



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 9, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present (6:46 PM), Alderman W.C. Pleasant: Present (6:50 PM), Alderman Emily Elliott: Present (6:49 PM), Alderman David Parsons: Present (6:43 PM), Alderman Bobby Simmons: Present (6:43 PM), Vice Mayor Jack Young: Present (6:44 PM), Alderman Paula Sedgwick: Present (6:42 PM).

INVOCATION

Opening Prayer by Mark Reed, New Hope Christian Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 11 at 7 p.m.

Historic Preservation Commission, July 15 at 7 p.m.

Bartlett Arts Council, July 16 at 6 p.m.

BPACC Advisory Board, July 16 at 6 p.m.

Design Review Commission, July 16 at 6:30 p.m.

RECOGNITIONS

Mayor McDonald and the Aldermen recognized Boy Scout Chauncey Johnson. Mr. Johnson is in Troop 450 and is working toward his Citizenship in the Community merit badge.

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

MINUTES ACCEPTANCE

Minutes of the June 25, 2019 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [5 TO 0]
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick
ABSTAIN:	Young

CONSENT AGENDA

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

- 1 Special event permit for Movies in the Park. (Jim Brown, Director of Code Enforcement)**
The event will be held on August 30, September 13, September 20, and October 4 from dusk to 11 p.m. at W. J. Freeman Park.
- 2 Special event permit for Memphis Runner's Track Club Road Race Series 5 Mile Runs. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sundays, August 11 and August 25 from 5:30 to 9:30 a.m. at W.J. Freeman Park.
- 3 Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work. (Rick McClanahan, Director of Engineering)**
Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of \$16,100. Funds are available in Account 510.51200.179.
- 4 Renewal of maintenance agreement for Watson Field Reporting. (Glen Williamson, Chief of Police)**
Request to renew annual service agreement with Data Driven for Watson Field Reporting Suite in the amount of \$37,364.90. Funds are available in Account 123.48123.264.
- 5 Renewal of computer-assisted dispatch maintenance agreement. (Glen Williamson, Chief of Police)**
Request to renew annual service agreement from Tritech Software Systems for a total cost of \$68,319.13. Funds are available in Account 123.48123.264.

NEW BUSINESS

- 1 Resolution 23-19, a resolution authorizing the City of Bartlett to participate in the Public Entity Partners "Safety Partners" Matching Grant Program. (Dick Phebus, Director of Finance)**

Mr. Phebus noted the City agrees to match this grant up to \$3,000.

Alderman Parsons asked what type of projects these funds would be used for. Mayor McDonald said past projects funded by this grant include facility locking systems and security cameras.

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

OPEN DISCUSSION

Shelby County Commissioner, District 3, Mick Wright updated the Board on the Commission's recent business. The Commission approved a \$1.3 billion budget with no property tax increase. The tax rate will remain at \$4.05. The Commission maintained its current pre-K funding, and increased its funding to MATA (Memphis Area Transit Authority).

While the Commission did not increase its contribution to the Shelby County Schools' operational budget, it did add \$48 million to the capital program.

The County budget included an additional \$2.5 million for the Shelby County Election Commission to update voting machines.

Commissioner Wright said the Commission allocated 25 Skycop cameras and \$200,000 in community enhancement grants to each district.

Kim Farley Hopper of Byhalia, Miss., spoke on behalf of her mother Sharon Farley, 4624 Billy Maher Road.

As part of the planned widening of Old Brownsville Road, the City acquired rights of way from property owners abutting the project area. Murphy and Sharon Farley own property adjacent to the planned widening. A building on Mr. and Mrs. Farley's property was located within the needed right of way.

Mrs. Hopper alleged that the City has not paid her parents the true value of the right of way land and building.

At Mayor McDonald's request, City Attorney Ed McKenney explained that the Mayor nor any city official can respond to Mrs. Hopper's complaint because there is pending litigation regarding this issue. Mediation is set for later in July.

Murphy Farley, 4624 Billy Maher Road, accused the City of forcing him to sell his entire piece of property, which he claims is valued at over \$250,000, for \$39,000. The City is only purchasing the right of way adjacent to the soon-to-be widened Old Brownsville Road and the structure located within the right of way, for which Mr. Farley would receive an additional payment. Mr. Farley further accused the City of age discrimination and reverse racism.

ADJOURNMENT

Meeting adjourned at 7:19 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 25, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Board of Education, June 27 at 7 p.m.

Family Assistance Commission, July 1 at 6 p.m.

Planning Commission, July 1 at 7 p.m.

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

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the June 11, 2019 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jun 25, 2019 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Special event permit for Faith Baptist Church fireworks display. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, June 30 from 4:30 to 10 p.m. at Buckhead Creek.
- 2 Bid for annual transportation projects. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bids from the following contractors:
Citywide asphalt pavement - Lehman-Roberts; Asphalt picked up at plant - Standard Construction and Lehman-Roberts. Pavement Markings - Traf-Mark. These are all budgeted items.
- 3 Bid for the W.J. Freeman Park 10-Inch waterline extension project. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Argo Construction in the amount of \$171,624.00, plus a contingency of \$17,000.00, for a total cost of \$188,624.00. Funds are available in Account 510.51051200.945.
- 4 Bid for W.J. Freeman Park Improvements, Phase 3. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid from B & B Specialty in the amount of \$1,755,980.50, plus a contingency of \$50,000, for a total cost of \$1,805,980.50. This phase includes pavilion installation, construction of restrooms and concession building, and multipurpose fields' lighting installation. Funds are available in Account 311.48311.780.51401, 311.48311.780.51418, 311.48311.780.51419, and 311.48311.780.51619.

NEW BUSINESS

- 1 Appoint Andrew Gay and Rachel Gilliam to Bartlett Station Commission. (A. Keith McDonald, Mayor)**

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

2 Appoint Marty Marbry to Code Appeals Board. (A. Keith McDonald, Mayor)

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

3 Appoint Sherrell Lott to Family Assistance Commission. (A. Keith McDonald, Mayor)

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

4 Appoint Jimmy Davis to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)

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

5 Resolution 16-19, a resolution to amend the Fiscal Year 2019 General Fund Budget to appropriate \$69,600 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)

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

6 Resolution 17-19, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2019, in an amount not to exceed \$1,410,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this capital outlay note will fund capital projects in Fiscal Year 2020.

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

Minutes Acceptance: Minutes of Jun 25, 2019 7:00 PM (MINUTES ACCEPTANCE)

- 7 Resolution 18-19, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2019A, in an amount not to exceed \$1,030,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

This resolution will also be used to fund the capital improvement program in Fiscal Year 2020.

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

- 8 Resolution 19-19, a resolution to amend the Fiscal Year 2019 General Fund and Capital Improvement Fund budgets to provide funds for the roof repair at the Bartlett Justice Center. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that these funds will be used to replace the Justice Center roof.

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

- 9 Resolution 20-19, a resolution to revise Chapter 2, Section 2.3 of the City of Bartlett Personnel Policy Manual, Appointed Positions to add Chief to Rank of Inspector or above in the Police Department. (Ted Archdeacon, Director of Personnel)**

Mr. Archdeacon explained to mirror other jurisdictions, the title of inspector be changed to Chief Inspector. Alderman Parsons asked if this was a title change only. Mr. Archdeacon confirmed it was. Alderman Simmons asked if this title change included a pay raise. Mayor McDonald said no.

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

- 10 Resolution 21-19, a resolution to approve the planned use of General Purpose School Fund Balance and to amend the Fiscal Year 2019 General Purpose School Fund of the Bartlett City Schools. (Dick Phebus, Director of Finance)**

The Board of Mayor and Aldermen has to approve all budget amendments for the Board of Education.

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

II Resolution 22-19, a resolution to amend the Fiscal Year 2019 Bartlett City Schools Special Revenue Fund. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Debbie Gelineau, Director of Community Relations, invited the public to the annual Fireworks Extravaganza July 3 at 6 p.m. at the Appling Municipal Center.

Mayor McDonald noted there is a post-fireworks traffic flow chart on the City's website.

ADJOURNMENT

Meeting adjourned at 7:14 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 25, 2019 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

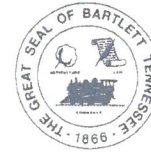
6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/09/19 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Movies in the Park.

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



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

W.J. FREEMAN PARK 2629 BARTLETT BLVD
Address

38134
Zip Code

AUG 30, SEP 13, SEP 20, OCT 4 2019
Dates of the Event

DUSIC TO 11 PM
Hours of the Event

BARTLETT STATION COMMISSION "MOVIES IN THE PARK"
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

CITY OF BARTLETT
Property Owner

GLEN MULLINS (BARTLETT STATION COMMISSION)
Special Event Permit Applicant

6120 BARKLEY CV
BARTLETT, TN 38134
Address of Applicant

901-484-9607
Phone Number

901-448-6806
Fax Number

Check all items that apply:

For information call (901) 385-6425.

- ☒ Letter of Permission PARKS WILL SEND
- ☒ Insurance CITY OF BARTLETT
- ☒ Tents (Fire Retardant letter included)
- ☒ Special Event Checklist
- ☒ Map
- ☐ Sign or Banner

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

0 Total
CITY EVENT

[Signature]
Responsible Person

4/20/19
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: 2629 BARTLETT BLVD-MOVIES IN THE PARK-2019 (2585 : Movies In The Park)

Special Event Checklist

Event: BARTLETT STATION "MOVIES IN THE PARK"
 Location: W. J. FREEMAN PARK
 Dates: AUG 30, SEP 13, SEP 20, OCT 4

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> |
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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.	W.J. FREEMAN PARK
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	FOOD VENDORS @ 7 PM MOVIE @ 8 PM (SUNDAY)
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.	FOOD VENDORS
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.	BARTLETT POLICE DEPT
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.	BFD WILL BE MADE AWARE OF THE EVENT
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.	SOLID WASTE TO PROVIDE TRASH CAUS
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.	WILL USE PARKING SPACES
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.	POLICE, FIRE, PARKS, PUBLIC WORKS, SOLID WASTE
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.	CITY OF BARTLETT

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:

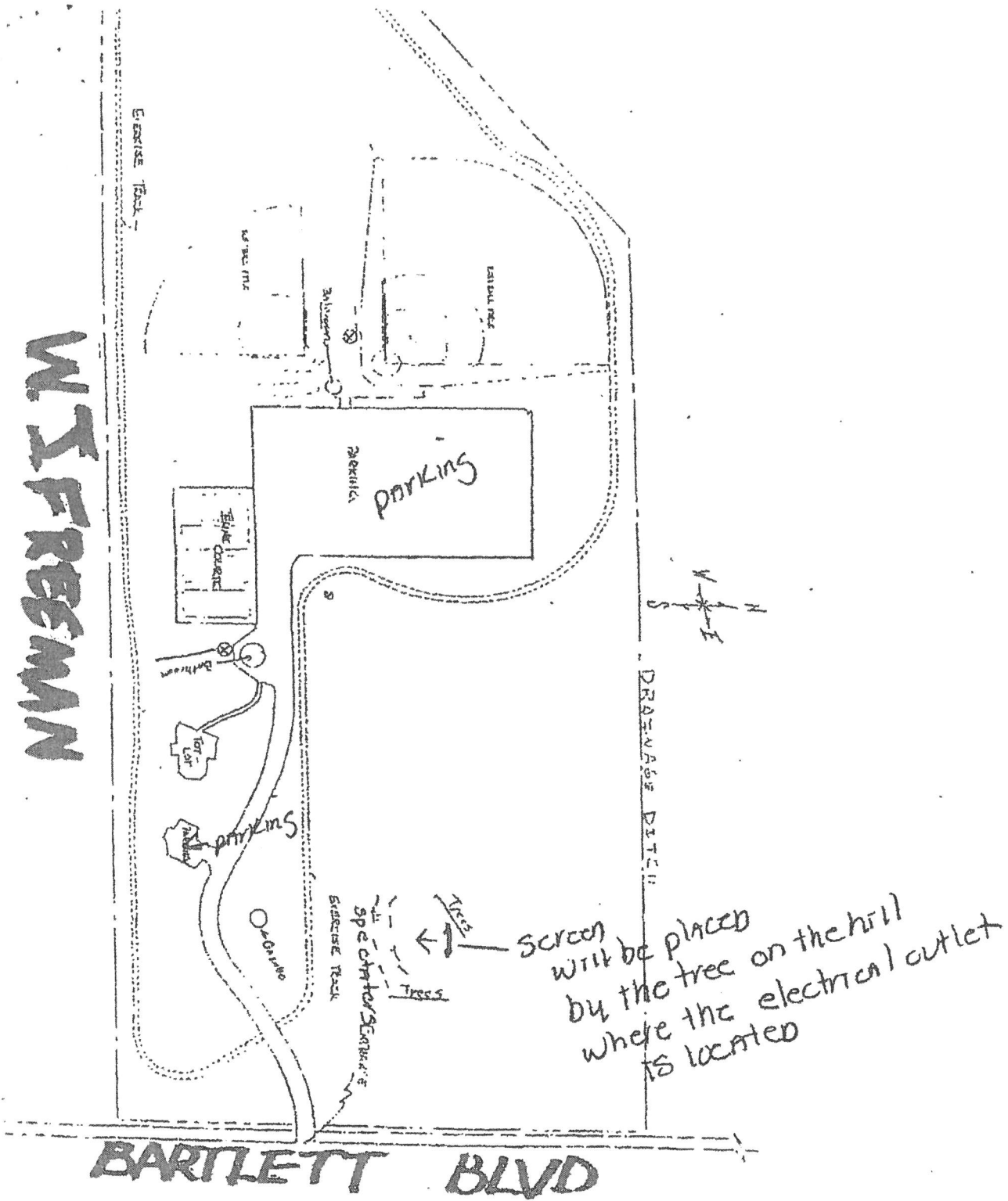
	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property 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.	

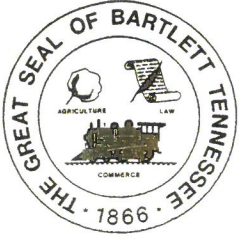
Special event permit - authorization by Permitting Official

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.	USING PARKS OUTLETS
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.	

30





City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

June 19, 2019

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

The Bartlett Station Commission has requested to use W. J. Freeman Park Pavilion and Gazebo area on Friday evenings at dusk August 30, September 13, September 20, and October 4, 2019.

This is for their Bartlett Movies in the Park events. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director Parks and Recreation Department
City of Bartlett

Cc: Glen Mullins, Bartlett Station Commission

Attachment: 2629 BARTLETT BLVD-MOVIES IN THE PARK-2019 (2585 : Movies In The Park)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/09/19 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

**Special event permit for Memphis Runner's Track Club Road
Race Series 5 Mile Runs.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** Emily Elliott, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



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

W.J. Freeman Park 2629 Bartlett Blvd
 Address

38134
 Zip Code

August 11th and August 25th 2019
 Dates of the Event

5:30 a.m. - 9:30 a.m.
 Hours of the Event

Memphis Runner's Track Club Road Race Series 5 mile runs
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
 Property Owner

Memphis Runner's Track Club P.O. Box 17981 Memphis, TN
 Special Event Permit Applicant Address of Applicant

(901) 246-1565
 Phone Number

38187-00
 Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

\$64.00 Total

Rob Hunter / Sheri Cuswell
 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.

Special Event Checklist

Event: Road Race Series 5 mile runs
 Location: W.J. Freeman Park 2629 Bartlett Blvd
 Dates: August 11th and August 25th 2019
 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 I 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.	map attached
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.	Police notified
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				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		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.	Memo to Police
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				<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	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				<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.	Memo attached
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.	memo attached
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.	map attached
33	X			Date of the proposed event.	memo attached
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.	memo attached
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.	map attached
36	X			Location and number of proposed temporary public toilets.	memo attached
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			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.	



City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director

MEMORANDUM

TO: Captain Page
CC: Inspector Sones
FROM: Shan Criswell *SC*
RE: Road Race Series 5 Mile Runs
DATE: June 25, 2019

The Memphis Runners Track Club has contacted me about their two annual five mile runs that are held in Bartlett every year. They need help with traffic control at three locations and would like to request the assistance of the Bartlett Police Department.

The dates for the two runs are Sunday, August 11, 2019, and Sunday, August 25, 2019, they begin at 7:00 a.m. The locations where traffic control is needed are:

1. Bartlett Blvd. just north of the pedestrian crosswalk for W. J. Freeman Park for the start.
2. Hawthorn at Elmore Park; and
3. Elmore at Bartlett Blvd. (The officer at the start line could actually move to this spot.)

MRTC RRS 5 MILE, WJ Freeman Park, Bartlett, TN
Measured by Rob Hunter & Lane Purser, 13 May 2008

USATF-Certified Course TN0803C
Expiration Date: 31 December 2018

START—Located on the east side of Bartlett Blvd approx. 125' north of the pedestrian crosswalk, the nail is 63'9" north of a manhole in the grass behind the curb and 51'7" south of a sewer manhole in the sidewalk.

MILE 1—Located at the driveway to 6143 Ivanhoe, the nail is 30'10" southeast of a fire hydrant and 32' southwest of a sewer manhole in the grass on the east side of the street.

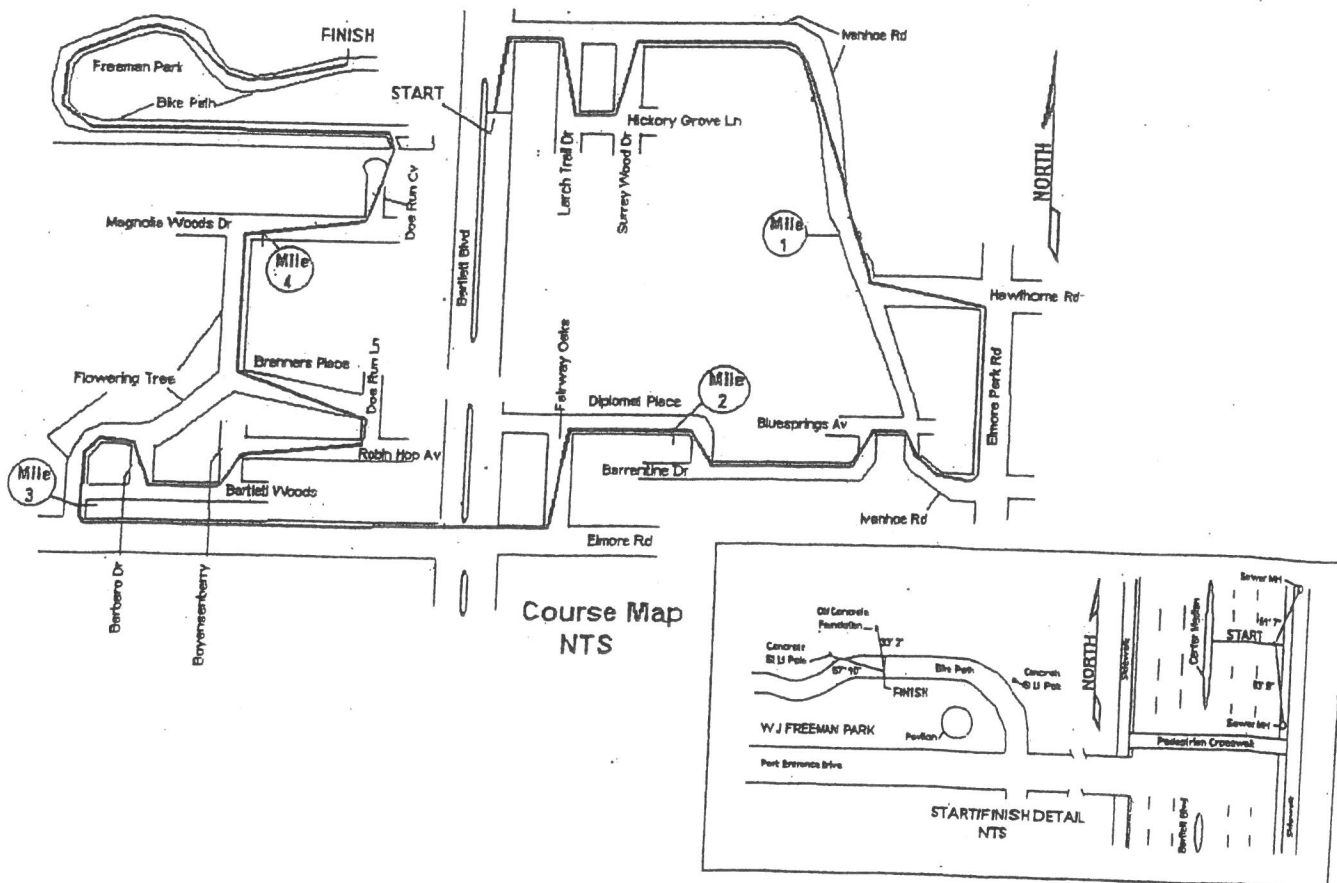
MILE 2—Located at the west edge of the driveway to 5981 Diplomat, the nail is 12'11" east of a water valve cover and 23'2" south of a sewer manhole (both in the street).

MILE 3—Located on the east side of Flowering Tree approx. 35' south of Bartlett Woods, the nail is 3'3" south of a water valve cover and 8' 7" south of a storm drain inlet.

MILE 4—Located in front of 5673 Magnolia Woods approx. 60' east of Flowering Tree, the nail is 31'6" southwest of an electrical transformer grate in the sidewalk and 31'8" southeast of the concrete water meter box to 5672 Magnolia Woods (both on the north side of the street).

FINISH—Located on the asphalt path approx. 200' west of the pavilion, the nail is 67'10" east of the 2nd concrete street light pole from the park entrance drive and 33'2" south of an old rectangular concrete foundation in the grass on the north side of the trail.

COURSE DESCRIPTION—The runners start with traffic in the 3 northbound lanes of Bartlett Blvd in front of the park. At Ivanhoe Rd the runners turn right (east) and run unrestricted (for the remainder of the race) to Larch Trail Dr where they turn right (south) to Hickory Grove Lane where they turn left (east) to Surrey Wood Dr where they turn left (north) back to Ivanhoe Rd where they turn right (east) and continue passing Mile 1 to Hawthorne Rd where they turn left (east) to Elmore Park Rd where they turn right (south) to Diplomat Place where they turn right (west & north) to Blue Springs Ave where they turn left (west) and make a quick left (south & west) to Barrentine Dr. The runners continue to Diplomat Place where they turn right (north & west) passing Mile 2 to Fairway Oaks where they turn left (south) and proceed to Elmore Rd where they turn right (west). At Flowering Tree the runners turn right (north & east) passing Mile 3 to Barbaro Dr where they turn right (south) to Bartlett Woods where they turn left (east) to Boysenberry where they turn left (west) back to Flowering Tree where they turn right (north) to Magnolia Woods where they turn right (east) and pass Mile 4 to Doe Run Cove where they turn left (north) and take the shortest route to the pedestrian gate to the asphalt trail in the park. The runners turn left (west) and proceed on the trail in a clockwise direction around the park to the finish near the pavilion.



RH, LP & JB 5/13/2008



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2019

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 Insurance Management Group 959 E. 4th St. P.O. Box 1600 Marion IN 46952		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL: mmayers@insmgt.com ADDRESS:		FAX (A/C, No):
INSURED Road Runners Club of America/2019 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Casualty Company		11991
		INSURER B: Nationwide Life Insurance Co.		66869
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2019 \$2M A.I.

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			KRO0000007654600	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,00
	☒ Legal liability to						MED EXP (Any one person) \$ 5,00
	☐ Participant \$2,000,000						PERSONAL & ADV INJURY \$ 2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ Unlimite
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,00
	OTHER:						Abuse and Molestation \$ 500,00
A	AUTOMOBILE LIABILITY			KRO0000007654600	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,00
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 deduction)			SPX0000030282400	12/31/2018	12/31/2019	Excess Medical \$10,00
							AD & Specific Loss \$2,50

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 8/11/19 & 8/25/19 MRTC Road Race Series 5 Miler INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Flanigan, PO Box 17981, Memphis, TN 38187

CERTIFICATE HOLDER

CANCELLATION

08/11/19 City of Bartlett Attn: Shan Criswell 6400 Stage Rd Bartlett, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Diller/MARG <i>Terry R. Diller</i>
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City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Direc

June 25, 2019

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN 38134

The Memphis Runners Track Club has requested to use W. J. Freeman Park on Sunday, August 11, 2019, and Sunday, August 25, 2019, for their Road Race Series 5 Mile runs.

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

Sincerely,

Shan Criswell
Parks and Recreation Director
City of Bartlett

Attachment: Road Race Series permit application (2588 : Memphis Runner's Track Club Road Race Series)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/09/19 07:00 PM

Department: Engineering

Category: Agreement

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

**Service Agreement
Between
The University of Memphis and the City of Bartlett**

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between The University of Memphis (hereinafter "University"), a public university of the State of Tennessee, and the City of Bartlett (hereinafter "Bartlett").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

Article 1. For purposes of this Agreement, the following definitions apply:

- 1.1 "CAESER" shall mean the University's Center for Applied Earth Science and Engineering Research (CAESER).
- 1.2 "Service" shall mean any work performed by CAESER for Bartlett in conjunction with the well head protection program as described in Exhibit A, attached hereto and incorporated herein by reference.

Article 2. Bartlett shall pay University an annual fee of \$16,100.00, due within thirty (30) days of execution of this Agreement, for Service performed by CAESER. Subject to Bartlett's payment of amount due to University as set forth herein, University, by and through CAESER, agrees to use reasonable efforts to complete the Service as described in Exhibit A.

Article 3. Payment under the terms of this Agreement shall be made by check payable to:

Name on check:	The University of Memphis 265 Administration Building P.O. Box 1000 Dept. 313 Memphis, Tennessee 38148-03133	Tax ID #:	62-0648618
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Reference:

Article 4. The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2020. The term of this Agreement may be extended by the mutual written consent of the duly authorized representatives of University and Bartlett.

Article 5. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party. The Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that CAESER has been rendered unusable, CAESER's personnel are not available, or the activity has been cancelled due to circumstance outside the control of University. This contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the contract upon written notice to Bartlett. Termination of this Agreement shall not affect the rights and obligations of the parties which shall have accrued prior to termination.

Article 6. Bartlett warrants that no amount shall be paid directly or indirectly to any officer or employee of the University/State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Bartlett in connection with any work contemplated or performed relative to this Agreement.

Article 7. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or

employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

Article 8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Neither party shall assign their rights or obligations under this Agreement without the prior written consent of the other party.

Article 9. Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if mailed by certified mail or express courier, postage prepaid, return receipt requested, addressed to such other party at its respective address as follows:

If to Bartlett:
Mr. Rick McClanahan
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
(901) 385-5570

If to University with respect to all non-technical matters:
Office of Sponsored Programs
The University of Memphis
315 Administration Building
Memphis, TN 38152
osp@memphis.edu

If to University with respect to technical matters:
Dr. Brian Waldron
Center for Applied Earth Science and Engineering Research
The University of Memphis
900 Wilder Tower
Memphis, TN 38152
(901) 678-3283

Article 10. University makes no warranties, express or implied, concerning the results of the Service provided hereunder or of the merchantability or fitness for a particular purpose of such Service. University shall not be liable for any direct, consequential, or other damages suffered by Bartlett or any other party as a result of the conduct of the Service. All warranties made or to be made in connection with the Service shall be made solely by Bartlett thereof and no such warranties shall directly or indirectly by implication obligate in any way University, the Tennessee Board of Regents, the State of Tennessee, or their officers or employees.

Article 11. Bartlett and its subcontractors are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability,

national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 12. Bartlett shall retain all records of payments pertinent to this Agreement for a minimum of three (3) years following the contract end date. Such documents and records are subject to audit, with prior notification, by the University's representative, the State of Tennessee Comptroller's Office, or their designee.

Article 13. The use by Bartlett of University's name or any other names, insignia, symbol(s), or logotypes associated with University or any variant or variants thereof in advertising, publicity, or other promotional activities is expressly prohibited unless required by law or written consent is provided by University's Legal and Marketing Departments.

Article 14. This Agreement constitutes the entire understanding between the parties for the use of University's services, and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement may be modified only by written amendment executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterpart original by their duly authorized representatives.

CITY of BARTLETT

By: _____
Signature

A. Keith McDonald
Mayor

Date

THE UNIVERSITY OF MEMPHIS

By: _____
Signature

Dr. Jasbir Dhaliwal
Executive VP for Research & Innovation

Date

Exhibit A Scope of Work

The Center for Applied Earth Science and Engineering Research (CAESER) will:

1. Continue to perform its mission to engage in applied research excellence, education, and leadership toward sustaining community ground water resources;
2. Maintain the City of Bartlett's Wellhead Protection Plan by:
 - a. updating the protection Zones 1 and 2 as this is the third year where the State of TN TDEC requires completely new plans from every municipality;
 - b. conducting an inventory of potential contaminant source sites that fall within and directly outside the Zone 1 and 2 areas; and
 - c. accurately locate (x,y,z) production and observation wells.
3. Provide expertise to the City of Bartlett in matters dealing with ground water within the scope and mission of CAESER.
4. Provide input to educational material for the elected leaders and citizens of the City of Bartlett concerning the status of the aquifer, the well head protection program, or aquifer protection.
5. Seek out external funding to support CAESER's mission and support ground water awareness and sustainability.

Regarding development of the wellhead protection document for the City of Bartlett (see task 2), a comprehensive report will be provided to the City of Bartlett in November for review before submittal to the State of Tennessee.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/09/19 07:00 PM

Department: Police

Category: Agreement

Prepared By: Penny Medlock

Department Head: Glen Williamson

Renewal of maintenance agreement for Watson Field Reporting.

Purchase an annual service agreement for Watson Field Reporting Suite for \$37,364.90 from Data Driven. Covers Maintenance and Upgrades from July 1, 2019 - June 30, 2020. This is a budgeted item in Account 123.48123.264.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 07/09/19 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Glen Williamson

Renewal of computer-assisted dispatch maintenance agreement.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2587)

Meeting: 07/09/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2587

Resolution 23-19, a resolution authorizing the City of Bartlett to participate in the Public Entity Partners "Safety Partners" Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Bartlett is of the greatest importance, and

WHEREAS, all efforts shall be made to provide safe and hazard-free workplaces for the City of Bartlett employees, and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program, and

WHEREAS, the City of Bartlett now seeks to participate in this important program.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, the following:

Section 1. That the City of Bartlett is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through Public Entity Partners.

Section 2. That the City of Bartlett is further authorized to provide a matching sum to serve as a match for any monies provided by this grant up to \$3,000.

Adopted this day of July 9, 2019.

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus noted the City agrees to match this grant up to \$3,000.

Alderman Parsons asked what type of projects these funds would be used for. Mayor McDonald said past projects funded by this grant include facility locking systems and security cameras.

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