
| 20         | \$1,915,000             | 95.51   | 20                     | \$13,730,000            | 99.35   |
| 25         | \$2,005,000             | 100.00  | 25                     | \$13,820,000            | 100.00  |
| 30         |                         |         | 30                     |                         |         |

| (Round to Nearest Dollar)                     |                    | Name of Firm                |
|-----------------------------------------------|--------------------|-----------------------------|
| a. Financial Advisor Fees*                    | \$6,946.37         | Public Financial Management |
| b. Legal Fees:                                |                    |                             |
| i. Bond Counsel                               | \$10,000.00        | Bass, Berry & Sims PLC      |
| ii. Issuer's Counsel                          |                    |                             |
| iii. Trustee's Counsel                        |                    |                             |
|                                               |                    |                             |
|                                               |                    |                             |
| c. Paying Agent Fees and<br>Registration Fees | \$225.00           | U.S. Bank                   |
| d. Trustee Fees                               |                    |                             |
| e. Remarking Agent Fees                       |                    |                             |
| f. Liquidity Fees                             |                    |                             |
| g. Rating Agency Fees                         | \$9,134.00         | Moody's, S&P's              |
| h. Credit Enhancement Fees                    |                    |                             |
| i. Underwriter's Discount <u>0.93</u> %       | \$18,639.00        | Guggenheim Securities       |
| i. Take Down                                  |                    |                             |
| ii. Management Fee                            |                    |                             |
| iii. Risk Premium                             |                    |                             |
| iv. Underwriter's Counsel                     |                    |                             |
| v. Other Expenses                             |                    |                             |
| j. Printing and Advertising Fees              | \$674.00           | i-Deal                      |
| k. Issuer Fees                                |                    |                             |
| l. Real Estate Fees                           |                    |                             |
| m. Bank Closing Costs                         |                    |                             |
| n. Other Costs                                | \$1,497.00         | Miscellaneous expenses      |
| <b>Total Costs</b>                            | <b>\$47,115.37</b> |                             |

\*If other costs are included, please itemize

Note: Enclose a copy of the DISCLOSURE DOCUMENT/ OFFICIAL STATEMENT if applicable.

[illegible]

**17. Description of Compliance with Written Debt Management Policy:**

(Use additional pages if necessary)

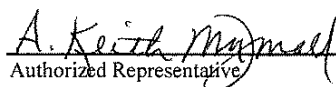
The Bonds comply with the requirements of the City's debt management policy. The Bonds were issued in the manner provided by and in compliance with the "Transparency Requirements" section. As required by the "Bond Structure" section, the term of the Bonds does not exceed the useful life of the projects financed or refinanced by the Bonds. The Bonds are secured by a general obligation pledge of the City as permitted by "Types of Debt". The Bonds have a 10-year call as preferred in the "Bond Structure" section. The Bonds currently refund prior debt of the City as permitted by the "Refinancing Outstanding Debt" section when such refunding will result in positive net present value savings. The City approved engagement letters with the financial advisor and bond counsel as provided in the "Consultants and Other Professionals" section of the policy. The Bonds were sold and awarded on a competitive basis in the manner provided in "Methods of Issuance".

**18. (If any) Description of Derivative and Compliance with Written Derivative Management Policy:**

(Use additional pages if necessary)

N/A

19.



Authorized Representative

Mayor

Title

10/23/2013

Date

kmcdonald@cityofbartlett.org

Email

Karen Neal

Preparer

Member

Title

Bass, Berry &amp; Sims

Firm

10/23/2013

Date

kneal@bassberry.com

Email

20.

Submitted to Governing Body on \_\_\_\_\_ and presented at its public meeting held on \_\_\_\_\_

COPY TO: Director - Office of State and Local Finance, 505 Deaderick Street, Suite 1600,  
James K. Polk State Office Building, Nashville TN 37243-1402

City of Bartlett, Tennessee  
 Water and Sewer Revenue and Tax Refunding and Improvement Bonds, Series 2013  
 Attachment to State Report on Debt Obligation

Box 13:

| Bond Component  | Maturity Date | Amount    | Rate   |
|-----------------|---------------|-----------|--------|
| <hr/>           |               |           |        |
| Bond Component: |               |           |        |
|                 | 09/01/2014    | 165,000   | 3.000% |
|                 | 09/01/2015    | 175,000   | 3.000% |
|                 | 09/01/2016    | 185,000   | 3.000% |
|                 | 09/01/2017    | 190,000   | 3.000% |
|                 | 09/01/2018    | 190,000   | 3.000% |
|                 | 09/01/2019    | 60,000    | 3.000% |
|                 | 09/01/2020    | 60,000    | 3.000% |
|                 | 09/01/2021    | 65,000    | 3.000% |
|                 | 09/01/2022    | 65,000    | 3.000% |
|                 | 09/01/2023    | 65,000    | 3.000% |
|                 | 09/01/2024    | 70,000    | 3.000% |
|                 |               | <hr/>     |        |
|                 |               | 1,290,000 |        |
| <br>            |               |           |        |
| Term 2027:      |               |           |        |
|                 | 09/01/2025    | 70,000    | 3.000% |
|                 | 09/01/2026    | 70,000    | 3.000% |
|                 | 09/01/2027    | 75,000    | 3.000% |
|                 |               | <hr/>     |        |
|                 |               | 215,000   |        |
| <br>            |               |           |        |
| Term 2030:      |               |           |        |
|                 | 09/01/2028    | 75,000    | 3.400% |
|                 | 09/01/2029    | 80,000    | 3.400% |
|                 | 09/01/2030    | 80,000    | 3.400% |
|                 |               | <hr/>     |        |
|                 |               | 235,000   |        |
| <br>            |               |           |        |
| Term2033:       |               |           |        |
|                 | 09/01/2031    | 85,000    | 3.625% |
|                 | 09/01/2032    | 90,000    | 3.625% |
|                 | 09/01/2033    | 90,000    | 3.625% |
|                 |               | <hr/>     |        |
|                 |               | 265,000   |        |
| <hr/>           |               |           |        |
|                 |               | 2,005,000 |        |

Weighted average maturity - 8.5407

12482483.1

Attachment: Water and sewer debt obligation report (1118 : Report on Debt Obligation Water Sewer 2013 Series)