

City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, MARCH 28, 2023 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Johnny Byrd, Legacy Church

FUTURE MEETINGS

Family Assistance Commission, April 3 at 6 p.m.

Planning Commission, April 3 at 7 p.m.

Beer Board, April 4 at 6 p.m.

Bartlett Station Commission, April 5 at 7:30 a.m.

City Beautiful Commission, April 6 at 6:30 p.m.

RECOGNITIONS

2022 Employees of the Year Recognition (Ted Archdeacon)

Recognition of Bartlett High School Girls Wrestling State Champion, Maggie Graham

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 28, 2023 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Special event permit for One Less Orphan 5K Fundraiser. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, June 3 from 8 a.m. to 10 a.m. at Faith Baptist Church.

2 Special event permit for Bartlett Station Farmers Market. (Trey Arthur, Director of Code Enforcement)

The event will be held on Saturday's beginning on May 20 thru September 23 from 8 a.m. to 12 p.m. at W.J. Freeman Park in the A. Keith McDonald Pavilion.

3 Commercial site contract for Lopez Grill. (John Horne, Director of Engineering)

The developer, Gustavo Lopez, will pay \$20,611.20 in City fees. The bond is set at \$68,360.00.

4 Treasurer's Report for January 2023. (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Professional fee proposal for one-year extension of audit contract with Watkins Uiberall, PLLC with option to renew for two additional years. (Dick Phebus, Director of Finance)

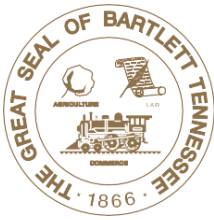
2 Resolution 03-23, a resolution to amend the Fiscal Year 2023 General Fund Budget to appropriate \$103,200.00 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)

3 Resolution 04-23, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund, School Nutrition Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)

4 Resolution 05-23, a resolution to establish an updated Occupational Safety and Health Program Plan, devise rules and regulations, and to provide for a Health and Safety Officer and the implementation of such program plan. (Ted Archdeacon, Director of Personnel)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 28, 2023 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Lee Brand, Faith Baptist Church

FUTURE MEETINGS

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

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

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

Planning Commission, March 6 at 7 p.m.

Parks and Recreation Advisory Board, March 9 at 6 p.m.

RECOGNITIONS

The new 2023 Leadership Bartlett class was present and recognized.

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

MINUTES ACCEPTANCE

Minutes of the February 14, 2023 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Feb 28, 2023 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

- 1 Dispense with first Board of Mayor and Aldermen meeting in March. (David Parsons, Mayor)**
To allow for travel time for the Tennessee Municipal League Legislative Conference, recommend dispensing with the March 14 Board of Mayor and Aldermen meeting.
- 2 Special event permit for Memphis Classic Chevys Club May Car Show. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, May 13 from 7 a.m. to 3 p.m. at W.J. Freeman Park.
- 3 Special event permit for Faith Family Fireworks. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Sunday, July 2 from 4:30 p.m. to 10 p.m. at 8300 Hwy 70 - Buckhead Creek Recreation (Faith Baptist Church). Rain date will be Wednesday, July 5 at same location.

NEW BUSINESS

- I Architectural and engineering design services for Shadowlawn Park restrooms. (Shan Criswell, Director of Parks and Recreation)**

The Shadowlawn Park restrooms construction will be in two phases. The Parks Restrooms ADA Compliance project was approved in 2014 using Ross-Witt, LLC for engineering and design services. This construction will bring the total number of restrooms to nine. The funds for Phase I were appropriated in FY2023.

Phase I will consist of modifying the grade of the pathways from the bathroom location to the playing fields, pickleball courts and the parking lot. In addition, the retaining wall will be repaired by removing the railway ties that currently serve as the wall, re-grading the slope and adding a stone wall where necessary.

Director of Parks and Recreation Shan Criswell confirmed that additional fencing will be added during the construction process for safety reasons.

Phase II funds will be requested in the upcoming FY2024 budget. This phase will consist of the removal of the current bathrooms and reconstructed in accordance with current ADA requirements and recommendations.

Minutes Acceptance: Minutes of Feb 28, 2023 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Jack Young, Kevin Quinn

OPEN DISCUSSION

ADJOURNMENT

Meeting adjourned at 6:12 PM

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

David Parson, Mayor

Minutes Acceptance: Minutes of Feb 28, 2023 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/28/23 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Trey Arthur

Special event permit for One Less Orphan 5K Fundraiser.



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

3755 N. Germantown Rd 38133
 Address Zip Code
Sat, June 3, 2023 8:00am - 10:00am
 Dates of the Event Hours of the Event
Fundraiser - 5K
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Faith Baptist Church
 Property Owner
Faith Baptist Church 3755 N. Germantown Rd.
 Special Event Permit Applicant Address of Applicant
901-386-4785 901-385-8983
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
N/A Letter of Permission
Yes Insurance
N/A Tents (Fire Retardant letter included)
✓ Special Event Checklist
✓ Map
✓ Sign or Banner 4.5 x 6

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ 64.00 Total Permit Fee

Rachel Brauner Rachel Brauner 02-16-23
 Responsible Person Signature and Printed Name Date

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

APPROVAL

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

Special Event Checklist

Event: SK Fundraiser - One Less Orphan
 Location: Faith Baptist Church - 3755 N. Germantown Rd
 Dates: June 3, 2023
 Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

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	
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			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		✓		<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		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	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			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	✓			Date of the proposed event.	
34	✓			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36			X	Location and number of proposed temporary public toilets.	
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38			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	✓		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			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.	

1 Less Orphan 5K at Faith Baptist Church Bartlett, TN

Start/Finish---Located in the drive to the parking lot north of the building (3755 N Germantown Rd) the start line is in line with a red post indicator valve and 8'9" west of the concrete base of a street light pole both in a curbed landscaped planting area north of the drive.

Mile 1---Located in the driveway to 7896 Sandywood Ln, the washer is 17'2" east of a curb inlet on the north side.

Mile 2---Located in front of 3746 Haynes Rd, the washer is 51'9" south of a curb inlet on the east side.

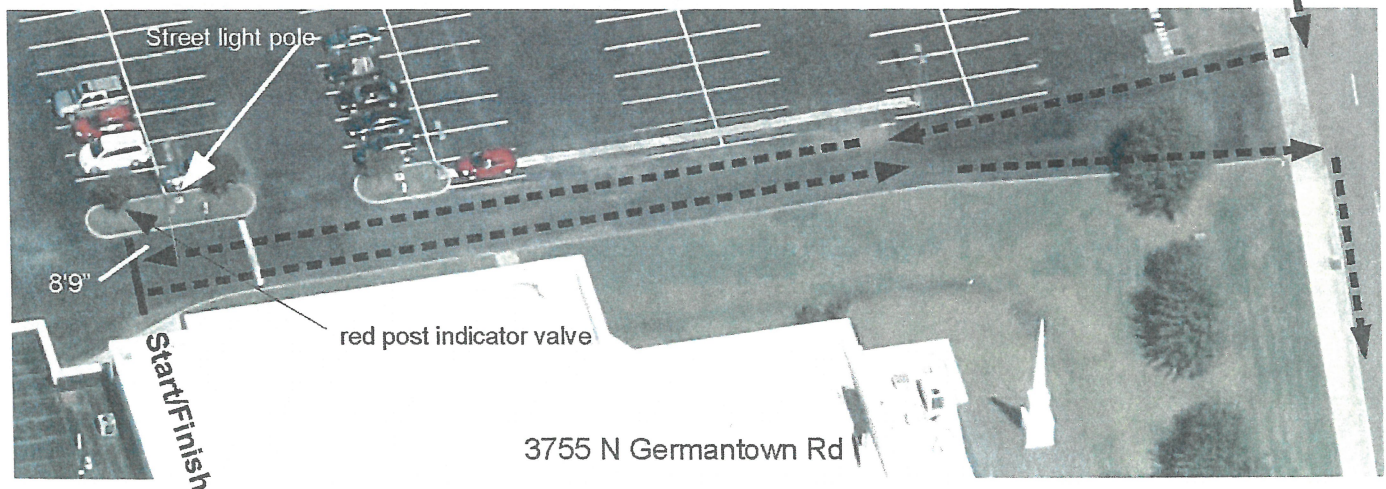
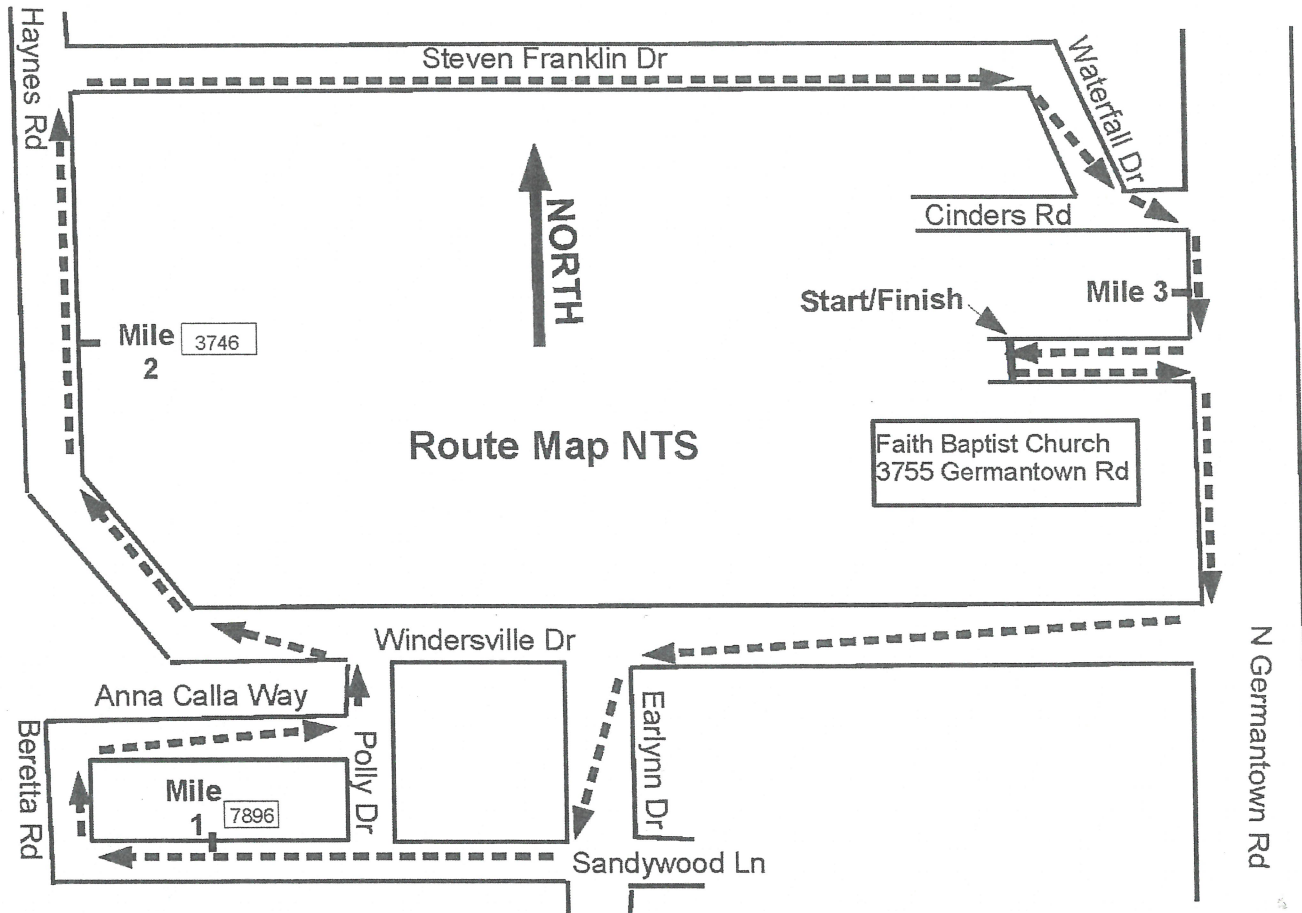
Mile 3---Located on the west side of Germantown Rd, the washer is in line with the north edge of the 3rd curb inlet north of the church driveway.

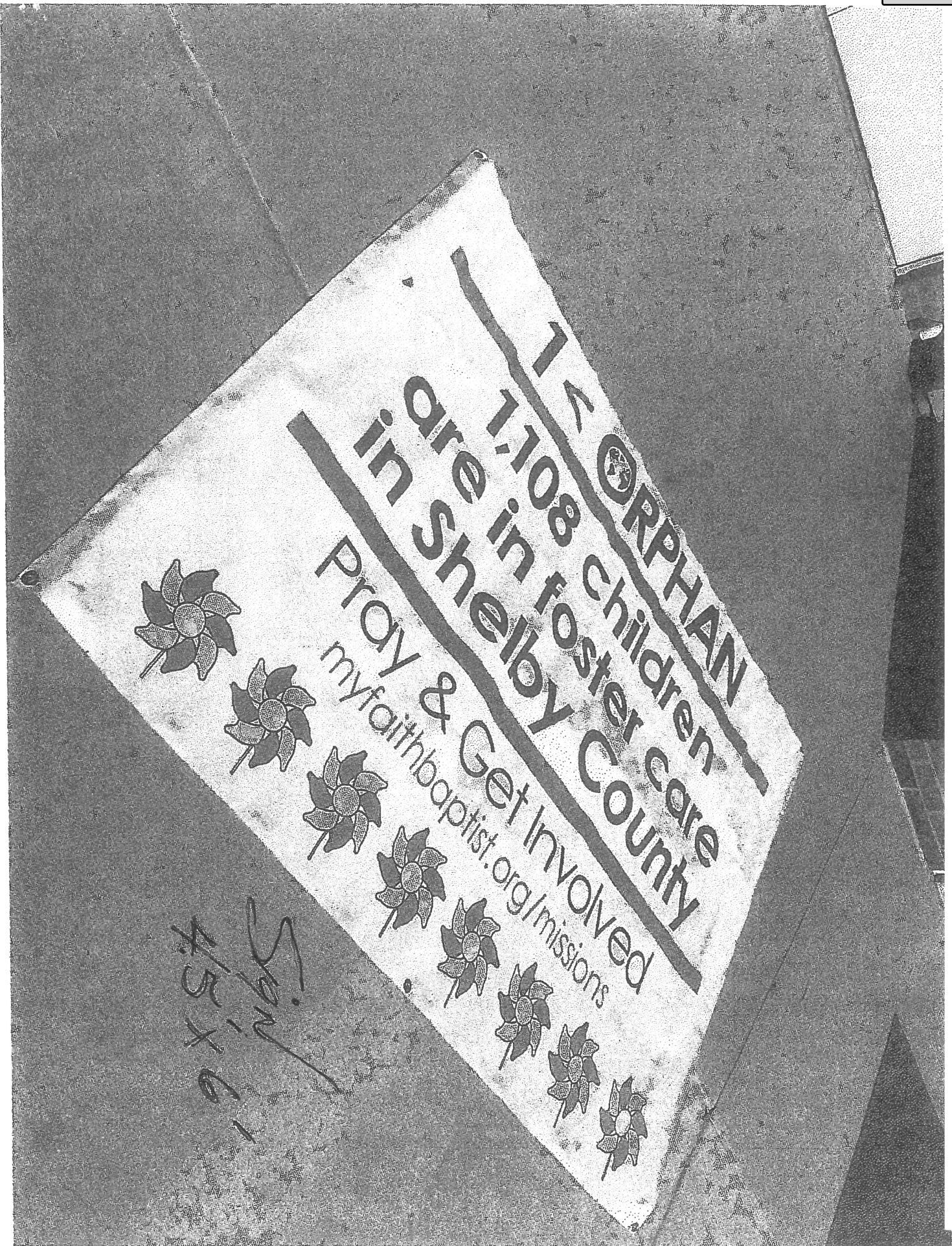
Notes:

--Measured shortest possible route.

--All measurements are to the nearest edge or face of curb unless otherwise noted.

--Measured 8/28/2014 by Rob Hunter robhunter33@comcast.net 901-246-1565 and Lane Purser





Attachment: 3755 N GERMANTOWN-5K FUNDRAISER ONE LESS ORPHAN-2023 (3280 : One Less Orphan 5K Fundraiser)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **5.1.a**
/11/14/2022/

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 901-867-7171 Corporate Insurance Group LLC 5674 CLEAVES DR SUITE 102 Ken Brady Arlington, TN 38002	901-867-7878	CONTACT NAME: Corporate Insurance Group LLC PHONE (A/C, No, Ext): 901-867-7171 E-MAIL: ken@callcig.com FAX (A/C, No): 901-867-7878
INSURED Faith Baptist Church Communiad En Cristo 3823 Orchi Rd Memphis TN 38122		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company INSURER B : Bridgefield Insurance Company 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 INSD	SUBR 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:	☒		PHPK2364191	01/01/2022	09/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included Abuse & Molestation \$ Included
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2364191	01/01/2022	09/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒		PHUB798317	01/01/2022	09/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 / A	196-019823	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

One Less Orphan 5K Event June 3 2023

CERTIFICATE HOLDER City of Bartlett Office of Code Enforcement 6462 Stage Rd Bartlett TN 38134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ken Brady
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Laura Jenkins

From: Rachel Brawner <rachelb@myfaithbaptist.org>
Sent: Thursday, February 23, 2023 11:30 AM
To: Laura Jenkins; David Hines
Subject: [External]Fwd: [External]Re: Faith Baptist 5K BPD Approval Request

WARNING

This email originated from outside of The City of Bartlett. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hey Laura, the email from BCP is attached. Please let me know if you need a hard copy of this and we will bring it by. Thank you!

----- Forwarded message -----

From: David Hines <dhines@bartlettspolice.org>
Date: Thu, Feb 23, 2023 at 9:19 AM
Subject: RE: [External]Re: Faith Baptist 5K BPD Approval Request
To: Rachel Brawner <rachelb@myfaithbaptist.org>
Cc: Robert Allen <rallen@bartlettspolice.org>

Good Morning Ms. Brawner,

The Bartlett Police Dept will be able to accommodate your traffic control request for the One Less Orphan 5K.

You may already be aware of this, but a couple of points:

You'll need to have your own lead vehicle to show ensure the runners don't get off the designated route. Unfortunately we don't have the personnel to provide the lead vehicle.

Also, you'll need to contact the city's public works dept. Regarding the marking of the route with cones.

Please let me know if you have any questions, or need anything additional from us.

Respectfully,
 Lt. David Hines
 Bartlett Police Department
 3730 Appling Rd
 Bartlett TN 38133
dhines@bartlettspolice.org
 (901) 385-5500

Sent via the Samsung Galaxy Note20 5G, an AT&T 5G smartphone

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

From: Rachel Brawner <rachelb@myfaithbaptist.org>
Date: 2/20/23 11:35 AM (GMT-06:00)

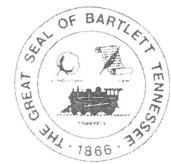
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/28/23 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Trey Arthur

Special event permit for Bartlett Station Farmers Market.



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

2629 Bartlett Blvd 38134
 Address Zip Code
May 20, 2023 - Sept. 23, 2023 8am - 12 noon
 Dates of the Event Hours of the Event
Bartlett Station Farmers Market
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
City of Bartlett
 Property Owner
Bartlett Station Farmers Market 2969 Elmore Park
 Special Event Permit Applicant Address of Applicant Bartlett 38134
901-372-9457 Ø
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ Total Permit Fee

X [Signature]
 Responsible Person

1/27/23
 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: Bartlett Station Farmers Market
 Location: 2629 Bartlett Blvd.
 Dates: May 20, 2023 - Sept. 23, 2023
 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			✓	<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	
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.	





Attachment: 2629 BARTLETT BLVD-FARMERS MARKET-2023 (3281 : Bartlett Station Farmers Market)



City of Bartlett

David Parsons, Mayor

Shan Criswell, Parks Director
Paul Wright, Assistant Parks Director

February 20, 2023

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

The Bartlett Station Commission has requested the use of W. J. Freeman Park for their Farmer's Market in 2023. The location for their event will be in the A. Keith McDonald Pavilion. The Farmer's Market will be held each Saturday from 8:00 a.m. until 12:00 p.m. from May 20, 2023, through September 23, 2023.

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: Lyn Whitson
Bartlett Chamber of Commerce
bartlettstationfarmersmarket@gmail.com
901-372-9457

Attachment: 2629 BARTLETT BLVD-FARMERS MARKET-2023 (3281 : Bartlett Station Farmers Market)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/28/23 06:00 PM

Department: Engineering

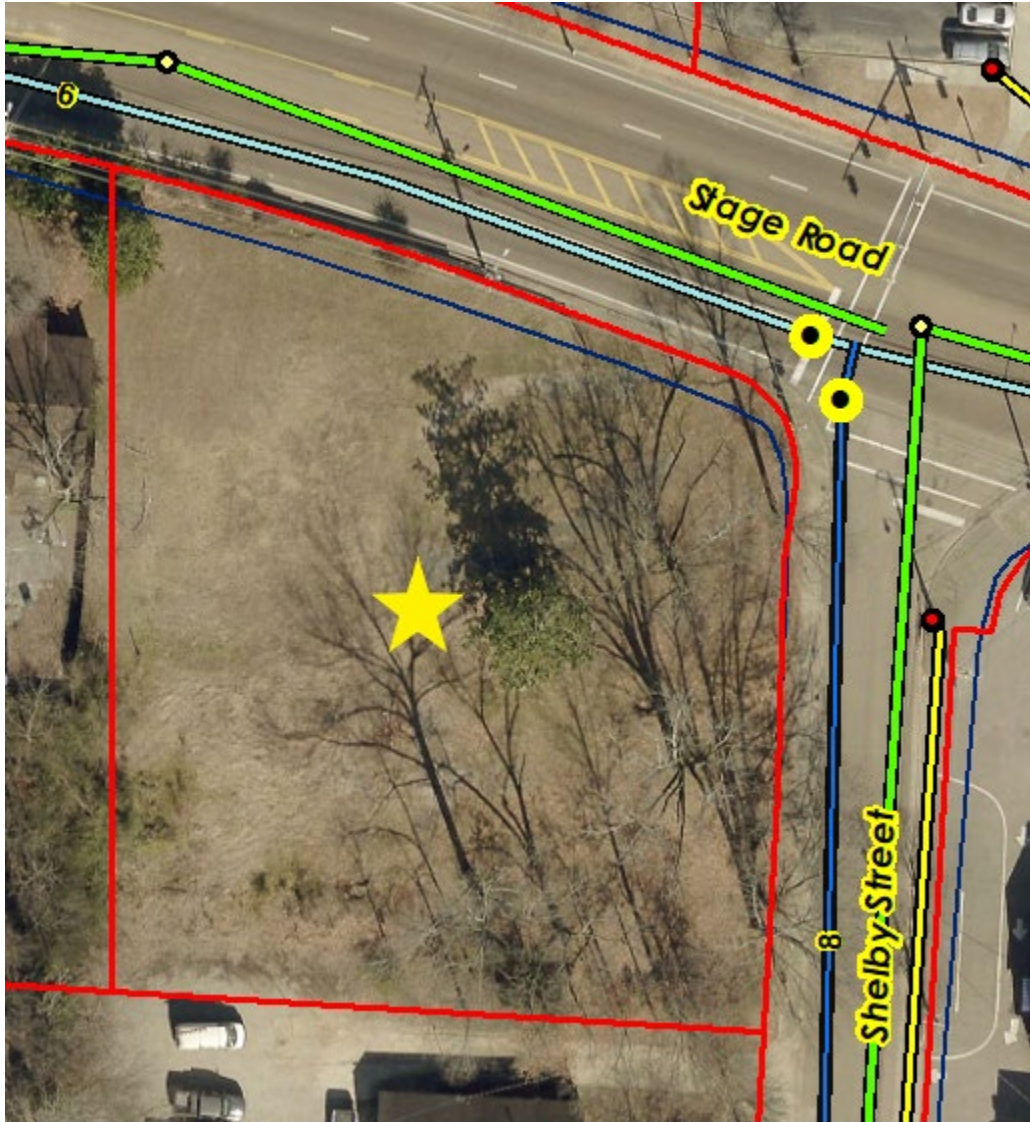
Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Commercial site contract for Lopez Grill.

LOCATION MAP



Attachment: LOCATION MAP (3285 : Site Plan Contract for Lopez Grill)

SITE PLAN CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and GUSTAVO LOPEZ, hereinafter referred to as the
DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
April 5, 2021, approved the Subdivision and Site Plans for LOPEZ GRILL, and established
certain conditions for approval of this Site Plan Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to
specify those detailed costs, division of responsibilities and maintenance and other conditions in
addition to the Subdivision Regulations and the Site Plan, Grading, Sanitary Sewer and Erosion
Control Plans heretofore approved, according to Law by the CITY PLANNING COMMISSION,
said additional terms not to be considered as a variance from or modification to regulations, plans
or plat, as approved on the date of execution; and

WHEREAS, this Site Plan Contract is entered into by the CITY
at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall
remain fully responsible for specific compliance with the requirements of the Subdivision
Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, Sanitary Sewer
and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to
review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the
parties herein contained, and other considerations herein recited, it is agreed and understood as

follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, Sanitary Sewer and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter

accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY BOARD OF MAYOR AND ALDERMEN.

8. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

9. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved

Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

11. That the DEVELOPER understands that transfer of said property without providing the notice

of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is

noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY

OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

5. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all grading and erosion control improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for 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. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.
4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended

for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN.

Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

Attachment: Lopez Grill Contract 2023-3-21 (3285 : Site Plan Contract for Lopez Grill)

VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY
TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE
DETAILED FOR: **LOPEZ GRILL**

I. Due at Execution of Subdivision and Site Plan Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$21,000.00)	<u>\$3,150.00</u>
2.	a. 'Water System Engineering and Subdivision Review @) 6% of Water Main Cost \$21,000.00	<u>\$1,260.00</u>
	b. Subdivision and Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175 x 1 = \$ 175.00 1.5% of \$68,360.00 \$1,025.40	<u>\$1,025.40</u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) Minimum charge of \$25 per contract \$10.00 implies \$10.00 \$25.00 implies \$25.00	<u>\$25.00</u>
4	Water Connection Fee @ \$3,000.00 per service (1) Domestic, (1) Irrigation 2	<u>\$6,000.00</u>
5	City Site Plan Inspection @ A: 3% of Development Cost \$2,050.80 or B: \$300.00 per Lot, \$300.00 Whichever is greater Development Cost = \$68,360.00	<u>\$2,050.80</u>
6	Cost of Water and Sewer Mains to the Subdivision SEWER BASIN: SOUTH	
7	Sewer Connection Charge at Greater of either @ \$2333 per acre 0.8 Acres (Total Site) \$ 1,866.40 \$1,866.40 (or) \$33 per Front Foot x 200' \$6,600.00	<u>\$6,600.00</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for area not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	ac	N/A
	b. 'Drainage Control Fee for area served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	.64 Acres Detained		<u>\$500.00</u>
9	City portion of Water Improvements		N/A
TOTAL DUE CITY			\$20,611.20

II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$	-
2. Street Light (Estimated)	\$	-
TOTAL DUE II	<u>\$</u>	<u>-</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$68,360.00

Attachment: Lopez Grill Contract 2023-3-21 (3285 : Site Plan Contract for Lopez Grill)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

DAVID PARSONS
MAYOR, CITY OF BARTLETT

DEVELOPER:
GUSTAVO LOPEZ

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/28/23 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for January 2023.



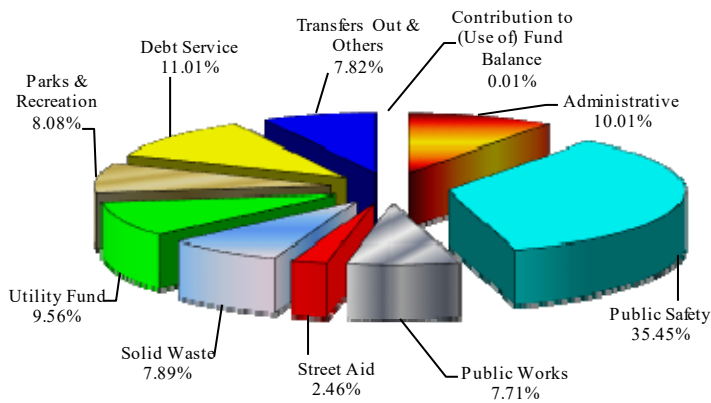
City of Bartlett

FINANCIAL REPORT

January 31, 2022

Total Expenditures, FY 2023 Budget: \$92,054,808

WHERE THE \$ GOES (Does not include School)

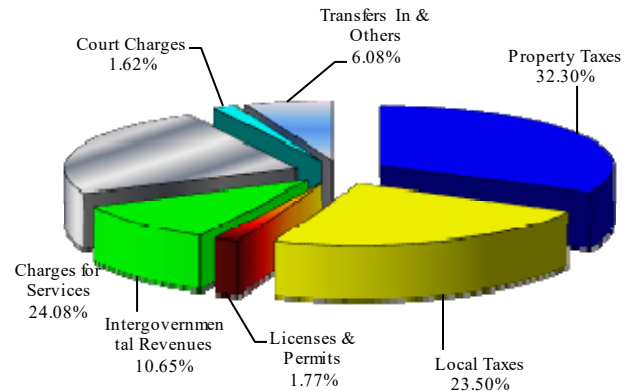


BUDGET HIGHLIGHTS

- June 30, 2022 year-to-date actual is audited.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2021 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2023 Budget: \$92,054,808

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



FY 2023 YEAR-TO-DATE For The Period Ending January 31, 2023

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,505,009	\$ 4,297,330
Public Safety	32,193,764	19,484,867
Public Works	6,967,139	3,865,428
Parks and Recreation	6,661,221	4,234,157
Performing Arts	777,765	453,928
Transfers & Other Gen. Fund Items	6,389,019	5,901,019
Subtotal	\$ 61,493,917	\$ 38,236,728
General Fund Revenues		
Property Taxes	\$ 29,731,000	\$ 19,324,123
Local Taxes	17,178,430	7,214,562
Building and Development Fees	1,626,200	907,618
Intergovernmental	7,654,000	3,297,063
Charges for Services	3,745,960	2,464,032
Court Charges	1,258,000	764,275
Other Revenue	300,327	330,801
Subtotal	\$ 61,493,917	\$ 34,302,475
Special Rev. Funds-Expenditures	\$ 11,024,872	\$ 6,866,940
Special Rev. Funds-Revenues	\$ 11,024,872	\$ 7,707,581
Utility Expenses	\$ 10,365,019	\$ 4,953,031
Utility Revenues	\$ 10,365,019	\$ 6,254,046
Debt Service Expenditures	\$ 9,171,000	\$ 7,286,454
Debt Service Revenues	\$ 9,171,000	\$ 6,552,572
Total Expenditures	\$ 92,054,808	\$ 57,343,153
Total Revenues	\$ 92,054,808	\$ 54,816,673

Note: FY 2023 Adopted Budget includes use of fund balance in the Special Revenue Funds.

Attachment: Jan23FinRpt (3284 : Treasurer's Report for January 2023)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending January 31, 2023

	FY 2022 Actual	FY 2023 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2022	Year-to-Date Actual FY 2023	Increase/ Decrease in \$	Percent of FY 2022 Actual	Percent of FY 2023 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,062,728	\$ 8,505,009	\$ 1,442,281	\$ 4,039,366	\$ 4,297,330	\$ 257,964	57.19%	50.53%	-6.67%
Public Safety	30,777,032	32,193,764	1,416,732	18,137,884	19,484,867	1,346,983	58.93%	60.52%	1.59%
Public Works	5,986,620	6,967,139	980,519	3,282,667	3,865,428	582,761	54.83%	55.48%	0.65%
Parks and Recreation	6,698,298	6,661,221	(37,077)	3,703,107	4,234,157	531,050	55.28%	63.56%	8.28%
Performing Arts	731,876	777,765	45,889	410,217	453,928	43,711	56.05%	58.36%	2.31%
Transfers & Other Gen. Fund Items	9,161,033	6,389,019	(2,772,014)	6,901,019	5,901,019	(1,000,000)	75.33%	92.36%	17.03%
Total General Fund Expenditures	\$ 60,417,587	\$ 61,493,917	\$ 1,076,330	\$ 36,474,260	\$ 38,236,728	\$ 1,762,469	60.37%	62.18%	1.81%
General Fund Revenues									
Property Taxes	\$ 29,671,002	\$ 29,731,000	\$ 59,998	\$ 20,842,688	\$ 19,324,123	\$ (1,518,565)	70.25%	65.00%	-5.25%
Local Taxes	16,586,268	17,178,430	592,162	6,719,381	7,214,562	495,181	40.51%	42.00%	1.49%
Building and Development Fees	1,632,022	1,626,200	(5,822)	841,561	907,618	66,057	51.57%	55.81%	4.25%
Intergovernmental	7,611,046	7,654,000	42,954	3,101,781	3,297,063	195,281	40.75%	43.08%	2.32%
Charges for Services	4,001,941	3,745,960	(255,981)	2,023,289	2,464,032	440,743	50.56%	65.78%	15.22%
Court Charges	1,351,432	1,258,000	(93,432)	718,249	764,275	46,026	53.15%	60.75%	7.61%
Other Revenue	1,128,797	300,327	(828,470)	836,583	330,801	(505,782)	74.11%	110.15%	36.03%
Total General Fund Revenues	\$ 61,982,507	\$ 61,493,917	\$ (488,590)	\$ 35,083,533	\$ 34,302,475	\$ (781,058)	56.60%	55.78%	-0.82%
Special Revenue Funds									
Street Aid Fund	\$ 2,389,204	\$ 2,260,000	\$ (129,204)	\$ 1,561,313	\$ 798,578	\$ (762,734)	65.35%	35.34%	-30.01%
Solid Waste Fund	6,803,184	7,323,166	519,983	3,711,828	3,594,947	(116,882)	54.56%	49.09%	-5.47%
General Improvement Fund	733,947	877,050	143,103	353,084	484,684	131,600	48.11%	55.26%	7.16%
Drug Enforcement Fund	322,685	297,000	(25,685)	74,137	71,407	(2,730)	22.97%	24.04%	1.07%
DEA Enforcement Fund	164,685	125,000	(39,685)	163,740	3,058	(160,683)	99.43%	2.45%	-96.98%
Drainage Control Fund	116,228	129,656	13,428	66,859	69,138	2,279	57.52%	53.32%	-4.20%
Park Improvement Fund	150,000	0	(150,000)	7,921	0	(7,921)	0.00%	0.00%	0.00%
E-Citation Fund	17,620	13,000	(4,620)	3,166	0	(3,166)	0.00%	0.00%	0.00%
Grant Funds	6,947,500	0	(6,947,500)	3,615,896	1,845,128	(1,770,768)	52.05%	0.00%	-52.05%
Special Revenue Funds - Expenditures	\$ 17,645,053	\$ 11,024,872	\$ (6,620,180)	\$ 9,557,945	\$ 6,866,940	\$ (2,691,005)	54.17%	62.29%	8.12%
Special Revenue Funds - Revenues	\$ 16,570,143	\$ 11,024,872	\$ (5,545,271)	\$ 9,715,050	\$ 7,707,581	\$ (2,007,468)	58.63%	69.91%	11.28%
Utility Fund									
Total Utility Operations	\$ 7,539,977	\$ 9,381,516	\$ 1,841,539	\$ 4,387,921	\$ 4,121,926	\$ (265,996)	58.20%	43.94%	-14.26%
Total Utility Debt Expenses	1,170,856	983,503	(187,353)	1,075,925	831,105	(244,820)	91.89%	84.50%	-7.39%
Total Utility Expenses	\$ 8,710,833	\$ 10,365,019	\$ 1,654,186	\$ 5,463,846	\$ 4,953,031	\$ (510,816)	62.72%	47.79%	-14.94%
Total Utility Revenues	\$ 10,407,936	\$ 10,365,019	\$ (42,917)	\$ 5,927,425	\$ 6,254,046	\$ 326,620	56.95%	60.34%	3.39%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,426,930	\$ 9,171,000	\$ (255,930)	\$ 7,650,701	\$ 7,286,454	\$ (364,247)	81.16%	79.45%	-1.71%
Total Debt Service Revenues	\$ 10,032,224	\$ 9,171,000	\$ (861,224)	\$ 7,420,269	\$ 6,552,572	\$ (867,697)	73.96%	71.45%	-2.52%
Total Expenditures	\$ 96,200,402	\$ 92,054,808	\$ (4,145,594)	\$ 59,146,752	\$ 57,343,153	\$ (1,803,599)	61.48%	62.29%	0.81%
Total Revenues	\$ 98,992,811	\$ 92,054,808	\$ (6,938,003)	\$ 58,146,277	\$ 54,816,673	\$ (3,329,604)	58.74%	59.55%	0.81%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/28/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Professional fee proposal for one-year extension of audit contract with Watkins Uiberall, PLLC with option to renew for two additional years.

Recommend accepting the proposed fee schedule for a one-year contract extension to audit FY23 financial records of the City of Bartlett, the Bartlett Pension Fund and Bartlett City Schools from Watkins Uiberall, PLLC. Total fees proposed are \$161,000.00 for FY23. Option to renew for additional two years for \$169,000.00 in FY24 and \$176,500.00 in FY25. Watkins Uiberall, PLLC will bill Bartlett Municipal School system for the school portion of the audit fees. Bartlett School Activity Funds will be a separate audit contract between the Bartlett Board of Education and Watkins Uiberall, PLLC. Funds are available in Account 110.41300.175.



Watkins Uiberall, PLLC

 1661 Aaron Brenner Drive - Suite 300
 Memphis, Tennessee 38120
 901.761.2720 • Fax: 901.683.1120

 417 West Main Street - Suite 100
 Tupelo, Mississippi 38804
 662.269.4014 • Fax: 662.269.4016

www.wucpas.com

February 24, 2023

Mr. Dick Phebus
 Director of Finance, Bartlett Tennessee
 6400 Stage Road
 City of Bartlett, Tennessee 38134

Mr. Phebus,

Per our discussion, we would like to request a three-year extension of our contract to perform audit services for the City of Bartlett. The following table outlines the current fees for FY22 and the proposed fees for FY23 to FY25:

	Current FY22	Proposed		
		FY23	FY24	FY25
City of Bartlett audited financials	\$ 70,000	\$ 78,000	\$ 83,000	\$ 87,000
City of Bartlett Single Audit **	9,500	10,500	11,000	11,500
Bartlett Schools Education Fund	46,500	52,000	54,000	56,500
Bartlett Schools Single Audit **	9,500	10,500	11,000	11,500
	<u>\$ 135,500</u>	<u>\$ 151,000</u>	<u>\$ 159,000</u>	<u>\$ 166,500</u>
Bartlett Pension Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Bartlett School Activity Funds	\$ 36,000	\$ 42,000	\$ 44,000	\$ 46,500
Grand total of all contracts	<u>\$ 181,500</u>	<u>\$ 203,000</u>	<u>\$ 213,000</u>	<u>\$ 223,000</u>

**** Additional billings may be incurred for new major federal programs required to be tested.**

Note: Fees to meet the new State online filing requirements will be agreed upon once a reasonable estimate of the time required is established.

\$ Increase	\$ 21,500	\$ 10,000	\$ 10,000
% Increase	12%	5%	5%

The public accounting industry is experiencing a significant challenge in recruiting and retaining qualified personnel while facing a decline in eligible accounting graduates. Due to the fierce competition with private industry, we have incurred significant increases in personnel costs to attract and retain the talent required to service our client base. We believe our proposed fees are fair and reasonable. Please feel free to contact me with any questions. Your consideration in this matter is greatly appreciated.

Sincerely,

Jeffrey L. Thomason, CPA
 Managing Partner

Attachment: Watkins 3Yr Proposal 2_24_23 (3279 : ACFR Audit Fees)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3283)

Meeting: 03/28/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3283

Resolution 03-23, a resolution to amend the Fiscal Year 2023 General Fund Budget to appropriate \$103,200.00 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2022 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of \$103,200.00 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2023 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2023 General Fund budget is amended to appropriate \$103,200.00 in revenues and expenditures for the 2022 Peace Officer Supplement Pay for police personnel.

Adopted this day of March 28, 2023

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Tenn. Code § 38-8-111

[Download PDF](#)

Current through 2021-2022, ch. 1146

Section 38-8-111 - In-service training - Cash supplements

(a)

(1) An eligible local unit of government that requires all police officers to complete an in-service training course each calendar year appropriate to the officer's rank and responsibility and the size and location of the officer's department, of at least forty (40) hours duration at a school certified or recognized by the commission, is entitled to receive a pay supplement of eight hundred dollars (\$800) for any one (1) officer in any one (1) year, from the commission, to be paid to each officer, in addition to the officer's regular salary. Police officers are eligible for the pay supplement upon successful completion of forty (40) hours of the in-service training.

(2) An officer who has not completed eight (8) months of full-time service during the calendar year is not eligible to receive the salary supplement, except in the case of death of the officer, retirement, or medical disability. Upon submission of proper documentation by an officer, the commission shall include time spent in active military service when calculating the required eight (8) months of full-time service.

(3) Notwithstanding any other law, rule or regulation to the contrary, any police officer who served or serves on active duty in the armed forces of the United States during Operation Enduring Freedom, or any other period of armed conflict prescribed by presidential proclamation or federal law that occurs following the period involving Operation Enduring Freedom, shall receive the cash salary supplement provided

- (4) If an officer does not complete the in-service training program required by this section due to the death of the officer while in the line of duty, as determined pursuant to § 7-51-210, then the officer's designated beneficiary shall receive the cash salary supplement provided pursuant to this section despite the failure to complete the required in-service training.
- (b) Commission funds made available under subsection (a) to local units shall be received, held and expended in accordance with subsections (a)-(c), including the rules and regulations issued by the commission, and the following specific restrictions:
- (1) Funds provided shall be used only as a cash salary supplement to police officers;
- (2) Each police officer shall be entitled to receive the state supplement that the officer's qualifications brought to the local unit;
- (3) Funds provided shall not be used to supplant existing salaries or as substitutes for normal salary increases periodically due to police officers; and
- (4) The cash salary supplement shall be considered as a bonus for the successful completion of training and shall not be considered as salary for subsequent years' determination of supplement or retirement purposes.
- (c) No funds shall be expended under subsections (a)-(c) unless such funds are specifically appropriated for the purposes set forth in subsections (a) and (b).
- (d) Any municipality or county legislative body may by resolution choose, by a two-thirds (2/3) vote of its entire membership, to establish an in-service training program together with a cash supplement for certified correction officers employed by the municipality or by the county. This program shall be separate from those programs operating pursuant to subsections (a)-(c). Each participating municipality or county shall establish criteria and rules and regulations governing its own program.
- (e)
- (1) If the certification of any police officer is revoked on the grounds that such officer supplied or acquiesced in false information being supplied to the commission regarding the officer's eligibility for certification, then the officer shall be

within sixty (60) days of the revocation of the certification, the commission may sue to recover the amount of the supplement in the appropriate circuit court.

(2) The commission may, in addition to or in lieu of any other lawful action, withhold the next pay supplement due an officer certified under this part if the officer certified under this part fails to notify the executive secretary of the commission of an arrest as prescribed in § 38-8-126(a)(1).

(f)

(1) All sheriffs shall complete annual in-service training as set forth in this subsection (f) and shall receive cash salary supplements as provided by the commission for police officers. The commission shall apply the terms and conditions of this chapter to any sheriff with the exceptions contained in this subsection (f), and in performing its duties, the commission shall recognize the sheriff is an elected official without any employing agency.

(2) Sheriffs successfully completing the annual training shall receive cash salary supplements in the same manner and under the same conditions as set forth in this part for police officers, except that the commission shall make the funds for salary supplements available to the appropriate counties for payment to sheriffs.

(3) The commission shall issue to any sheriff successfully completing recruit training, or possessing its equivalency, and completing continuing annual training, a sheriff's certificate of compliance in the manner in which it issues police officers' certificates of compliance. A sheriff already holding any certificate of compliance from the commission may request the commission to recognize such sheriff's certification. A sheriff receiving a certificate of compliance has a continuing duty to meet all requirements as set forth in this section and § 8-8-102. In the event a person holding a police officer's certificate of compliance assumes the office of sheriff, the commission shall substitute for the police officer certificate, a sheriff's certificate of compliance.

(g) The Tennessee peace officer standards and training commission is authorized to carry out the provisions of § 8-4-115.

Amended by 2016 Tenn. Acts, ch. 530, s 2, eff. 2/1/2016.

Acts 1981, ch. 455, § 11; T.C.A., § 38-11-111; Acts 1987, ch. 374, § 1;
1990, ch. 817, § 1; 1992, ch. 600, § 1; 1993, ch. 374, § 4; 1997, ch. 440,
§§ 1-3; 1997, ch. 502, § 6; 2003, ch. 289, § 2; 2007, ch. 567, § 3.

Previous Section

[Section 38-8-110 - Application of chapter](#)

Next Section

[Section 38-8-112 - Courses on use of citations in lieu of arrest - Domestic violence training - Procedures to respond to persons with mental illness](#)

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3025 LEBANON PIKE
NASHVILLE, TENNESSEE 37214-2217
TELEPHONE (615) 741-4461
FAX (615) 532-0502

TO: All Law Enforcement Agencies
Required to Comply with POST Minimum Standards

FROM: William N. Kain, Executive Secretary

DATE: December 12, 2022

SUBJECT: Salary Supplement for Calendar Year 2022

[illegible]

Throughout the year we have received applications for certification and the supporting documentation on new officers employed with your agency, change of status forms on officers leaving your agency, and the annual in-service training records and firearms qualification scores required on all officers assigned to your agency. These documents will be used to verify each officer's eligibility for salary supplement pay.

Timely issuance of the salary supplement checks will depend upon your agency providing complete information. The POST Commission administrative staff will be reviewing all salary supplement request claims and processing the documentation for issuance of supplemental paychecks. **Please review the instructions carefully and be sure to include officer's full name, POST- PSID number and last four of their social security number.**

You will note on the instruction sheet that the deadline for submission of your salary supplement roster and request to POST is January 17, 2023. Failure to file by this date and have all issues cleared by May 20, 2023, will adversely affect the payment to your agency. POST is mandated to close out POST salary supplement by June 30, 2023. Any request after June 30, 2023, will be denied.

If you have questions, do not hesitate to call us for assistance, and as always, we appreciate your cooperation with the POST Commission in our effort to serve all law enforcement.

**INSTRUCTIONS FOR COMPLETING THE ATTACHED 2022 SALARY SUPPLEMENT REQUEST
VERIFICATION FORM AND THE 2022 SALARY SUPPLEMENT REPORTING ROSTER.**

1. The original Salary Supplement Roster, and the Request for Payment are enclosed.
2. The original copy of the Salary Supplement Reporting Roster, and the Request Verification Form must be returned to the POST Commission office NO LATER THAN JANUARY 17, 2023, BUT NOT BEFORE JANUARY 1, 2023. The 2022 Salary supplement reporting Roster must be signed by the Sheriff or the Chief of Police.
3. The Salary Supplement Reporting Roster must be accompanied by the Salary Supplement Request form. The Salary Supplement Request form must be signed by the Chief Administrative Official (City or County, Mayor, County Executive, etc). The Chief of Police or Sheriff does not sign this form.
4. Before a claim is paid, all in-service training records must be complete. *All Applications for Certification and Acadis Portal updates must also be current.*
5. LIST ALL ELIGIBLE OFFICERS' NAMES (LAST, FIRST, MIDDLE) ALPHABETICALLY, THEIR POST PSID NUMBER, AND THE LAST FOUR DIGITS OF THEIR SOCIAL SECURITY NUMBER ON THE SALARY SUPPLEMENT ROSTER. LIST ANY AND ALL INELIGIBLE OFFICERS AT THE END OF THE ROSTER. PLEASE LIST LEGAL NAMES ONLY (NO NICKNAMES OR SHORTENED VERSION OF NAME). An ACADIS PORTAL SUBMISSION SHOULD BE SUBMITTED FOR ANY NAME CHANGE.

ELIGIBILITY: All POST certified, full-time commissioned law enforcement officers who have complied with minimum standards as follows:

1. Successfully completed the annual in-service training and firearms qualifications.
2. Completed eight (8) months of employment in a full-time law enforcement status during the calendar year 2022, with the following exceptions - in-service has to have been completed.

(a) Death of Officer
(b) Retirement
(c) Medical Disability
(d) Military Leave

INELIGIBILITY: All full-time commissioned law enforcement officers who have not fully complied with minimum standards as follows:

1. Officers who scored below 75% on the in-service training test or firearms qualification.
2. New officers who have not yet attended basic training.
3. Full-time uncertified exempt officers. *These officers must attend in-service training and should be listed at the end of the roster as ineligible.*
4. Officers who have been terminated for cause or decertified during the calendar year 2022.
5. Officers who transferred from your agency to another agency. These officers will be paid through the department they are employed with on December 31, 2022, if they are eligible.
6. Officers who transferred to Tennessee State Agencies (including TN Highway Patrol) should not be listed as eligible unless they have completed eight (8) months of full-time service and completed all in-service training.
7. Officers who completed Basic Police School or are certified during calendar year 2022 are NOT eligible for payment and must be listed at the end of the roster and marked ineligible.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3282)

Meeting: 03/28/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3282

Resolution 04-23, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund, School Nutrition Fund and Education Capital Projects Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City Board of Education, using Resolution 10-4, has approved a budget amendment on February 22, 2023, which approves the planned use of General Purpose School Fund and School Nutrition Fund balances to increase expenditures in the General Fund, Nutrition Fund and Education Capital Projects Special Revenue Funds. Funds are provided for these increased expenditures from a budgeted use of General Purpose School Fund Balance of \$1,455,000 and budgeted use of School Nutrition Fund Balance of \$670,000; and

WHEREAS, resolution 10-4 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendment itemized in resolution 10-4 to the FY2023 General Purpose School Fund, School Nutrition Fund and Education Capital Projects Fund of the Bartlett City Board of Education is approved.

Adopted this day of March 28, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 10-4

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2022-2023 FISCAL YEAR GENERAL PURPOSE FUND, SCHOOL NUTRITION FUND, AND EDUCATION CAPITAL PROJECTS FUND BUDGETS OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the School Nutrition Fund Budget for the 2022-2023 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts and within the following grants referenced below:

2022-23 GENERAL PURPOSE FUND BUDGET FUND BALANCE:		\$37,306,570.99
General Purpose Fund Balance is amended in the following category:		
141-34555-00000-000-0000-0000 Fund Balance is amended from \$37,306,570 to \$35,851,570.99		(\$1,455,000.00)
Amended General Purpose Fund Balance		\$35,851,570.99
2022-23 GENERAL PURPOSE FUND BUDGET REVENUES		\$90,494,065.00
Revenues are not amended		
2022-23 GENERAL PURPOSE FUND BUDGET EXPENDITURES		\$92,494,065.00
Expenditures are amended in the following categories:		

141-71100-44900-310-9999-0000 Textbooks is amended from \$91,350.00 to \$1,491,350		\$1,400,000.00
Amended 2022-23 General Purpose Fund Budget Expenditures		\$93,894,065.00
2022-23 SCHOOL NUTRITION FUND BUDGET FUND BALANCE		\$2,009,874.50
School Nutrition Fund Balance is amended in the following category:		
143-39000-00000-000-0000-0000 Fund Balance is amended from \$2,009,874.50 to \$1,339,874.50		(\$670,000)
Amended 2022-23 School Nutrition Fund Budget Fund Balance		\$1,339,874.50
2022-23 SCHOOL NUTRITION FUND BUDGET REVENUES		\$3,688,534.00
Revenues are not amended		
2022-23 SCHOOL NUTRITION FUND BUDGET EXPENDITURES		\$3,663,534.00
Expenditures are amended in the following categories:		
143-73100-42200-420-9999-0000 School Nutrition Fund – Food Service – Food Supplies is amended from \$808,988.00 to \$1,358,988.00		\$550,000
143-73100-20700-420-9999-0000 School Nutrition Fund – Food Service – Medical insurance is amended from \$125,000 to \$145,000		\$20,000
143-73100-710000-420-9999-0000 School Nutrition Fund – Food Service – Food Service Equipment is amended from \$85,000 to \$185,000		\$100,000
Amended 2022-23 School Nutrition Fund Budget Expenditures		\$4,333,534.00
2022-23 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES		\$5,106,547.36
Revenues are amended in the following category:		
177-49800-00000-000-0000-5550 Education Capital Projects – Transfer In from General Fund – Oak Elementary Roof Top Units is amended from \$0 to \$55,000		\$55,000
Amended 2022-23 Education Capital Projects Fund Budget Revenues		\$5,161,547.36
2022-23 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES		\$5,106,547.36
Expenditures are amended in the following categories:		

Attachment: 10-4 Gen Fund School Nutrition Capital and Fund Balance (3282 : Res. 4-23 School Amendment 10-4)

177-91300-32100-000-0000-5550 Education Capital Projects – Oak Elementary Roof Top Units Engineering Services is amended from \$0 to \$2,000.00		\$2,000.00
177-91300-71200-000-0000-5550 Education Capital Projects – Oak Elementary Heating and Air Equipment is amended from \$0 to \$53,000		\$53,000
Amended 2022-23 Education Capital Projects Fund Budget Expenditures		\$5,161,547.36

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective February 23, 2023 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of February, 2023.

D. Bryan Woodruff, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: March 28, 2023

FROM: Dick Phebus, Finance Director

SUBJECT: Request to approve General Purpose School Fund amendment 10-4 adopted by Bartlett City Board of Education on February 24, 2023

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve General Purpose School amendments for General Fund, School Nutrition Fund and Education Capital Projects Fund.

BACKGROUND: The City of Bartlett Board of Mayor and Aldermen are required to approve the annual City Schools Budget and any budget amendments during the fiscal year.

Bartlett City School Board approved resolution 10-4 on February 24, 2023. Here are the highlights:

The School General Fund amendment for \$1.4M is a planned use of Fund Balance for K-12 Math Textbooks for FY24. All public school districts across the State adopted new math textbooks this year and TDOE has encouraged districts to order early because of extended lead times and possible shipping delays. Because this is a new textbook, the district needs to receive the materials by the end of June for professional development/training slated for July with all Math teachers.

The School Nutrition amendment is a planned use of School Nutrition Fund Balance of \$670,000. The cost of food continues to escalate, and vendors are not honoring their bids. The district needs additional funds to purchase food for the remainder of the school year. To retain workers, the district had to move some of their 4.5 hrs./day workers to 6.5 hrs./day which made those workers eligible for our medical insurance plan, so the Board is also using \$20,000 to cover additional medical insurance costs. Finally, the district is using \$100,000 to replace failing kitchen equipment at several schools. The equipment includes three (3) double ovens, four (4) reach-in coolers, one 4-bay serving line and one double stack steamer.

The Education Capital Projects Fund amendment is a planned use of School General Fund Balance of \$55,000 to replace the Rooftop units at Oak Elementary School.

DISCUSSION: The Board of Mayor and Aldermen should approve School Board Resolution 10-4 to comply with proper budget procedures required by State law and the Tennessee Comptroller's office.

BUDGET IMPACT: There is no impact on the City of Bartlett FY23 budget or expenditures.

PROPOSED MOTION: To approve City School Board resolution 10-4 as presented.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3286)

Meeting: 03/28/23 06:00 PM

Department: Personnel

Category: Policy

Prepared By: Penny Medlock

Initiator: Ted Archdeacon

Sponsors:

DOC ID: 3286

Resolution 05-23, a resolution to establish an updated Occupational Safety and Health Program Plan, devise rules and regulations, and to provide for a Health and Safety Officer and the implementation of such program plan.

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Bartlett hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION I. **BE IT RESOLVED** by the Board of Mayor and Aldermen for the City of Bartlett that there be and is hereby amended as follows:

TITLE: This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the City of Bartlett.

PURPOSE:

The City of Bartlett in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.
- 7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the City of Bartlett shall apply to all employees of each administrative department, commission, board, division, or other agency whether part- time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the City of Bartlett are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, the Health and Safety Officer is designated as the Safety Officer of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Health and Safety Officer shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of

Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the City of Bartlett.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of Bartlett requiring it.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

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

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I. PURPOSE AND COVERAGE

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

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

The City of Bartlett in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

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

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means the City of Bartlett and includes each administrative department, board, commission, division, or other agency of the City of Bartlett.
- c. HEALTH AND SAFETY OFFICER means the person designated by the establishing ordinance, resolution or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of the City of Bartlett.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Health and Safety Officer of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Health and Safety Officer.

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

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

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

III. EMPLOYER'S RIGHTS AND DUTIES

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

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employer's place(s) of business. Employer shall assist the

Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

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

IV. EMPLOYEE'S RIGHTS AND DUTIES

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

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

- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Health and Safety Officer within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Health and Safety Officer is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Health and Safety Officer may designate person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 - 2. The Health and Safety Officer may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Health and Safety Officer.
 - 3. The Health and Safety Officer shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 - 4. The Health and Safety Officer may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 - 5. The Health and Safety Officer shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 - 6. The Health and Safety Officer shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 - 7. The Health and Safety Officer shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 - 8. The Health and Safety Officer shall maintain or cause to be maintained records required under Section VIII of this plan.
 - 9. **The Health and Safety Officer shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
 - 1. The administrative or operational head shall follow the directions of the Health and Safety Officer on all issues involving occupational safety and health of employees as set forth in this plan.
 - 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Health and Safety Officer within the abatement period.
 - 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 - 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Health and Safety Officer along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

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

VII. VARIANCE PROCEDURE

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

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

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer:
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year,

whichever is shorter.

- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

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

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

IX. EMPLOYEE COMPLAINT PROCEDURE

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

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Health and Safety Officer will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Health and Safety Officer will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Health and Safety Officer and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Health and Safety Officer who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Health and Safety Officer and/or Compliance Inspector(s):

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

b. All Employees (including supervisory personnel):

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

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocution; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space

shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

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

- a. In order to carry out the purposes of this Ordinance, the Health and Safety Officer and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Health and Safety Officer or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Health and Safety Officer or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. .. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.

- h. The Health and Safety Officer need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Health and Safety Officer.
 - 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Health and Safety Officer.
- i. The Health and Safety Officer shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 - 1. The Health and Safety Officer shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 - 2. If the alleged imminent danger situation is determined to have merit by the Health and Safety Officer, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Health and Safety Officer or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Health and Safety Officer or Compliance Inspector and to the mutual satisfaction of all parties involved.
 - 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 - 6. A written report shall be made by or to the Health and Safety Officer describing in detail the imminent danger and its abatement. This report will be maintained by the Health and Safety Officer in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 - 1. Any refusal to abate an imminent danger situation shall be reported to the Health and Safety Officer and Chief Executive Officer immediately.
 - 2. The Health and Safety Officer and/or Chief Executive Officer shall take whatever action may be

necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

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

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Health and Safety Officer pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or

when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

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

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

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

Signature: Health and Safety Officer and Date

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

TOTAL NUMBER OF EMPLOYEES: 1776

Organizational Chart / Work Locations

Work Location – Name	Address	Contact Person	Phone #	# Employees
City Hall - Personnel, Finance, Information Technology, City Clerk, Mayor' Office, Legislative Board	6400 Stage Rd. Bartlett, TN 38134	Louise Horton	901-385-5545	35
Code Enforcement	6382 Stage Road Bartlett, TN 38134	Trey Arthur	901-385-6425	14
Planning	6382 Stage Rd. Bartlett, TN 38134	Kim Taylor	901-385-6417	4
City Court	3730 Appling Rd. Bartlett, TN 38133	Bill Lloyd	901-385-5580	12
Bartlett Justice Center –Police Admin., Patrol, Jail, Dispatch, TFO's, Detectives, Support Staff, SRO's, Crossing Guards	3730 Appling Rd. Bartlett, TN 38133	Jeff Cox	901-385-5560	189
Bartlett Station Municipal Center - West Precinct – Police – Narcotics, Video Production, Traffic Lt., Crime Suppression	5868 Stage Rd. Bartlett, TN 38134	Jeff Cox	901-385-5560	13
Director of Community Relations	5868 Stage Rd. Bartlett, TN 38134	Debbie Gelineau	901-385-5589	1
Information Technology	5868 Stage Rd. Bartlett, TN 38134	Kevin Franz	901-385-6464	3
TOTAL				271

Organizational Chart / Work Locations

Work Location - Name	Address	Contact Person	Phone #	# Employees
Engineering Department	6382 Stage Rd. Bartlett, TN 38134	Erin Campbell	901-385-6499	11
Water Plant #1	3585 Altruria Rd. Bartlett, TN 38134	James Brown	901-385-6406	1
Water Plant #2	5727 Woodlawn Bartlett, TN 38134	James Brown	901-385-6406	1
Water Plant #3	3183 N. Germantown Rd. Bartlett, TN 38133	James Brown	901-385-6406	2
Water Plant #4	4751 Ardie Rd. Arlington, TN 38002	James Brown	901-385-6406	1
Waste Water Treatment Plant	5258 Shelter Run Ln. Arlington, TN 38002	Larry Gamblin	901-385-6450	4
TOTAL				20

Attachment: Safety Plan 2023 (3286 : Res. 5-23 TOSHA Safety Plan)

Organizational Chart / Work Locations

Work Location – Name	Address	Contact Person	Phone #	# Employees
Fire Department Admin	2939 Altruria		901.385.5536	6
Fire Station 1	2939 Altruria		901.385.3323	21
Fire Station 2	5996 Memphis-Arlington		901.385.5546	18
Fire Station 3	7855 Memphis-Arlington		901.385.6412	19
Fire Station 4	6875 Old Brownsville		901.385.6445	21
Fire Station 5	3725 Brunswick		901.385.2626	21
TOTAL				106

Organizational Chart / Work Locations

Work Location - Name	Address	Contact Person	Phone #	# Employees
Parks and Recreation Administration	5868 Stage Rd. Bartlett, TN 38134	Shan Criswell, Director	901-385-5590	4
Bartlett Recreation Center	7700 Flaherty Place Bartlett, TN 38133	Michael Goldberg, Facility Manager	901-385-6498	63
Senior Center	5745 Woodlawn Bartlett, TN 38134	Candace Ward, Facility Manager	901-385-6439	7
Singleton Community Center	7266 Third St. Bartlett, TN 38135	Cassi Montoya, Facility Manager	901-385-5593	24
Parks & Recreation Athletics	7266 Third Rd. Bartlett, TN 38135	Keith Richardson, Division Manager	901-385-5592	73
Parks Maintenance Shop	3179 N. Germantown Rd. 38133	James Draffin, Division Manager	901-385-5581	19
Bartlett Station Municipal Center	5868 Stage Rd. Bartlett, TN 38134	Ashley Mellinger, Facility Manager	901-380-4771	12
TOTAL				202

Attachment: Safety Plan 2023 (3286 : Res. 5-23 TOSHA Safety Plan)

Organizational Chart / Work Locations

Work Location - Name	Address	Contact Person	Phone #	# Employees
Public Works	3585 Altruria Rd.	Admin. Office Matt Crenshaw Director	901-385-5570	4
General Services	3583 Altruria Rd.	Domino Moody Division Manager	901-385-5570	4
General Maintenance	3587 Altruria Rd.	Kasey Williamson Division Manager	901-385-5586	18
Sign Maintenance	3587 Altruria Rd.	Michael Graham Sign Tech	901-385-5586	1
Water/Wastewater Maintenance	3587 Altruria Rd.	Kasey Williamson Division Manager	901-385-5586	22
Fleet Services Shop	7335 Yale Rd.	Steve Massey Division Manger	901-385-5571	13
Grounds Maintenance	7662 Hwy. 70	Jonathan Walker Division Manager	901-385-6489	14
Animal Shelter	5220 Shelter Run Ln.	Angela Klein Division Manager	901-385-6484	10
Solid Waste Complex	5250 Shelter Run Ln.	Tommy Higgs Division Manager	901-385-6486	48
TOTAL				134

Attachment: Safety Plan 2023 (3286 : Res. 5-23 TOSHA Safety Plan)

Organizational Chart / Work Locations

Work Location - Name	Address	Contact Person	Phone #	# Employ
Bartlett High	5688 Woodlawn Street	Tim Jones- Principal	901-373-2620	169
Bartlett Ninth Grade Academy	4734 Shadowlawn Road	Katie McCain- Principal	901-373-2654	74
Appling Middle	3700 Appling Road	Keshia Y. McMickens- Principal	901-373-1410	63
Bon Lin Middle	3862 N. Germantown Road	Cody Duncan- Principal	901-347-1520	70
Elmore Park Middle	6330 Althorne Road	Ethan Randall- Principal	901-373-2642	77
Altruria Elementary	6641 Deermont Drive	Marva Johnson- Principal	901-373-2600	91
Bartlett Elementary	3932 Billy Maher Road	Page Watson- Principal	901-373-2610	84
Bon Lin Elementary	3940 N. Germantown Road	Thomas McClellan- Principal	901-937-2344	87
Ellendale Elementary	6950 Dawnhill Road	Michelle Bardos- Principal	901-373-2636	67
Oak Elementary	3573 Oak Road	Stephanie Beach- Principal	901-373-2646	84
Rivercrest Elementary	4825 Rivercrest Lane	Sharonda Rose- Principal	901-373-1373	81
Central Office	5705 Stage Road	Jeff Waller- Operations Supervisor	901-202-0855	96
TOTAL				1043

Attachment: Safety Plan 2023 (3286 : Res. 5-23 TOSHA Safety Plan)

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF CITY OF BARTLETT

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Health and Safety Officer or Director of Personnel. _____.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the City of Bartlett Director of Personnel for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the City of Bartlett is available for inspection by any employee at City Hall, Personnel Department during regular office hours.

Signature: CITY MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET**STATEMENT OF FINANCIAL RESOURCE AVAILABILITY**

Be assured that City of Bartlett, Tennessee has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third degree burns, the Health and Safety Officer will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Health and Safety Officer or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Health and Safety Officer within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.



CITY OF BARTLETT

WORKERS' COMPENSATION INJURY / ACCIDENT REPORT

*The injured employee OR their Supervisor can complete this form however it **must** be signed by both the injured employee and supervisor. The original signed form must be sent to Personnel within 24 hours of the injury.*

☐ MAJOR ☐ MINOR ☐ NOTIFY ONLY ☐ FIRST AID ☐ REMAINED AT WORK
☐ RETURNED TO WORK ☐ SENT TO DOCTOR ☐ SENT TO HOSPITAL ☐ SENT HOME

INJURED EMPLOYEE

Full Name: _____

Address: _____

City/State/Zip: _____

Phone No.: _____

Department: _____

Date of Birth: _____

Employee Number: _____

Email Address: _____

☐ Male ☐ Female ☐ Single ☐ Married

☐ Part Time ☐ Full Time

Date & Time Injured: _____

Date & Time Reported: _____

Person Notified: _____

Date of Hire: _____

Date and Time Shift Started: _____

THE ACCIDENT (OR EXPOSURE TO OCCUPATIONAL DISEASE)

Location of Accident (Address or Street, Zip Code) _____

(City) _____ (County) _____ Was it on employer's premises? _____

What was the employee doing when injured?

(Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from a hand sprayer"; "performing traffic stop"; "foot pursuit of suspect"

How did the accident occur? *(Examples: When ladder slipped on wet floor, the worker fell 20 feet"; "Worker was sprayed with chlorine when a gasket broke during replacement"; "Worker developed soreness in wrist over time.")*

INJURY (OR OCCUPATIONAL DISEASE)

Describe the injury or disease in detail (*example: amputation of right index finger; fracture of right upper arm; Sprain right knee; lead poisoning, etc.*) _____

Name the object or substance which directly injured the employee:

(*Example: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to incident, leave it blank*) _____

Was employee able to return to work the same day? ☐ Yes ☐ No Was first aid provided? ☐ Yes ☐ No

Was medical treatment provided? ☐ Yes ☐ No If so, name of provider: _____

If hospitalized, name and address of hospital: _____

Witnesses (Name/Phone Number): _____

Describe what has been or will be done to prevent similar injuries: _____

What was the basic cause of the accident? (Check any or all that apply)
A. SUPERVISORY RESPONSIBILITIES

- ☐ No Instructions given
- ☐ Incomplete instructions
- ☐ Rules, standards or instructions not enforced
- ☐ Personal protection equipment not provided
- ☐ Correct or safe tools or equipment not provided
- ☐ Inadequate inspection of equipment or jobs
- ☐ Improper method of doing work
- ☐ Poor job planning
- ☐ Rushing job

B. PERSONAL ACTION OF EMPLOYEE

- ☐ Haste or short cuts
- ☐ Proper equipment not used
- ☐ Improper or unsafe tools or equipment used
- ☐ Horseplay
- ☐ Instructions disregarded
- ☐ Inattention
- ☐ Inexperience
- ☐ Physical condition of employee
- ☐ Improper body position
- ☐ Improper method of doing work
- ☐ Action of fellow employee

C. UNSAFE EQUIPMENT OR MATERIAL

- ☐ Ineffectively guarded equipment
- ☐ Unguarded equipment
- ☐ Defective materials
- ☐ Defective tools
- ☐ Defective equipment (not motor vehicles)
- ☐ Defective motor vehicle equipment
- ☐ Unsafe equipment or material of contractor non-employee
- ☐ Improper type or poor design

D. UNSAFE CONDITIONS

- ☐ Poor light
- ☐ Poor ventilation
- ☐ Bad housekeeping
- ☐ Improper piling or storing
- ☐ Tools, equipment or materials scattered around
- ☐ Slippery floors or walkways
- ☐ Unsafe condition caused by contractor, non-employee
- ☐ Faulty layout of facilities
- ☐ Exits or emergency escapes inadequate or not provided
- ☐ Other:

Per Personnel Policy 8.26 (N), Workers' Compensation Leave and Family Medical Leave will run concurrently.

Sign _____

Print _____

Date _____

Supervisor (*By signing I have verified that all above information is true and accurate to the best of my knowledge*)

Sign _____

Print _____

Date _____

Injured Employee (*By signing I have verified that all above information is true and accurate to the best of my knowledge*)

04/18/2019

BARTLETT CITY SCHOOLS INJURY / ACCIDENT REPORT

This must be filled out by the injured employee's Supervisor, verified by the injured employee, signed by the injured employee and Supervisor and turned into The Personnel Office within 24 hours.

☐ MAJOR ☐ MINOR ☐ NOTIFY ONLY ☐ FIRST AID ☐ REMAINED AT WORK
☐ RETURNED TO WORK ☐ SENT TO DOCTOR ☐ SENT TO HOSPITAL ☐ SENT HOME

INJURED EMPLOYEE

Name: _____

Address: _____

City/State/Zip: _____

Phone No.: _____

Department: _____

Birthday: _____

Social Security: _____

☐ Male ☐ Female ☐ Single ☐ Married

☐ Part Time ☐ Full Time

Date & Time Reported: _____

Date & Time Injured: _____

Person Notified: _____

Date of Hire: _____

Time Shift Started: _____

THE ACCIDENT (OR EXPOSURE TO OCCUPATIONAL DISEASE)

Location of Accident (Address or Street) _____

(City) _____ (County) _____ Was it on employer's premises? _____

What was the employee doing when injured?

(Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from a hand sprayer"; "daily computer key-entry.") _____

How did the accident occur? *(Examples: When ladder slipped on wet floor, the worker fell 20 feet"; "Worker was sprayed with chlorine when a gasket broke during replacement"; "Worker developed soreness in wrist over time.")*

INJURY (OR OCCUPATIONAL DISEASE)

Describe the injury or disease in detail (*example: amputation of right index finger; fracture of right upper left arm; fracture of ribs; lead poisoning, etc.*) _____

Name the object or substance which directly injured the employee:

(*Example: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to incident, leave it blank*) _____

Was employee able to return to work the same day? ☐ Yes ☐ No

Did employee die? ☐ Yes ☐ No If Yes, date of death (If known): _____

Name and address of physician (If applicable): _____

If hospitalized, name and address of hospital: _____

Describe what has been or will be done to prevent similar injuries: _____

What was the basic cause of the accident? (Check any or all that apply)

A. SUPERVISORY RESPONSIBILITIES

- ☐ No Instructions given
- ☐ Incomplete instructions
- ☐ Rules, standards or instructions not enforced
- ☐ Personal protection equipment not provided
- ☐ Correct or safe tools or equipment not provided
- ☐ Inadequate inspection of equipment or jobs
- ☐ Improper method of doing work
- ☐ Poor job planning
- ☐ Rushing job

B. PERSONAL ACTION OF EMPLOYEE

- ☐ Haste or short cuts
- ☐ Proper equipment not used
- ☐ Improper or unsafe tools or equipment used
- ☐ Horseplay
- ☐ Instructions disregarded
- ☐ Inattention
- ☐ Inexperience
- ☐ Physical condition of employee
- ☐ Improper body position
- ☐ Improper method of doing work
- ☐ Action of fellow employee

C. UNSAFE EQUIPMENT OR MATERIAL

- ☐ Ineffectively guarded equipment
- ☐ Unguarded equipment
- ☐ Defective materials
- ☐ Defective tools
- ☐ Defective equipment (not motor vehicles)
- ☐ Defective motor vehicle equipment
- ☐ Unsafe equipment or material of contractor non-employee
- ☐ Improper type or poor design

D. UNSAFE CONDITIONS

- ☐ Poor light
- ☐ Poor ventilation
- ☐ Bad housekeeping
- ☐ Improper piling or storing
- ☐ Tools, equipment or materials scattered around
- ☐ Slippery floors or walkways
- ☐ Unsafe condition caused by contractor, non-employee
- ☐ Faulty layout of facilities
- ☐ Exits or emergency escapes inadequate or not provided
- ☐ Other:

Sign _____

Print _____

Date _____

Supervisor (*By signing I have verified that all above information is true and accurate to the best of my knowledge*)

Sign _____

Print _____

Date _____

Injured Employee (*By signing I have verified that all above information is true and accurate to the best of my knowledge*)