



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 24, 2023 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Johnny Byrd, Legacy Church

FUTURE MEETINGS

Bartlett Station Commission, November 1 at 7:30 a.m.

City Beautiful Commission, November 2 at 6:30 p.m.

Industrial Development Board, November 2 at 7 p.m.

Family Assistance Commission, November 6 at 6 p.m.

Planning Commission, November 6 at 7 p.m.

Beer Board, November 7 at 6 p.m.

Parks and Recreation Advisory Board, moved from November 9 to November 16 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 10, 2023 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for The Legend of Stanky Creek Bike Race. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, November 4 from 9 a.m. to 7 p.m. at Nesbit Park.
- 2 Special event permit for 27th Annual St. Valentine's Day 5k/10k Run. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, February 10, 2024 from 5 a.m. to 1 p.m. at Bartlett Baptist Church.

- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Eight items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 4 Treasurer's Report for September 2023. (Dick Phebus, Director of Finance)**

NEW BUSINESS

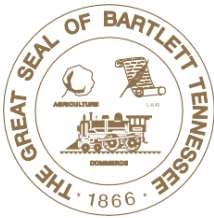
- I Appoint Deborah Bookas to the Parks and Recreation Advisory Board. (David Parsons, Mayor)**
- 2 Resolution 33-23, a resolution to revise and update the Personnel Policies for the City of Bartlett, Tennessee. (Ted Archdeacon, Director of Personnel)**
- 3 Resolution 37-23, a resolution to amend the FY2024 Grants Fund and General Fund budgets to recognize State of Tennessee, Tennessee Corrections Institute Training Grant to the Bartlett Police Department for Training Equipment Purposes. (Dick Phebus, Director of Finance)**
- 4 First Reading of Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use. (Kim Taylor, Director of Planning and Economic Development). The public hearing to be set for November 28, 2023.**
- 5 Appeal of the Design Review Commission's denial of the request of the Smoker's Shop, located at 6524 Memphis-Arlington Road, to add accordion security bars behind the window frames inside the store on the front elevation. (Kim Taylor, Director of Planning and Economic Development)**

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty

(20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 10, 2023 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Pastor Jerry Davis, Fullview Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 12 at 6 p.m.

Historic Preservation Commission, October 16 at 6:30 p.m.

Bartlett Arts Council, October 17 at 6 p.m.

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

Board of Zoning Appeals, October 19 at 6:30 p.m.

Christmas Parade Ad Hoc Committee Meeting, October 24 at 7 p.m.

RECOGNITIONS

William Surbrook, Boy Scout from Troop #261 was recognized. William is in the process of earning his Eagle Scout designation.

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

MINUTES ACCEPTANCE

Minutes of the September 26, 2023 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Oct 10, 2023 6:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Dispense with second Board of Mayor and Aldermen meeting in December. (David Parsons, Mayor)**
- 2 Special Event Permit for K-9 Fundraiser Expo. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, November 4 from 8 a.m. to 1 p.m. at Freeman Park.
- 3 Allen and Hoshall Design Contract for Sewer Work Funded By ARPA Funds. (John Horne, Director of Engineering)**
Recommend accepting the design contract proposal from Allen and Hoshall in the amount of \$505,900.00. Funding is available in the FY24 approved budget.
- 4 Bid for Annual Asphalt Paving Project. (John Horne, Director of Engineering)**
Recommend accepting the lower bids from the following contractors:
Citywide asphalt pavement - Lehman-Roberts; asphalt picked up at plant - Standard Construction and Lehman-Roberts. Funds are available in Account 311.48311.780.456.

NEW BUSINESS

- 1 Resolution 34-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund, School Nutrition Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)**

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

- 2 Resolution 35-23, a Resolution to amend the FY2024 Grants Fund and General Fund budgets to recognize State of Tennessee, Department of Safety and Homeland Security grants to the Bartlett Police Department for Community-Based Traffic Safety Enforcement, Education and Network Coordinator Purposes. (Dick Phebus, Director of Finance)**

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

3 Resolution 36-23, a resolution authorizing the City of Bartlett to participate in the “Property Conservation” matching grant program from Public Entity Partners. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Alderman Reaves requested an update on construction on Old Brownsville Road. Director of Engineering John Horne stated that the current traffic studies show the signage at the intersections is correct. They will continue to monitor the situation as the public changes their traffic patterns to adapt to the completed construction and opening of the new lanes.

Ferrell Paving has indicated they intend to be finished with the work on Old Brownsville Road by November 1.

Director of Bartlett Performing Arts and Conference Center Michael Bollinger provided an update on the schedule for the 25th Anniversary Season. Several shows have already sold out.

Citizen Joe Tanner, 6880 Sawbriar Cove, spoke about the new Old Brownsville Expansion and the stop signs. He stated that he has done some research and would like to recommend that the use of roundabouts be considered to address traffic issues along the expanded roadway.

Citizen Allen Young, 6180 Bending River Cove, spoke about the parcel of land behind 6170 and 6180 Bending River Cove. He has maintained the lot since moving into his home in 2011. Mr. Young would like to know how to obtain the lot and add to his property. Mayor Parsons asked him to call the Mayor's office on the next business day.

ADJOURNMENT

Meeting adjourned at 6:27 PM

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

David Parson, Mayor

Minutes Acceptance: Minutes of Oct 10, 2023 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/24/23 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Trey Arthur

Special event permit for The Legend of Stanky Creek Bike Race.



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

5760 Yale Road, Bartlett 38135
 Address Zip Code
Saturday 11/4/23 9A - 7P
 Dates of the Event Hours of the Event
Mountain Bike Race
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
City of Bartlett
 Property Owner
Stanky Creek Cycling 4650 E. Easway Cove Bartlett 38135
 Special Event Permit Applicant Address of Applicant
901-356-1465 Kris Whitson 901-591-6839 Todd Garten
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☒ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☒ Letter of Permission
☒ Insurance
☒ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☐ Sign or Banner

<u>\$60.00</u>	Special Event Fee
<u>\$5.00</u>	Permit Issuing Fee
<u>\$7.00</u>	Software Fee
<u>\$</u>	2% Credit Card Fee
<u>\$</u>	Total Permit Fee

Todd Garten Todd Garten 9/9/23
 Responsible Person Signature and Printed Name Date

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

APPROVAL

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

Special Event Checklist

Event: The Legend of Stanky Creek Bike Race
 Location: Nesbit Park
 Dates: November 4, 2023 9A-7P

Type of special event: (Check one.)

- ☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.
- ☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

- ☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.
- ☒ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

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

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

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			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	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		X		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			X	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

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

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		X		<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.	
14			X	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

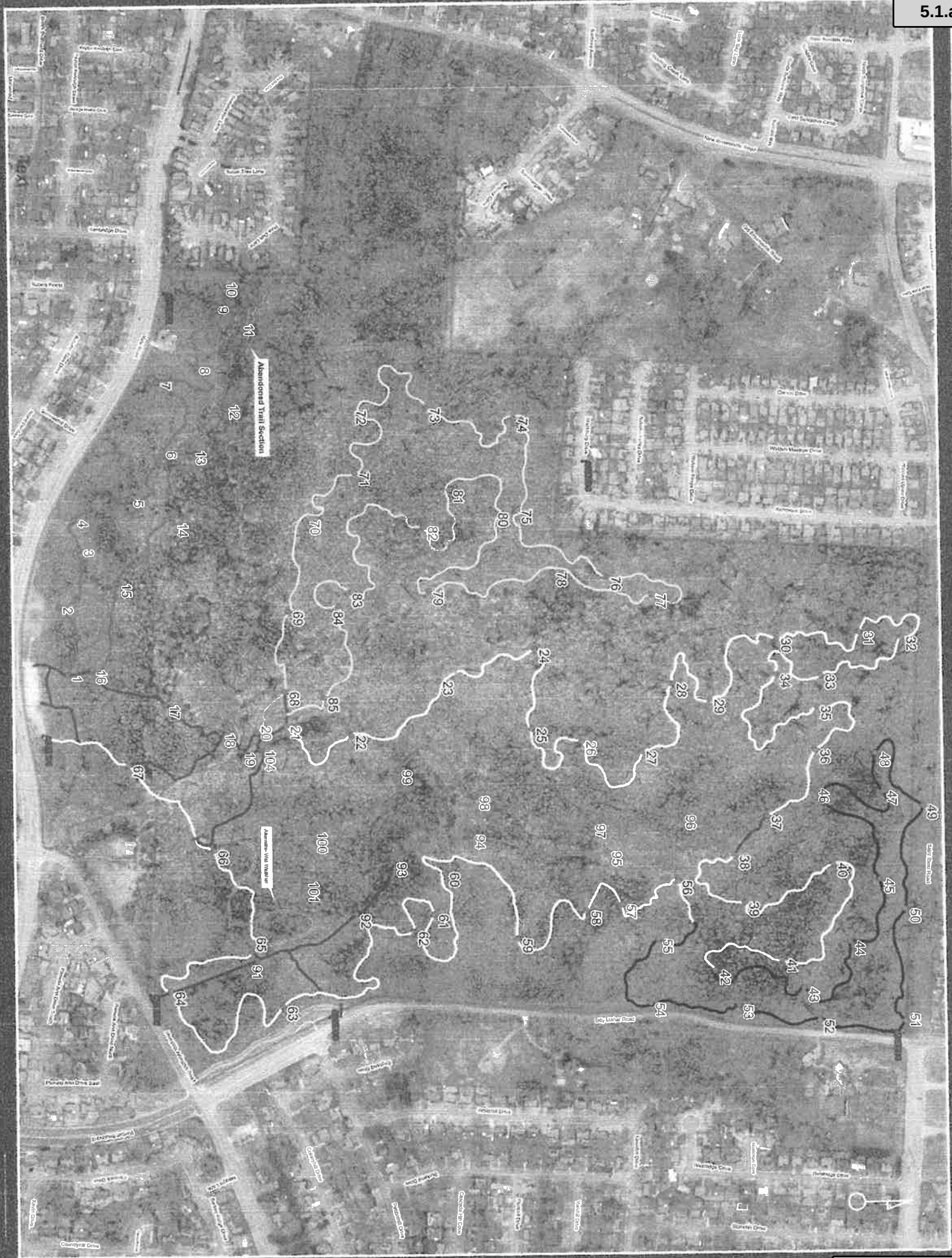
The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			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	✓			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			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		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

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

	OK ✓ or X	N/A		Comments
39	✓		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: 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.	





David Parsons, *Mayor*
 Shan Criswell, *Parks Director*
 Paul Wright, *Assistant Parks Director*

PARKS AND RECREATION

September 11, 2023

City of Bartlett
 Code Enforcement
 6382 Stage Road
 Bartlett, TN 38134

Stanky Creek Cycling has requested the use of Nesbit Park. This is for their The Legend of Stanky Creek 12 Hour Race. This event will be held Saturday, November 4, 2023 all day.

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

Sincerely,

A handwritten signature in blue ink, appearing to be "Paul Wright", written over a horizontal line.

Paul Wright
 Assistant Director Parks and Recreation Department
 City of Bartlett

cc: Kris Whitson
 901-356-1465
Kwhitson901@gmail.com

Attachment: 5760 YALE RD-STANKY CREEK BIKE RACE-NOVEMBER 2023 (3432 : Mountain Bike Race)



CERTIFICATE OF LIABILITY INSURANCE

5.1.a
DATE (MM/DD/YYYY)

10/05/2023

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 have ADDITIONAL INSURED provisions or 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 McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138		CONTACT NAME: Megan Stanley PHONE (A/C No, Ext): (641) 842-2135 E-MAIL ADDRESS: meg@mckayinsagency.com FAX (A/C No): (641) 828-2013
INSURED Silent Sports Association - MBR Stanky Creek Cycling 3539 Lily Lane Memphis TN 38111		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Gerber Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2310563937**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Event	Y	N	3607AH010099-6	11/04/2023	11/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Accident Medical			15-070944-23	11/04/2023	11/05/2023	Excess \$25,000 Deductible \$250

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

Legend of Stanky Creek Cross Country Mountain Bike Race: November 4, 2023. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett 6400 State Rd 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
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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/24/23 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Trey Arthur

Special event permit for 27th Annual St.Valentine's Day 5k/10k Run.



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

3465 Kirby Whitten Parkway

Address

38135

Zip Code

February 10, 2024

Dates of the Event

5am-1pm

Hours of the Event

Bartlett Parks and Recreation Fundraiser

Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett Baptist Church

Property Owner

Singleton Community Center, Cassi Montoya

Special Event Permit Applicant

7266 Third Road, 38135

Address of Applicant

901-385-5563

Phone Number

N/A

Fax Number

Check all items that apply:

For information call (901) 385-6425.

- State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
- ☒ Letter of Permission
- ☒ Insurance
- ☒ Tents (Fire Retardant letter included)
- ☒ Special Event Checklist
- ☒ Map
- ☒ Sign or Banner

\$60.00

Special Event Fee

\$5.00

Permit Issuing Fee

\$7.00

Software Fee

\$

2% Credit Card Fee

\$

Total Permit Fee


 Responsible Person Signature and Printed Name

10/6/2023

Date

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

APPROVAL

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

Special Event Checklist

Event: 27th Annual St. Valentine's Day 5k/10 Run

Location: 3465 Kirby Whitten Pkwy

Dates: February 10, 2024

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			Location. 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		✓		Land-use compatibility. 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		✓		Compliance with other regulations. 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- mitted ✓ or X	OK	N/A		Comments										
9		✓		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
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- mitted ✓ or X	OK	N/A		Comments
12			✓	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13	✓			<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.	
14	✓			<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		✓		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16			✓	<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- mitted ✓ or X	OK	N/A		Comments
19		✓		<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	✓			<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		✓		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

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

	Required ✓ or X	N/A	•	Comments
22	✓		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- mitted ✓ 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 ✓ 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: 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.	

4/25/02

Page 9 of 9

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2024 (3433 : St. Valentine's Day Run)

Cassi Montoya

From: Robert Allen
Sent: Friday, October 6, 2023 11:16 AM
To: Cassi Montoya; Laurie Thompson
Cc: Chris Golden
Subject: RE: Singleton 5k/10k Run

Cassi,

This is the same route we have worked in the past and are familiar with it. We will be happy to help with this event. Let us know if there is anything else we can do!

Robert Allen | Captain

City of Bartlett | Police Department

3730 Appling Rd • Bartlett, TN 38133

office (901) 385-5502 • Dispatch (901) 385-5555



From: Cassi Montoya <cmontoya@cityofbartlett.org>

Sent: Friday, October 6, 2023 11:01 AM

To: Laurie Thompson <lthompson@bartlettspolice.org>; Robert Allen <rallen@bartlettspolice.org>

Cc: Chris Golden <cgolden@bartlettspolice.org>

Subject: RE: Singleton 5k/10k Run

Good Morning All –

Please see that attached event memo and details.

Thank you!

Cassi Montoya, CPRP | Facility Manager

Bartlett Parks & Recreation Department

Singleton Community Center

7266 Third Road • Bartlett, TN 38134

office (901) 385-5593



Memo



To: Inspector Thompson & Captain Allen
From: Cassi Montoya
CC: Assistant Chief Golden
Date: October 6, 2023
Re: St. Valentine's Day 5k/10k Run

Good Morning,

I am sending this letter to request traffic control support again this year for our upcoming "St. Valentine's Run" which will be held at 9:00am on Saturday, February 10th, 2024 at Bartlett Baptist Church. I have attached course maps of both the 5K and 10K routes. The areas where we will need assistance with traffic control include the following intersections:

5K Route

- Yale and Kirby Whitten – need a unit dedicated to this intersection
- Yale and Crossing Cove – this unit can move to the 10K once the 5K is clear
- Deermont and Altruria
- Yale and Altruria – 2 units

10K Route

- Memphis Arlington and Kirby Whitten – need 1-2 units dedicated to this intersection
- Daybreak and Altruria
- Altruria and Egypt-Central – the Officer on the 5K at Yale & Crossing Cove can move to this intersection; the 5K starts about 10-minutes prior to the 10K to provide ample time for them to clear out

Please let me know if you have any questions about our needs for the event and I will be happy to answer them. I appreciate your assistance in making this event happen and helping keep the flow of traffic safe for the runners.

Thank you,

Cassi Montoya

Singleton Community Center
 Facility Manager
 901.385.5593
cmontoya@cityofbartlett.org

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2024 (3433 : St. Valentine's Day Run)

Memo



To: Paul Wright *10-10-23*
From: Cassi Montoya
CC: Mayor & Board of Alderman
Date: October 5, 2023
Re: St. Valentine's Day 5k/10k Run

I have compiled a list for your information on the upcoming St. Valentine's Day 5K and 10K Run.

- The date is scheduled for February 10, 2024, at 9:00 a.m. The run will begin and end at the Bartlett Baptist Church at 3465 Kirby Whitten Parkway. Estimated total event time is 2 hours. A combination of Parks employees and volunteers along with Bartlett Police and Fire will be onsite to help make the event a success.
- The award categories are as follows:

Individual award categories in both 5K and 10K

Overall Male	Overall Female
Master Male	Master Female
Grandmaster Male	Grandmaster Female

1st, 2nd, and 3rd place in the following categories

14 and under	15 to 19	20 to 24
25 to 29	30 to 34	35 to 39
40 to 44	45 to 49	50 to 54
55 to 59	60 to 64	65 to 69
70 & Over		

Couples Sweetheart Division** for 10K only.

In this division teams consist of two members (one male and one female). They both run the entire 10K and their times are added together to determine the winner. There will be an overall winner and age group winners. Age groups are determined by the average age of the team members.

**Participants in the Couples Sweetheart Division are also eligible for individual awards.

Couples Sweetheart Awards

Overall Winner

1st place in the following age categories

- 19 and under
- 20 to 29
- 30 to 39
- 40 to 49
- 50 to 59
- 60 to 69
- 70 and over

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2024 (3433 : St. Valentine's Day Run)

3. A virtual option will be available for runners who can't make it on race day, or who live outside the area but still want to support Bartlett Parks & Recreation.
4. Residents along the course will be sent a notification of the event via the City's Nextdoor account.
5. Post-race snacks and drinks will be available along with race awards for pickup shortly after the race ends inside Bartlett Baptist Church.
6. Memphis Runners Track Club will once again be doing the start, finish and results.

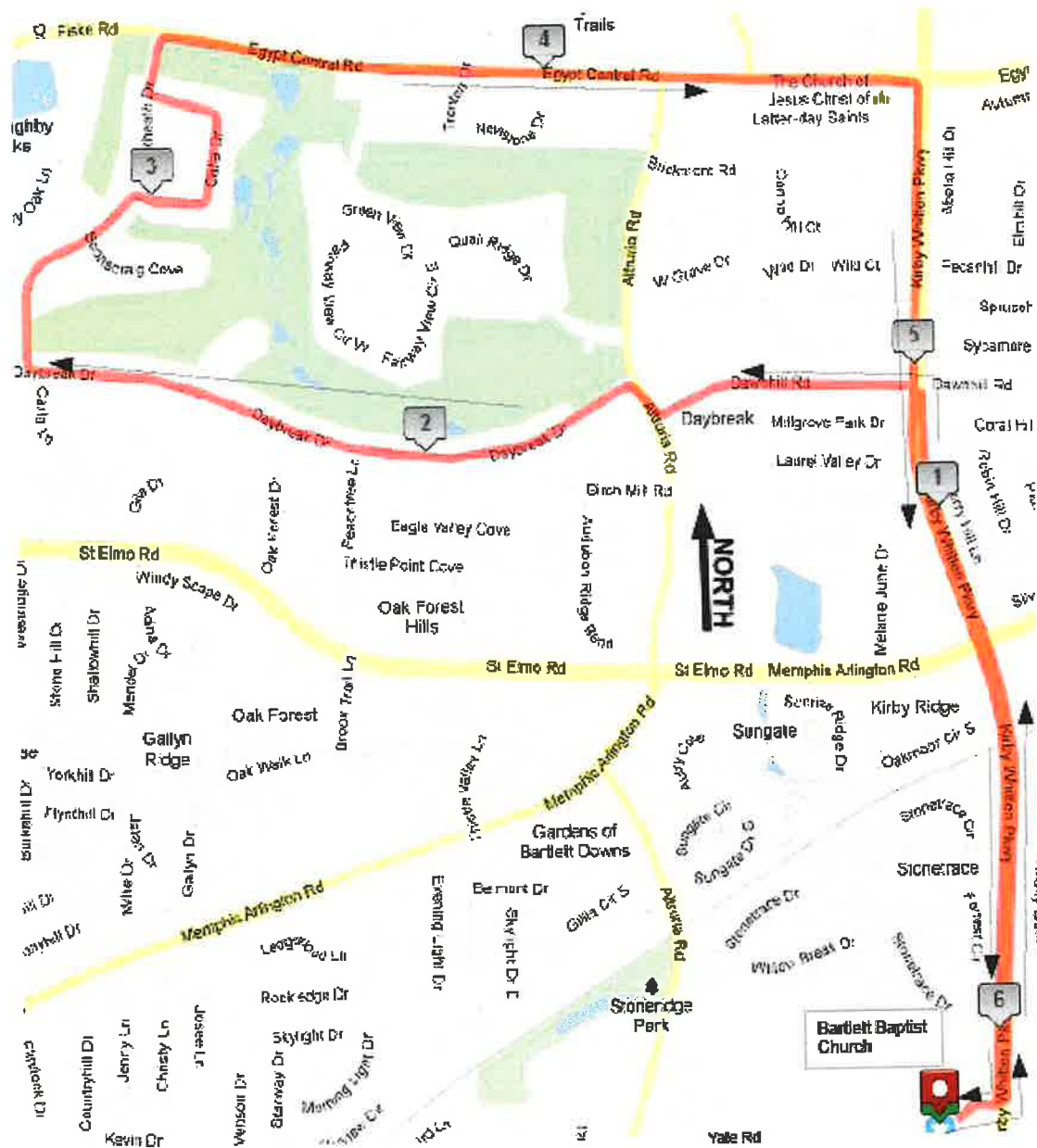
Thank you,



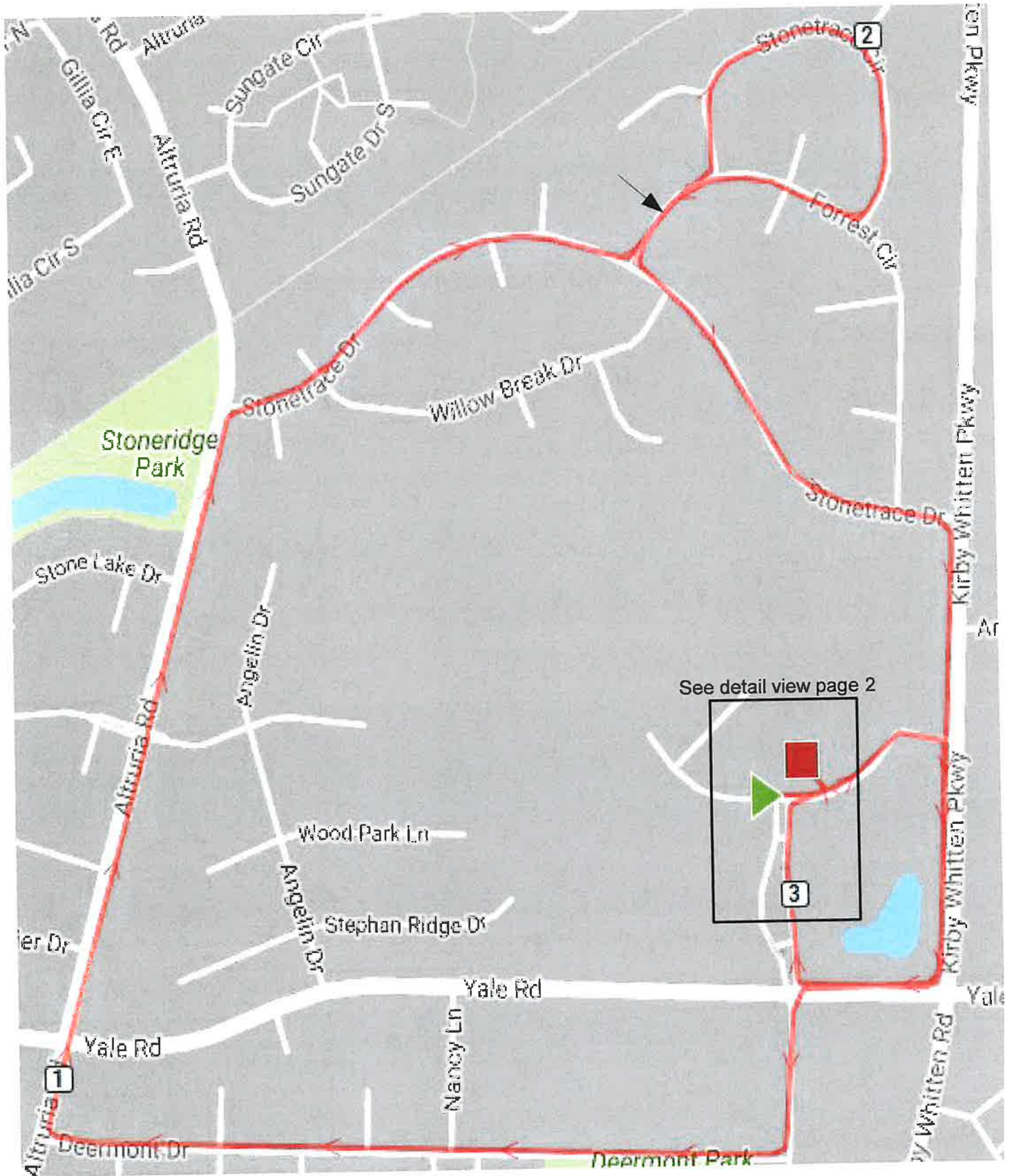
Cassi Montoya

*Singleton Community Center
Facility Manager
901.385.5593
cmontoya@cityofbartlett.org*

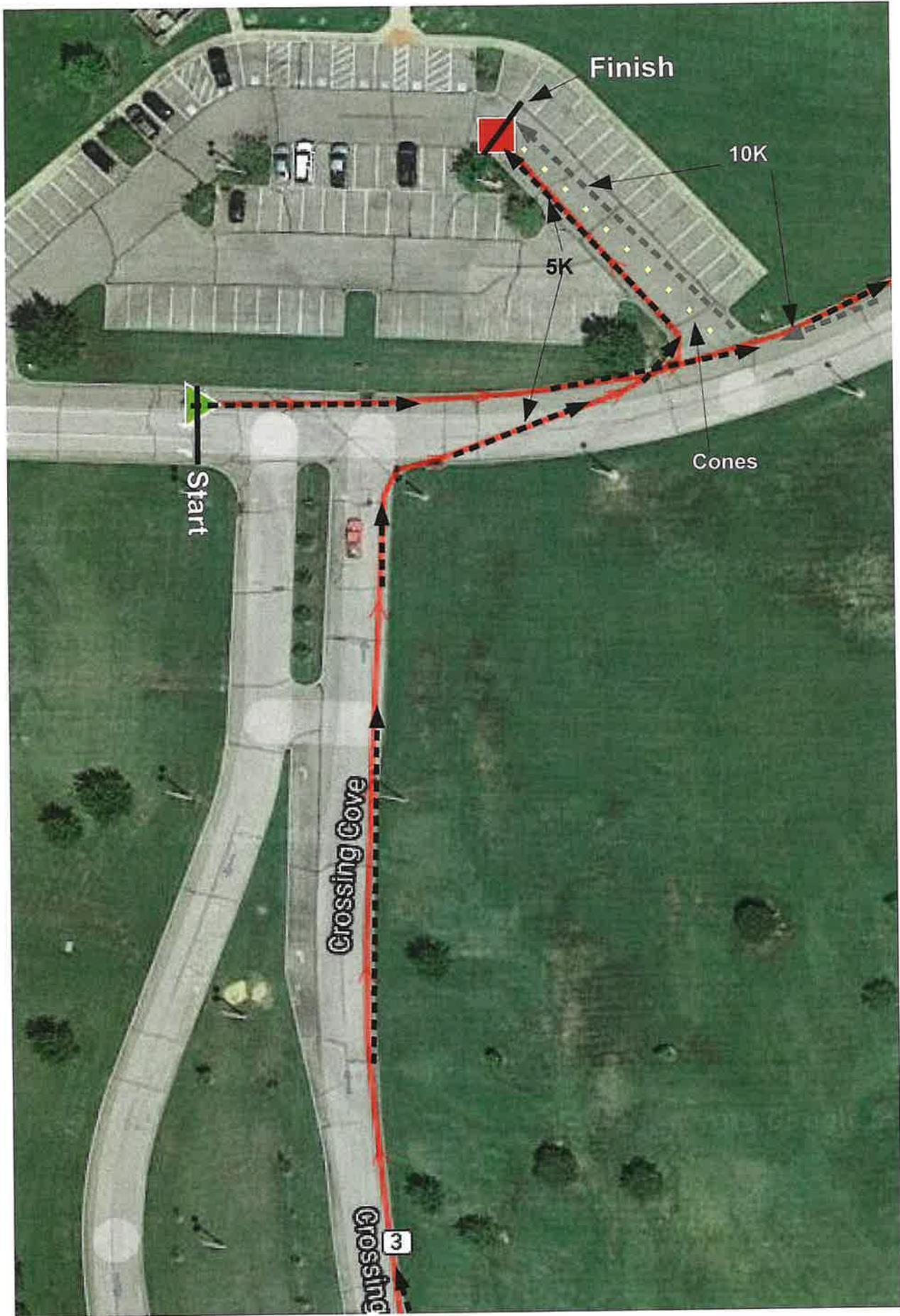
**Bartlett Valentine 10K
TN13005MS**



Bartlett Valentine 5K Course Map



Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2024 (3433 : St. Valentine's Day Run)



CERTIFICATE OF INSURANCE

PRODUCER DIRECT 562 FRANKLIN ROAD SUITE 200 FRANKLIN TN 37069	DATE: 10/9/2023 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 LISTED BELOW.				
INSURED BARTLETT, CITY OF 6400 STAGE RD BARTLETT TN 38134-1148	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> </tr> <tr> <td>COMPANY LETTER A PUBLIC ENTITY PARTNERS</td> </tr> <tr> <td>COMPANY LETTER B</td> </tr> <tr> <td>COMPANY LETTER C</td> </tr> </table>	COMPANIES AFFORDING COVERAGE	COMPANY LETTER A PUBLIC ENTITY PARTNERS	COMPANY LETTER B	COMPANY LETTER C
COMPANIES AFFORDING COVERAGE					
COMPANY LETTER A PUBLIC ENTITY PARTNERS					
COMPANY LETTER B					
COMPANY LETTER C					

COVERAGES

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.

CO	TYPE OF INSURANCE		Add'l Insd	POLICY #	POLICY PERIOD	LIMITS	
A	GENERAL LIABILITY			PLI-0196-24	7/1/2023 - 7/1/2024	TORT	
	☒	Commercial General Liability				PER PERSON/BODILY INJURY/PERSONAL INJURY	\$300,000
	☒	Claims Made				PER OCCUR/BODILY INJURY/PERSONAL INJURY	\$700,000
	☒	Personal Injury Liability				PER OCCURENCE/PROPERTY DAMAGE	\$100,000
	☒	Claims Made				NON TORT	
	☒	Law Enforcement Liability				PER OCCURRENCE/EACH OTHER LOSS	\$1,000,000
	☒	Claims Made					
A	ERRORS or OMISSIONS LIAB			PLI-0196-24	7/1/2023 - 7/1/2024	PER OCCURRENCE	\$1,000,000
	☒	Claims Made					
	AUTOMOBILE LIABILITY					TORT	
	☐	Owned Autos				PER PERSON/BODILY INJURY	
	☐	Hired Autos				PER OCCURRENCE/BODILY INJURY	
	☐	Non-owned Autos				PER OCCURENCE/PROPERTY DAMAGE	
	☐	Physical Damage				NON TORT	
	☐					PER OCCURRENCE/EACH OTHER LOSS	
	WORKERS COMPENSATION					WC STATUTORY COVERAGE	
	EMPLOYERS LIABILITY					EMPLOYERS LIAB-EACH ACCIDENT	
						EMPLOYERS LIAB-DISEASE-POLICY LIMIT	
						EMPLOYERS LIAB-DISEASE-EACH PERSON	
	PROPERTY & CRIME					BUILDINGS/PERS PROPERTY	
	PROPERTY-PART I					EDP EQUIPMENT	
	☐	Causes of Loss				MOBILE EQUIPMENT	
	☐	Special				EQUIPMENT BREAKDOWN	
	☐	Flood				AUTOMATIC COVERAGES	
	☐	Earthquake					
	CRIME-PART II					EMPLOYEE DISHONESTY	
	☐	Blanket Crime				FORGERY OR ALTERATION	
	☐					THEFT, DISAPPEARANCE OR DESTRUCTION	
	☐					COMPUTER FRAUD	

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS.
 As respects use of premises February 9, 2024 and February 10, 2024 for St. Valentine's 5K

CERTIFICATE HOLDER	CANCELLATION
Bartlett Baptist Church 3465 Kirby Whitten Rd Bartlett, TN 38135	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 



Public Entity Partners - 562 Franklin Rd, Franklin, TN 37069 - 615-371-0049

Ed. 7/1/2013

Packet Pg. 38

Attachment: 3465 KIRBY WHITTEN-ST VALENTINES DAY 5K-10K RUN-2024 (3433 : St. Valentine's Day Run)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/24/23 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Police	2001	Jeep Grand Cherokee	Dark Blue	IJ4GX48S6IC570022
Police	2011	Jaguar XF-S	Black	SAJWA0FB3BLS15116
Police	2012	Buick Enclave	Silver	5GAKRCEDXCJ274012
Police	2012	Infiniti G37	Black	JN1CV6EK3CM421979
Police	2014	Ford Fiesta SE	Red	3FADP4EJ8EM114750
Police	2017	Chevrolet Malibu	White	1G1ZE5ST0HF117544
Police	2014	Dodge Charger	Black	2C3CDXAT5EH367809
Police	2016	Chrysler 200 S	White	1C3CCCB2GGN142772

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SUBMITTED

Meeting: 10/24/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Anna Flynn

Department Head: Dick Phebus

AGENDA ITEM

Eight have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

Department	Year	Make/Model	Color	Vehicle ID#
Police	2001	Jeep Grand Cherokee	Dark Blue	IJ4GX48S61C570022
Police	2011	Jaguar XF-S	Black	SAJWA0FB3BLS15116
Police	2012	Buick Enclave	Silver	5GAKRCEDXCJ274012
Police	2012	Infiniti G37	Black	JN1CV6EK3CM421979
Police	2014	Ford Fiesta SE	Red	3FADP4EJ8EM114750
Police	2017	Chevrolet Malibu	White	1G1ZE5ST0HF117544
Police	2014	Dodge Charger	Black	2C3CDXAT5EH367809
Police	2016	Chrysler 200 S	White	1C3CCCB2GGN142772

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

Attachment: GovDeals October 24 2023 (003) (3439 : Authorization to Auction Surplus Property Oct. 2023)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/24/23 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for September 2023.



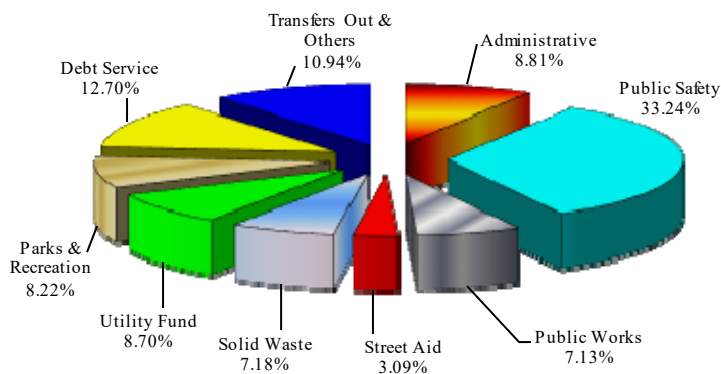
City of Bartlett

FINANCIAL REPORT

September 30, 2023

Total Expenditures, FY 2024 Budget: \$105,587,418

(Does not include School)

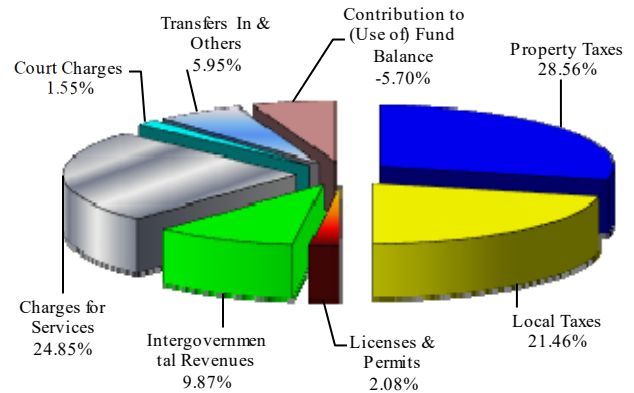


BUDGET HIGHLIGHTS

- June 30, 2023 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2023 year-end.
- Property tax bills will be mailed in October and are due February 28.
- Delinquent 2022 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2024 Budget: \$105,587,418

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



**FY 2024 YEAR-TO-DATE
For The Period Ending September 30, 2023**

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,316,654	\$ 1,635,720
Public Safety	34,679,607	7,815,947
Public Works	7,384,012	1,856,549
Parks and Recreation	7,818,801	1,934,188
Performing Arts	862,540	184,743
Transfers & Other Gen. Fund Items	6,389,019	2,798,665
Subtotal	\$ 65,450,633	\$ 16,225,812
General Fund Revenues		
Property Taxes	\$ 30,153,000	\$ 70,849
Local Taxes	17,881,181	1,603,254
Building and Development Fees	2,191,200	727,999
Intergovernmental	8,316,500	564,427
Charges for Services	4,507,715	1,195,117
Court Charges	1,337,000	382,951
Other Revenue	1,064,037	172,764
Subtotal	\$ 65,450,633	\$ 4,717,360
Special Rev. Funds - Expenditures	\$ 12,618,476	\$ 3,872,855
Special Rev. Funds - Revenues	\$ 12,618,476	\$ 1,595,768
Utility Expenses	\$ 15,386,187	\$ 3,303,644
Utility Revenues	\$ 15,386,187	\$ 3,383,450
Debt Service Expenditures	\$ 12,132,122	\$ 6,564,645
Debt Service Revenues	\$ 12,132,122	\$ 1,403,580
Total Expenditures	\$ 105,587,418	\$ 29,966,956
Total Revenues	\$ 105,587,418	\$ 11,100,158

Note: FY 2024 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds, Utility Fund and the Debt Service Fund.

Attachment: Sep23FinRpt (3436 : Treasurer's Report for September 2023)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending September 30, 2023

	FY 2024 Unaudited Actual	FY 2024 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2023	Year-to-Date Actual FY 2024	Increase/ Decrease in \$	Percent of FY 2023 Actual	Percent of FY 2024 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,541,461	\$ 8,316,654	\$ 775,193	\$ 1,616,335	\$ 1,635,720	\$ 19,385	21.43%	19.67%	-1.76%
Public Safety	30,777,032	34,679,607	3,902,575	7,695,200	7,815,947	120,747	25.00%	22.54%	-2.47%
Public Works	5,986,620	7,384,012	1,397,392	1,690,990	1,856,549	165,559	28.25%	25.14%	-3.10%
Parks and Recreation	6,212,299	7,818,801	1,606,502	1,615,273	1,934,188	318,915	26.00%	24.74%	-1.26%
Performing Arts	731,876	862,540	130,664	171,936	184,743	12,807	23.49%	21.42%	-2.07%
Transfers & Other Gen. Fund Items	9,161,033	6,389,019	(2,772,014)	5,901,019	2,798,665	(3,102,354)	64.41%	43.80%	-20.61%
Total General Fund Expenditures	\$ 60,410,321	\$ 65,450,633	\$ 5,040,311	\$ 18,690,753	\$ 16,225,812	\$ (2,464,941)	30.94%	24.79%	-6.15%
General Fund Revenues									
Property Taxes	\$ 29,671,002	\$ 30,153,000	\$ 481,998	\$ 64,355	\$ 70,849	\$ 6,494	0.22%	0.23%	0.02%
Local Taxes	16,586,268	17,881,181	1,294,913	1,596,575	1,603,254	6,680	9.63%	8.97%	-0.66%
Building and Development Fees	1,632,022	2,191,200	559,178	328,284	727,999	399,715	20.12%	33.22%	13.11%
Intergovernmental	7,611,046	8,316,500	705,454	554,062	564,427	10,365	7.28%	6.79%	-0.49%
Charges for Services	4,001,941	4,507,715	505,774	1,059,993	1,195,117	135,124	26.49%	26.51%	0.03%
Court Charges	1,351,432	1,337,000	(14,432)	382,121	382,951	829	28.28%	28.64%	0.37%
Other Revenue	1,128,797	1,064,037	(64,760)	7,229	172,764	165,535	0.64%	16.24%	15.60%
Total General Fund Revenues	\$ 61,982,507	\$ 65,450,633	\$ 3,468,125	\$ 3,992,618	\$ 4,717,360	\$ 724,742	6.44%	7.21%	0.77%
Special Revenue Funds									
Street Aid Fund	\$ 2,389,204	\$ 3,260,000	\$ 870,796	\$ 270,731	\$ 133,436	\$ (137,295)	11.33%	4.09%	-7.24%
Solid Waste Fund	6,803,184	7,642,070	838,886	1,110,100	2,026,089	915,989	16.32%	26.51%	10.19%
General Improvement Fund	733,947	1,154,800	420,853	305,766	239,967	(65,799)	41.66%	20.78%	-20.88%
Drug Enforcement Fund	322,685	300,000	(22,685)	49,175	8,655	(40,520)	15.24%	2.88%	-12.35%
DEA Enforcement Fund	164,685	102,500	(62,185)	2,313	420	(1,894)	1.40%	0.41%	-1.00%
Drainage Control Fund	116,228	143,106	26,878	26,054	32,805	6,751	22.42%	22.92%	0.51%
Park Improvement Fund	150,000	0	(150,000)	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	17,620	16,000	(1,620)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	6,947,500	0	(6,947,500)	(745,095)	1,431,485	2,176,580	-10.72%	0.00%	10.72%
Special Revenue Funds - Expenditures	\$ 17,645,053	\$ 12,618,476	\$ (5,026,577)	\$ 1,019,044	\$ 3,872,855	\$ 2,853,812	5.78%	30.69%	24.92%
Special Revenue Funds - Revenues	\$ 16,570,143	\$ 12,618,476	\$ (3,951,667)	\$ 1,494,062	\$ 1,595,768	\$ 101,705	9.02%	12.65%	3.63%
Utility Fund									
Total Utility Operations	\$ 7,412,779	\$ 14,113,841	\$ 6,701,062	\$ 1,614,780	\$ 2,294,813	\$ 680,033	21.78%	16.26%	-5.52%
Total Utility Debt Expenses	1,156,914	1,272,346	115,432	614,750	1,008,831	394,081	53.14%	79.29%	26.15%
Total Utility Expenses	\$ 8,569,693	\$ 15,386,187	\$ 6,816,494	\$ 2,229,529	\$ 3,303,644	\$ 1,074,114	26.02%	21.47%	-4.54%
Total Utility Revenues	\$ 10,832,271	\$ 15,386,187	\$ 4,553,916	\$ 2,744,659	\$ 3,383,450	\$ 638,792	25.34%	21.99%	-3.35%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,426,930	\$ 12,132,122	\$ 2,705,192	\$ 6,090,857	\$ 6,564,645	\$ 473,788	64.61%	54.11%	-10.50%
Total Debt Service Revenues	\$ 10,032,224	\$ 12,132,122	\$ 2,099,898	\$ 5,107,964	\$ 1,403,580	\$ (3,704,383)	50.92%	11.57%	-39.35%
Total Expenditures	\$ 96,051,996	\$ 105,587,418	\$ 9,535,422	\$ 28,030,183	\$ 29,966,956	\$ 1,936,773	29.18%	28.38%	-0.80%
Total Revenues	\$ 99,417,146	\$ 105,587,418	\$ 6,170,272	\$ 13,339,303	\$ 11,100,158	\$ (2,239,145)	13.42%	10.51%	-2.90%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/24/23 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: David Parsons

Appoint Deborah Bookas to the Parks and Recreation Advisory Board.

Deborah Bookas will fill the position vacated by Jason Matthews. Her term will expire December 31, 2025.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3425)

Meeting: 10/24/23 06:00 PM

Department: Personnel

Category: Policy

Prepared By: Penny Medlock

Initiator: Ted Archdeacon

Sponsors:

DOC ID: 3425

Resolution 33-23, a resolution to revise and update the Personnel Policies for the City of Bartlett, Tennessee.

WHEREAS, by Resolution adopted on July 28, 2020, the City of Bartlett revised and updated its personnel policies that had been adopted in February, 1986; and

WHEREAS, the Director of Personnel has reviewed and updated the aforementioned personnel policies; and

WHEREAS, it is in the best interest of the City of Bartlett to adopt the revised personnel policies referenced below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE that Chapter 2, Section 2.3, Chapter 4, Section 4.1 and Chapter 10 of the City of Bartlett Policy Manual, Appointed Positions, be revised as follows:

Chapter 2, Section 2.3 - 20: Deputy Police Chief

Chapter 4, Section 4.1 - Personal Appearance of Employees

Chapter 10: Alcohol and Substance Abuse Policy

ADOPTED THIS 10TH day of October 2023.

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

David Parsons, Mayor

Penny Medlock, City Clerk



City of Bartlett

David Parsons, Mayor

DATE: September 25, 2023
TO: Steve Sones, Chief Administrative Officer
FROM: Ted Archdeacon, Director of Personnel
RE: Revision to Personnel Policies and Administrative Procedures Guide

We are proposing three revisions to our Employee Handbook (City of Bartlett Personnel Policies and Administrative Procedures Guide) which was last revised on July 28, 2020.

I am available to answer any questions for the Aldermen regarding these revisions. My telephone number is 901-385-6430.

Some of the significant changes include the following:

- A title change from Assistant Police Chief to Deputy Police Chief in Chapter 2, Section 2.3.
- An update to our Personal Appearance of Employees or dress code in Chapter 4, Section 4.1. Changes include allowing jeans each day for office employees so long as they are neat, clean, not too tight and without holes or tears.
- An updated to Chapter 10 - Alcohol And Substance Abuse Policy which will allow for voluntary disclosure of drug and/or alcohol use for our Public Safety employees - Fire, EMS, Law Enforcement (including jailer and dispatcher), water safety employees, and classroom instructors who voluntarily identify themselves as prescription drug or alcohol abusers. Separate voluntary disclosure provisions have already been allowed for other City Employees.

Thanks!

4.1 PERSONAL APPEARANCE OF EMPLOYEES

Employee appearance contributes to the City's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression to the public.

The following are general guidelines concerning the personal appearance of employees. All employees, especially public safety employees who are required to wear a uniform and meet special dress, grooming and hygiene standards, should consult with their appropriate supervisor as to the requirements of the department in which they work.

- A. Employees are expected at all times to present a professional image to the general public that reflects well on the City of Bartlett. Radical departures from conventional or personal grooming and hygiene standards are not permitted.
- B. Office workers, and any employees who have regular contact with the public, must comply with the following personal appearance standards:
 - 1. Employees should not wear attire that is suggestive or too revealing, athletic clothing, shorts, beach flip-flops, tank tops, leggings, t-shirts, novelty buttons or baseball hats.
 - 2. Shoes should be neat, clean and not excessively worn.
 - 3. Sideburns, moustaches, and beards should be neatly trimmed.
 - 4. When meeting non-employees, business professional dress guidelines must be observed, unless the non-employee has specifically requested otherwise.
 - 5. Offensive Tattoos are not permitted and must not be visible.
- C. Employees who do not regularly meet the public should follow basic requirements of safety and comfort, but should still be as neat and businesslike as working conditions permit.
- D. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Nonexempt, hourly employees will not be compensated for any work time missed because of failure to comply with this policy.

CHAPTER 10: ALCOHOL AND SUBSTANCE ABUSE POLICY

10.1 BACKGROUND

The City of Bartlett has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that employees are mentally, physically and emotionally fit to perform their assigned duties. The City and the employee could be found liable if the City fails to assure that employees can perform their duties without endangering themselves, other employees or the public.

There is sufficient evidence to conclude that the use of illegal or banned substances, including drugs or those substances that create the same effect as those drugs; the abuse of prescription medications, including the mixing of similar medications; the illegal use or abuse of alcohol; or drug or alcohol dependence; can impair an employee's performance and general physical and mental health.

10.2 POLICY

The possession and/or use of illegal drugs or the excessive use of alcohol by an employee of the City of Bartlett is a crime in this jurisdiction and clearly unacceptable. Therefore, the City of Bartlett has adopted this written policy to ensure an employee's fitness for duty as a condition of his/her employment. All City employees are employees at will.

A. City employees shall not take or be under the influence of any drug or dangerous substance unless prescribed by the employee's licensed physician. An employee who is required to take prescription medicine that may limit their ability to perform any assigned job task shall notify their immediate supervisor of the medication prescribed and the duration of time the employee is expected to be taking the medication.

Such notification is of special importance for Fire and EMS personnel, Law Enforcement personnel (including jailers and dispatchers) and any employee assigned to drive a city vehicle or equipment. Failure to notify is a violation of this policy and the employee is subject to disciplinary action, up to and including termination.

B. City employees are prohibited from the use, possession, manufacture, distribution, and/or sale of drugs, or any other controlled substance on or off the job. Any violation will be subject to disciplinary action as set forth in #10.12 and 10.13 of this section.

C. Any City employee who has reason to believe that another employee is using illegal drugs, abusing alcohol or prescription drugs, or illegally in possession of drugs or alcohol shall report the facts to management immediately. Failure to do so is a violation of this policy and is subject to disciplinary action up to and including termination.

D. Any employee convicted of an off-duty drug or alcohol-related crime will be deemed to be in violation of this policy and subject to disciplinary action up to and including termination.

E. The City will comply with current published regulations of the U.S. Department of Transportation as they relate to employees licensed to operate vehicles or equipment with a loaded capacity of 26,000 lbs. or more.

F. All property belonging to the municipality including computers is subject to inspection at any time without notice as there is no expectation of privacy in such property.

1. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
2. Employees assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor after reasonable advance notice (unless waived by the Mayor or Chief Administrative Officer) and in the presence of the employee.

G. As a condition of continued employment with the City, all employees must abide by the City's policy and notify their immediate supervisor of any criminal drug statute convictions within five (5) work days after such conviction. The City, in turn, is required to inform any granting or contracting agency within ten (10) work days of such notification, if applicable.

H. Failure to comply with the provisions or intent of this policy will be grounds for disciplinary action up to and including termination. Certain employees may be required to complete an approved employee assistance or rehabilitation program.

K. The City shall provide written notice of its Alcohol and Substance Abuse Policy to all employees.

10.3 DRUG TESTING

It is the City's policy to require a drug test in the following situations:

1. New Employee (Post job offer test).
2. Random under U.S. DOT regulations.
3. Random with approval by the Mayor.

4. When an employee is involved in an at-fault vehicle or equipment accident while in the course of work for the City.
5. When the Department Director determines there is reasonable suspicion or reasonable cause to warrant testing.

10.4 DRUGS & ALCOHOL SCREENING SUBSTANCES

When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below, and alcohol will be tested for using a DOT-approved evidential breath testing instrument. Following DOT Testing rules, having a blood alcohol concentration (BAC) of 0.04% or greater will be considered as a level that is positive. This provided list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based on the ability of each drug to affect job performance and on known abuse in the community, which can include but is not limited to:

1. Alcohol
2. Amphetamines
3. Barbiturates
4. Benzodiazepines
5. Buprenorphine
6. Cocaine
7. Marijuana
8. Methadone
9. Opiates / Opioids
10. Oxycodone
11. Phencyclidine
12. Other illegal substances, as requested by the City

10.5 VOLUNTARY DISCLOSURE OF DRUG AND/OR ALCOHOL USE

No disciplinary action may be taken pursuant to this drug policy against employees other than a Fire, EMS, Law Enforcement (including jailer and dispatcher), water safety employee, or classroom instructors who voluntarily identify themselves as drug or alcohol abusers, obtain counseling and rehabilitation through the City of Bartlett's Employee Assistance Program or other program sanctioned by the City of Bartlett, and after that refrain from violating the City of Bartlett's policy on drug and alcohol abuse. However, voluntary identification will not prohibit disciplinary action for violating the City of Bartlett personnel policies and procedures outside of what is being disclosed.

For Fire, EMS, Law Enforcement (including jailer and dispatcher), water safety employees, and classroom instructors, no disciplinary action may be taken pursuant to this drug policy against such employees who voluntarily identify themselves as prescription drug or alcohol abusers, obtain counseling and rehabilitation through the

City of Bartlett's Employee Assistance Program or other program sanctioned by the City of Bartlett, and after that refrain from violating the City of Bartlett's policy on drug and alcohol abuse. However, voluntary identification will not prohibit disciplinary action for violating the City of Bartlett personnel policies and procedures outside of what is being disclosed.

These provisions apply to voluntary disclosure of a substance abuse problem by any employee of the City of Bartlett. The voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test. An employee with a positive, confirmed test for drugs or alcohol is subject to disciplinary action up to and including termination of employment. Voluntary disclosure provisions do not apply to applicants.

Leave for substance abuse treatment will be counted as family and medical leave to the extent the employee is eligible for such leave. Employees not eligible for FMLA leave are entitled to an unpaid leave of up to thirty (30) consecutive calendar days for substance abuse treatment. The employee must first exhaust all vacation, sick, and compensatory time available.

Prior to any return-to-duty consideration of an employee following voluntary substance abuse treatment, the employee shall obtain a return-to-duty recommendation from the City of Bartlett's substance abuse professional. The substance abuse professional may suggest conditions of reinstatement of the employee, including after-care and return-to-duty and /or random drug and alcohol testing requirements. The Department Director and Personnel Director of the City of Bartlett will consider each case individually and set forth final reinstatement conditions to active duty. The employee must meet these conditions of reinstatement.

Failure to complete treatment, follow-up care conditions, or the failure of any drug or alcohol screening required by the City of Bartlett or the care provider will result in disciplinary action, including termination of employment. Applicants for all employment classes with the City will be required to undergo a drug screening upon the offer of employment.

Employees are allowed one (1) instance of Voluntary Disclosure during their employment with the City.

10.6 CONSENT

All applicants for employment with the City of Bartlett are made aware of required drug testing by a statement on the application form, and the applicant acknowledges understanding when signing the application. Before a drug screening is administered, employees and job applicants are asked to sign a consent form at the test site authorizing the test and permitting the release of test results to those City officials with a need to know. The consent form shall also provide space for

employees and applicants to indicate current or recent use of prescription or over-the-counter medication.

10.7 JOB APPLICANT TESTING: GENERAL STANDARD

Applicants for all classes of employment with the City will be required to undergo a drug screening upon the offer of employment and prior to their final appointment.

10.8 EMPLOYEE TESTING: REASONABLE SUSPICION

The City may require a current City employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours, or there is reasonable information that the employee is involved in illegal drug use, prescription drug abuse, or excessive use of alcohol off the job.

Reasonable suspicion means a belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol on the job or abusing drugs or alcohol off the job. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. Information provided by a reliable and credible source;
3. A work-related accident;
4. Direct observation of drug or alcohol use; or
5. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

Supervisors are required to detail in writing, the specific facts, symptoms, or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate Department Director or designated alternate.

10.9 REFUSAL TO CONSENT: APPLICANT

A job applicant who refuses to consent to a drug screening will be denied employment with the City.

10.10 REFUSAL TO CONSENT: EMPLOYEES

An employee who refuses to consent to, or unnecessarily postpones a drug and/or alcohol test when reasonable suspicion of drug or alcohol use has been identified, is subject to disciplinary action up to and including termination. The reason(s) for the

refusal or delay shall be considered in determining the appropriate disciplinary action, if any.

10.11 CONFIRMATION OF TEST RESULTS

When an employee or job applicant's drug test yields a positive result, the testing agency shall administer a second test using a gas chromatography/mass spectrometry test. The second test shall use a portion of the same test sample provided by the employee or applicant for use in the first test.

If the second test is confirmed as a positive test result by the Medical Review Officer (MRO), the employee or applicant shall be notified of the results by the testing agency or appropriate Department Director or designated alternate after confirmation from the Medical Review Officer. The individual will be made aware of the particular substance found and its concentration level.

10.12 CONSEQUENCES OF A CONFIRMING POSITIVE TEST RESULT: JOB APPLICANTS

Job applicants will be denied employment with the City if their initial positive test results have been confirmed by a second test. Applicants shall be informed if they are rejected on the basis of confirmed positive drug test results.

10.13 CONSEQUENCES OF A CONFIRMING POSITIVE TEST RESULT: CURRENT EMPLOYEES

If a current employee's positive test result has been confirmed by the second test, the employee is subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include: the employee's job assignment, work history, length of employment, current job performance, and record of prior disciplinary action.

10.14 THE RIGHT TO A HEARING

If an employee's positive test results have been confirmed, the employee is entitled to a departmental administrative hearing before any disciplinary action is finalized. The employee may have legal representation present, but the representative will not be allowed to participate during this administrative process.

If disciplinary action is taken, the employee can appeal any action taken as a result of a drug/alcohol test to the City's Grievance Review Board. This appeal must be made in writing to the Mayor or Personnel Director within five (5) workdays of receiving notice of the discipline. Employees may be represented by legal counsel, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them. The time limitations for scheduling a

Review Board hearing and the rendering of a written decision by the Board are set forth in Chapter 13, Complaint and Grievance Procedures, in this Personnel Policy.

10.15 MANDATORY EMPLOYEE ASSISTANCE PROGRAM REFERRAL

- A. Upon the first confirmed determination that an employee, other than a Fire, EMS, Law Enforcement (including jailer and dispatcher), water safety employee, or classroom instructor, has tested positive for drugs and alcohol, the City shall refer the employee to an Employee Assistance Program (EAP) for assessment, counseling, and rehabilitation. The employee is expected to cooperate fully with the EAP and complete the program recommended by the EAP.
- B. Failure to report to the EAP, failure to cooperate, or the failure of a subsequent drug or alcohol test while employed by the City will be grounds for termination.
- C. Employees attending counseling and rehabilitation may take sick leave, vacation, compensatory time, or be given a leave of absence without pay.
- D. Employees assigned to drive City equipment or a City vehicle will be removed from driving status, even if such requires a position and/or pay downgrade, and will be directed to the EAP for assessment.
- E. There will be no second referral to the Employee Assistance Program because of positive drug or alcohol tests.

10.16 CONFIDENTIALITY OF TEST RESULTS

All information from an employee's or applicant's drug and alcohol test is confidential and only those individuals with a need to know are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed by the second test. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory.

10.17 LABORATORY TESTING REQUIREMENTS

All drug and alcohol testing of employees and applicants shall be conducted at medical facilities or laboratories selected by the City and shall be done by accredited laboratories certified by the National Institute on Drug Abuse (NIDA), an arm of the U. S. Department of Health and Human Services. Factors to be considered by the City in selecting a testing facility include:

- A. Testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering; methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
- B. Chain-of-Custody procedures which ensure proper identification, labeling, and handling of test samples; and
- C. Retention and storage procedures which ensure reliable results on confirmatory test of original samples.

10.18 EXCEPTIONS

This policy does not apply to an employee's exposure or possession of alcohol and/or illegal drugs in the context of an authorized work assignment (i.e., police, fire or EMS duties, undercover law enforcement operations, intoxilyzer demonstrations, etc.). In all cases of exposure to illicit drugs or substances that may be harmful to an employee's health, the individual must report the incident to their Department Director, through their effective chain of command, and the City's Health and Safety Officer.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3434)

Meeting: 10/24/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3434

Resolution 37-23, a resolution to amend the FY2024 Grants Fund and General Fund budgets to recognize State of Tennessee, Tennessee Corrections Institute Training Grant to the Bartlett Police Department for Training Equipment Purposes.

WHEREAS, the Bartlett Police Department (Department) solicits various grants from the State of Tennessee and other agencies on an annual basis to benefit the public safety of the citizens of Bartlett; and

WHEREAS, the Department has received notice of a 100% reimbursement grant in the amount of \$14,913 from the State of Tennessee, TENNESSEE CORRECTIONS INSTITUTE;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett accepts this grant from the State of Tennessee and appropriates funds as shown in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33686.02423	TN Corrections Institute Grant	\$14,913	
131.42100.179.02423	Professional Fees		\$900
131.42100.341.02423	Police Supplies		\$5,135
131.42100.939.02423	Police Equipment		\$8,878
	Totals	\$14,913	\$14,913

Adopted this day of October 24, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																							
Begin Date 10/15/2023		End Date 4/30/2024		Agency Tracking # 31609-0080																			
Edison ID 79759																							
Grantee Legal Entity Name City of Bartlett				Edison Vendor ID 1617																			
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end 06/30																					
Service Caption (one line only) FY24 Training Equipment Grant																							
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>\$14,913.00</td> <td></td> <td></td> <td></td> <td>\$14,913.00</td> </tr> <tr> <td>TOTAL:</td> <td>\$14,913.00</td> <td></td> <td></td> <td></td> <td>\$14,913.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2024	\$14,913.00				\$14,913.00	TOTAL:	\$14,913.00				\$14,913.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																		
2024	\$14,913.00				\$14,913.00																		
TOTAL:	\$14,913.00				\$14,913.00																		
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection																							
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE - GG																			
Speed Chart (optional)		Account Code (optional)																					

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE CORRECTIONS INSTITUTE
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, TENNESSEE CORRECTIONS INSTITUTE, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee CITY OF BARTLETT, hereinafter referred to as the "Grantee," is for the provision of FY24 Training Equipment Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. **Service Goals.** To procure, install, and utilize new training equipment that assists in the successful execution and facilitation of correctional staff training.
- A.4. **Service Recipients.** Type 1 Local Correctional Adult Facilities as defined by Chapter 1400-01 Minimum Standards for Local Correctional Facilities, 1400-01-.02 (4)(a).
- A.5. **Service Description.** The grantee shall utilize grant funding to purchase items that ensure the Grantee completes the Service Goals. The grantee shall:
 - a. Purchase training-related equipment prior to the grant end date and ensure that equipment and services are used for training corrections and jail-based employees.
 - b. Follow local procurement policies and procedures.
 - c. Submit documentation to the State that purchased equipment was received and installed prior to the grant expiration date.
- A.6. **Incorporation of Additional Documents.** Each of the following documents is included as part of this Grant contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the grantees duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 10/15/2023 ("Effective Date") and extend for a period of Six (6) months and Fifteen (15) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fourteen Thousand Nine Hundred Thirteen Dollars and No Cents (\$14,913.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Joanne Pogue, ASA 5
 Tennessee Corrections Institute
 Percy Priest Cottage
 279D Stewarts Ferry Pike
 Nashville, TN 37214-3325
Joanne.Pogue@tn.gov
 Telephone: 931-212-7916

- 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: Tennessee Corrections Institute
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-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 ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

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

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair

compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Jason J. Smith, Director of Administration
Tennessee Corrections Institute
279D Stewarts Ferry Pike
Percy Priest Cottage
Nashville, TN 37214-3325
Jason.J.Smith@tn.gov
Telephone # 615-879-5453

FAX # n/a

The Grantee:

Eric Leppanen, Chief Inspector
Bartlett Police Department
3730 Appling Rd
Bartlett, TN 38133-2745
eleppanen@bartlettspolice.org
901-385-5560
FAX # N/A

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy

Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

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

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Prison Rape Elimination Act (PREA). The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

IN WITNESS WHEREOF,

CITY OF BARTLETT:



 GRANTEE SIGNATURE 9/19/23
DATE
 DAVID PARSONS, CITY MAYOR

 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE CORRECTIONS INSTITUTE:



 WILLIAM WALL, EXECUTIVE DIRECTOR 10/3/2023
DATE

Scope of Services TCI Training Equipment Grants FY 2024

APPLICANT AGENCY NAME: City of Bartlett

LAW ENFORCEMENT AGENCY: Bartlett Police Department

A. AGENCY INFORMATION

- A.1. Is your agency a Type 1 Local Adult Correctional Facility located in the State of Tennessee? Answer Yes or No.
- Yes
- A.2. Is your agency currently certified? (Answer Yes or No)
- Yes

B. INPUTS

- B.1. Please **describe** your project (what equipment you are going to buy or what remodeling you plan on doing) and **explain** what you will do with the items you want to purchase in section B.4. below and why these items will help your agency execute/improve training?

We plan on making improvements to our existing employee breakroom and also utilizing it as a training room. We will purchase a conference table and chairs which can be used for training exercises. A TV will be purchased to display training materials and programs. One HDMI Wireless Transmitter/Receiver will be purchased to link training materials to the TV. A computer desk and chair will be purchased, along with a desktop computer and equipment/software to allow for trainees to complete online training. A wireless access point will be installed for wireless connectivity and a network drop will be added for the computer. We will add one electrical outlet for power. Two remarkable Tablets will be purchased which will allow for trainers to organize training materials. We will purchase one Riot Shield to replace broken equipment.

- B.2. Please **describe any problems** you are having with your current training equipment or why your current training area needs to be remodeled.

We have very limited space in the Jail and converting our current breakroom to also function as a Training Room will greatly assist our FTO's with training new hires.

- B.3. How many Correctional Officer positions does your agency have? How many of those positions are filled?

13 Positions 12 Filled

- B.4. Please **describe the items you want to buy**. Agencies should follow their agency's procurement policies. All agencies should be tax exempt, and should not pay sales tax on the items they purchase with grant money. **Shipping and Handling** costs, if applicable, should be included on your budget spreadsheet For your convenience, TCI is providing a spreadsheet for you to use as a template. Applications missing the spreadsheet will be returned for additional work. If your grant is not for equipment, but for construction/remodeling to your training area, please describe in detail.

Conference table with six chairs
65" TV w/ mount
Computer Desk with chair
Desktop Computer w/ software

Two computer monitors
 Computer Mouse/Keyboard
 Computer web camera
 Computer headphones
 Add network drop to breakroom for computer desk
 Add Access Point to breakroom for wireless connectivity
 Add Electrical Outlet to breakroom for TV and Access Point
 One HDMI Wireless Transmitter/Receiver
 Two reMarkable Tablets
 One Riot Shield

- B.5. Please provide a brief **grant timeline** including purchase date, date equipment is expected to arrive, and when it will be deployed. If it is construction related, please describe what the project is and how long it will take.

On October 15th 2023 we will order all equipment and contact electricians and IT to install electrical outlet, access point and network drop. Equipment is expected to be delivered by November 15th 2023 and installed by November 21st 2023.

- B.6 Who will benefit from this grant expenditure, and how?

Our Jail staff will benefit by having an area to utilize which will allow for online training to take place in an environment more conducive to learning.

C. DATA COLLECTION

- C.1. Please note that under the terms of the grant your agency will be required to provide receipts, purchase orders, and/or invoices to close out the grant. Are you willing to maintain all the required documentation and submit it prior to May 31, 2024? Please **circle** one choice below:

YES

- C.2. Do you prefer monthly billing or quarterly billing? As this grant only lasts 5.5 months, if you choose quarterly billing, you will only submit two invoices. Please **circle** one choice below:

Quarterly

ATTACHMENT B

Page 1

GRANT BUDGET				
AGENCY NAME: City of Bartlett				
FUND SOURCE: STATE				
SOLICITATION IDENTIFICATION TITLE: FY24 TRAINING EQUIPMENT GRANT				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/15/2023 END: 4/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$900.00	\$0.00	\$900.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$5,135.00	\$0.00	\$5,135.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$8,878.00	\$0.00	\$8,878.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$14,913.00	\$0.00	\$14,913.00

Attachment: Tennessee Corrections FY24 Training Grant (3434 : Res. 37-23 Tennessee Corrections Institute Grant)

ATTACHMENT B

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: City of Bartlett

FUND SOURCE: STATE

SOLICITATION IDENTIFICATION TITLE: FY24 TRAINING EQUIPMENT GRANT

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional to install electrical outlet and Network Equipment	\$900.00
TOTAL	\$900.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
HP Mini PC (Keyboard/mouse)	\$1,000.00
Computer Monitors \$250each	\$500.00
Aruba Access Point (IAP-305)	\$600.00
Logitech Webcam	\$65.00
HDMI Wireless	\$130.00
Kensington Headphones	\$19.00
65" TV	\$950.00
TV Mount	\$100.00
reMarkable 2 Tablets \$507 each	\$1,014.00
Adobe Acrobat Pro	\$517.00
Galls Shield	\$240.00
TOTAL	\$5,135.00

CAPITAL PURCHASE	AMOUNT
Conference Table w/6 chairs and Coomputer Desk w/1 chair	\$8,878.00
TOTAL	\$8,878.00
TOTAL	\$14,913.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3437)

Meeting: 10/24/23 06:00 PM

Department: Planning and Economic Development

Category: Policy

Prepared By: Penny Medlock

Initiator: Kim Taylor

Sponsors:

DOC ID: 3437

Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use.

WHEREAS, the food truck industry is a growing and vital economic industry that has increased in popularity; and

WHEREAS, the City desires to promote economic growth and vitality by way of small businesses; and

WHEREAS, the City desires to offer additional opportunities and options to businesses and the citizens of Bartlett; and

WHEREAS, the City of Bartlett Board of Mayor and Aldermen has been contacted by both citizens and business owners requesting mobile vending services within the city limits; and

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desires to provide opportunities to Mobile Food Vendors to operate and serve the Bartlett community, while regulating the provision of such mobile vending services.

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

Section 1. That Title 9, Chapter 2, of the Municipal Code of the City of Bartlett be amended to read as follows and that a new subsection 9-205(3) be added.

Section 9-202, Definitions, is amended after the initial paragraph, which shall remain and is incorporated by reference as though fully set forth herein, to read as follows:

- (1) **Canteen truck** means any vehicle that operates to provide food service to workers at locations where food is otherwise unavailable, from which vendors sell food that requires no on-site preparation or assembly, other than the heating of pre-cooked foods. Canteen vehicles shall not require a mobile food vending permit.
- (2) **Catering** means the provision of food and drink at a private event or other gathering where no sales of food to the public occurs.
- (3) **Commissary** means a fixed, non-mobile establishment or any other place used for the

storage of supplies, the preparation of food to be sold or served at or by a mobile food vendor, or the cleaning and servicing of the mobile food vehicle.

- (4) **“Goods, wares, or merchandise,”** as presently defined in Section 9-202 (1), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (5) **Ice cream truck** means any operable vehicle from which an operator sells only pre-packaged frozen products, soft serve, or hand-dipped frozen products. Ice cream trucks shall not require a mobile food vending permit.
- (6) **Location-specific mobile food permit** means a permit that has been approved and issued by the City of Bartlett to the owner of a private property for the purpose of allowing mobile food vehicles to be staged, on-site overnight for a specified duration during an event.
- (7) **Location-specific mobile food annual permit** means a permit that has been approved and issued by the City of Bartlett to the owner of private property located in commercial, industrial or office zoned properties within specified areas of the property as defined by a site plan at the time of the permit application. The permit may be good for one year upon issuance, and is renewable annually. The permit is revocable at any time by the City of Bartlett due to a violation of the permit, or some unforeseen circumstance.
- (8) **Mobile food owner or vendor** means any person or entity selling food or drinks from a mobile vehicle, including, but not limited to a food truck, trailer, pushcart or ice cream truck.
- (9) **Mobile food vehicle** means an enclosed unit, truck, or trailer that is roadworthy, has a valid motor vehicle title and registration, and has a license that is properly displayed and from which food is prepared, cooked, assembled, or stored with the intent to sell such food to the public. This definition does not include pushcarts.
- (10) **Mobile food vehicle - "In operation"** means a mobile food vehicle that, when arriving to an approved private site, is either preparing to open for business, open for business, or in the process of preparing to leave a site to return to an approved, state-inspected commissary or other City of Bartlett permitted location.
- (11) **Mobile food vending permit** means any permit granted by the City of Bartlett for the operation of a mobile food vehicle or pushcart. Canteen vehicles and ice cream vehicles shall not require a mobile food vending permit.
- (12) **“Mobile frozen desserts vendor,”** as presently defined in Section 9-202 (2), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (13) **“Peddlers,”** as presently defined in Section 9-202 (3), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

- (14) **“Person,”** as presently defined in Section 9-202 (4), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (15) **Private property** means real property owned by an individual or individuals having exclusive rights to it and which is not owned by a public entity.
- (16) **“Public designated park,”** as presently defined in Section 9-202 (5), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (17) **Public property** means real property owned by the City of Bartlett, or Shelby County, or the State of Tennessee, including public and private rights-of-way/streets designed for motor vehicles.
- (18) **Pushcart** means any wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Tennessee Department of Transportation, and from which food is prepared, cooked, assembled or stored, with the intent to sell such food to the public. A mobile food vending permit is required, and pushcarts shall not operate within the street right-of-way where licensed motor vehicles operate.
- (19) **Right-of-way** means an area owned or maintained by the City of Bartlett, Shelby County, the State of Tennessee, federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.
- (20) **Sidewalk clear zone** means any portion of the right-of-way that is intended for pedestrian traffic along the sidewalk or a multiuse path. The minimum width and location of the clear zone shall be determined by the paved area of any sidewalk within the right-of-way, however, in all instances it must be a minimum of 48 feet in width, and compliant with the Americans with Disabilities Act for public sidewalk accessibility.
- (21) **Special event** (as defined in the City of Bartlett Municipal Code) means any public gathering, such as a block party, local special event, parade, festival, celebration, concert, carnival, fair, expo, trade show, or any similar occurrence to be conducted on public or private property within the City of Bartlett, Tennessee.
- (22) **Special event permit** means any permit approved by the City of Bartlett authorizing the holding of a special event.
- (23) **“Transient vendor,”** as presently defined in Section 9-202 (6), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.
- (24) **“Temporary premises,”** as presently defined in Section 9-202 (7), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

- (25) **Unimproved property** means any property that does not have ingress and egress through a driveway of an approved material and does not contain a building that may be occupied pursuant to applicable building codes.

Section 2. That Section 9-205, “Mobile frozen dessert vehicles,” be amended such that the caption reads as follows: “Mobile frozen dessert vehicles; Mobile food vendors,” and that the following subsections be added:

Section 9-205(3) Mobile food vending - when allowed:

- (1) It shall be a violation to engage in mobile food vending in the City of Bartlett, whether on public or private property, unless authorized by the City of Bartlett through:
 - (a) The issuance of a mobile food vending permit; and
 - (b) Having obtained all necessary business licenses and any applicable permits, licenses or certifications, including, but not limited to, a Bartlett and/or Shelby County business license and all applicable permits, licenses or certifications from the State of Tennessee, Shelby County Health Department; Bartlett Fire Department and/or Bartlett Code Enforcement Department; and
 - (c) The operation of a mobile food vehicle on private property within office, commercial, industrial, mixed use and civic and institutional zoning districts as described in the City of Bartlett Zoning Ordinance with written permission from the property owner. Parking on street corners within commercial centers, on private or public property and/or within the right-of-way is prohibited unless permission is granted with a Bartlett Special Event Permit; and
 - (d) Operation as part of private events/parties hosted by a homeowner's association or similar neighborhood group within a residential neighborhood or subdivision or as part of a private party at a single residence with a Bartlett Special Event Permit.
 - (e) The operation of mobile food vehicles within a public park is allowed when approved by the City of Bartlett Parks Director in conjunction with the mobile food vending permit application.
 - (f) Having food prepared, served or sold from a mobile food vehicle or pushcart as designed for mobile food vending.

Section 9-205(4) Permitting requirements:

- (1) Mobile food vending permit. Prior to operating a mobile food vehicle or a pushcart as defined in this chapter, operators shall obtain a mobile food vending permit from the City of Bartlett. A mobile food vending permit shall only be granted after a mobile food vending permit application has been approved by the City of Bartlett Building Official, or their designee. The permitting process shall be required for each individual mobile food vehicle that is to operate within the City of Bartlett. Mobile food vending permits are nontransferable.

- (a) No mobile food vending permit shall be required when vending is limited to a single mobile food vehicle on private property operating solely for private catering purposes and when the following provisions are met:
 - i. The mobile food truck is parked entirely on private property on a solid asphalt or concrete surface.
 - ii. Service is limited to the guests of the catered event only.
 - iii. No payment transactions shall occur for individual orders taken by the mobile food truck operator.
- (b) Mobile food vehicles operating solely within the City of Bartlett in conjunction with a special event are exempt from the mobile food vehicle permitting process, providing no additional sales be planned outside of the regularly scheduled, permitted special event within the City of Bartlett's jurisdiction.
- (2) The vendor shall submit a completed City of Bartlett mobile food vending permit application. Applicants for a mobile food vending permit under this chapter must file the application with the Bartlett Code Enforcement Department containing the following information:
 - (a) Name of applicant/vendor/business.
 - (b) A valid government issued ID, for the business owner or the owner of the mobile food vehicle.
 - (c) Complete permanent home address and business address of the applicant.
 - (d) A brief description of the nature of the business and the goods to be sold.
 - (e) As applicable, the location and length of time for which the mobile food vehicle will be staged on a privately owned property that has a valid location-specific mobile food permit.
 - (f) The vehicle registration number, make, model and description for any vehicle to be used, including dimensions and color photographs (front, both sides, rear) of the mobile food unit or vehicle.
 - (g) A list of other cities or towns, if any, where, within the past 12 months, the applicant conducted business.
 - (h) Shelby County Health Certificates and other permits and/or licenses prior to the beginning of operation of business within the City of Bartlett jurisdictional limits.
 - (i) Must pass a Bartlett fire safety inspection, or obtain a State of Tennessee Fire Permit, and comply with the Fire Safety adopted code prior to the operation of business within the City of Bartlett's jurisdictional limits.
 - (j) The permitting fee will be waived for all mobile food vending business applicants with an active Bartlett Business License whose physical address is within the City of Bartlett or who operate a restaurant in the City of Bartlett.

Section 9-205(5) Location-specific food permit applications.

- (1) *Site plan.* The property owner or their agent shall submit a site plan for the proposed location to the City of Bartlett Code Enforcement Department. The site plan shall show the location of the mobile food vehicle, its relationship to other structures, proposed parking to serve the location, and any other pertinent details.
- (2) *Inspection and permit from the Bartlett Fire Marshal.* Mobile food vehicles shall be subject to an inspection by the City of Bartlett Fire Marshal or their designee, unless a State of Tennessee Fire Permit for Mobile Food Vending has been obtained.
- (3) *Clearance to structures.* There shall be a clearance between any portion of a mobile food vehicle and any structures as required by the City of Bartlett Fire Code.
- (4) *Restroom accessibility.* Mobile food vendors shall provide access to restroom facilities for employees when the mobile food vehicle is open for business three hours or greater in duration.
- (5) Public safety compliance.
 - (a) Mobile food vendors staged on property that has a valid location-specific mobile food permit acknowledge and agree that the City has the right to require the movement of their mobile food vending vehicle/trailer and any other associated structures/furnishings should the City determine that its presence is a threat to public safety.
 - (b) All temporary signs, tables, chairs, steps, decks, and other accessory items associated with mobile food vehicles staged on property that has a valid location-specific mobile food permit may remain in place when a mobile food vehicle is not "in operation". The accessory items are to be removed if the mobile food vehicle leaves the property for more than 24 hours.
- (6) As applicable, the vendor of a mobile food vehicle and the owner or their agent of the private property seeking a location-specific mobile food permit shall be subject to a mobile food vending application fee.
- (7) Mobile food vending permits and location-specific mobile food permits shall expire in one year concurrently with the annual business license and shall be subject to annual renewal.

Section 9-205(6) Operational Requirements.

- (1) General requirements. Unless otherwise specifically approved by the Board of Mayor and Aldermen, the following operational requirements shall apply to all mobile food vendors and location-specific mobile food permit holders:
 - (a) Mobile food vehicles may operate only on properties within office, commercial, industrial, mixed-use, civic, and institutional zoning districts as described in the City of Bartlett Zoning Ordinance with written permission from the property owner or their agent. Mobile food vehicles may also operate as part of an event hosted by a homeowner's association or similar neighborhood group within a residential

- neighborhood or subdivision, or as part of a private party at a single residence.
- (b) Trash receptacle(s) and private waste disposal services shall be provided.
 - (c) Except for mobile food vehicles staged on property that has a valid location-specific mobile food permit, all temporary signs, tables, chairs, umbrellas, trash cans, steps, decks, and other accessory items shall be removed and stored out of sight when not open for business.
 - (d) No amplified music or PA system.
 - (e) Business access. No mobile food vehicle shall operate in a location or manner that impedes access to or from another business, or which otherwise may interfere with access to emergency areas, paths, or facilities.
 - (f) Utility connections. Permanent connections to water, sanitary sewer, gas, or electrical service is prohibited.
 - (g) Mobile Food Vehicles shall be parked on dust-free asphalt, concrete surfaces, or other acceptable dust free surfaces, except for canteen trucks on construction sites. Canteen trucks on construction sites may not park on grass or dirt surfaces, but may park on a solid temporary gravel surfaces if the surface is designed to bear the load.
 - (h) Pedestrian access.
 - i. Mobile food vehicles and pushcarts shall not reduce the pedestrian clear path of travel on public or private sidewalks or multi-use paths to less than four feet.
 - ii. Mobile food vehicles shall provide no less than six feet, eight inches of clearance under awnings and canopies.
- (2) Operation on private property. Any mobile food vehicle operating on private property under a mobile food vending permit shall be subject to the following operations requirements:
- (a) Compliance with all general requirements listed above.
 - (b) Mobile food vendors must obtain written permission from the owner or their agent of the private property on which the mobile food vehicle will operate.
 - (c) Mobile food vehicles may not operate on unimproved properties unless there is a paved driveway entrance leading to the street right-of-way and a gravel or asphalt/concrete paved surface, or an alternate surface that meets the requirements of the City's development regulations, sufficient in size to allow for the parking of the mobile food vehicle(s) and other motor vehicles on the property.
 - (d) Mobile food vehicles operating on private property shall not be parked within ten feet of a public right-of-way.
 - (e) Ice cream trucks may operate on private, residentially zoned property for a special occasion (i.e. birthday, graduation, etc.) with written permission of the property owner or their agent.
 - (g) Signage.

- i. Permitted signage may include affixed signs on the exterior of the mobile food unit, and one menu or sandwich board style sign, not to exceed two and one-half feet in width by three and one-half feet in height and may be placed outside the accompanying mobile food vehicle only during hours of operation. The exterior sign may be located up to ten feet away from the accompanying mobile food vehicle.
- (h) Moving of mobile food vehicles when not open for business.
 - i. When not staged on a privately owned parcel that has a valid location-specific mobile food permit, mobile food vehicles shall be "in-operation", which means a mobile food vehicle that when arriving to an approved private property or site, is either preparing to open for business, open for business, or in the process of preparing to leave a site, and shall return to an approved, state inspected commissary or other City of Bartlett permitted location.
- (3) Operation on public property.
 - (a) Compliance with all general requirements listed above.
 - (b) Mobile food vendors operating within the public right-of-way or on public property shall be approved as part of a Special Event Permit by the City Building Official, or his designee, or the Board of Mayor and Aldermen.
 - (c) Canteen trucks and ice cream trucks are not regulated by this chapter provided they:
 - i. Are not stationary for more than ten minutes.
 - ii. Not impeding the flow of traffic.
 - iii. Are canteen trucks operating within active construction sites or providing meals on private property on large industrial zoned sites.

Section 9-205(7) Mobile food vending in City of Bartlett public parks.

- (1) Compliance with all general requirements listed above.
- (2) At the discretion of the Parks Director, or their designee, the Parks Department may accept proposals from mobile food vendors desiring to vend in City of Bartlett public parks. At a minimum, any proposal shall include the following:
 - (a) Proof of any required licenses and permits;
 - (b) A picture and written description of the mobile food vehicle proposed to be used;
 - (c) A list or menu of proposed items for sale;
 - (d) Operate only within an approved designated area of the park. Mobile food vehicle owners and vendors are prohibited from using a pushcart, or circulating throughout the premises of park properties in any manner;
 - (e) Vendors must supply a certificate of insurance with the City of Bartlett named as an additional insured with commercial liability insurance as determined and listed in Appendix A- comprehensive fees and penalties.

- (3) The Parks Department will set designated times, locations, and mobile food vendor capacity levels by park or event. Each potential vendor will be provided a list of specified times and a map of available sites. Reservations are required, and spaces must be reserved in advance through the City of Bartlett Parks Department. To best serve the community, and at the discretion of the Parks Director or their designee, mobile food vendors may be required to rotate throughout the month.
- (4) Vendors shall not provide or allow any dining facilities, including but not limited to tables, chairs, booths, bar stools, benches, tents, and standup counters unless approved by the Parks Director or their designee.
- (5) Mobile food vehicles and all associated equipment must be removed from the park at the end of each day. The mobile food vehicles and any equipment are not permitted in the park overnight at any time.
- (6) Mobile food vehicles shall provide a trash receptacle for the collection of vendor waste material. Trash collected or generated by mobile food vehicles shall not be placed or disposed of in a park or park facility trash receptacle. Vendors shall remove all trash and litter from park grounds within 50 feet of their mobile food vehicles. Recycling is encouraged and must also be removed from park property at the responsibility of the mobile food vendor.
- (7) Any power and electrical use required for operations shall be self-contained. Vendors are prohibited from using utilities drawn from the park property unless specifically authorized in writing by the City of Bartlett Parks Department.
- (8) A permit fee for the privilege of vending within the City limits payable to the City of Bartlett is required.
- (9) At the discretion of the Parks Director, or their designee, the Parks Department shall reserve all rights to revoke a mobile food vending permit within City of Bartlett parks should an operator or mobile food unit fail to comply with standards of this section including, but not limited to the following reasons:
 - (a) The licensed vendor or operator engaged in conduct of character that was misleading, deceptive or fraudulent.
 - (b) The licensed vendor or operator engaged in untruthful or deceptive advertising.
 - (c) The licensed vendor or operator engaged in conduct detriment to the health of park patrons, including but not limited to intimidation, or verbal, physical and/or sexual assault.
 - (d) The licensed vendor or operator failed to maintain or acquire any permits required by this chapter.

Section 9-205(8) Compliance with health regulations.

Valid health inspection certifications acquired in accordance of the State of Tennessee from the Shelby County Health Department shall serve as certification of inspection for operation in the City of Bartlett

Section 9-205(9) Insurance.

A mobile food vehicle owner shall maintain a commercial liability insurance policy in the amounts specified by the City of Bartlett to obtain a mobile food vending permit. Proof of current commercial liability insurance, issued by an insurance company licensed to do business in Tennessee, protecting the mobile food vehicle vendor, the public and the City from all claims for damage to property and bodily injury, including death, which may arise from operation under or about the permit. The insurance shall also name the City as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days' advanced written notice to the City. Failure to maintain the required insurance coverage is grounds for vending license revocation

Section 9-205(10) Mechanism for complaints-Suspension or revocation.

Should the City of Bartlett observe a mobile food vendor in violation of this chapter, the Building Official, or their designee, may seek resolution through the issuance of a notice of violation to parties involved in the operation of the mobile food vending unit, including, but not limited to the operator or owner of the unit, as well as the property owner where the violation occurred. The Building Official also has the discretion to suspend or revoke a mobile food vending permit when a mobile food vendor and/or owner are found in violation of this chapter.

Section 3. 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 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: October 24, 2023
Second Reading: November 14, 2023
Third Reading: November 28, 2023

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

David Parsons, Mayor

Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/24/23 06:00 PM

Department: Planning and Economic Development

Category: Proposal

Prepared By: Penny Medlock

Department Head: Kim Taylor

Appeal of the Design Review Commission's denial of the request of the Smoker's Shop, located at 6524 Memphis-Arlington Road, to add accordion security bars behind the window frames inside the store on the front elevation.

Ahmed Saffarini with the Smoker's Shop located at 6524 Memphis-Arlington Road requests an appeal of the Design Review Commission's decision to deny the request to add accordion security bars behind the window frames inside the store on the front elevation. This decision was made at the Design Review Commission meeting on Tuesday, September 19, 2023.

Ahmed Saffarini
8604 Marysville Ave
Cordova, TN 38016
Ahmed_saff@yahoo.com
(901) 650-8577

24 September 2023

David Parsons
Mayor, City of Bartlett
dparsons@cityofbartlett.org
(901) 385-6444

Request for appeal regarding decision made by Design Review Commission on 19 September 2023.

Honorable Board of Mayor and Alderman:

I am writing to request an appeal to the motion by the Design Review Commission made at the meeting on 19 September 2023. I personally was unable to attend for challenge and defense of my requested actions due to outstanding family matters as was my property manager who was unavailable at the time due to an exposure to Covid positive persons.

Respectfully, Ahmed Saffarini

Jesse Hise
8545 Prestine Loop 01-203
Cordova, TN 38018
icesinquiries@gmail.com
(901) 474-8691

Attachment: Appeal to Mayor (3426 : Letter of Appeal DRC Smoker's Shop September 2023)



City of Bartlett, Tennessee Design Review Commission Staff Report

Site Plan

Smoker's Shop

DATE: September 19, 2023

STAFF: Kim Taylor, Planning Director; Sam Harris, Senior Planner; Leslie Brock, Planner; Max Pedro-Gomez, Land Development Engineer; Trey Arthur, Code Enforcement Director

SUBJECT: Site Plan Application Review

APPLICANT: Ahmed Saffarini, Saffarini Investments, Inc.

SITE LOCATION: 6524 Memphis-Arlington Road, Suite 109

SITE ACREAGE: 2.95

ZONING: "SC-1" Planned Unit Commercial Development Zoning District

LOTS: 1

INTRODUCTION:

Mr. Ahmed Saffarini with Saffarini Investments, Inc. is requesting Design Review Commission (DRC) site plan approval for Smokers Shop tobacco retail shop. The subject property is located at 6525 Memphis-Arlington Road, Suite 109 within the "SC-1" Planned Unit Commercial Zoning District.

BACKGROUND:

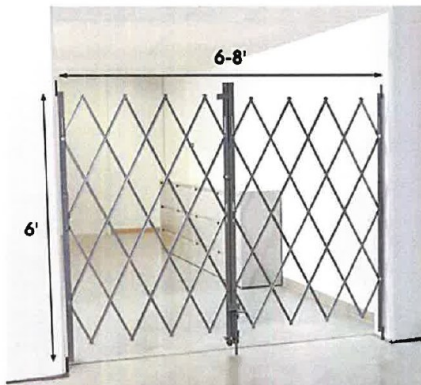
The 2.95 -acre subject property is located on lot 2 of the Altruria Creek Commercial Center Subdivision. The tenant bays being leased by the applicant was the prior location of a drive thru dry cleaner. The Smoke Shop, a tobacco retail shop, now leases the location. Other tenants within the shopping center include a nail salon, a hair studio, and three restaurants.

In May 2018, the DRC approved a site plan for the subject property to add a drive-thru window on the north elevation of the building facing the existing Walgreen's, but the DRC denied the applicant's site plan request at the same meeting to add security bars inside the window frames inside the store building on the front elevation facing Memphis-Arlington Road. In lieu of approving the security bars the DRC recommended alternative security products such as polycarbonate window frames.

DISCUSSION:

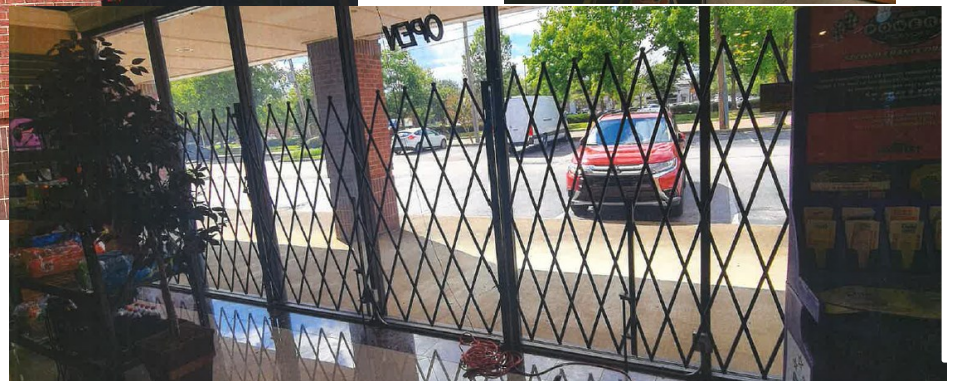
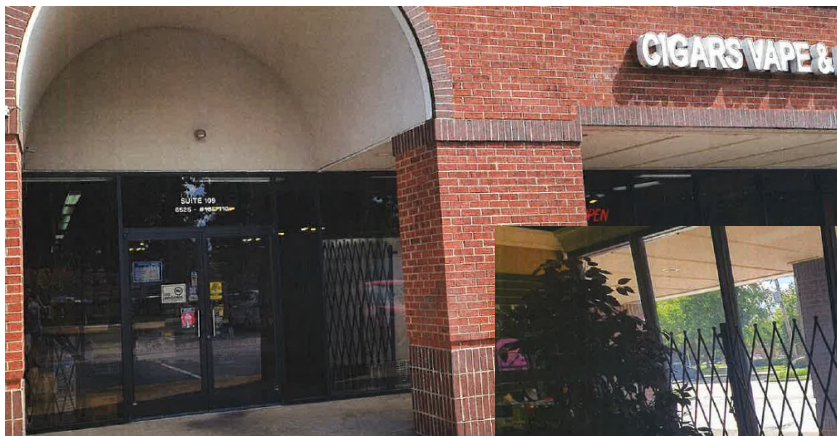
The specific request to the DRC by the applicant is for the approval of a revised building elevation to add accordion security bars behind the window frames inside the store on the front elevation of the building facing Memphis-Arlington Road. The City of Bartlett Department of Code Enforcement was notified that the applicant installed the accordion security bars in the storefront windows without obtaining DRC approval. The security bars are made of bronze aluminum to match the storefront, and they are installed by non-anchor bolted screws into the hollow aluminum window frames.

Folding Security Gate - 6-8' x 6'



Control access to hallways and receiving doors without affecting ventilation or visibility.

- For garage and hallway entrances. Center drop pin stabilizes door when closed.
- Corrosion-resistant, galvanized steel webbing.
- Gates pivot and swing 180° for unobstructed access.
- Includes bearing washers, brackets and casters.
- Padlocks available.



Recommendation: Denial of the proposed security bars since alternative security products are available for the applicant.

Planning Comments:

1. The storefront windows are made of insulated tempered glass. The DRC has not approved the installation of security bars in the windows since it is more of a visual deterrent than a structural deterrent.
2. The other tenants within the shopping center are not experiencing these security issues, so the aesthetics of the building would be altered to satisfy the attractive nuisance concerns of this specific use.
3. Alternative security products are available for the applicant. Those alternatives include the following:

- [3M™ Safety & Security Window Films, Safety Series for Commercial](#)
- Eastman KeepSafe laminated glass

<http://www.keeptsafe.com/Pages/default.aspx>

<https://www.youtube.com/watch?v=Z2HxWn6eP74>

<https://maclinsecuritydoor.com/security-doors/>

Planning Conditions:

1. Should the applicant/owner obtain a license to sell beer, then the drive-thru window shall be removed and replaced by brick or forfeit their beer license.
2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Engineering Conditions:

None.

September 19, 2023

BARTLETT DESIGN REVIEW COMMISSION MINUTES

The Design Review Commission met in the City Hall Chambers, on Tuesday, September 19, 2023 at 6:30 p.m. for a regularly scheduled meeting. Alderman Jack Young presided over the meeting.

Members Present:

Nick Taylor
Alderman Jack Young, Chairman
Greg Evans, Vice Chairman
Stan Burton
Keith Whaley
Jason Payne

Members Absent:

Allison Chandler
Tyler Canup
Ed Brooks

The following advisors were present: Kim Taylor, Planning Director; Sam Harris, Senior Planner; Leslie Brock, Planner; Will Wyatt, Attorney; Trey Arthur, Code Enforcement Director; Erin Campbell, Assistant Director of Engineering; Max Gomez-Pedro, Engineer

Alderman Jack Young led the meeting.

Alderman Young led the Commission in prayer and the Pledge of Allegiance.

Alderman Young requested any changes to the minutes of the last meeting on March 21, 2023.

Hearing none.

A motion was made by Nick Taylor to approve the Minutes of the March 21 2023 meeting. Greg Evans seconded the motion. Voice Vote: All members voted Yes. Minutes were approved as presented.

CONTINUED

Site Plan

1. **Taco Bell Restaurant, 6720 Stage Road (Mike McCracken, Hospitality Restaurant Group, Inc.)**

Attachment: DRC Minutes September 2023 (3426 : Letter of Appeal DRC Smoker's Shop September 2023)

INTRODUCTION: Senior Planner Sam Harris introduced the application for Mike McCracken, with Hospitality Restaurant Group, Inc., who is requesting Design Review Commission (DRC) approval of a revised Site Plan for Taco Bell Restaurant. The subject property is located at 6720 Stage Road with in the "SC-1" Planned Unit Commercial Development Zoning District.

BACKGROUND: The DRC approved a revised Site Plan March 21, 2023, for façade changes, landscaping, parking lot restriping and lighting changes with the exception of the Purple SW #TB2603C band. The Commission requested Mr. McCracken return with revised elevations showing less Purple SW #TB2603C.

DISCUSSION: The specific request to the DRC by the applicant is for the approval of building elevations details as follows:

Elevations: The front elevation faces south toward Stage Road, and the north, east, and west elevations face a shopping center parking lot. All four elevations are EFIS (Worldly Gray SW#7043, Brainstorm Bronze SW#7033), with existing dry stacked fieldstone accents. A mock canopy with EFIS (Aged White SW#9180) and field stone accents are on the front and east elevations. The upper and middle parapet will be painted in Worldly Gray SW#7043. The trim on the parapet will be painted Aged White SW9180. The accent band on all four elevations will be painted Purple SW #TB2603C. The continuous parapet caps for the upper and middle parapets will be painted in Enduring Bronze SW7055.

The existing towers at the main entrance on the south elevation, at secondary entrance on the east elevation, and the drive thru window on the west elevation will be repainted Aged White SW#9180. The metal canopies over the entrances and drive thru window will be painted Urbane Bronze SW#7048. The internally illuminated flying arch above the towers will remain the same.

Recommendation: Approval with conditions.

Planning Conditions:

1. All proposed signage shall be submitted on a separate application to the Design Review Commission.
2. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
3. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Alderman Young asked Mr. Harris to explain the changes Taco Bell made to the proposed elevations.

Mr. Harris stated that the applicant's initial request had a purple band around all four elevations of the restaurant, as well as a background halo on the drive through window on the west elevation and the east elevation on the side entry from the parking lot. With this revision, they have deleted the drive through window's purple wall, the purple halo behind the entrance on the east elevation, and they have limited the purple to the front elevation facing Stage Road as well as the sides of that front half of the building facing Stage Road.

Matthew Prouty, Baldwinsville, New York, stepped forward.

Mr. Prouty stated that he is here on behalf of Mike McCracken, who could not be in attendance tonight.

Mr. Prouty stated that after the DRC's feedback at the last meeting, the amount of purple on the proposed elevations has been reduced from 276 square feet to less than 100 square feet.

Mr. Prouty stated that he is in agreement with conditions and comments listed in the staff report.

Keith Whaley made a motion to approve the revised elevations for Taco Bell at 6720 Stage Road with comments and conditions listed in the staff report. Stan Burton seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

New Business

Site Plan

2. Ladd's, 0 Bartlett Corporate Drive (Brady Moore, Brady Moore Architects)

INTRODUCTION: Mr. Harris introduced the application for Brady Moore, with Brady Moore Architects, who is requesting Design Review Commission approval of a Site Plan for an office building and open storage space for Ladd's. The subject property is located on the northwest corner of Bartlett Corporate Drive directly behind the TWRA Hunter Education Center. Subject property is zoned "I-P" Planned Industrial Park.

BACKGROUND: The Planning Commission approved a site plan for the subject property on Tuesday, September 5, 2023. Specifics of the approved site plan are as follows:

Site Data	
Site Area:	4.60-acres / 200,376 square feet
Total Required Parking Spaces: 1.25 spaces per 1,000 square feet, plus 4 spaces.	18
Total Proposed Parking Spaces:	22
Handicap Accessible:	2 Van Accessible
Regular Customer Parking:	20
Proposed Office/Covered Space	3,750 square feet / 7,500 square feet
Total Proposed Building Area:	11,250 square feet
Greenspace/Open Space:	35%
Building Height:	One story

DISCUSSION: The specific request to the DRC by the applicant is for the approval of building elevations, landscaping, lighting details, parking, outdoor storage, dumpster enclosure, and fence. Details of the plan are as follows:

Elevations: The front of the office building is the south elevation and is where the main entrance to the building is located. The north elevation of the office is attached to a 7,500 square foot covered open warehouse space.

The proposed front and side elevations of the office will be brick. The water table and two rowlock stripes consist of Triangle Brick "Williamsburg" while the upper portion of the wall will be Triangle Brick "Bessemer Gray." A dark bronze parapet coping will be at the top of the wall. The main entrance and office windows will have a Dark Bronze anodized aluminum frame with bronze tinted glass on both the front and side elevations. Above the main entrance is a metal hanging rod awning in "Colonial Red". The north elevation of the office building will be Almond colored metal panels. The elevation also features two roll up doors, as well as a personnel door, which will be painted to match the Almond metal panels.

The roof of the covered open space will be an Almond colored metal standing seam roof. The roof will be supported by metal building columns painted Dark Bronze set in a reinforced concrete base. The metal gutters and trim will be Almond while the downspouts will be Dark Bronze.

Fencing: The proposed fence will be 8-foot black vinyl coated chain-link fence along the east, north, west and portions of the south property lines. The fence will have privacy slats and barbed wire along the top foot of the fence. An 8-foot wrought iron fence behind the front build-line of the office will meet with

the chain-link fence at the south and east elevations. There will be 2 sliding gates across the drive aisles; one is 36-foot wide, while the other is 40-foot wide.

Dumpster Enclosure: The proposed dumpster enclosure will be located in the southwest portion of the subject property. The elevations will consist of brick (Triangle Brick, Williamsburg) to match the office building, with a matching brick rowlock cap. The doors will be steel tube framed with fiber-cement boards painted dark bronze to match the building.

Mechanical: All mechanical units and utilities will be located on the west side of the office behind a 4-foot brick wall to match the building and a landscape screen.

Landscaping: Proposed landscape plantings will be along the street frontage, within the parking lot, along the south property line inside the fence and on two sides of the detention basin. The proposed plantings are as follows: 15 – “Wintergreen” Boxwoods, 3 – “Little Lime” Hydrangeas, 24 - Dwarf Burford Holly, 5 – “Soft Touch” Holly, 6 – “Oakland” Holly, 3 – “Nick’s Compact” Juniper, 5 – Eastern Red Cedar, 1 – “Pocomoke” Dwarf Crape Myrtle, 193 Variegated Lirope, 1 “Little Gem” Magnolia, 3 – Dawn Redwoods, 5 Maiden Grass, 3 – “Morn Light” Japanese Silver Grass, 15 – “Gulfstream” Nandina, 1 - Black Gum, 1 – Yoshino Cherry, 4 – Willow Oak, 10 “Anthony Waterer” Spirea, 9 – “Green Giant” Arborvitae, 1 – “Athena” Elm, 8 – “Blue Muffin” Viburnum, “Tifway” Bermuda Sod, Bermuda Seed, and seasonal color.

Lighting: The site will have thirteen 3K LED Lithonia D-Series Size 2 downward light fixtures with glare shields mounted on 25-foot poles. Site will also have six 4K Lithonia CNY LED canopy lights and two 3K Lithonia WST LED downward wall sconces. The average foot-candle for the overall site is 1.1, while the parking lot is 2.8 foot-candles.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

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

Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

3. A SWPPP and a TDEC permit may be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Any proposed Easements shall be recorded by an easement plat.

Site Plan:

6. Existing utilities on site shall be located and shown, including the water and sewer service lines and their connections to the mains.
7. Fire protection must be approved by the City of Bartlett Fire Marshall, to determine fire flow and associated water requirements.
8. Will need details for sidewalk, sewer clean-out, type D headwall, type E headwall, and lowered driveway.
9. Water meters will need to be installed outside fenced area.
10. Show all easements on site plan, to determine fire flow and associated water requirements.

Erosion Control Plan & Details:

11. Metal posts with wired backed fence are required on the proposed silt fences.

Grading and Drainage:

12. As built design, certifications will be required on the detention basin.
13. Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms.

Sewer:

14. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
15. This property is in Fletcher Creek Basin and taps and sewer line may require coordination with the City of Memphis. If a new sewer connection is required, developer shall provide said letter from the City of Memphis granting approval and meet all requirements of the City of Memphis. These may include installation of a private underground sewer storage tank and pump station.

16. Tracer wire must be installed on all sewer lines, including services.

Planning Comments:

1. The applicant would like the option of an 8-foot fence if his budget allows but is willing to go with a 6-foot fence.
2. The applicant has moved fence behind the front build-line of the office on the revised PC Site Plan.

Planning Conditions:

1. Staff recommends the privacy slats for the chain-link fence be black vinyl.
2. The Fire Marshall will require a Knox Box padlock that will be dually coordinated with fire and police for emergency access.
3. Applicant shall provide a landscape plan showing truck parking buffer.
4. The applicant shall identify the green/open space of the site on the site plan data table.
5. Irrigation and maintenance is required for all planting on the landscape plan.
6. Applicant shall provide light pole diagram to reflect the installed light pole height will be less than the required 25 feet from top of grade.
7. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
8. Owner/applicant shall be present at the meetings in order to make decisions relative to any changes that may be suggested by the Design Review Commission.

Nick Taylor asked why there are two different drawings of the fence.

Mr. Harris stated that one of the fence drawings is a revised submission. The first drawing showed the fence going all the way out to the street. The revised drawing moved the fence back. Now, the part that is gated will only be the open storage area behind the main parking lot.

Brady Moore, 420 Plum Point Avenue, Southaven, MS 38671, stepped forward.

Mr. Moore stated that he is in agreement with comments and conditions listed in the staff report.

Keith Whaley made a motion to approve the Site Plan for Ladd's on Bartlett Corporate Drive with comments and conditions listed in the staff report, and the additional condition that detailed fence drawings be submitted for final

approval. Greg Evans seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

3. Smoker's Shop, 6524 Memphis-Arlington Road, Suite 109 (Ahmed Saffarini, owner)

INTRODUCTION: Mr. Harris introduced the application for Ahmed Saffarini, with Saffarini Investments, Inc., who is requesting Design Review Commission (DRC) site plan approval for Smokers Shop tobacco retail shop. The subject property is located at 6525 Memphis-Arlington Road, Suite 109 within the "SC-1" Planned Unit Commercial Zoning District.

BACKGROUND: The 2.95 -acre subject property is located on lot 2 of the Altruria Creek Commercial Center Subdivision. The tenant bays being leased by the applicant was the prior location of a drive thru dry cleaner. The Smoke Shop, a tobacco retail shop, now leases the location. Other tenants within the shopping center include a nail salon, a hair studio, and three restaurants.

In May 2018, the DRC approved a site plan for the subject property to add a drive-thru window on the north elevation of the building facing the existing Walgreen's, but the DRC denied the applicant's site plan request at the same meeting to add security bars inside the window frames inside the store building on the front elevation facing Memphis-Arlington Road. In lieu of approving the security bars the DRC recommended alternative security products such as polycarbonate window frames.

DISCUSSION: The specific request to the DRC by the applicant is for the approval of a revised building elevation to add accordion security bars behind the window frames inside the store on the front elevation of the building facing Memphis-Arlington Road. The City of Bartlett Department of Code Enforcement was notified that the applicant installed the accordion security bars in the storefront windows without obtaining DRC approval. The security bars are made of bronze aluminum to match the storefront, and they are installed by non-anchor bolted screws into the hollow aluminum window frames.

Recommendation: Denial of the proposed security bars since alternative security products are available for the applicant.

Planning Comments:

1. The storefront windows are made of insulated tempered glass. The DRC has not approved the installation of security bars in the windows since it is more of a visual deterrent than a structural deterrent.

2. The other tenants within the shopping center are not experiencing these security issues, so the aesthetics of the building would be altered to satisfy the attractive nuisance concerns of this specific use.
3. Alternative security products are available for the applicant. Those alternatives include the following:
 - 3M™ Safety & Security Window Films, Safety Series for Commercial
https://www.3m.com/3M/en_US/company-us/all-3m-products/~/3M-Safety-Security-Window-Films-Safety-Series-for-Commercial/?N=5002385+3292716679&rt=rud
 - Eastman KeepSafe laminated glass
<http://www.keeptsafe.com/Pages/default.aspx>
<https://www.youtube.com/watch?v=Z2HxWn6eP74>
<https://maclinsecuritydoor.com/security-doors/>

Planning Conditions:

1. Should the applicant/owner obtain a license to sell beer, then the drive-thru window shall be removed and replaced by brick or forfeit their beer license.
2. It is recommended that the owner/applicant attend the meeting in order to make decisions relative to any changes that may be suggested by the DRC.

Engineering Conditions: None.

Keith Whaley asked if there are issues with people breaking in to the store.

Mr. Harris stated that there have been several break-ins for this specific location. For the other tenants, no break-ins have occurred. The existing windows are made of tempered glass. A different glass material could be installed in place of the tempered glass that would have the desired security effect without promoting the image of insecurity and crime.

Mr. Whaley asked if the break-ins have involved someone breaking the glass.

Mr. Harris answered in the affirmative. The store windows are being broken, merchandise is being stolen, and the stolen merchandise is being resold or put on the street for the black market economy.

Mr. Taylor asked if the bars have already been installed.

Mr. Harris answered in the affirmative. Both requests submitted by the applicant were made after the bars had already been installed when noticed by Code Enforcement.

Mr. Taylor asked if there have been additional break-ins since the bars have been installed.

Mr. Harris stated that to his knowledge, there have not been additional break-ins. He has not researched recent police reports since the application was submitted.

Chairman Young noted that the applicant is not present.

Chairman Young asked if the applicant has applied for a beer license.

Mr. Harris stated that the applicant has not applied to obtain a beer license, but the comment was added due to the presence of the drive through window in case they do decide to apply.

Jack Young made a motion to deny the Site Plan for Smoker's Shop at 6524 Memphis-Arlington Road for the proposed security bars since alternative security products are available for the applicant. Nick Taylor seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries. The application is denied.

Open Discussion

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

Alderman Young called for further discussion.

Hearing none, meeting adjourned at 6:47 p.m.

Respectfully submitted by Melissa Hale, Administrative Secretary.

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 Site Plan Approval to the Bartlett Design Review Commission

Project Name Smokers Shop
Project Address 6524 Memphis-Arlington Rd. Ste # (109) 108-110, Bartlett, TN. 38135

Owner/Developer Contact Ahmed Saffarini
Company Name Smokers Shop 2 Inc.
Address 8295 Tournament Dr. Memphis, TN. 38115
Phone: 901-650-8577 Fax: _____ E-mail: ahmed-saff@ya.com

Architect Contact _____
Company Name _____
Address _____
Phone: _____ Fax: _____ E-mail: _____

Engineer Contact _____
Company Name _____
Address _____
Phone: _____ Fax: _____ E-mail: _____

Submitted by H. Be. Jesse J. [Signature] 5 Aug 2023
(printed name) (signature) (date)

_____ Attach a checked-off "Site Plan Checklist" and fifteen (15) sets of your application.

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

_____ Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.

_____ Include a fee of \$ 400.00 with this application (check payable to the City of Bartlett).

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

RECEIVED

AUG 16 2023

CITY OF BARTLETT

Packet Pg. 101

**Bartlett Planning and
Economic Development Department**
6400 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
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Site Plan Checklist

Bartlett Design Review Commission

The design of new buildings shall be compatible with the general character of the existing surroundings. Site plan applications will be reviewed for compatibility of landscaping, exterior materials, exterior colors, architectural style, scale, proportion, mass, and details. Diversity is acceptable to the extent that compatibility can be demonstrated. The applicant must explain the design to the Commission to demonstrate compatibility. A rendering and full, clear color exterior samples are required.

1. Basic Submittals

- ☒ a. * Site plan.
- ☒ b. * Building elevations (all four) and a color rendering of the building.
- ☐ c. Floor area (square feet) in buildings.
- ☒ d. One PDF file of items indicated herein by an asterisk (*), for display at the Design Review Commission meeting.

2. Landscaping

- ☒ a. * Landscaping plan.
- ☐ b. Identification of all existing trees, denoting those to remain and those to be removed; with grading shown to save trees where possible.
- ☐ c. Proposed new trees, shrubs, and ground covers, shown graphically with plant common names and size.
- ☐ d. Adequate landscape screening along property lines where required.
- ☐ e. Grass strip between sidewalk and street curb.
- ☐ f. Street trees on all commercial and residential site plans reviewed by the Commission, in accordance with the Bartlett Tree and Landscape Ordinance.
- ☐ g. Parking lot planters.

3. Exterior Lighting

Provide details on the following:

- ☐ a. Location
- ☐ b. Height
- ☐ c. Style of Fixtures
- ☐ d. * Photometric Plan with design and arrangement to prevent intrusion on adjoining property and streets.
- ☐ e. Bulb Temperature not to exceed 4K

4. Trash Collection Areas

- ☐ a. Type and location indicated on plan.
- ☐ b. Trash receptacles in accordance with Bartlett Codified Ordinance 17-103. (Ask for dumpster enclosure drawings.)

5. Gas And Electric Meters And Transformer Locations

- ☐ a. Locations shown in rear of commercial project in accessible area.
- ☐ b. Screening of all meters.
- ☐ c. Water meter location.

6. Mechanical Units, Vents (Plumbing Heating, etc.).

- ☐ a. Location
- ☐ b. Screening required

7. Exterior Material

- | | | |
|---|---------|----------------------|
| | Roofing | Exterior |
| ☒ a. Material | | <u>Security Bars</u> |
| ☐ b. Colors | | |
| ☐ c. Large samples of colors and materials must be presented at the meeting. | | |

8. Plans shall be sealed, signed and dated by an architect or engineer that is registered in the State of Tennessee.

9. Owner must arrange for debris and mud to be kept from the streets during construction or the City will remove it and charge the owner.

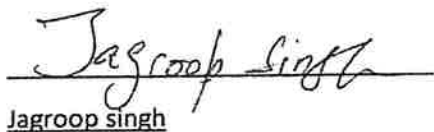
Attachment: Smoker's Shop 6524 Memphis-Arlington Rd (3426 : Letter of Appeal DRC Smoker's Shop September 2023)

cloverdale enterpruses LLC
9107 chicot rd

Little rock, AR 72209

Date: april 10, 2018

Whom may it concern I am jagroop singh owner of cloverdale enterprises LLC, Mr ahmed saffarini entered into lease on july 31, 2017 for property located at 6525 memphis arlington rd Bartlett, TN 38134 Suites 108-110 . Mr ahmed saffarini have my permission to install a drive thru window and add security bars to the store front windows and doors within the codes of city of bartlett or allow by city of bartlett.

A handwritten signature in black ink, reading "Jagroop Singh", is written over a horizontal line.

Jagroop singh

landlord

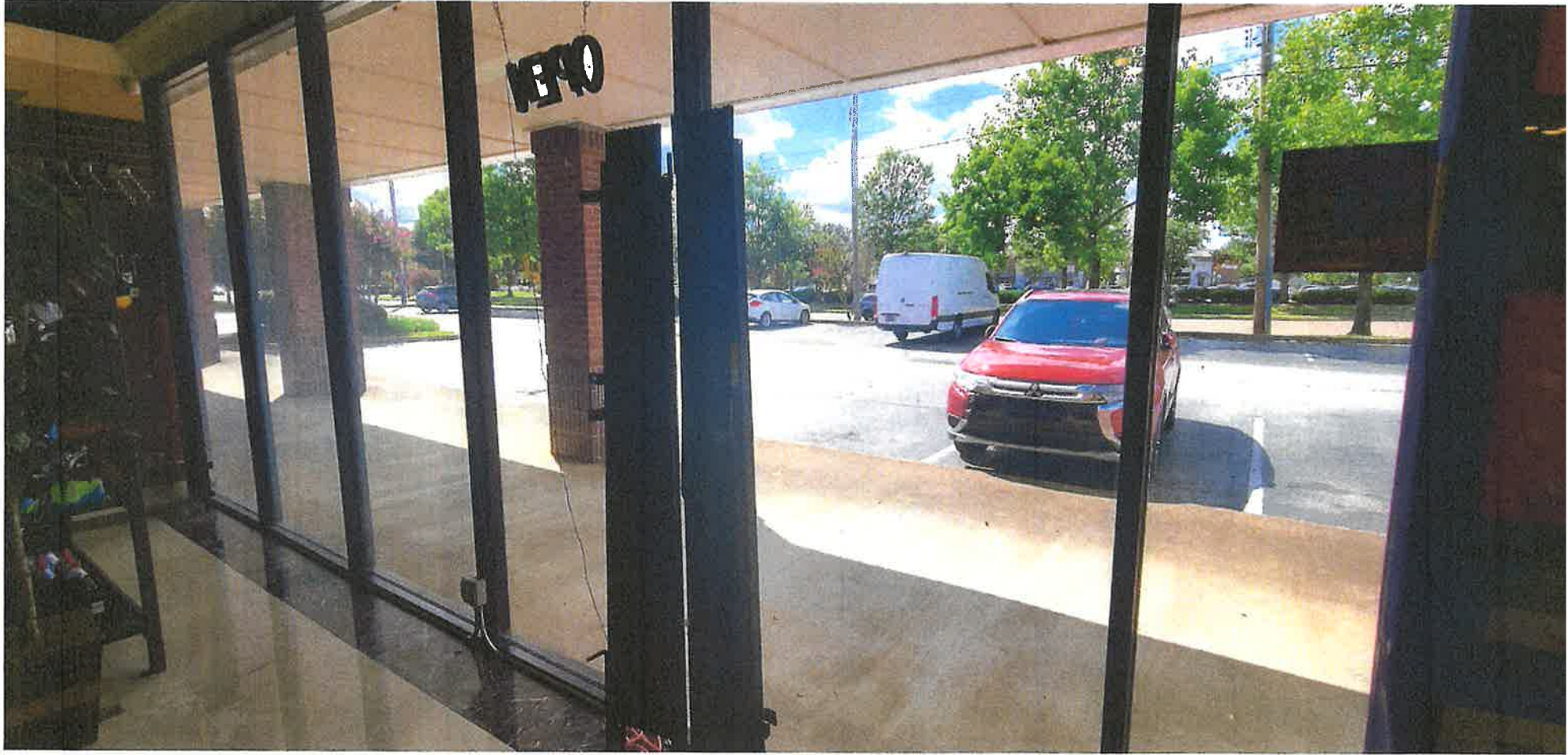


-89.849, 35.2225



Attachment: Smoker's Shop 6524 Memphis-Arlington Rd (3426 : Letter of Appeal DRC Smoker's Shop







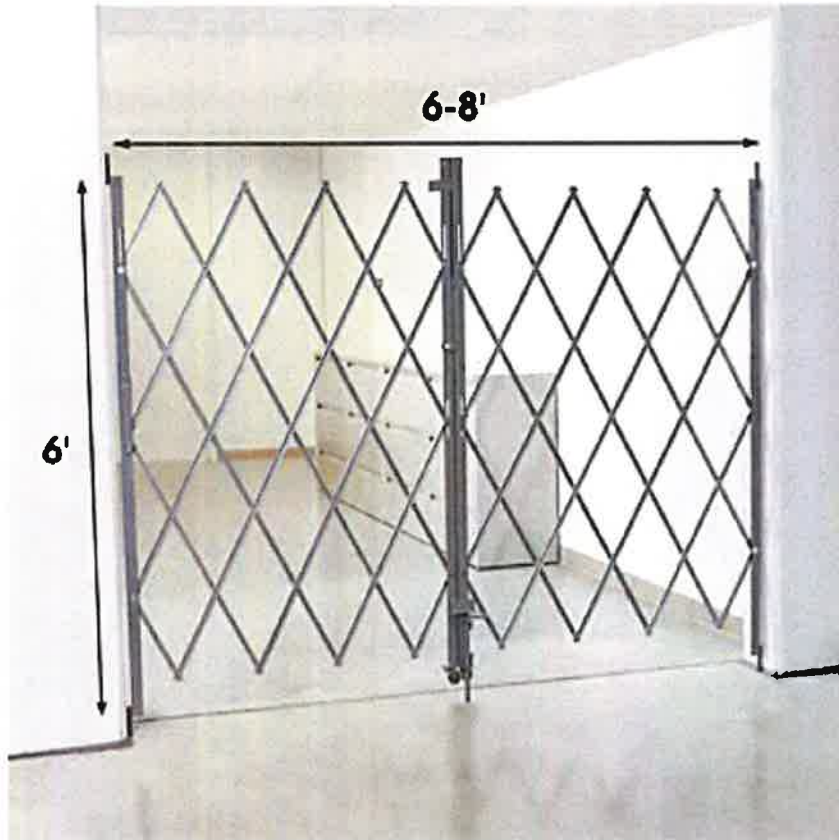


Attachment: Smoker's Shop 6524 Memphis-Arlington Rd (3426 : Letter of Appeal DRC Smoker's Shop



Attachment: Smoker's Shop 6524 Memphis-Arlington Rd (3426 : Letter of Appeal DRC Smoker's Shop

Folding Security Gate - 6-8' x 6'



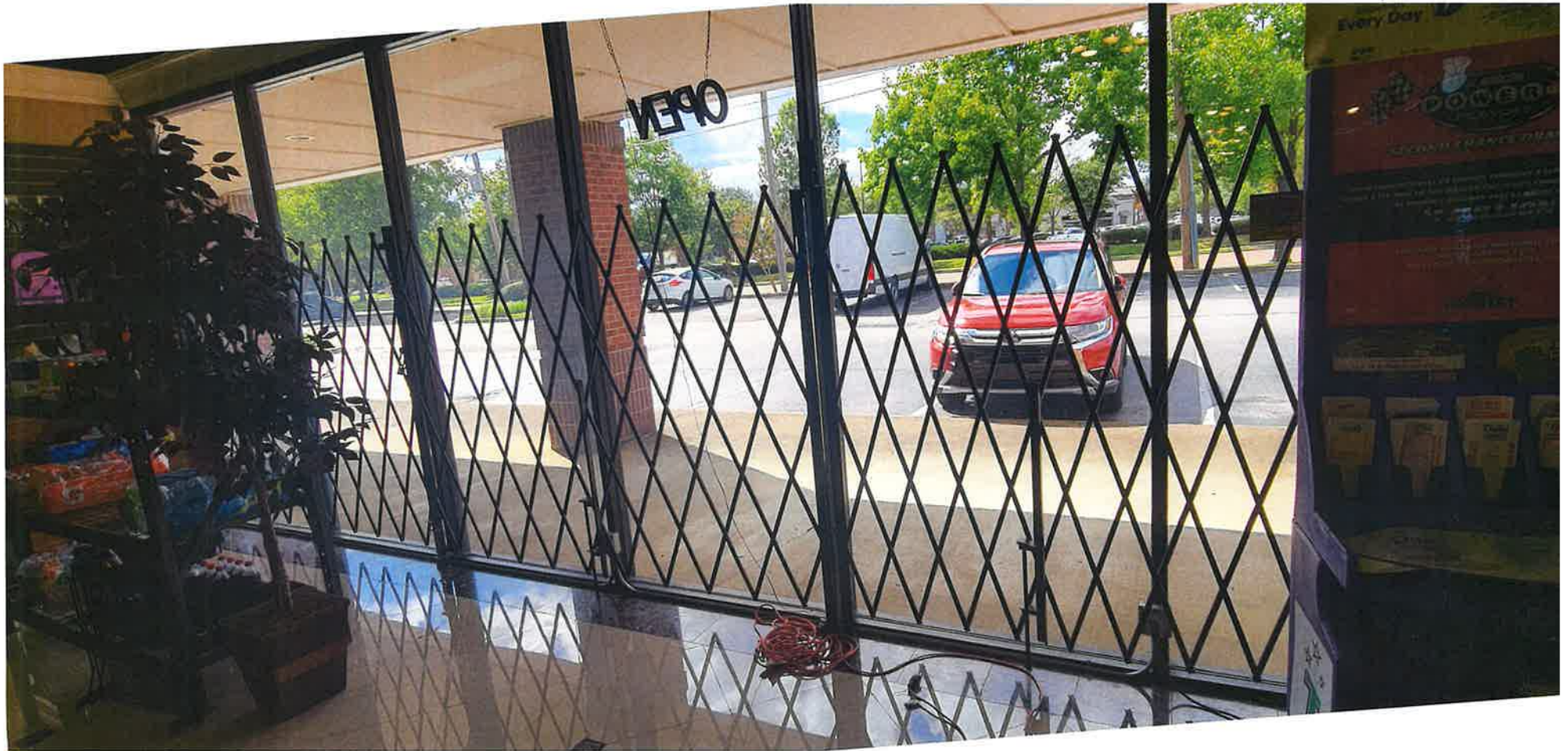
[More Images & Video](#)

Control access to hallways and receiving doors without affecting ventilation or visibility.

- For garage and hallway entrances. Center drop pin stabilizes door when closed.
- Corrosion-resistant, galvanized steel webbing.
- Gates pivot and swing 180° for unobstructed access.
- Includes bearing washers, brackets and casters.
- Padlocks available.

MODEL NO.	DESCRIPTION	EXTENDED		FOLDED		WT. (LBS.)	PRICE PER SET		IN STOCK SHIPS TODAY
		WIDTH	HEIGHT	WIDTH	HEIGHT		1	2+	
H-2827	Fixed Double	6-8'	6'	11"	6 1/2'	56	\$310	\$300	1 ADD

SHIPS VIA UPS



Attachment: Smoker's Shop 6524 Memphis-Arlington Rd (3426 : Letter of Appeal DRC Smoker's Shop





Attachment: Smoker's Shop 6524 Memphis-Arlington Rd (3426 : Letter of Appeal DRC Smoker's Shop