



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 26, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Planning Commission, September 2 at 7 p.m.

Bartlett Station Commission, September 3 at 7:30 a.m.

City Beautiful Commission, September 4 at 7 p.m.

Family Assistance Commission, September 8 at 7 p.m.

Bartlett Historical Society, September 8 at 7 p.m.

RECOGNITIONS

Presentation of "Best of" Awards by The Bartlett Express

Jackie Butler, a sales executive with *The Bartlett Express*, presented the newspaper's "Best of" Awards to the City's winners.

Man of the Year - Mayor McDonald
Best Firefighter - Assistant Fire Chief Danny Baxter
Best Fitness Center - Bartlett Recreation Center
Best Police Officer - Colin Green
Best City Employee - Colin Green

Youth Leadership Bartlett

Youth Leadership Bartlett Class of 2015 spent afternoon learning about local government with Mayor McDonald.

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the August 12, 2014 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	David Parsons, Alderman
AYES:	McDonald, Pleasant, Elliott, Parsons, Simmons, Young

PUBLIC HEARINGS

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

I. Resolution 21-14, a Resolution Approving a Special Use Permit for AAA Collision to operate an Automobile Paint and Body Shop located at Grace Subdivision Lot 2 on Summer Avenue within the "C-H" Highway Business Zoning District.

No one spoke in favor of Resolution 21-14.

In opposition

*Tracy Payne, 6313 Ivanhoe, said the Commercial Highway zoning district is generous enough. If a project needs a special use permit, then it doesn't need to be constructed. She is concerned that vehicles left at the business overnight will invite crime. She also voiced concern about the shared access on Elmore Road being used by tow trucks.

*Tommy Spencer, 6332 Elmore Road, believes that 30 percent of the parcel in question drains to Lot 3 and then to his property. Mr. Spencer claims the sample runoff he brought to the Board meeting is from a current AAA Collision location. He claims the sample, contained in an old peanut butter jar, contains transmission fluid, antifreeze and other pollutants that he doesn't want draining into his yard.

*Vicki Jackson, 2455 E. Hawthorne Road, believes the business will be aesthetically unappealing, and believes the owner can find a better-suited location in Bartlett.

Mayor McDonald read a letter from Del and Mary Ann Schmand, 2462 E Hawthorne. The Schmands oppose AAA Collision building on this lot because of increased traffic, noise, water and fluid pollution. They would like a buffer between residential and commercial areas.

The public hearing adjourned at 7:26 p.m.

UNFINISHED BUSINESS**I Resolution 21-14, a Resolution Approving a Special Use Permit for AAA Collision to operate an Automobile Paint and Body Shop located at Grace Subdivision Lot 2 on Summer Avenue within the “C-H” Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick explained that AAA Collision would like to construct and operate a facility on Lot 2 of Grace Subdivision. This lot fronts Summer Avenue just north of Elmore Road. A vacant lot and a self-storage facility are adjacent to this property. A motorcycle service facility is located south of Lot 2. The lot is across Summer Ave from the City of Memphis.

The site plan concept places a small office building on the front of the property and two workshops buildings in the rear for painting and auto repair. The business would share an access drive with the motorcycle business to its south.

The developer would be required to install a detention basin on Summer Ave to handle this parcel's drainage and the nearby vacant lot. The detention basin would go where an existing billboard is, which would have to be removed.

Mr. Emerick said the Planning Commission heard this application July 7, and voted eight to one with a favorable recommendation. Neighbors spoke against the development during the Planning Commission's public hearing.

If the Board approves this special use permit, the Planning Commission and the Design Review Commission would have to approve a detailed site plan.

Alderman Parsons asked Mr. Emerick to address the neighbors' concerns of water and pollution draining onto their properties.

Mr. Emerick explained that all new development is required to detain, on site, all water/runoff generated by the development. The purpose is not to have any more water running downstream after the development is complete than prior to its construction. City Engineering has determined that all drainage from Lot 2 will flow toward Summer Avenue. Staff will ensure that drainage is designed to flow away from the residential area.

Mr. McClanahan explained that the original grading plan for Grace Subdivision set the ridge line. He said some water may be traveling west. When the site plan is approved, he and his staff will ensure that the grading sends the lot's drainage toward Summer Ave. Mr. McClanahan said it could be necessary, after development is complete, to install a grease/oil separator to deal with the polluted water.

Alderman Elliott asked if runoff isn't regulated by the Environmental Protection Agency (EPA). Mr. McClanahan stated that it is, but EPA enforcement occurs after the act. The EPA would not initially require a separator, but the Board could place that condition in the special use permit.

Alderman Parsons asked if the separator would be placed on the outflow of the detention basin. Mr. McClanahan said it would be placed close to the building to separate out the pollutants before hitting the detention basin. Alderman Parsons asked if the outflow would ever go to the neighboring residential areas. Mr. McClanahan said the outflow would most likely flow to the Loosahatchie River.

Vice Mayor Young asked who determines if the separator is installed. Mr. McClanahan said the Board or the Planning Commission could make that decision.

Alderman Elliott noted that regardless of the location of this kind of business, a special use permit would be required. Mr. Emerick added that an automobile paint and body shop is only allowed in Commercial Highway zoning with a special use permit.

Alderman Parsons asked when the special use permit would be nullified. Mr. Emerick explained that the Board can link a special use permit to the parcel or to a specific business, so that any subsequent user would have to reapply for a special use permit. City Attorney Ed McKenney said the permit typically is linked with the land, but the Board has the authority to link it to the business.

Alderman Elliott asked to amend the resolution that the special use permit is for AAA Collision only. Both the motion maker and seconder, Aldermen Pleasant and Simmons, respectively, accepted the friendly amendment.

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

- 2 **Second Reading of Ordinance 14-07, an ordinance to delete water and sewer rates and tap fees from the codified ordinances. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS] Next: 9/9/2014 7:00 PM
MOVER:	Bobby Simmons, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young

CONSENT AGENDA

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

- 1 **Special event permit for One Less Ministries 5K Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 1 from 9 to 10:30 a.m. at beginning and ending at Faith Baptist Church.
- 2 **Special event permit for Hunters Walk Neighborhood Sale. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 4 from 6 a.m. to 3 p.m. within Hunters Walk Subdivision.
- 3 **Special event permit for St. Ann Bartlett Block Party. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, September 12 from 5 to 10 p.m. and Saturday, September 13 from 11 a.m. to 10 p.m. at St. Ann Church.
- 4 **Special event permit for Memphis Euro Fest Car Show. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, September 26 and Saturday, September 27 from 8 a.m. to 4 p.m. at Youth Villages.
- 5 **Special event permit for Ellendale Elementary 5K Fun Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 18 from 12 to 4 p.m. on the school campus.

- 6 Special seasonal event permit for Big Jim's Christmas Trees and Pumpkins. (Jim Brown, Director of Code Enforcement)**
The event will be held September 20 thru December 20 from 9 a.m. to 8 p.m. at 6777 Stage Road.
- 7 Softball Tournament requests for 2014. (David Thompson, Director of Parks and Recreation)**
- 8 Renewal of Computer-Assisted Dispatch maintenance agreements. (Gary Rikard, Chief of Police)**
Request to renew service agreement from Trittech Software Systems for a total cost of \$47,449.13. This project is in conjunction with the VisionAir conversion project. Funds are available in Account 110.42100.264.
- 9 Bid for Concrete Driveway Repair Project for Fire Stations 3 and 4. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Barnes and Brower, Inc. in the amount of \$44,296.75, plus a contingency amount of \$4,500.00, for a total cost of \$48,796.75. Funds are available in Account 110.42200.921.

NEW BUSINESS

- I Debt Obligation Report for General Obligation Capital Outlay Note, Series 2014. (Dick Phebus, Director of Finance)**

The State Comptroller's Office requires this form be presented to the Board for transparency.

RESULT: NO VOTE REQUIRED

OPEN DISCUSSION

Alderman Pleasant thanked everyone for prayers in regard to his open heart surgery.

ADJOURNMENT

Meeting adjourned at 7:52 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 12, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

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

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

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

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

RECOGNITIONS

Proclamation for Claude Humphrey upon his induction into the NFL Hall of Fame

Mr. Humphreys was unable to attend this meeting. The presentation has been rescheduled for September 9.

Proclamation for Mid-South IEC upon being selected by the White House as a model workforce innovation company

Mayor McDonald proclaimed August 12 as Mid-South IEC Day.

Mid-South IEC (Independent Electrical Contractors, Inc. was recently recognized by the White House as one of top 25 apprenticeship programs in the country.

Executive Director Walt Czyrnik, IEC President Tony George, Apprenticeship and Training Committee Chairman Randy Davis, and Apprenticeship Coordinator Vicki Czyrnik accepted the proclamation.

Minutes Acceptance: Minutes of Aug 12, 2014 7:00 PM (MINUTES ACCEPTANCE)

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the July 22, 2014 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for Bartlett Station Music Festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 11 from 10 a.m. to 10 p.m. at Davis Industrial Park, 5792 Ferguson Rd.
- 2 Special event permit for Stanky Creek 25K and 50K races. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, September 14 from 7 a.m. to 4 p.m. at Nesbit Park.
- 3 Special event permit for "12 Hours of Stank" Mountain Bike Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 4 from 9 a.m. to 9 p.m. at Nesbit Park.
- 4 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2014. (Rick McClanahan, Director of Engineering)**
The City's current number of water system connections is 20,532, at \$1.30 per connection, the City's total is \$26,691.60. Funds are available in account 510.51200.644.
- 5 Bid for Concrete Replacement Project Summer 2014. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Barnes and Brower, Inc. in the amount of \$32,684.50, plus a contingency amount of \$3,000.00 for a total cost of \$35,684.50. Funds are available in Account 311.48311.780.446.

Minutes Acceptance: Minutes of Aug 12, 2014 7:00 PM (MINUTES ACCEPTANCE)

- 6 HVAC replacement project for Bartlett Station Municipal Center. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Damon-Marcus Company in the amount of \$45,825.00 plus a contingency amount of \$4,500.00 for a total cost of \$50,325.00. Funds are available in Account 311.48311.780.109.
- 7 Easement and right-of-way acquisition for Memphis-Arlington traffic signal project. (Rick McClanahan, Director of Engineering)**
Research and purchasing the easements and right-of-ways is expected to cost no more than \$12,630.15. Funds are available in Account 311.48311.780.448.
- 8 Amendment to Kate Hyde-64 Commercial Subdivision contract. (Rick McClanahan, Director of Engineering)**
The addition of a fire hydrant increased the fees by \$1,588 and the bond \$6,225.
- 9 Planning Commission Report for August 2014. (Terry Emerick, Director of Planning and Economic Development)**

The site plan for UPS Parcel Distribution Facility was approved with conditions.

NEW BUSINESS

- 1 Resolution 29-14, a resolution to delete uncollectable property taxes, interest, penalties, grass charges and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the Shelby County Trustee's Office has notified the City that these taxes are uncollectable.

Vice Mayor Young asked how much the included grass charge write-offs are. Mr. Phebus said about \$2,800.

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

- 2 Resolution 30-14, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2014, in an amount not to exceed \$1,041,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this resolution authorizes the sale of Capital Outlay Notes, which is part of the Capital Improvements Plan approved by the Board in the Fiscal Year 2015 Budget.

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

3 Report on Debt Obligation. (Dick Phebus, Director of Finance)

Mr. Phebus noted that the State Comptroller's Office requires this report by presented to the Board for transparency.

RESULT:	NO VOTE REQUIRED
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4 First Reading of Ordinance 14-07, an ordinance to delete water and sewer rates and tap fees from the codified ordinances. (Mark Brown, Chief Administrative Officer) The public hearing is set for September 9, 2014/

Mr. Brown explained that the water and sewer tap fees and usage rates are currently included in the Codified Ordinances and the annual budget. For simplicity, these rates and fees will be removed from the Codified Ordinances and updated annually in the budget.

Mayor McDonald noted that neither the fees nor rates are changing just their location for record-keeping purposes.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 8/26/2014 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Emily Elliott, Alderman	
AYES:	Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

No one spoke.

ADJOURNMENT

Meeting adjourned at 7:18 PM

Minutes Acceptance: Minutes of Aug 12, 2014 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 11-14

Meeting: 08/26/14 07:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Stefanie McGee
Initiator: Terry Emerick
Sponsors:
DOC ID: 1333

Resolution 21-14, a Resolution Approving a Special Use Permit for AAA Collision to operate an Automobile Paint and Body Shop located at Grace Subdivision Lot 2 on Summer Avenue within the "C-H" Highway Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue within the "C-H" Highway Business Zoning District.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue on Monday, July 7th, 2014, in accordance with their regulations and recommended approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of August 2014, and approved the Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue, subject to the following conditions:

Engineering Conditions:

General:

I. All conditions from the December 2006 Planning Commission meeting for Grace Subdivision need to be met concerning lot 2. These include but are not limited to the following items:

- a. Water line extension for and including fire hydrant on lot 2. This will need to be long enough to place it out of the detention basin slope.
- b. Domestic water tap for lot 2. This will need to be long enough to place it out of the detention basin slope.
- c. Sewer tap for lot 2. This will need to be long enough to place it out of the detention basin slope.
- d. Sewer extension through lot 2 along the south property line to lot 3 with the lot 3 sewer tap installed.
- e. Detention Basin construction along Hwy 70 which covers both lots 1 and 2.

Per the plat (recorded in inst # 07104356),

- i. This detention basin was deferred until the Site Plan for either lot 1 or Lot 2 came in (whichever came first). The design is shown on the subdivision grading plan, and detention calculations were provided at the time and are in the City's engineering files.
- ii. Construction of this basin also requires removal of the existing billboards on lot 1, which are within the proposed detention basin. The original owner/developer asked for this specific deferral of the detention basin

work, and it is also addressed as a special condition in the original subdivision contract.

- iii. If more than one acre is disturbed, a SWPPP must be prepared and submitted to TDEC to obtain a Notice of Compliance. The exiting one is obsolete.

2. An Assumption Agreement or new subdivision contract shall be executed between Paragon Bank (current Grace Subdivision owner) and the City of Bartlett prior to issuance of a Lot 2 building permit, as the subdivision improvements on these lots have not been completed and released to Codes for permit.

Planning Conditions:

1. On-site storage of vehicles, equipment, parts and tires shall be contained and screened from public view.
2. The applicant shall obtain Planning Commission and Design Review Commission site plan approval following the granting of the SUP.
3. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue, incorporating the above listed conditions, is approved.

ADOPTED THIS 26th DAY OF AUGUST 2014.

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1318)

Meeting: 08/26/14 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 1318

Ordinance 14-07, An ordinance to delete water and sewer rates and tap fees from the codified ordinances.

WHEREAS, the City's water and sewer tap fees and usage rates are currently contained within the Codified Ordinances, and

WHEREAS, the City's water and sewer tap fees and usage rates are amended via the annual budget ordinances, and

WHEREAS, annual budget ordinances are not included in codification, therefore, water and sewer tap fees and usage rates cannot be updated within the codified volumes, these specified fees and rates should be removed from codification and be located and maintained solely within the City's annual fiscal year budget-adoption ordinance.

NOW THEREFORE BE IT HEREBY ORDAINED that the **Board of Mayor and Aldermen** remove the following sections from the **Codified Ordinances**:

18-106 Water Rates

Water rates - Residential

	South Basin		North Basin	
	City	Rural	City	Rural
First 2,000 gal	\$4.00	\$6.00	\$4.00	\$6.00
Next 8,000 gal per 1,000 gal	\$1.24	\$1.86	\$1.24	\$1.86
Over 10,000 gal per 1,000 gal	\$1.14	\$1.71	\$1.14	\$1.71

Water rates - Commercial

	South Basin		North Basin	
	City	Rural	City	Rural
First 2,000 gal	\$7.50	\$10.75	\$7.50	\$10.75
Next 8,000 gal, per 1,000 gal	\$1.45	\$2.17	\$1.45	\$2.17
Over 10,000 gal	\$1.32	\$1.99	\$1.32	\$1.99

per 1,000 gal				
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The above rates are for 3/4" meter. The following surcharges are added for meters above 3/4":

	South Basin		North Basin	
	City	Rural	City	Rural
1" meter	\$2.50	\$4.25	\$2.50	\$4.25
1 1/2" meter	\$5.00	\$7.50	\$5.00	\$7.50
2" meter	\$10.00	\$15.00	\$10.00	\$15.00

(Ord. #94-9, July 1994, as amended by Ord. #05-03, June 2005)

18-111. Water tap fee. The water tap fee for the City of Bartlett shall be one thousand five hundred dollars (\$1,500.00) per residential lot, connection or dwelling unit within the city service area. The water tap fee for commercial and industrial connections shall be two thousand three hundred dollars (\$2,300.00) per connection. (Ord. #96-07, July 1996)

18-202. Sewer tap fee. Except for Buckhead and Oliver Creek, whose sewer tap fee is two thousand dollars (\$2,000.00) per residential lot, the sewer tap fee for the City of Bartlett shall be one thousand five hundred dollars (\$1,500.00) per residential lot or dwelling unit for all residential service connections, including churches and schools per service connection, within the city service area. The service connection fee for commercial and industrial connections shall be one thousand seven hundred fifty dollars (\$1,750.00) per acre or twenty-five dollars (\$25.00) per front foot, plus cost of installation, whichever is greater. (Ord. #96-07, July 1996, modified)

18-203. Sewer rates.

	South Basin		North Basin	
Sewer rates -residential/mo.	City	Rural	City	Rural
First 2,000 gallons	\$4.27	\$6.27	\$4.27	\$6.27
Over 2,000 gal, per 1,000 gal	\$1.133	\$1.233	\$1.133	\$1.233
Maximum	\$22.00	\$27.60	\$22.00	\$1.233

	South Basin		North Basin	
Sewer rates -commercial/mo	City	Rural	City	Rural
First 2,000 gallons	\$10.27	\$15.27	\$10.27	\$15.27

Over 2,000 gal, per 1,000 gal	\$1.233	\$1.333	\$1.233	\$1.333
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(Ord. #05-01, March 2005)

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

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

First Reading: August 12, 2014

Second Reading: August 26, 2014

Third Reading: September 9, 2014

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

HISTORY:

08/12/14 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 08/26/14

Mr. Brown explained that the water and sewer tap fees and usage rates are currently included in the Codified Ordinances and the annual budget. For simplicity, these rates and fees will be removed from the Codified Ordinances and updated annually in the budget.

Mayor McDonald noted that neither the fees nor rates are changing just their location for record-keeping purposes.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next:
	9/9/2014 7:00 PM	
MOVER:	Bobby Simmons, Alderman	
SECONDER:	Emily Elliott, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young	

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for One Less Ministries 5K Race.

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



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

3755 NORTH GERMANTOWN ROAD
Address _____ Zip Code _____
1 NOV 2014 9:00 - 10:30
Dates of the Event _____ Hours of the Event _____
5K RUN WALK
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction) _____
FAITH BAPTIST CHURCH / CITY OF BARTLETT
Property Owner _____
FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN ROAD
Special Event Permit Applicant _____ Address of Applicant _____
901-386-4785 385-8983
Phone Number _____ Fax Number _____

Check all items that apply:

For information call (901) 385-6425.

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

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

WARREN KNAB 6 NOV 2014
Responsible Person _____ Date _____

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

APPROVAL _____

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

Attachment: FAITH BAPTIST CHURCH 5K RUN-WALK (2014) (1316 : Faith Baptist 5K Run/Walk)

Special Event Checklist

Event: SK RUN WALK
 Location: PARKING LOT FAITH BAPTIST CHURCH 6 STREETS
 Dates: 1 NOV 2014

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				<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	9:00 10:30 SAT 1 NOV
Type of Special Event	Duration														
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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	X		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	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	X			Description of the site on which the proposed event is to be held.	
33	X			Date of the proposed event.	
34		X		A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	X			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		X		Location and number of proposed temporary public toilets.	
37		X		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		X		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2014

8.1.a

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

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

PRODUCER Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002	CONTACT NAME: Ken Brady	
	PHONE (A/C, No, Ext): 901-867-7171	FAX (A/C, No): 901-867-8998
	E-MAIL ADDRESS: ken@callcig.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Co	
	INSURER B: Bridgefield Casualty Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PHPK1116307	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ COMP ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ COLL	X	PHPK1116307 Comprehensive and Collision deductibles are \$1,000	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy Dam \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 N/A	196-33868	01/01/2014	01/01/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Buildings and Contents Modular Houses 1 & 2		PHPK1116307	01/01/2014 14	01/01/2015 15	Both modular houses are located at 3470 W Briars Park Memphis TN

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

Run for One Less 5k Event on Saturday November 1 2014

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

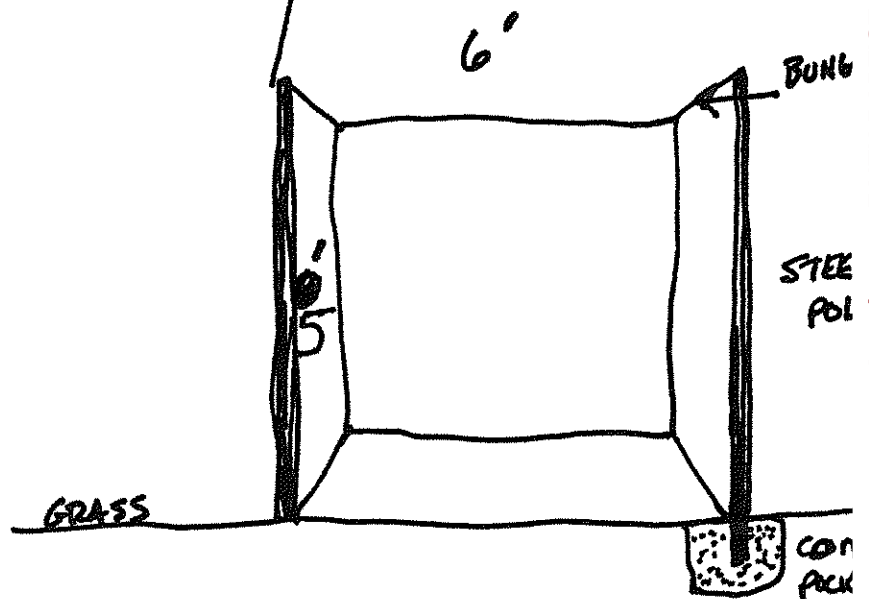
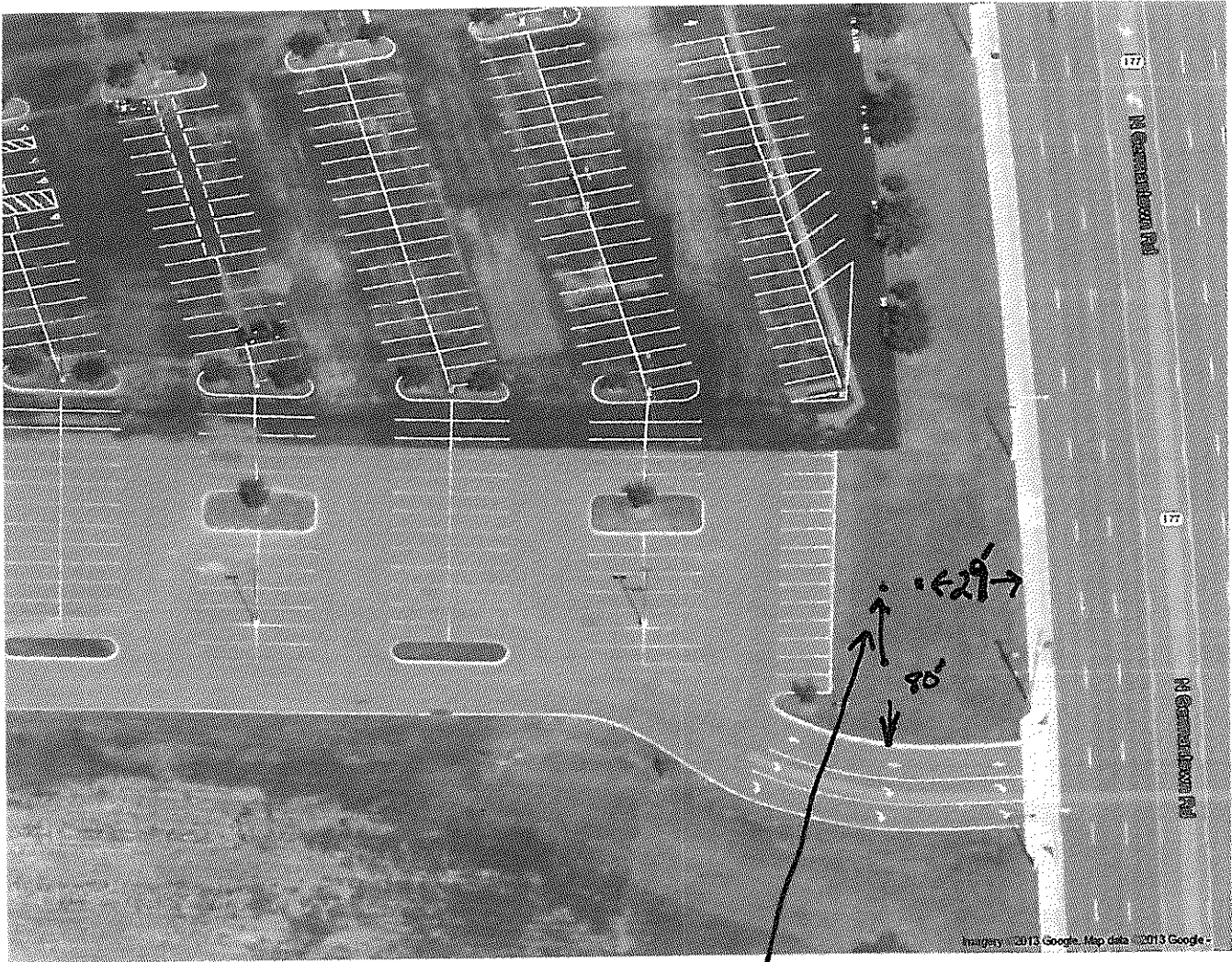
General Partner

Ken Brady

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

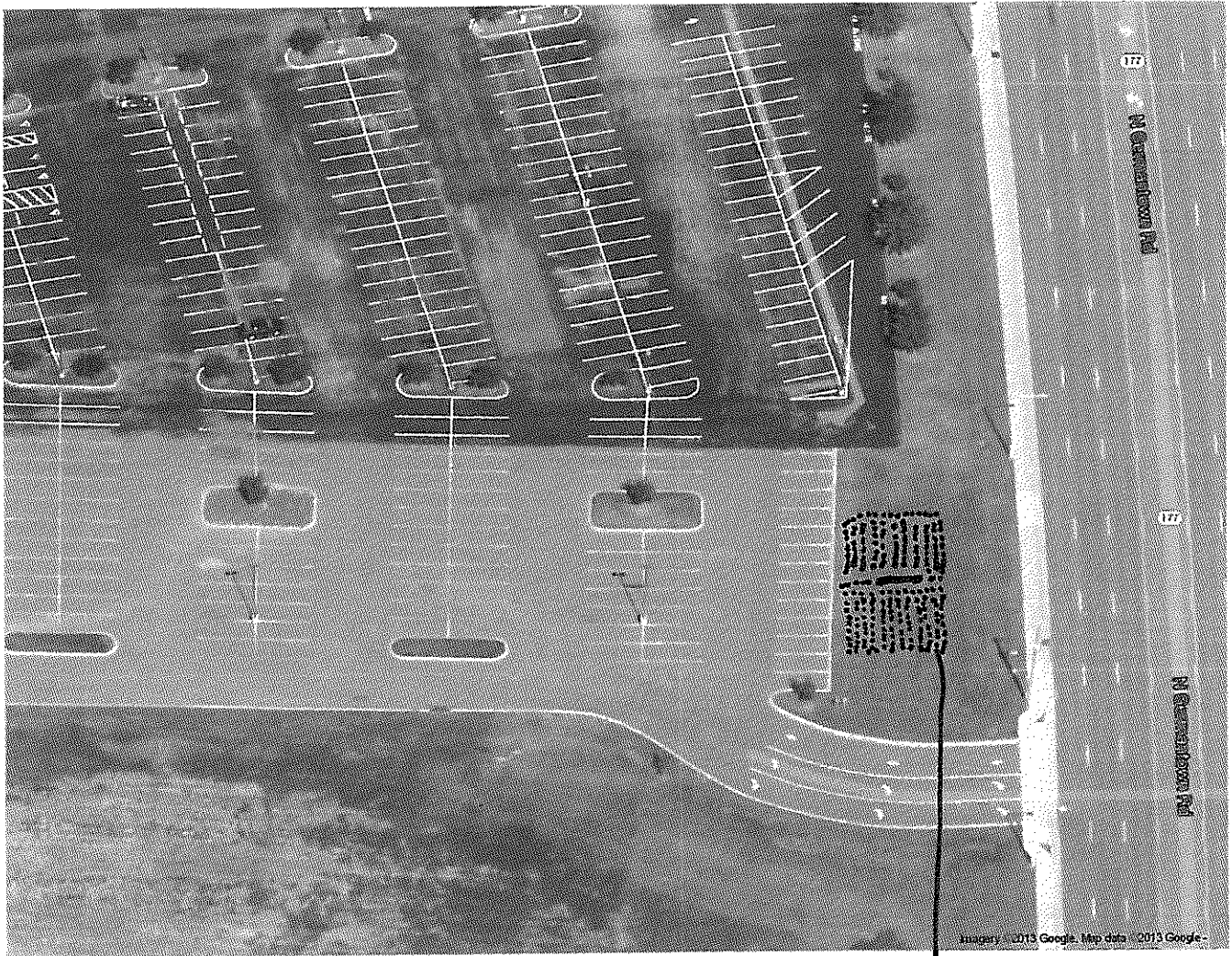
Google



Attachment: FAITH BAPTIST CHURCH 5K RUN-WALK (2014) (1316 : Faith Baptist 5K Run/Walk)

Google

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



PINWHEELS PLACED IN GROUND NORTH & SOUTH
OF SIGN.

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

Attachment: FAITH BAPTIST CHURCH 5K RUN-WALK (2014) (1316 : Faith Baptist 5K Run/Walk)

ONEless^{ministries}

Mission

One Less Ministries is a faith-based 501(c)(3) organization. Our mission is one less: one less orphan, one less victim of human trafficking, one less victim of sexual exploitation, and one less victim of poverty.

Vision

One Less Ministries believes that changing the world truly starts with one person. We are not asking one person to help millions; we're simply asking each one to help one.

ONEless = ONEmore

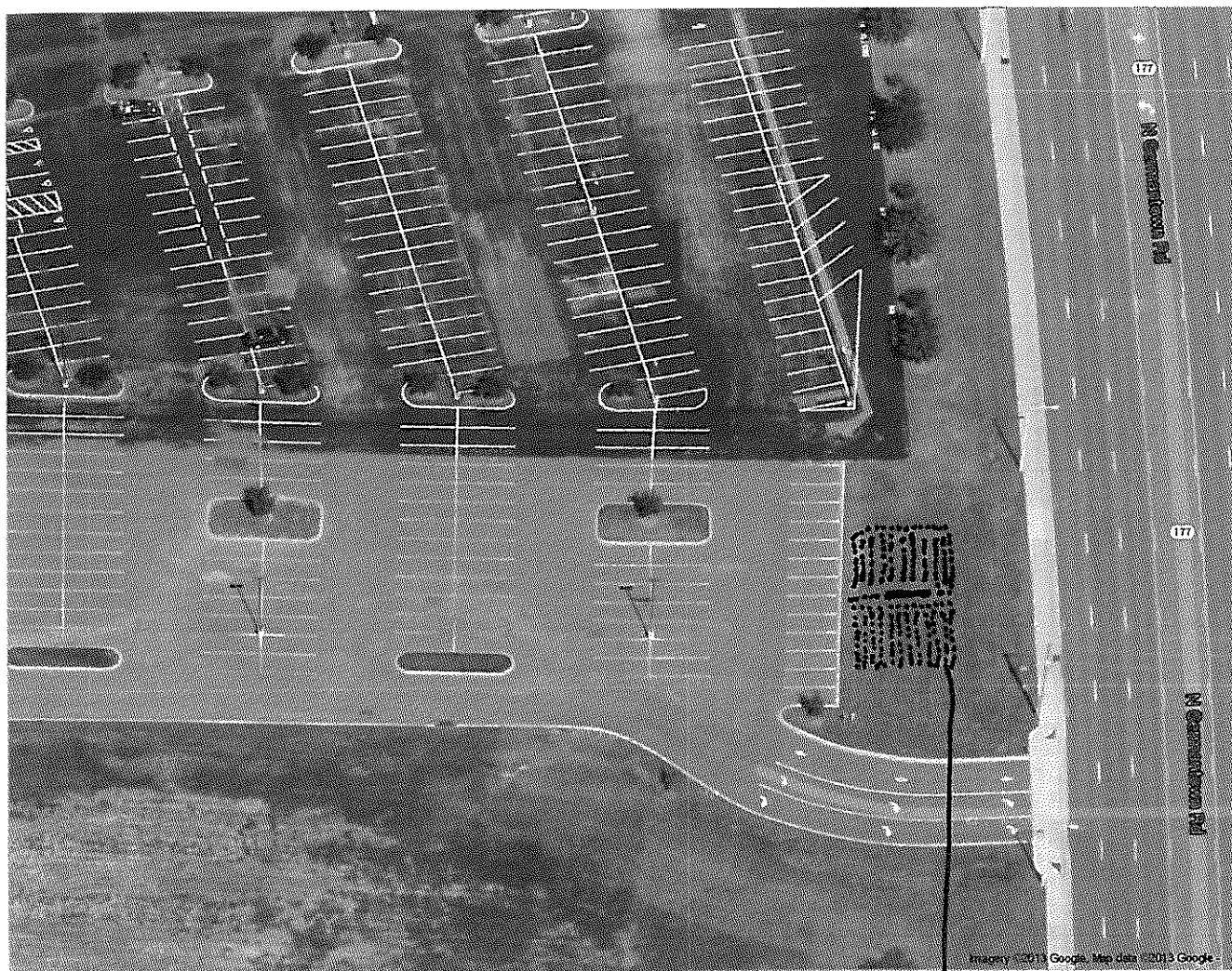
Everybody can help one person. One person helped means one more life changed. A life changed means a family changed. Families changed means generations changed. Generations changed means a world changed. Change starts with one.

We'd love to hear from you!

One Less Ministries
P.O. Box 754
Smyrna, TN 37167
info@onelessministries.org
www.onelessministries.org

Google

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



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Attachment: FAITH BAPTIST CHURCH 5K RUN-WALK (2014) (1316 : Faith Baptist 5K Run/Walk)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Hunters Walk Neighborhood Sale.

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



APPLICATION FOR SPECIAL EVENT

OFFICE OF
BARTLETT CODE ENFORCEMENT6382 STAGE ROAD
BARTLETT TN 38134

901-385-6425

Hunters Walk Subdivision
4812 Onita Dr.

38002

Address

Zip Code

Oct. 4, 2014

Dates of the Event

6 AM - 3 PM

Hours of the Event

Hunters Walk Neighborhood Sale

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

200+ Homes

Property Owner

David Carlisle

Special Event Permit Applicant

4812 Onita Dr

Address of Applicant

267-3008

Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

☒ \$60.00 Special Event Fee
☒ \$4.00 Permit Issuing Fee
\$64 Total

David Carlisle

Responsible Person

8/9/2014

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: Hunters Walk Neighborhood Sale
 Location: Hunters Walk Subdivision
 Dates: 10/4/2014
 Type of special event: (Check one.)

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

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

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

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.	<i>No streets closed</i>
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.	
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8			X	Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

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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.											

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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		✓		<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		✓		<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		✓	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	✓		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 - 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.	

Hunter's Walk Neighborhood Association

July 2014

CALENDAR OF EVENTS

NEIGHBORHOOD YARD SALE

PLACE: HUNTER'S WALK NEIGHBORHOOD
 TIME: 6AM-2PM
 DATE: SATURDAY, OCT. 4TH
 POC: DAVID CARLISLE, PH. 267-3008
 DESCRIPTION: ANNUAL NEIGHBORHOOD GARAGE SALE. CITY PERMIT AND ADVERTISING IN THE COMMERCIAL APPEAL PAID BY THE HUNTER'S WALK NEIGHBORHOOD ASSOCIATION.

Halloween Cookout and party

PLACE: HUNTER'S WALK NEIGHBORHOOD "COVE" AT THE CORNER OF REBECCA WOODS AND ONITA
 DATE: SUNDAY, OCT. 26TH
 TIME: 4PM-7PM; COSTUME JUDGING @5:30PM
 POC: BRIAN WENGER, PH. 380-4701
 DESCRIPTION: HAMBURGERS, HOTDOGS, AND DRINKS WILL BE PROVIDED TO ALL! BOUNCE 4 JOY, BALLOON MAN, COSTUME CONTEST, FACE PAINTING, FOOD AND FUN!

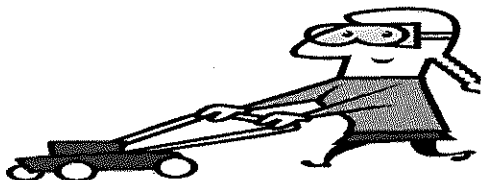
Yard of the Month Winners

May – Gene and Diana Drost, 8300 Thorne Ave.

June – Darnell and Kathryn Watkins, 8108 Hunters Meadow

July – Stephen and Pamela Parker, 4809 Snickers

Congratulations to these homeowners for taking obvious pride in maintaining their lawns and gardens!



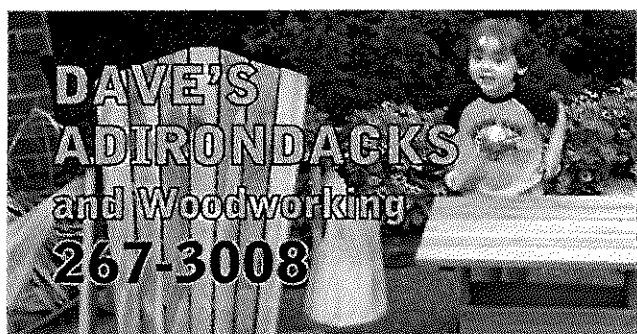
Annual Dues

We continue to collect dues for the current fiscal year. If you haven't paid the \$75 annual amount, please consider doing so. At the annual meeting in April, it was proposed and voted upon by association members to lower the dues to \$75 per household. In 2009, dues were \$120 and have steadily decreased since then. How many other things have come down in price over the same time-period?! This has been accomplished through controlling costs and an increase in the number of households that voluntarily pay this annual amount. For those who have paid current year dues, thank you very much. For those who have not, an envelope is attached to this newsletter for you to submit your payment to our treasurer Zac Muellenmeister.

As a reminder, dues are used to pay for mowing/landscaping at the entrances and along Germantown Road, maintain the area around the cemetery, Yard of the Month/Holiday lighting contest, permit plus advertising for the annual neighborhood yard sale and the Halloween party. Thank you!

City of Bartlett Citizen Services

The city of Bartlett website for citizen services provides residents of Bartlett with information and support for citizen requests. Check it out at <http://www.cityofbartlett.org/16/Citizen-Services>. The website provides a way for all of us to help keep Bartlett a beautiful place to live, work and raise our families. Please visit the web-site to learn more about the operations of our city government. Answers to common questions may be found under the FAQs (Frequently Asked Questions) for each of the city's department.



Foreign Domestic

Burch's Automotive, Inc.
Over 30 Years Experience

8223 Hwy 70
Arlington, TN 38002
901-385-1486

Barry Burch
Diane Burch
Owner

RELAX.

Go PLAY...

We'll Cover the
YARD work.

MARTIN LAWN CARE
Complete Lawn Management
901-634-2062

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MIDSOUTH SOLUTIONS

901.373.8597

Hunter's Walk on Facebook!

Check us out at:

<https://www.facebook.com/#!/groups/hunterswalk?ap=1>.

To email the page use:

hunterswalk@groups.facebook.com.

We have over 70 members of the Facebook page where information on the neighborhood is shared. Join today to keep up with neighborhood news and events that affect us.

Email addresses

Another way to stay up with neighborhood information is to provide me with your email address. I will not divulge your email address to any others so your confidentiality will be respected!

Brian

Hunter's Walk Neighborhood Association Executive Committee

President – Brian Wenger

blw0@aol.com; 380-4701

Vice-president – Dave Carlisle

dctrek47@yahoo.com; 267-3008

Secretary – Rob Long

rlong@fogelman-properties.com; 218-6735

Treasurer – Zac Muellenmeister

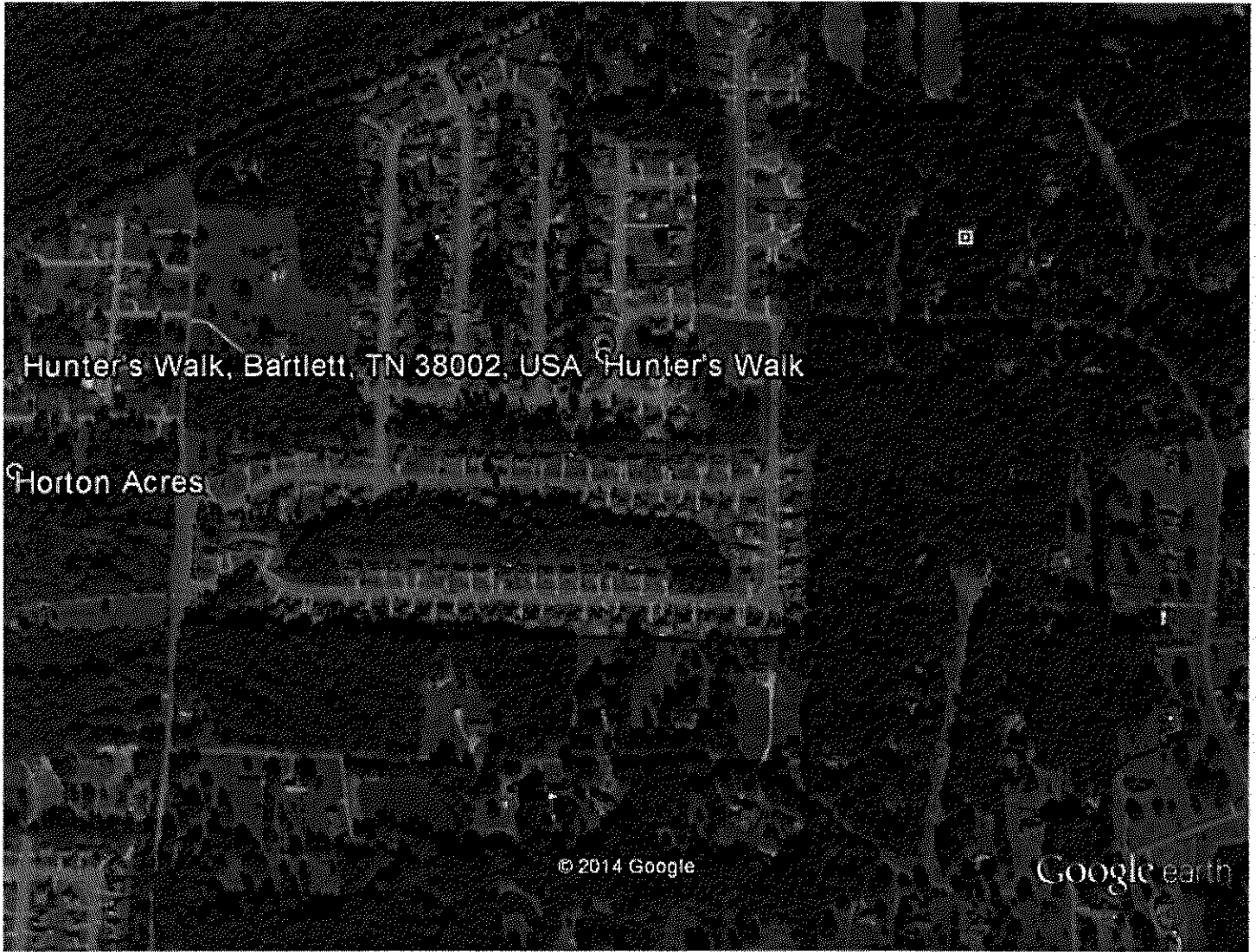
zacm1@msn.com; 373-1686

Homeowner Tips

Prune evergreen shrubs, such as juniper and yew, in late March or early April before new growth begins. Light pruning may also be done in late June or early July. Avoid pruning **evergreen shrubs** in the fall. Fall pruned evergreens are more susceptible to winter injury.

Water leaking from your toilet tank will not only cost you money when it comes to your utility bill, but it can also cause water damage to your bathroom floor and premature wear of your toilet's internal workings. To find out whether your toilet tank is leaking, add some red food coloring to the water in the tank. Come back in about an hour and see if the water in the bowl is pink. If it is, you have a leak.

Clean your gutters at least once per year by physically removing debris from the channels and rinsing them thoroughly by using a garden hose. Avoid installing gutter guards – not only do these not adequately prevent debris from entering your gutters, they also make it extremely difficult (if not impossible) to properly clean your gutter system.



Attachment: HUNTERS WALK SUBDIVISION YARD SALE (2014) (1321 : Hunters Walk Neighborhood Sale)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for St. Ann Bartlett Block Party.

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



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

6529 Stage Road 38134
 Address Zip Code
Sept 12 & 13, 2014 FR 5-10p SAT 11-10p
 Dates of the Event Hours of the Event
Block Party - Public Attraction
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
St Ann Catholic Church
 Property Owner
Susan Hunt 6529 Stage Rd
 Special Event Permit Applicant Address of Applicant
901-373-6011 901-373-9030
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☒ Letter of Permission
☒ Insurance *Waiting on Certificate - will forward upon arrival*
☒ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☒ Sign or Banner

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

Susan Hunt 08-11-14
 Responsible Person Date

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

APPROVAL

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

Attachment: ST ANN BARTLETT BLOCK PARTY (2014) (1323 : St Ann Bartlett Block Party)

Special Event Checklist

Event: St Ann Bartlett Block Party
 Location: St Ann Catholic Church
 Dates: Sept 12 & 13, 2014

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

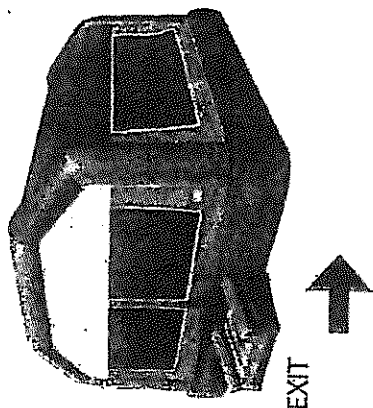
Special event permit - authorization by Permitting Official

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

Procedures for evacuation!

Each blower tube has an automatic air flap that reduces the loss of air if the blower system goes off, however, all participants should be directed off the inflatable as shown by the arrow(s) below. In the event of a power outage or in an emergency take down, the participants should be directed to exit the inflatable that they are on. Participants inside the bouncer should move to the front door and exit the unit ASAP!



READ & FOLLOW ALL WARNING LABELS!

A Warning Label is placed on every inflatable that eInflatables produces.

INSTRUCT
ALL PARTICIPANTS
TO ALWAYS FOLLOW
SAFETY PROCEDURES!

WARNING!
ONLY PARTICIPANTS OF
COMPATIBLE SIZE SHOULD
PLAY IN UNIT AT THE
SAME TIME!



www.einflatables.com • email: info@einflatables.com

4/22/08 - 1

CAUTION:

ALL PERSONS PLAY AT THEIR OWN RISK!

DO NOT PLAY ON THE INFLATABLE IF YOU ARE DRUNK OR HIGH!

DO NOT PLAY ON THE INFLATABLE IF YOU ARE WEARING SHOES OR HARD SOLED SHOES!

DO NOT PLAY ON THE INFLATABLE IF YOU ARE WEARING JEWELRY OR HARD TOE SHOES!

DO NOT PLAY ON THE INFLATABLE IF YOU ARE WEARING A HAT OR A HEADBAND!

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SAFETY RULES

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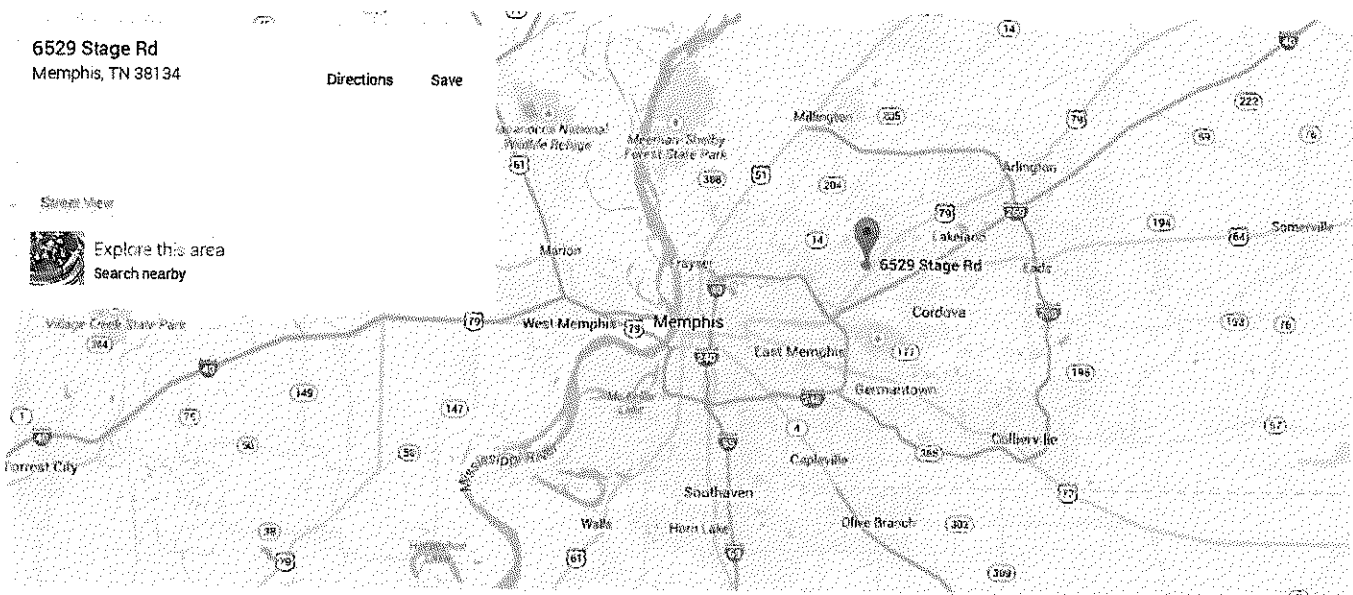
DO NOT PLAY ON THE INFLATABLE IF YOU ARE WEARING A HAT OR A HEADBAND!

**TRAINED OPERATOR
MUST BE ON DUTY
AT ALL TIMES!**

WARNING: A NOTICE TO OUR COMPETITORS

COPYRIGHTS AND TRADEMARKS:

All product designs, product names, logos, trademarks, service marks, trade dress, installation and up Manual, Supplemental Manuals and related material (whether or not registered with the United States Patent & Trademark Office) are proprietary to eInflatables and the sole property of eInflatables. Use of eInflatables product designs, product names, logos, trademarks, service marks, trade dress, or related material without the express written permission of eInflatables is strictly prohibited, except with the express written permission of eInflatables. All product designs, literature, photographs and related material (whether or not registered with the Copyright Office at the United States Library of Congress) protected by the copyright laws of the United States and International by the Berne Convention, and remain sole property of eInflatables. Copying, adaptation, or other use of eInflatables copyrighted works without the express written permission of eInflatables is strictly prohibited.



Attachment: ST ANN BARTLETT BLOCK PARTY (2014) (1323 : St Ann Bartlett Block Party)

Online Edit 2014 BP banner

Order Today, and we'll ship by: Wed 08/13/2014* Ground delivery estimated by: Fri 08/15/2014 (Expedited delivery options available during check out)



* Larger quantity orders may require additional production time

Attachment: ST ANN BARTLETT BLOCK PARTY (2014) (1323 : St Ann Bartlett Block Party)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Memphis Euro Fest Car Show.

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



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



Address 7410 Memphis Arlington Rd. Zip Code 38135
 Dates of the Event Sept 26-27-2014 Hours of the Event 8:00 AM - 4:00 PM
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Car Show
 Property Owner Youth Villages
 Special Event Permit Applicant Jim Hofer Address of Applicant 496 Melody Ln. (38120)
 Phone Number 901-487-4645 Fax Number 901-789-2628

Check all items that apply:

For information call (901) 385-6425.

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

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

Jim Hofer
 Responsible Person

8/4/14
 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: Car Show
Location: 7410 Memphis Arlington RD
Dates: Sept: 26-27

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.	

[Faint, illegible text from the reverse side of the page is visible through the paper.]

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. Sept. 26 th - 27 th	
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.	

Certificate of Flame Resistance

Registered No
F-306.01

Mahaffey Fabric Structures
5094 East Shelby Drive
Memphis, TN 38118
800-245-8368

Manufactured Date
November 2004

This is to certify that the materials described below have been flame retardant treated (or are inherently nonflammable).

For: YOUTH VILLAGES
City: BARTLETT

Address 1: 7410 MEMPHIS ARLINGTON ROAD
State, Zip: TN, 38135

Certification is hereby made that (Check "a" or "b")

(a) The articles described below have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of Chemical:
Method of Application:

Chem. Registered No.:

(b) The articles described below are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use, and are equal to or exceed NFPA 701, CPAT 84, UL C 109.

The flame retardant process used will not be removed by washing.

MERIDIAN SHOWTIME II

Name of Applicant or Flame Resistant Finish

Signed:

Manufacturing Department - Mahaffey Fabric Structures

Description: Block out Meridian Showtime II S-63 Fabric for (1) 20' x 20'; (1) 20' x 40' freestanding frame tents
Serial Numbers: 121302E, 121402E

September 26th & 27th, 2014

Memphis Euro-Fest

In support of Youth Villages

50 Years of British Racing 1964-2014

Saturday September 27, 2014
7410 Memphis-Arlington Road
8:00am to 3:00 pm

GOSSETT
MOTOR CARS
Sales of Quality Inventory, Family Owned & Operated

Mercedes-Benz
of Collierville

Hosted by the British Sports Car Club, LTD., Memphis, TN www.memphisbritishcars.org/eurofest

SCHEDULE OF EVENTS

- Thursday , September 25thh, 2013
6:00 - 9:00 PM: Early registration at the Hampton Inn
- Friday, September 26th, 2013
6:00 - 10:00 PM: Early Registration under the stars in the Main Tent at Youth Villages Bartlett Campus
- Saturday, September 27th, 2013
8:00 - 10:00 AM: Registration at Youth Villages Bartlett Campus
10:00 AM - 2:00 PM: Car Show is open to the public...and judging is in process
3:00 PM: Awards presentation

2014 MEMPHIS EURO FEST REGISTRATION



EARLY REGISTRATION IS APPRECIATED!

(No registration will be accepted after 10:00 AM on September 27th)

Please complete this form and send it, along with a check or money order (in U.S. funds) payable to The British Sports Car Club at this address:
The British Sports Car Club of Memphis
P.O. Box 38134
Germantown, TN 38183-0134

Name: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
Email address: _____
Club Affiliation: _____

	Year	Make	Model	Series (coupe/roadster)	Color	Check the box below if you wish to be in the "Original Open" Class
One:	_____	_____	_____	_____	_____	☐
Two:	_____	_____	_____	_____	_____	☐
Three:	_____	_____	_____	_____	_____	☐

REGISTRATION FEES			
Registration fee: First Car \$35.00 (Motorcycle \$15.00)		\$35.00	\$
Additional fee: Each subsequent car or motorcycle		\$10.00	\$
TOTAL			\$

Please staple check or money order to this form...payable to "British Sports Car Club"
Proceeds from the event will be donated to Youth Villages

Car number and class will be assigned at the show:

WAIVER

I am aware of the hazards inherent with motor vehicle events and specifically release and do indemnify the organizers, supporting sponsors, Youth Villages and the various participating car clubs collectively and separately, from any and all liability from personal injury or property damage incurred by me or my guests while participating in the 2014 Memphis Euro Auto Fest.

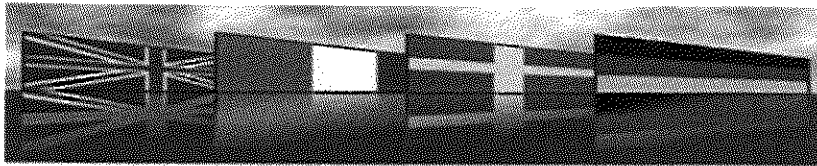
I understand that the organizers of Memphis Euro Auto Fest reserve the right to revoke my registration and retain my registration fee should I engage in reckless, dangerous and/or unsafe behavior.

I have read, understand, and agree to this release.

Signature _____ Date _____

Your signature on the above line will be required before your registration can be processed.

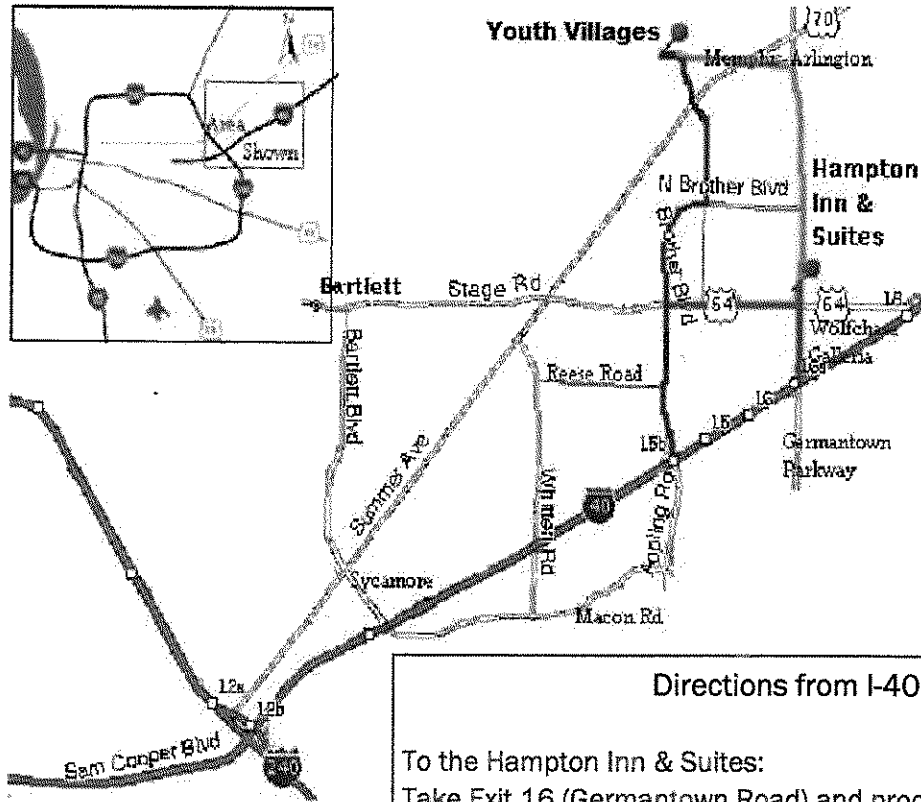
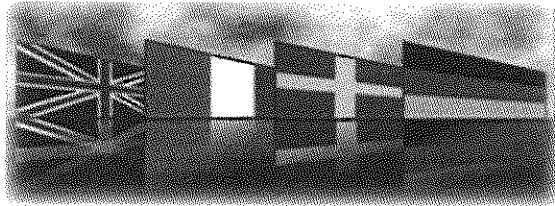
Car#	Class



EuroFest classes for 2014

Each class will have a 1st and 2nd place, except for motorcycles.

Class	Class Description
A1	MG T-Series (TC, TD, TF)
A2	MGA Roadster and Coupe
B	MGB Chrome bumper Mk 1,2, 1962- 1974
C	MGB Rubber bumper, 1974 1/2 to 1980
D	Austin Healey 100, 3000
E	AH Sprite, Midget, Spitfire
F	Triumph TR2- TR8, sedans
G1	Jaguar pre 1980: SS100, XK120, 140, 150
G2	Jaguar pre 1980: XKE
H	Jaguar 1980+ XJS, XJ6 XK8
I	Morgan, Daimler, MGC, Lotus, Jensen, Sunbeam, DeLorean
J	British Saloons & SUVs: RR, Bentley, Rover, Austin, Jaguar, Daimler
K	Small British Sedans & Convertibles: Austin, Morris, Nash Metro, Mini Cooper Vintage
L	Mercedes Pre 1980
M	Mercedes 1980+
N	Porsche- Non 911: Spyder, 356, 912, 914, 920, 944, Boxster, Cayman
O	Porsche 911: 1963 to 1983, narrow body
P	Porsche 911: 1984 to 1998
Q	Porsche 911: 1999+
R	German other: BMW, Audi, VW, Opel, Solstice, Sky
S	Italian/ French Sports Cars- Fiat, Alpha, Ferrari, Lamborghini, Maserati, Citroen
T	Other Sports Cars: Volvo, Saab, Miata, Corvette, Datsun, Nissan
U	Euro motorcycles
V	Non Vintage Euro- 1988+ new Minis
W	Modified Sports Cars (Non stock, all years)
X	Preservation (Original, Unrestored)
	People's Choice - Best of Show



Directions from I-40

To the Hampton Inn & Suites:

Take Exit 16 (Germantown Road) and proceed north. The 3rd traffic light is Highway 64. After you pass Highway 64, the Hampton Inn & Suites will be on your left.

To Youth Villages Bartlett Campus:

Take Exit 15 (Appling Road) and proceed north. The 2nd traffic light is Highway 64. After passing Highway 64, the name of the street changes to Brother Blvd. After a sweeping right-hand curve, you'll come to a traffic light. Turn left here, and you'll be back on Appling Road. Follow Appling across Highway 70 until it ends at Memphis-Arlington Road. Turn left, and Youth Villages Bartlett Campus will be immediately on your right.

To return to the hotel, go east on Memphis-Arlington, past Hwy 70, then right on Germantown Road



August 18, 2014

Memphis British Sports Car Club, LTD
Jim Hofer, Co-Director

Dear Jim,

Youth Villages is very pleased to have the Memphis Euro Fest back on our Bartlett Campus grounds for September 26th and September 27th. We're looking forward to seeing all the unique cars this special event brings to Bartlett and to Youth Villages.

This letter is a statement of permission to use the Youth Villages Bartlett Campus located at 7410 Memphis-Arlington Road, Bartlett, TN 38135 as the location for the Memphis Euro Fest.

Thank you once again for all the great work you do for the children and families here at Youth Villages.

Sincerely,

Jennifer Judge
Community Relations Manager
Youth Villages



CERTIFICATE OF LIABILITY INSURANCE

YOUTVIL-01

CLPA

DATE (mm/dd/yyyy)

09/2014

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

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

PRODUCER Ketchum Wilson Inc Group, LLC 8700 Third Lake Drive West Suite 300 Memphis, TN 38125	(901) 348-8808	CONTACT NAME Patsy Clark - Senior Client Executive PHONE (901) 395-0903 FAX (901) 348-8200 EMAIL pclark@kwilson.com
INSURED Youth Villages, Inc. 3820 Brother Blvd Memphis, TN 38133		INSURANCE AFFORDING COVERAGE Philadelphia Insurance Company INSURED: Signal Life Insurance Company of NA INSURANCE INSURANCE INSURANCE

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

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

LINE	TYPE OF INSURANCE	ADDITIONAL COVERAGE	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: ☐ POLICY ☐ RET. ☒ LOC		PHPK1193899	8/30/2014	8/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/CP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRE/AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per occurrence) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? ☐ YES ☒ NO (If YES, describe under DESCRIPTION OF OPERATIONS below)	☐ V/I/N ☒ N/A				EL EACH ACCIDENT \$ EL DISEASE - EX EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B	Accidents & Health		ANHO2805	8/11/2013	8/11/2014	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Memphis Eurofest @ 7410 Memphis Arlington, 38133 on September 27, 2014. Certificate holder is added as additional insured, ATIMA

CERTIFICATE HOLDER City of Bartlett Attn: Debbie Morrison 6400 Stage Rd Bartlett, TN 38134-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia P. Crowe
--	---

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Ellendale Elementary 5K Fun Run.

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



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

6950 Dawnhill Rd 38135
Address Zip Code

10/18/14 12-4 PM
Dates of the Event Hours of the Event

5K/Fun Run Fundraiser
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Ellendale Elementary PTA 6950 Dawnhill Rd
Special Event Permit Applicant Address of Applicant

901-373-2636 901-373-1395
Phone Number Fax Number

901-412-5913 (Afanie Daniel)
PTA President

Check all items that apply: For information call (901) 385-6425.

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

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

No Fee Total

Afanie Daniel 8/19/14
Responsible Person Date

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

APPROVAL

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

Attachment: ELLENDALE ELEMENTARY 5K FUN RUN (2014) (1329 : Ellendale Elementary 5K Fun Run)

Special Event Checklist

Event: Ellendale Elementary 5K / Fun Run
 Location: Ellendale Elementary grounds, Ellendale Park, Streets around School
 Dates: 10/18/14

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		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.	map
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.	Port-a-Potties on school grounds
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.	Parking in School Parking lot + Street
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.	Bartlett Police will be helping with traffic control
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		X	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.	Bartlett Police on site
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	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	Bartlett City School
31		X		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	PTA
32		X		Description of the site on which the proposed event is to be held.	
33	X			Date of the proposed event.	
34		X		A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35		X		A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		X		Location and number of proposed temporary public toilets.	
37		X		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	Bottled Water
38		X		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	X		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40	X		The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	X		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	X		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44		X	c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45		X	d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

ELLENDALE ELEMENTARY SCHOOL
6950 Dawn Hill Road
Bartlett, Tennessee 38135

BessAnne McKnight, Ed. D.
Principal

Phone (901) 373-2636
Fax (901) 373-1395

August 19, 2014

To Whom It May Concern:

The Ellendale Elementary PTA has my permission to host 5K/Fun Run festivities at the school on Saturday, October 18, 2014. The purpose of this event is to raise funds to purchase computers for our school.

Sincerely,

BessAnne McKnight, Ed. D.



MEMBER CERTIFICATE OF INSURANCE

8/19/14

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: TN10673

NAMED INSURED MEMBER:

Ellendale PTA
Attn: Brittany Garrett or Current Officer
6950 Dawnhill Rd
Bartlett, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 742946
Dallas TX, 75374-2946

PRODUCER NAME

AIM Association Insurance
Management, Inc.
PO Box 742946
Dallas TX, 75374-2946

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Homeland Ins Co of New York / BW72446 Commercial General Liability		11/9/13 - 11/9/14	NONE	Each Occurrence	\$2,000,000
				General Aggregate	\$2,000,000
				Products - COMP/OPS Aggregate	\$2,000,000
				Personal & Advertising Injury	\$2,000,000
				Fire Damage (any one fire)	\$50,000
Homeland Ins Co of New York / BW72446 Medical (Accident Medical)		11/9/13 - 11/9/14	NONE	Any One Person	\$10,000
				Aggregate	\$10,000
Homeland Ins Co of New York / BV54438 Comm'l Crime & Fidelity (Bond)		11/9/13 - 11/9/14	\$ 250	Each Occurrence	\$10,000
Homeland Ins Co of New York / BX54527 Non-profit Prof Liability (Officers Liability)*		11/9/13 - 11/9/14	\$ 1,500	Aggregate	\$1,000,000
				*Annual Aggregate applies to all member certificate holders combined.	\$20,000,000

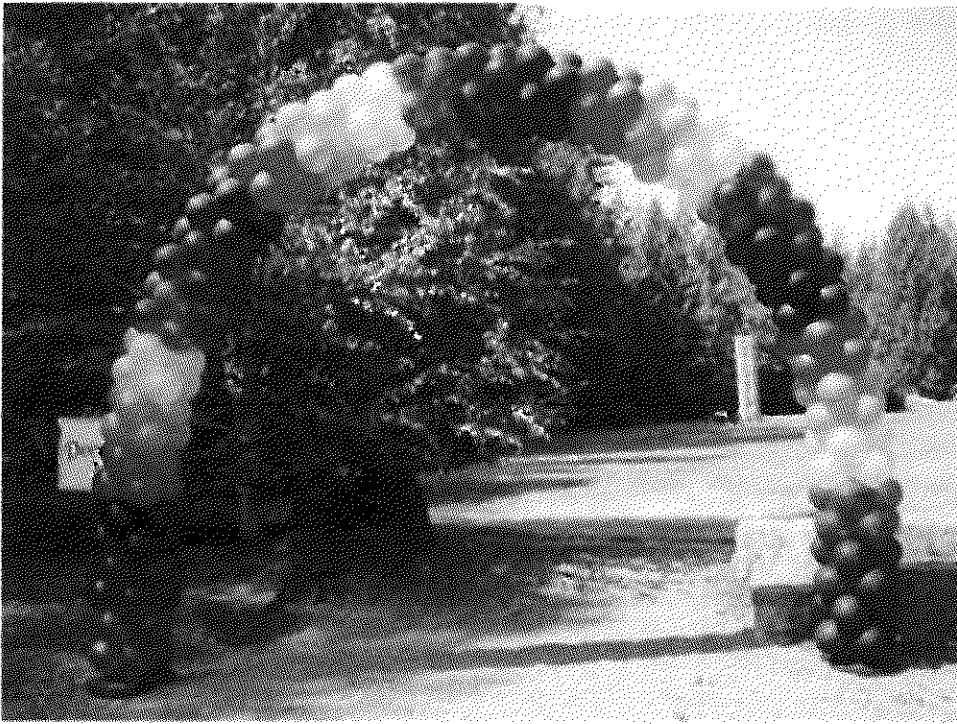
Retro-active Effective Date: 11/9/11

Certificate Holder:

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

Attachment: ELLENDALE ELEMENTARY 5K FUN RUN (2014) (1329 : Ellendale Elementary 5K Fun Run)



----- Original message -----

From: David Cupp
Date:08/15/2014 2:32 PM (GMT-06:00)
To: 'Brittany Garrett'
Subject: RE: Map

Well good that was easy. So take that to the print shop then you are set. If you guys need anything else from me let me know.

Captain David G. Cupp, CFS
Bartlett Police Department
Traffic Division
3730 Appling Road
Bartlett, Tennessee 38133
901-385-5529 x324
dcupp@bartlettpolice.org

From: Brittany Garrett [mailto:mattnbritt@att.net] **Sent:** Friday, August 15, 2014 2:29 PM
To: David Cupp
Subject: RE: Map

Yes, sir. That's perfect!

Thanks,
Brittany Garrett

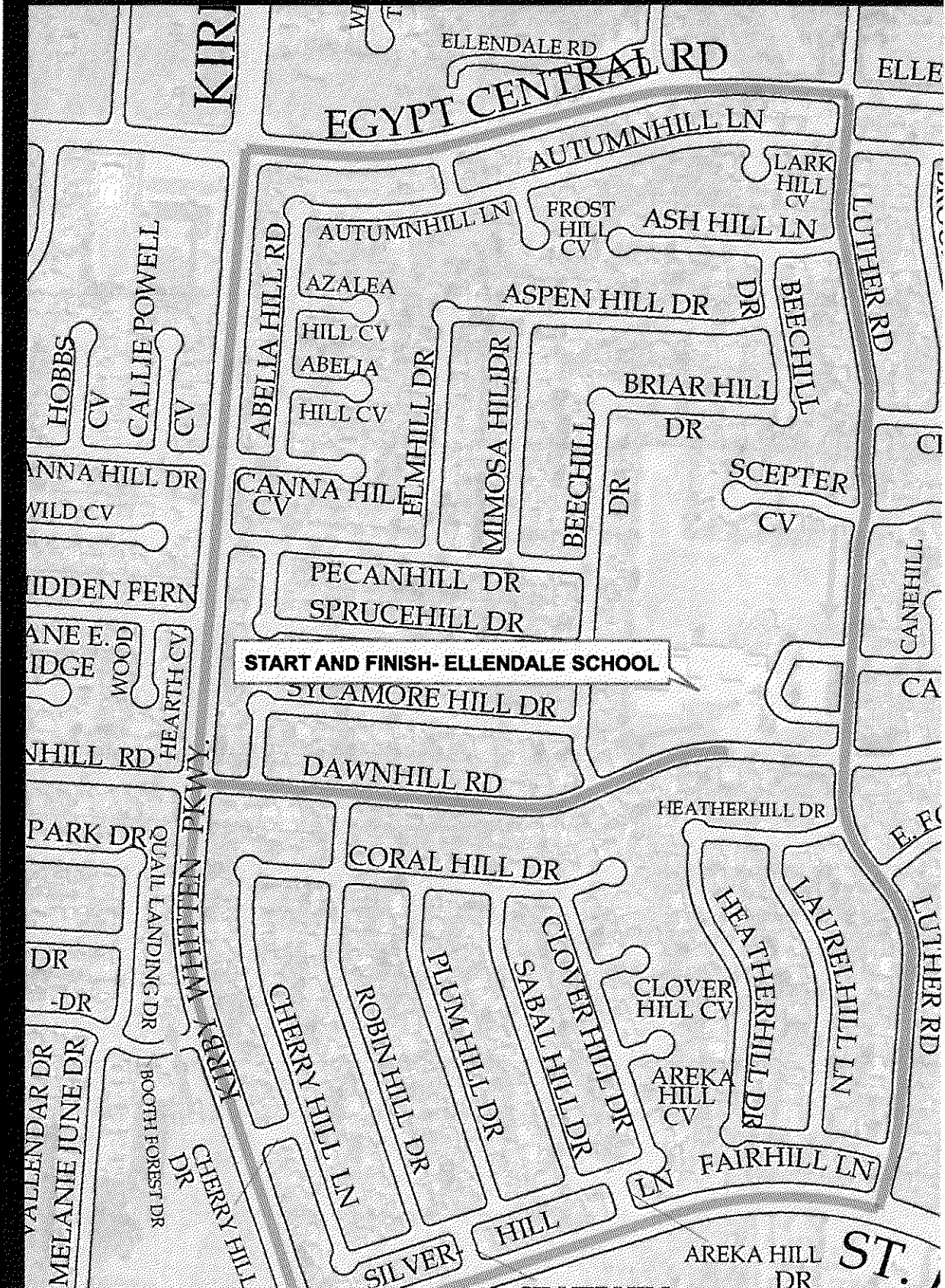
----- Original message -----

From: David Cupp
Date:08/15/2014 2:14 PM (GMT-06:00)
To: "'mattnbritt@att.net'"
Subject: Map

See if you like this map for your run.

Captain David G. Cupp, CFS
Bartlett Police Department
Traffic Division
3730 Appling Road
Bartlett, Tennessee 38133
901-385-5529 x324
dcupp@bartlettpolice.org

Ellendale 5K Run



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special seasonal event permit for Big Jim's Christmas Trees and Pumpkins.

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



Special Event Checklist

Event: Christmas Tree / Pumpkin Seasonal Sales
 Location: 6777 Stage Rd
 Dates: 9/20/14 - 12/20/14
 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		✓		<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district , except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2		✓		For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3		✓		Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- 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	Sept 20/14 thru Dec 20/14 9 AM / 8 PM
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.	



Snooman for
Children to
enjoy only
during Christmas
Tree Season like
we do every
year..

3' X 15' Banner *

Pumpkins

Christmas Trees

* Same as we
use every year
for appropriate
event

tentnology®

Tentnology® Co.
15427-86th Avenue
Surrey, British Columbia
Canada V3S 2A1

Tel: 604 597-8368
Fax: 604 597-8749
Toll Free (Canada & USA)
1-800-883-8858
Web Site: www.tentnology.com
Email: tent@tentnology.com

TO WHOM IT MAY CONCERN

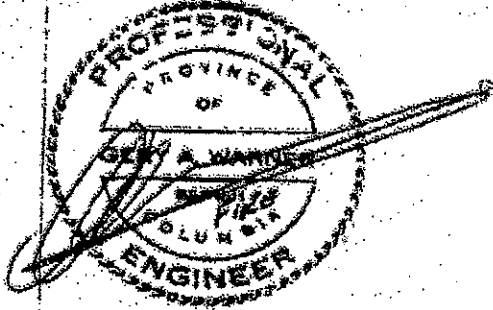
FLAME RETARDANCY

This is to certify that the fabric used to manufacture Tentnology® Marquee, Saddle Span, Mega 4x4 and Max Headroom tents and fabric structures satisfies the following specifications for flame retardancy:

ULC S109 M 1987
NFPA 701 Large Scale Test
State of California Fire Marshall
Underwriters Laboratory - Method 214
National Coal Board Specification 245/1961 for flame retardancy

Tentnology® tents with Tentnology original manufactured parts display the flame certificate on the label for the first two of these - S109 & NFPA 701.

Yours truly,
TENTNOLOGY CO.



T:\Form\07\Win_Admin\Legal\Flame Certificate
Doc 27004 - Rev 1.1

ENR 1 24 77

CERTIFICATE OF CONFORMANCE

This is to certify that 533 Yards
 Of material Aeron 27 PP Black
 Shipped to Scherba Industries
 On Customer Order No. B617 Conforms to the chemical
 Analysis and physical properties of specification PAB 25.851 PAR B
 LOT # 95-607 NET DATE: 7/9/98

Test Reports on file at Flexform Products, El Monte, California subject to examination at any time.

Date: 7/9/98 Signed: Juan Estrada JUAN ESTRADA/TECHNICAL DIRECTOR

Specimen used submitted before me this _____ day of _____ 19____

NOTARY PUBLIC

Boyd & Sons Real Estate & Investment, Inc.

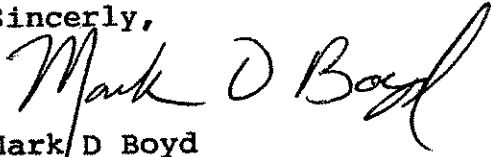
8487 Pleasant Ridge Road
Arlington, TN 38002
829-3289

Bartlett Code Enforcement

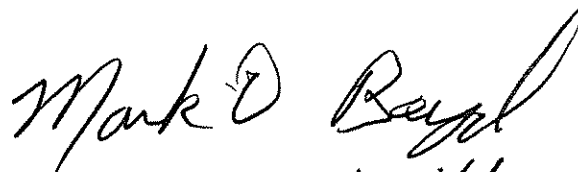
With Your Approval, I give Jimmy Wade permission to sell Pumpkins & Christmas Trees at the Stage Rd Plaza Shopping Center at 6743 Stage Rd. Bartlett, Tenn. 38134.

I appreciate your corporation. Thank You.

Sincerely,



Mark D Boyd


7-24-14



CERTIFICATE OF LIABILITY INSURANCE

WADEJA1

OP ID: PS1

DATE (MM/DD/YYYY)

08/18/2014

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

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

PRODUCER McDonald Insurance Partners 5820 Stage Rd Bartlett, TN 38134 Brooks McDonald		CONTACT NAME: Brooks McDonald PHONE (A/C, No, Ext): 901-385-1234 FAX (A/C, No): 901-385-2418 E-MAIL ADDRESS:	
INSURED James R. Wade, Jr. DBA Big Jim's Christmas Tree 698 Royer Court Atlanta, GA 30342		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:		NAIC # 11111	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		ACPGLGO5625249835	09/21/2013	09/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					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 \$

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF BARTLETT CODE ENFORCEMENT 6382 STAGE ROAD BARTLETT, TN 38134	CITY OF BARTLETT CODE ENFORCEMENT 6382 STAGE ROAD BARTLETT, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brooks McDonald <i>Paula Sifer</i> 901-385-1234
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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/26/14 07:00 PM
Department: Parks and Recreation
Category: Proposal
Prepared By: Susan Bingel
Department Head: David Thompson

Softball Tournament requests for 2014.

August 30: Appling - W. Tennessee WSL State Tournament Softball - Shane Boozer
September 6: Appling - Monster Softball - Rob Rabun
September 12-14: Deermont - USAA-Baseball -David Cox
October 24-26: Deermont - USAA-Baseball - David Cox
October 31-November 2: Deermont - Germantown Baseball Booster Club - Halloween Havoc
USAA-Baseball - Paul Cantazaro

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 08/26/14 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

AGENDA ITEM

Renewal of Computer-Assisted Dispatch maintenance agreements.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young



5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
Main: 800-882-2108
Fax: 910-602-6190

Invoice	IVC4003563
Date	6/20/2014
Page	1
Date Due	6/27/2014
User	rawyh

8.8.a

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Captain Chris Page
Email: cpage@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
2014.2015	TN078	6/27/2014	6/26/2015	6/27/2014	29,39
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VMECAD002	CAD 24x7 Software Support #12096005 - Connection Manager Software Lic 5, License (call taker,dispatch,sup)5, Paging Link Software Lic 5, Server Software Lic 50-150kPOP1, GeoRelay Software Lic 5	\$13,602.77	\$13,602.77	
1	V-VMECAD002	CAD 24x7 Software Support #12096005 - CAD Zetron Model 26 5 - prorated 10.1.14 - 06.26.15 269 days	\$4,001.92	\$4,001.92	
1	V-VPSCAD002	CAD Server Software License 50 - 150 K Pop #12096005 - CAD Server access license 24x7	\$1,320.00	\$1,320.00	
1	V-VMEJAL001	Jail 8x5 Software Support #12096005 - Server Software, Workstation SW Lic 2 - prelive - 1st renewal \$3,985	\$0.00	\$0.00	
1	V-VMEMBL002	Mobile 24x7 Software Support #12096005 - Mobile Server	\$5,910.56	\$5,910.56	
1	V-VMERMS001	RMS 8x5 Software Support #12096005 - Mobile Server, RMS Evidence + Bar Code, RMS traffice Accidents, RMS workstation Lic 15 - prorated - 10.9.14 - 6.26.15 261 days	\$6,473.69	\$6,473.69	
1	V-VMERMS001	RMS 8x5 Software Support #1296005 - RMS Handheld client 8x5 - prorated 10.9.14 - 6.26.15 261 days	\$185.02	\$185.02	
1	V-VOTOTH021	VisionDATA VAULT Disastewr Recovery Option 20GB #12096005 - prorated - 4.22.15 to 6.26.15 = 65 days	\$332.58	\$332.58	
1	V-VSETRN010	LMS User Subscription	\$2,164.32	\$2,164.32	

Attachment: Bartlett Police Dept TN IVC4003563 (1322 : Trittech/VisionAir CAD Software Maintenance)



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Castle Hayne, NC 28429

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Main: 800-882-2108
Fax: 910-602-6190

Invoice	IVC4003563	8.8.a
Date	6/20/2014	
Page	2	
Date Due	6/27/2014	
User	rawyh	

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Captain Chris Page
Email: cpage@bartlettspolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
2014.2015	TN078	6/27/2014	6/26/2015	6/27/2014	29,39
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VMEOTH001	#12096005 - prorated 4.30.14 - 6.26.15 1 yr plus 58 days MNHS 8x5 Software Support	\$0.00	\$0.00	
1	V-GEOMTE002	#120960056 - prelive - fixed \$4,050 GeoComm GeoLynx 9-1-1 Software Support per client	\$229.79	\$229.79	
1	V-GEOMTE003	#12096005 - Admin License - prorated 8.26.14 - 6.26.15 305 days GeoComm GeoLynx 911 V7 Software License	\$2,872.43	\$2,872.43	
1	V-GEOMTE004	#12096005 - prorated 8.26.14 - 6.26.15 305 days GeoComm GeoLynx Stat Software Support Per Client	\$147.07	\$147.07	
1	V-GEOMTE005	#12096005 - GeoComm GeoLynx Sync Client 8x5 - prorated - 8.26.14 - 6.26.15 - 305 days GeoComm GeoLynx Sync Server Software Support per server	\$459.59	\$459.59	
1	V-VMEINF001	#12096005 - GeoComm GeoLynx Sync Server - prorated 8.26.14 - 6.26.15 305days INFORM 8x5 Software Support	\$1,323.27	\$1,323.27	
1	V-VMEOTH002	#12096005 - prorated 10.14.14 to 6.26.15 256 days Custom Solution Software Support	\$0.00	\$0.00	
1	V-VMEDSB001	#12096005 - AFIS interface 8x5, RMS Citation Publisher Courtview, RMS Warrant Importer to Jwork 8x5 - prelive DASHBOARD - Analytics) Bundle Software Support	\$1,810.79	\$1,810.79	
1	V-VMECAD001	#12096005 prorated - 11.4.14 - 6.26.15 235 days VisioCAD Geofile Update Utility 8x5 Mtc	\$586.30	\$586.30	
		#12096005 - prorated 11.25.14 to 6.26.15 214 days			

Attachment: Bartlett Police Dept TN IVC4003563 (1322 : Trittech/VisionAir CAD Software Maintenance)



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Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
2014.2015	TN078	6/27/2014	6/26/2015	6/27/2014	29,39
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-MEMBL001	Mobile 8x5 Software Support	\$495.00	\$495.00	
		#12096005 - NCIC 8x5			
1	V-GEOMTE011	GeoComm GeoLynx DMS GIS Manager Support	\$1,608.56	\$1,608.56	
		#12096005 - GeoComm DMS GIS Manager 8x5 - prorated 8.26.14 - 6.26.15 305days			
1	V-GEOMTE016	VisionGIS < 150k Pop Mtc Support	\$3,525.47	\$3,525.47	
		#12096005 - VisionGIS 8x5 - prorated 8.26.14 to 6.26.15 = 305 days			
1	V-VMEJAL002	Vision RMS Jail Publisher to Courtview IF	\$0.00	\$0.00	
		#12096005-30 - CO3190 - prelive 1st renewal \$1,575			
1	V-VOTOH002	Remote Support Connectivity (Formerly Go To Assist)	\$400.00	\$400.00	

Tax ID 95-3871079

For questions-call 858-799-7401

INVOICES ARE EMAILED BUT NO HARD COPY IS MAILED.
THANK YOU

Subtotal	\$47,449.11
Misc	\$0.00
Tax	\$0.00
Total	\$47,449.11

Remit to: TriTech Software Systems, PO Box 203223, Dallas TX 75320-3223

Packet Pg. 114

Attachment: Bartlett Police Dept TN IVC4003563 (1322 : Trittech/VisionAir CAD Software Maintenance)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/26/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Concrete Driveway Repair Project for Fire Stations 3 and 4.

The Concrete Driveway Repair Project - Bartlett Fire Stations No. 3 and No. 4 - 2014 was advertised in *The Commercial Appeal* on July 30, 2014. The contractors that picked up Bid Documents are as follows:

Mark Weeks Construction
B&C Construction
Barnes and Brower, Inc.
Ferrell Paving
Hamilton-Elles
Dixieland Contractors
Ambassador Construction
American Pavement Solutions

On August 14, 2014 we received three bids for the construction of the **Concrete Driveway Repair Project - Bartlett Fire Stations No. 3 and No. 4 - 2014**. The apparent low bidder, Barnes and Brower, Inc. submitted a Total Base Bid of **\$44,296.75**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee, and they concluded that Barnes and Brower, Inc. has submitted the **lowest and best bid**. The Review Committee recommends the City of Bartlett award this contract to Barnes and Brower in the **base bid** amount of **\$44,296.75**, plus an additional amount of **\$4,500.00** for items that may need to be added during construction for a total not to exceed **\$48,796.75**. Barnes and Brower, Inc. has performed work for the City of Bartlett on other projects. Funding is available in **Account 110.42200.921**.

Bidder	Total Base Bid
Barnes and Brower, Inc	\$44,296.75
Mark Weeks Construction and Consulting	\$50,179.25
Ferrell Paving	\$50,548.50

A copy of the bid document (plans and bid book) is located in the Alderman's Conference Room for review. A copy of the bid tabulation is located in the Alderman's Conference Room

for review. These documents have also been attached to this MinuteTraq file.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **Thursday, August 14, 2014**. Sealed bids are to be marked **Concrete Driveway Repair Project Bartlett Fire Stations No. 3 and No. 4--2014** and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. *The City of Bartlett is an equal opportunity employer and will not discriminate against any company or individual for any reason.* If further information is desired, please contact Becky Bailey, P.E. at 901-385-6499.

Please quote prices on attached sheet

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

Print Name _____
ADDRESS _____

TELEPHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NB-1

Attachment: fire station concrete driveway 2014 bid document (1324 : Concrete Driveway Repair at Bartlett Fire Stations 3 and 4)

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INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of the removal and replacement of approximately 320 square feet of deteriorated concrete drive sections and installation of concrete driveway sections in the back driveway of the Bartlett Fire Station # 3, located at 7855 Memphis Arlington Road and the removal and replacement of approximately 1,650 square feet of asphalt drive sections and installation of new concrete driveway sections in the back driveway of the Bartlett Fire Station # 4, located at 6875 Old Brownsville Road. Also includes the installation and compaction of CR-610 crushed limestone under the repaired sections of driveway. The actual locations will be as marked by the City of Bartlett.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the Drawings, The City of Bartlett Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternative bids on this project.

4. BIDS

a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

c. The Owner may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

Principals Names
Home Addresses, including City, State
and Zip Code

Firm Name
Address, including City, State and Zip Code

f. Bids are to be submitted in sealed envelopes marked on the outside:

License Name of Project
Date of Bid Opening
Name of Contractor/Company
Tennessee License Number if Bid Exceeds \$25,000.00
Licenses Expiration Date
(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **Owner**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the Owner will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.

6. **COLLUSIVE AGREEMENTS**

Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Owner submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience record in constructing the type improvements embraced in the project contemplated by the Contract. Documents, his organization and equipment available for the work contemplated, and, when specifically requested the Owner, a detailed financial statement. The Owner shall have the right to take such steps as is deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

8. **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

9. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. **TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularity therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

GENERAL CONDITIONS:

A. INSURANCE

A.1 The contractor shall be responsible from the time of signing the Contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of very kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the Work included in this Contract.

A.2 In addition to the indemnification provided in paragraph 1A.1, the Contractor, upon award of the Contract, shall provide at his own cost and expense the following insurance to the City of Bartlett in insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. Each certificate or policy shall require and state in writing that, "thirty days (30) prior to cancellation or material change in the policies, notice thereof shall be given to the City of Bartlett by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are Not complied with at their renewal dates, payments to the Contract or may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workmen's Compensation

The Contractor shall maintain in force Workmen's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRES OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Owner's Protective Liability Insurance

1. Insurance is to be taken out in the name of the City of Bartlett as named insured.

2. Owner's Protective Liability: Bodily Injury, including death, with MINIMUM LIMITS of \$500,000.00 each occurrence and \$1,000,000.00 Aggregate: Property Damage MINIMUM LIMITS of \$500,000.00 each occurrence and \$500,000.00 Aggregate.

3. Disposition: Certificate of Insurance must be sent to the City of Bartlett prior to the commencement of work.

GC-1

A.5 Comprehensive Automobile Liability Insurance

Insurance is to be taken out in the name of the Contractor as named insured and City as an additional insure, covering owned, hired and non-owned vehicles with MINIMUM LIMITS OF:

Bodily Injury and Property Damage \$1,000,000.00 Each Accident – Combined Single Limit.

A.6 Contractor's General Liability Insurance

1. Insurance is to be taken out in the name of the Contractor as named insured. With MINIMUM LIMITS OF:

Bodily Injury (including death) and Property Damage \$500,000.00 each occurrence and \$1,000,000.00 Aggregate – Combined Single Limits.

2. Coverage's to be included: Independent Contractors; Products and Completed Operations: Comprehensive Form; XCU (Explosion, Collapse, and underground) Coverage; Broad Form Property Damage; Personal Injury; and premises and Operations.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a. The public and to vehicular and pedestrian traffic,
- b. All employees on the Work and other persons who may be affected thereby,
- c. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All Work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph 1B.1.C or 1B.1.D caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

- B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.
- B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

- C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. Copies of these specifications are available at Bartlett Engineering, 6382 Stage Road, Bartlett, Tennessee 38134.

D. TIME OF COMPLETION

- D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within Sixty (60) days after notice to proceed. Work shall be coordinated with Assistant Chief Danny Baxter as both of these are very active fire stations.

E. CONSTRUCTION ENGINEERING

- E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. Actual construction staking shall be performed by a registered licensed professional engineer or surveyor registered in the state of Tennessee. The contractor shall contact the City of Bartlett after construction staking is in place prior to the installation of the permanent improvement. Costs associated with the construction staking shall be considered as incidental to other unit prices bid under this contract and shall not be paid for separately.

F. PERFORMANCE BOND

- F.1 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement on the form included in the Contract documents in such number of copies as the Owner may require.

- F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.
- F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the Owner for a refund.

G. INSPECTION AND TESTING OF MATERIALS

- G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- H.1 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

- H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount of \$50.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- H.3 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner for current periodical estimates.
- H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;
- H.5 (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

- I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

- J.1 Not later than the 20th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.
- J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- J.3 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- J.4 Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, arterial men, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

- K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

- M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and shall constitute the beginning of the warranty period. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness.

N. Utilities

- N.1 Utilities shown were located in the filed and by referring to existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

1. The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
2. Full documentation of the program can be found at the Personnel office under Chapter 10 of the Personnel Manual. This program is described by the following statement:

DRUG TESTING

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

- a. New Employee (Post offer testing).
- b. Employee being advanced in job or salary, or both.
- c. Random under U.S. DOT regulations (may also include alcohol test).
- d. Random for Fire, EMS or Law Enforcement employees (at the Chief's discretion with approval by the Mayor).
- e. When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault, or when at fault is not evident.
- f. When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

DRUGS TO BE TESTED FOR

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. This 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 upon known abuse in the community and the ability of any drug to affect job performance.

- a. Alcohol (Ethyl)
- b. Amphetamines (e.g. Speed)
- c. Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d. Cocaine
- e. Methaqualone (e.g. Quaalude)
- f. Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g. Phencyclidine (PCP)
- h. THC (Marijuana)
- i. Other illegal substances as requested by the City.

3. Any bidder must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the governments program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

- (a) The City of Bartlett will provide the successful bidder with up to three (3) sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

Q. TDOT TITLE VI REQUIREMENT

- (a) The Tennessee Department of Transportation requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on a project. You are asked for **voluntary disclosure** of this information as it pertains to the ownership of the bidding company. See following page.

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CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

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Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Name of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

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SPECIAL CONDITIONS

This work will have to be scheduled and coordinated with Assistant Chief Danny Baxter at 901-385-5536 and done in a manner to keep these Bartlett Fire Stations operational.

Item No. 1: Driveway Repair, 12" thick, 4,000 psi limestone with fibermesh:

All sections of the deteriorated concrete and asphalt driveways shall be removed and replaced as marked by the City of Bartlett. Construction includes 4,000 psi limestone concrete with fibermesh, #4 dowels 2'0" long on 2'0" centers, with 2 layers of #4 rebar installed on 12" centers, each direction, with the top layer of the #4 rebar tied to the dowel bar to connect to the existing concrete. Contractor will be responsible for the removal and disposal of all excavated materials. Driveway repair is paid per square foot of 12" concrete and this price includes all incidentals needed and listed above to complete this item. **Estimated quantity is 2,200 square feet.**

Item No. 2: Saw Cutting:

Contractor will be responsible for the saw cutting out of the areas as marked by the City of Bartlett. The estimated amount of saw cutting in the asphalt area is 115 linear feet of approximately 4.5 inches of asphalt and the estimated amount of saw cutting in the concrete area is 175 linear feet of approximately 6.0 inches of concrete with wire mesh. This unit price includes all incidentals needed to complete this item. **Estimated quantity is 300 linear feet of saw cutting, as marked by the City of Bartlett.**

Item No. 3: Crushed Limestone (CR-610):

Contractor will be responsible for the removal and disposal of all excavated materials. Install a minimum of 12" of compacted crushed limestone (CR 610) below the 12" concrete driveway that is being replaced. The crushed limestone will be paid based on the actual tonnage used based on the delivery tickets for this item and this price includes all incidentals needed to complete this item. **Estimated quantity is 230 tons.**

Item No. 4: Joint Sealer:

Remove the existing joint material and replace with new expansion joint material and Bartlett Code Enforcement approved filler to seal the existing joints in the existing driveway. Contractor shall supply the manufacturer literature on the sealer for approval. This item will be paid by the linear foot but will include all necessary materials, activities to remove the existing joint material and replace with new expansion joint material and filler to seal the existing joints in the existing driveway. This item will be used as needed and marked by the engineering inspector. Estimated use is 120 linear feet at BFS # 4 and 350 linear feet at BFS # 3. **Estimated quantity is 500 linear feet, or as directed by Engineer.**

Item No. 5: Contic Expansion Joint:

Contractor shall install the contic expansion joint and seal cap as directed by the Engineer. This item is planned for BFS # 4. Contractor shall provide submittals for review and approval on this item prior to its usage. The unit price includes all incidentals needed to complete this item. **Estimated quantity is 150 linear feet, or as directed by Engineer.**

Item No. 6: Sidewalk, 4" thick, 4,000 psi limestone with fibermesh:

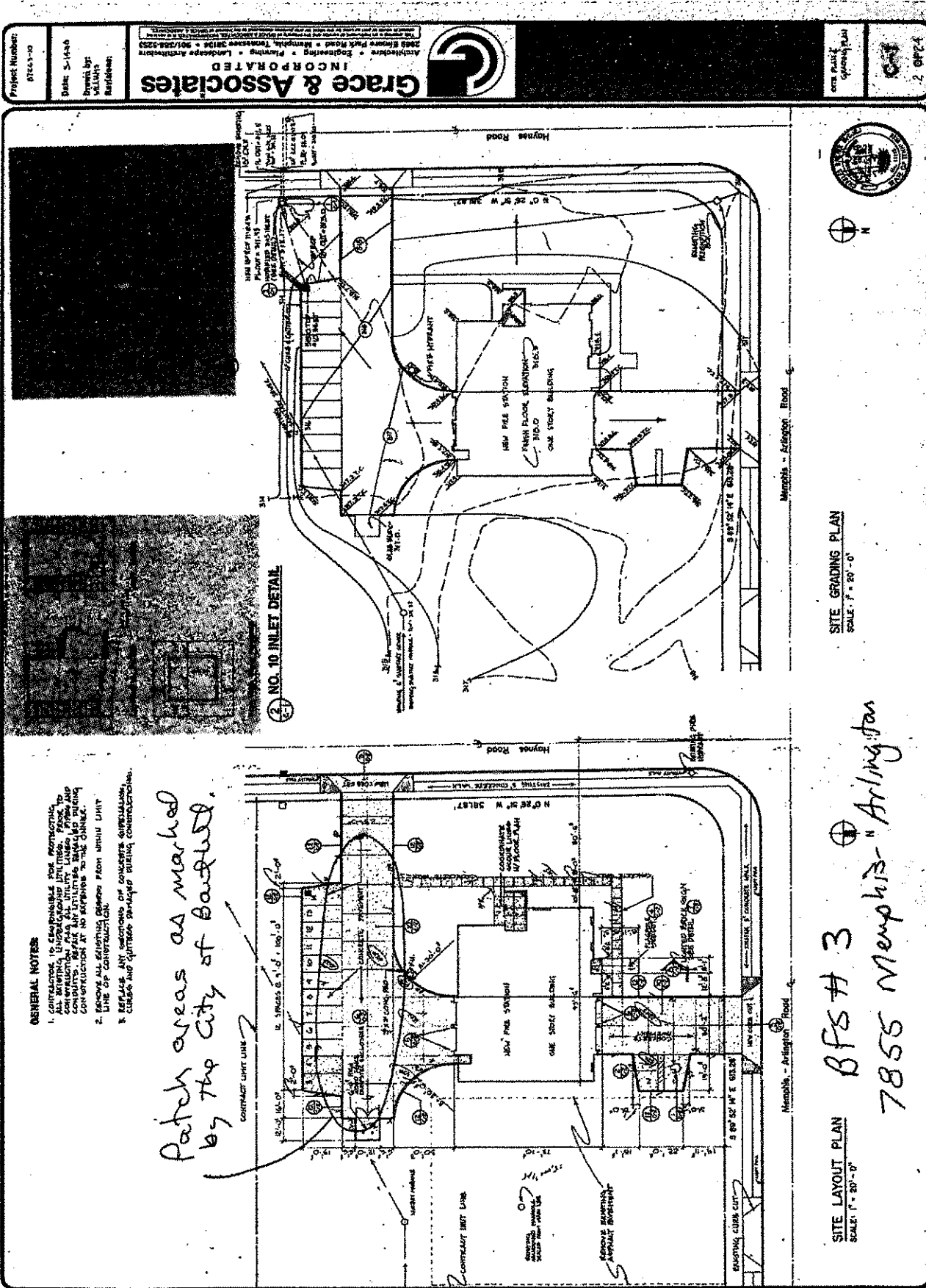
The existing brick sidewalk shall be removed and replaced as marked and as directed by the City of Bartlett. The proposed sidewalk shall be 5' wide and in the shape of an "L" with one leg 3' long and the other leg 20' long, contractor shall match the grade of the adjoining areas. This includes all incidents associated with the installation of this new sidewalk. **Estimated quantity is 125 square feet.**

SPECIAL CONDITIONS (Continued):

- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Quantities of all items will be paid based on the total amounts of each item actually, rounded to the nearest half foot/square foot.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Code Enforcement for driveways and sidewalks.
- The Contractor shall be responsible for blocking off the areas that are being replaced in order to keep traffic off the work area.
- Any concrete slabs removed and replaced shall meet the existing grade of adjacent concrete.
- Concrete mix design shall be 4,000 psi, limestone with fibermesh. Contractor shall submit mix design with mix design certification reports to the City of Bartlett Engineer for review and approval.
- Contractor shall refer to SCS-1 thru SCS-6 for details of proposed work.

Demolition:

- a. The contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the contractor's responsibility to repair/replace in an acceptable manner.
- b. Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- c. Disposal of all construction debris is the responsibility of the contractor.
- d. The contractor shall promptly clean up the debris created from the demolition of the existing sidewalk or curb and gutter. Any dirt placed in the street or grassed areas shall be removed and surface cleaned.
- e. Contractor shall be responsible for traffic control as per the MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- f. Contractor shall be responsible for the protection of any freshly paved concrete and if damaged, shall replace with no additional costs.
- g. The contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the contractor's responsibility to repair/replace in an acceptable manner.
- h. Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- i. Disposal of all construction debris is the responsibility of the contractor.
- j. Contractor shall be responsible for traffic control as per the MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- k. Contractor shall be responsible for the protection of any freshly paved concrete and if damaged, shall replace with no additional costs.

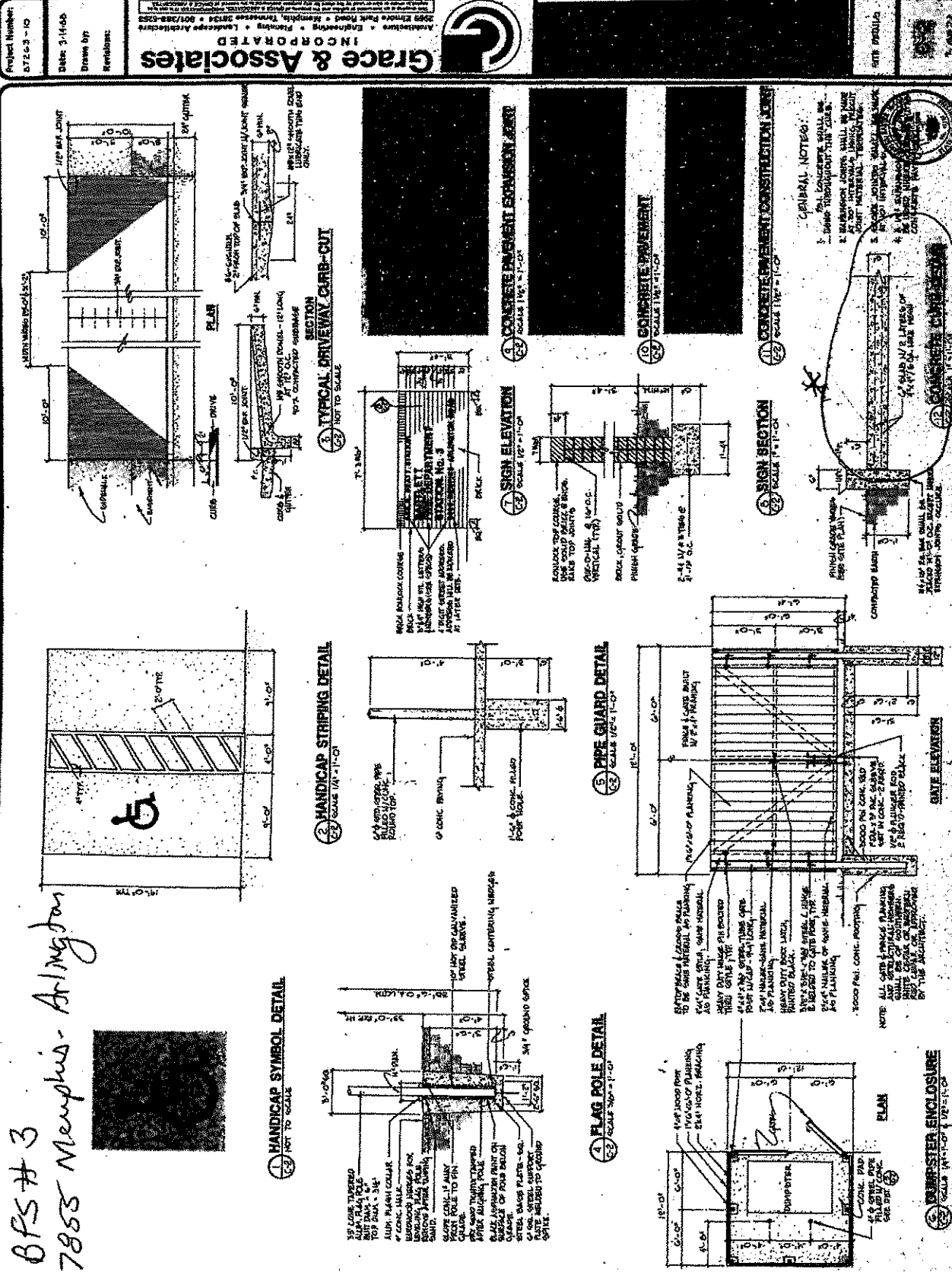


Patch areas as marked by the City of Bartlett.

BFS # 3
7855 Memphis - N. Arlington

SCS-1

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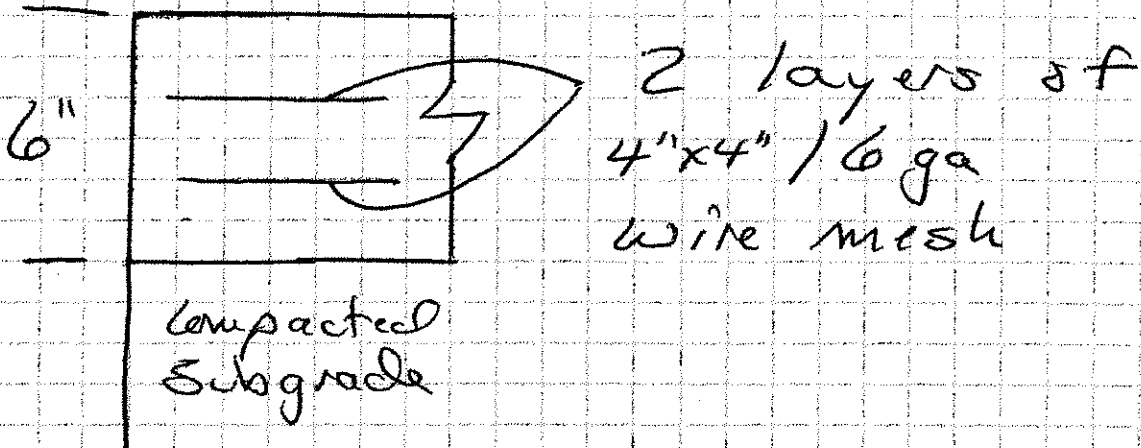


ModernTech SI

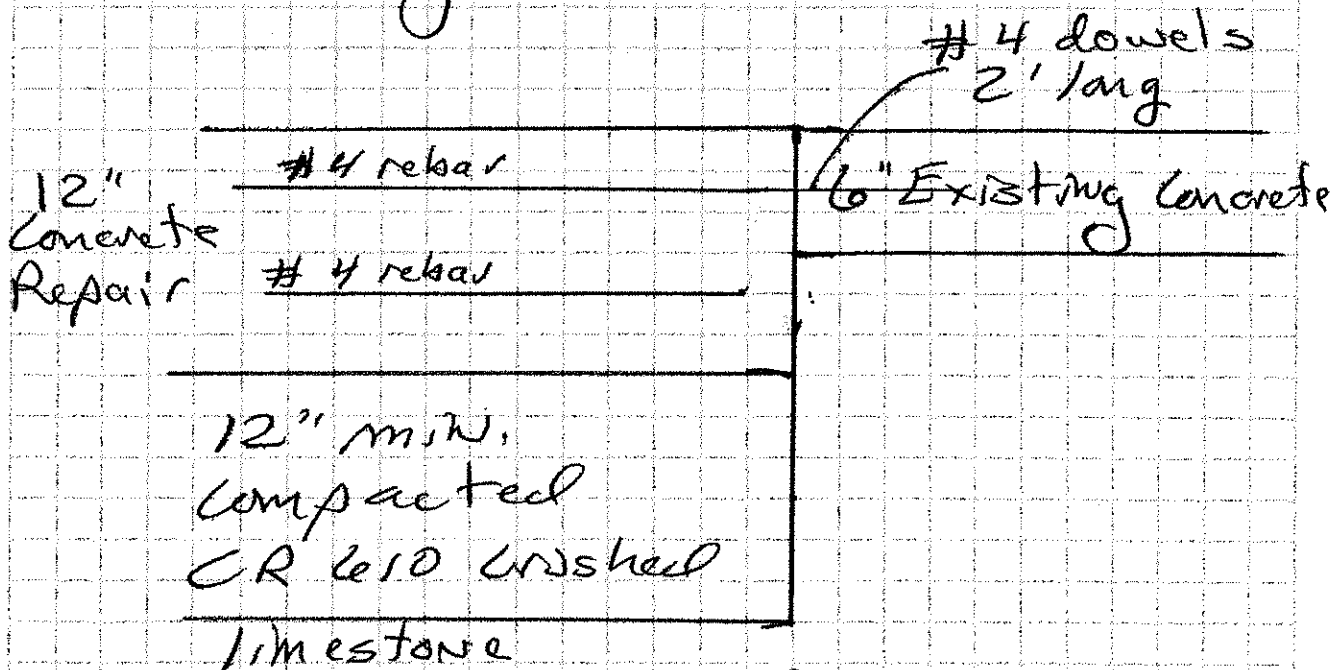
A BENTLEY Integrator

www.modernTech.com

Bartlett Fire Station No. 3



Existing Concrete Drive Detail



Typical Repair Detail

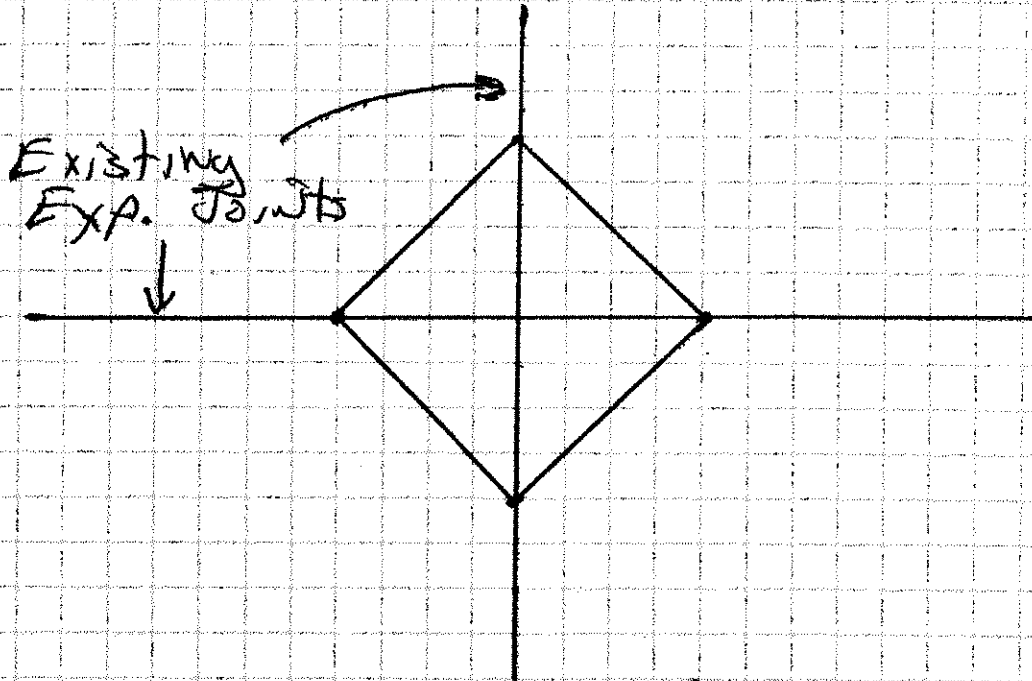


SCS-3

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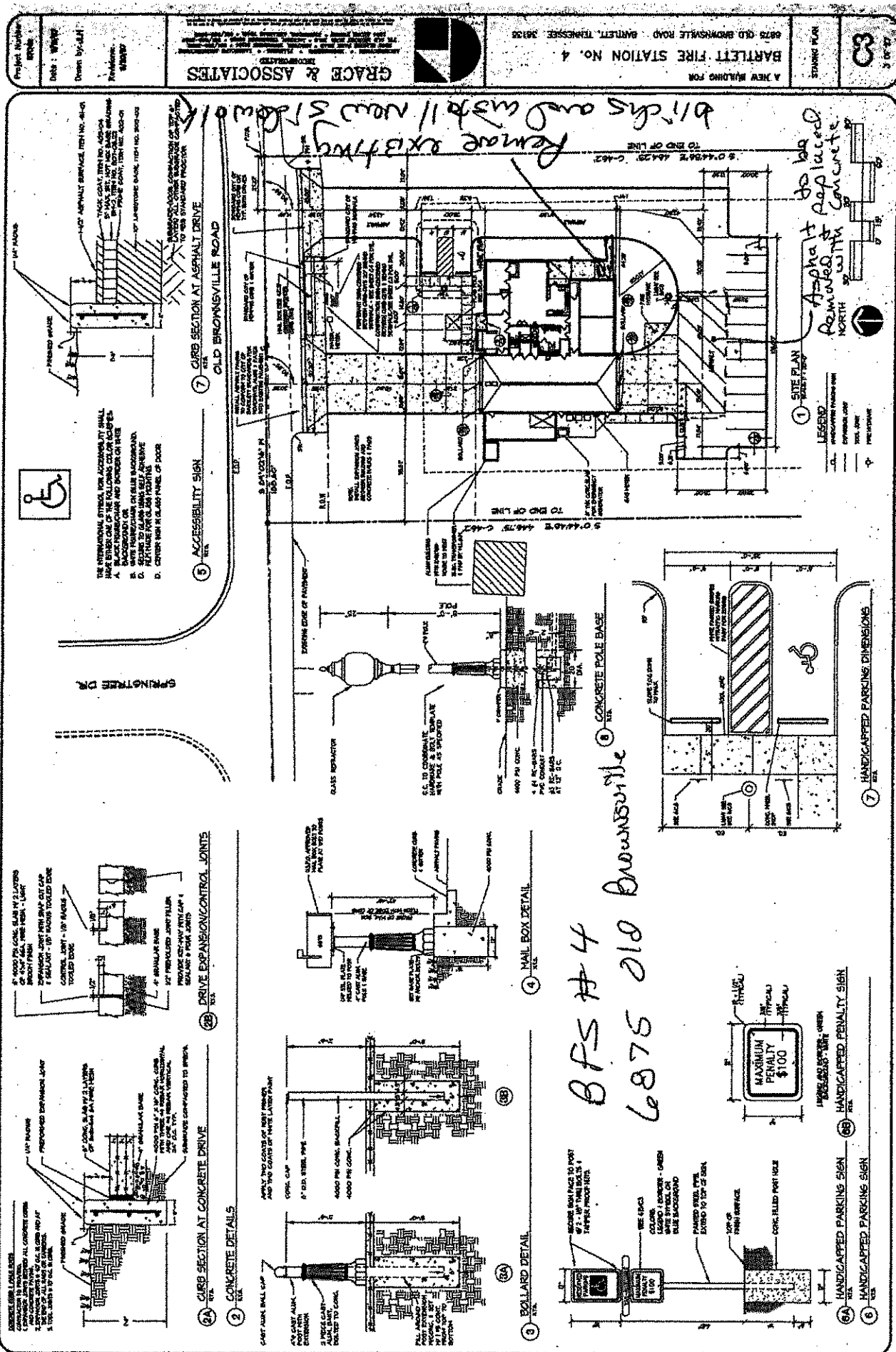


Bartlett Fire Station No. 3.



Typical Joint Repair

1. Saw cut around area to be removed.
2. Score down joints around repaired area and in line with existing expansion joints
3. Proposed cut out areas are:
 - 3 - 9 foot square
 - 2 - 5 foot square
 - 1 - 6 foot square



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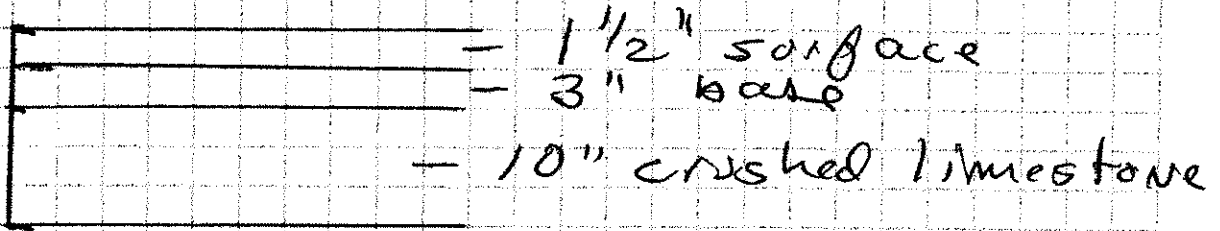


ModernTech SI

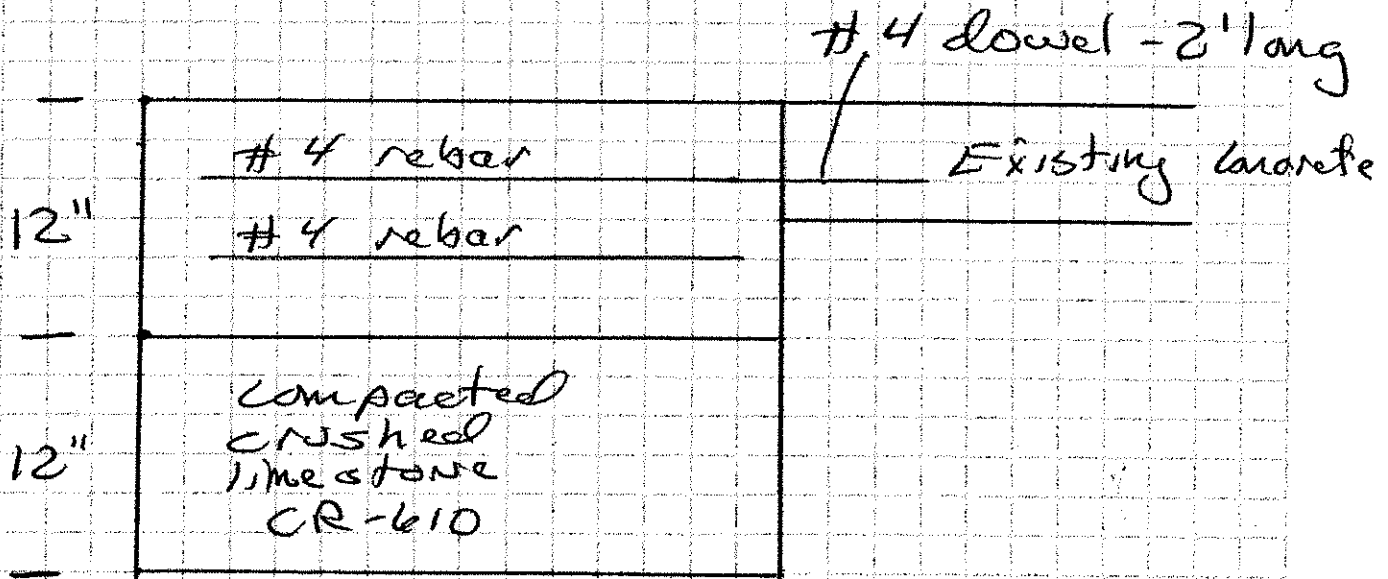
A BENTLEY Integrator

www.modernTech.com

Bartlett Fire Station No. 4



Existing Asphalt Drive Detail



Install 2 layers of #4 rebar, 12" c/c both ways, dowel into existing concrete slab, where required.

Proposed Concrete Drive Detail



SCS-6

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)
County of _____) S.S.

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His company has a testing program in place equal to or greater than the City's program.

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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BID TABULATION

Item	Description	Quantity	Unit	Unit Price	Total Price
1	12" Thick—Concrete Driveway, 4,000 psi limestone mix with fibermesh	2,200	SF		
2	Saw Cutting	300	LF		
3	Crushed Limestone—CR 610- compacted in place	230	TON		
4	Joint Sealer	500	LF		
5	Conc Expansion Joint	150	LF		
6	Sidewalk, 4" thick, 4,000 psi limestone mix with fibermesh	125	SF		

TOTAL FOR PROJECT

\$ _____

Total for Project in words _____

Contractor_____
Telephone Number_____
Authorized Representative_____
Date

Print Name _____

BT-1

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders – NB-1
2. Drug and Alcohol Affidavit – DAA-1
3. Bid Form – BT-1
4. Non-Collusion Affidavit of Principal Bidder – NCA - 1
5. Bid Bond – BB1 and BB-2 or other approved forms
6. Contract Monitoring – CM-1
7. Past Project References of Similar Work
8. Title VI self survey – Title VI Plan 1 and Title VI Plan 2

Note: Failure to complete or include all of these forms with the bid may be grounds for rejecting the bid as being an incomplete bid.

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PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____
(Surety)

_____, State of _____ herein-

after called the "Surety", are held and firmly bound unto _____
(Owner)

_____ of _____ herein-after called "Owner"
(City and State)

in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and same harmless the Owner from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good and default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and may authorize extension or modifications thereof, including all amounts due for materials, used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PPB-1

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Print Name _____

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

PPB-2

Attachment: fire station concrete driveway 2014 bid document (1324 : Concrete Driveway Repair at Bartlett Fire Stations 3 and 4)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PPB-3

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NOTICE OF AWARD

To:

PROJECT Description: **Concrete Driveway Repair Project Bartlett Fire Stations No. 3 and No. 4-2014**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ ____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER dated this ____ day of _____.

CITY OF BARTLETT
OWNER

Name _____

Print Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20 _____.

Name _____

Print Name _____

Title _____

NA-1

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NOTICE TO PROCEED

To:

PROJECT Description: **Concrete Driveway Repair Project Bartlett Fire Stations No. 3 and No. 4-2014**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete WORK within 60 consecutive calendar days thereafter. The date of completion of all WORK is therefore: _____.

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20_____.

BY _____

PRINT NAME _____

TITLE _____

NP-1

Attachment: fire station concrete driveway 2014 bid document (1324 : Concrete Driveway Repair at Bartlett Fire Stations 3 and 4)

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BIDDER NONCOLLUSION AFFIDAVIT OF PRIME

State of _____) S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price or prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn before me this _____ day of _____, 20_____

(Title)

My commission expires _____ 20____.

NCA-1

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5 % of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID.

attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BB-1

Attachment: fire station concrete driveway 2014 bid document (1324 : Concrete Driveway Repair at Bartlett Fire Stations 3 and 4)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BB-2

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, by and between City of Bartlett, hereinafter called "OWNER" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: _____.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 45 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) NOTICE OF AWARD

(K) NOTICE TO PROCEED

(L) CHANGE ORDER

(M) DRAWINGS prepared by numbered _____ through _____, and dated _____, 20____.

(N) SPECIFICATIONS prepared or issued by _____ dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

NO. _____, Dated _____, 20

6. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT
OWNER

BY _____

PRINT NAME _____

TITLE _____

(SEAL)
ATTEST:

NAME _____
Print

TITLE _____

CONTRACTOR

BY _____

PRINT NAME _____

TITLE _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for said County and State, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted and who upon oath acknowledged that he/she executed the foregoing instrument for the purpose contained therein as his/her own free act and deed.

Witness my hand and notary seal the _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Item	Description	QTY	Unit	Barnes and Brower		Mark Weeks		Ferrell Paving	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	12" thick concrete driveway, 4,000 psi limestone mix with fibermesh	2,200	SF	\$14.00	\$30,800.00	\$17.00	\$37,400.00	\$16.28	\$35,816.00
2	saw cutting	300	LF	\$5.73	\$1,719.00	\$5.00	\$1,500.00	\$6.00	\$1,800.00
3	crushed limestone - CR610-compacted in place	230	TON	\$35.75	\$8,222.50	\$32.60	\$7,498.00	\$40.00	\$9,200.00
4	joint sealer	500	LF	\$4.62	\$2,310.00	\$5.00	\$2,500.00	\$2.75	\$1,375.00
5	conic expansion joint sidewalk, 4" thick, 4,000 psi limestone mix with fibermesh	150	LF	\$2.56	\$384.00	\$5.00	\$750.00	\$7.80	\$1,170.00
6		125	SF	\$6.89	\$861.25	\$4.25	\$531.25	\$9.50	\$1,187.50
					\$44,296.75		\$50,179.25		\$50,548.50

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 08/26/14 07:00 PM

Department: Finance

Category: Report

Prepared By: Stefanie McGee

Department Head: Dick Phebus

AGENDA ITEM

**Debt Obligation Report for General Obligation Capital Outlay
Note, Series 2014.**

RESULT: NO VOTE REQUIRED

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of Bartlett</u>
Address	<u>6400 Stage Road</u> <u>Bartlett, TN 38134</u>
Debt Issue Name:	<u>General Obligation Capital Outlay Note, Series 2014</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: \$ <u>1,041,000.00</u>	
Premium/Discount:	\$ <u>0.00</u>
3. Interest Cost: <u>2.1900</u> %	
☒ Tax-exempt ☐ Taxable	
☒ TIC ☐ NIC	
☐ Variable: Index _____ plus _____ basis points; or	
☐ Variable: Remarketing Agent _____	
☐ Other: _____	
4. Debt Obligation:	
☐ TRAN ☐ RAN ☒ CON	
☐ BAN ☐ CRAN ☐ GAN	
☐ Bond ☐ Loan Agreement ☐ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
5. Ratings:	
☒ Unrated	
Moody's _____	Standard & Poor's _____ Fitch _____
6. Purpose:	
☒ General Government <u>100.00</u> %	BRIEF DESCRIPTION
☐ Education _____ %	<u>acquisition of equipment for various departments</u>
☐ Utilities _____ %	_____
☐ Other _____ %	_____
☐ Refunding/Renewal _____ %	_____
7. Security:	
☒ General Obligation	☐ General Obligation + Revenue/Tax
☐ Revenue	☐ Tax Increment Financing (TIF)
☐ Annual Appropriation (Capital Lease Only)	☐ Other (Describe): _____
8. Type of Sale:	
☐ Competitive Public Sale	☐ Interfund Loan _____
☐ Negotiated Sale	☐ Loan Program _____
☒ Informal Bid	
9. Date:	
Dated Date: <u>09/03/2014</u>	Issue/Closing Date: <u>09/03/2014</u>

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2015	\$ 139,000.00	2.1900 %		\$	%
2016	\$ 142,000.00	2.1900 %		\$	%
2017	\$ 145,000.00	2.1900 %		\$	%
2018	\$ 149,000.00	2.1900 %		\$	%
2019	\$ 152,000.00	2.1900 %		\$	%
2020	\$ 155,000.00	2.1900 %		\$	%
2021	\$ 159,000.00	2.1900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 1,000	Bone McAllester Norton
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 1,000	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:		
☒ No Recurring Costs		
	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:	
☒ None Prepared	
☐ EMMA link	_____ or
☐ Copy attached	

14. Continuing Disclosure Obligations:	
Is there an existing continuing disclosure obligation related to the security for this debt?	☐ Yes ☒ No
Is there a continuing disclosure obligation agreement related to this debt?	☒ Yes ☐ No
If yes to either question, date that disclosure is due <u>270 days from fiscal year end</u>	
Name and title of person responsible for compliance <u>Finance Director</u>	

15. Written Debt Management Policy:	
Governing Body's approval date of the current version of the written debt management policy	<u>12/13/2011</u>
Is the debt obligation in compliance with and clearly authorized under the policy?	☒ Yes ☐ No

16. Written Derivative Management Policy:	
☒ No derivative	
Governing Body's approval date of the current version of the written derivative management policy _____	
Date of Letter of Compliance for derivative _____	
Is the derivative in compliance with and clearly authorized under the policy?	
☐ Yes ☐ No	

17. Submission of Report:	
To the Governing Body:	on _____ and presented at public meeting held on _____
Copy to Director to OSLF:	on _____ either by:
☐ Mail to: 505 Deaderick Street, Suite 1600 James K. Polk State Office Building Nashville, TN 37243-1402	OR ☐ Email to: <u>StateAndLocalFinance.PublicDebtForm@cot.tn.gov</u>

18. Signatures: <u>A. Keith McDonald</u>	
AUTHORIZED REPRESENTATIVE	PREPARER
Name <u>A. Keith McDonald</u>	
Title <u>Mayor</u>	
Firm _____	<u>Tennessee Municipal Bond Fund</u>
Email <u>kcdonald@cityofbartlett.org</u>	<u>lmooningham@tmbf.net</u>
Date _____	