



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, MARCH 22, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Brad Ratliff, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, April 4 at 6 p.m.

Planning Commission, April 4 at 7 p.m.

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

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

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

RECOGNITIONS

2015 Employees of the Year

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the March 8, 2016 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Chalk the Station. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, April 23 from 10 a.m. to 3 p.m. at Bartlett Towne Square.

- 2 Special event permit for Bartlett Sesquicentennial History Weekend. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, April 16 from 11 a.m. to 3 p.m. and Sunday, April 17 from 2 p.m. to 5 p.m. at the Bartlett Museum (Gotten House).

3 Special event permit for Appling Middle School Spring Fling. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, April 9 (Rain date: April 16) from 3 to 7 p.m. at Appling Middle School.

4 Special event permit for Philippine Fest 2016. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, April 16 from 10 a.m. to 10 p.m. at St. Ann Catholic Church.

5 Special event permit for 5K World Hunger Awareness Walk. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, April 23 from 7 to 10 a.m. at Bartlett United Methodist Church.

6 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

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

7 Cost proposal for repairs at Bartlett Station Municipal Center. (Dick Phebus, Director of Finance)

Recommend accepting the insurance proposal for repairs at BSMC due to vehicle damage in February 2016 accident. Funds are available in Account 110.41820.898.

8 Artist contract for 2016-2017 BPACC Season. (Jason Sykes, Director of BPACC)

Request approval of performance contract with Billy Bob Thornton and The Boxmasters in the amount of \$20,000. Funds are available in Account 11045400125.

9 Purchase in-car equipment for six police vehicles. (Gary Rikard, Chief of Police)

Request approval to purchase and install police vehicle equipment for six SUVs from Chrysler Jeep of Columbia, Tenn. at a total cost of \$42,043.49. The State of Tennessee has a bid contract with this vendor. Funds are available in Accounts 129.48129.261 and 311.48311.785.20316.

10 Bid to replace Fire Station 2 roof. (Terry Wiggins, Fire Chief)

Recommend accepting the lowest, qualified bid from Accent Roofing at a cost of \$15,447.00, plus a contingency of \$2,000.00, for a total cost of \$17,447.00. Funds are available in Account 311.48311.780.262.

11 Bid for Roof Replacement of the Bartlett Recreation Center's Cardio Room. (David Thompson, Director of Parks and Recreation)

Recommend accepting the only bid from JD Roofing at a total cost of \$10,700. Funds are available in Account 311.48311.785.54316.

12 Treasurer's Report for February 2016. (Dick Phebus, Director of Finance)**13 Planning Commission Report for March 2016. (Terry Emerick, Director of Planning and Economic Development)****NEW BUSINESS**

- 1 Resolution 10-16, a resolution to amend the Fiscal Year 2016 General Fund Budget to appropriate \$63,600 for peace officer supplement pay for police department personnel. (Dick Phebus, Director of Finance)**
- 2 Resolution 11-16, a resolution authorizing the City of Bartlett to apply for a \$500,000 Tennessee Department of Environment and Conservation Recreational Education Services Grant for the W.J. Freeman Park Master Plan. (Shan Criswell, Assistant Director of Parks and Recreation)**
- 3 First Reading of Ordinance 16-01, an ordinance to designate the McCallum-Cooper House, 3101 Sycamore View Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development) The public hearing to be set April 26, 2016.**
- 4 Parks and Recreation Advisory Board Five-Year Strategic Plan. (David Thompson, Director of Parks and Recreation)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MARCH 8, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Derek Williams, Bartlett Woods Church of Christ

FUTURE MEETINGS

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

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

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

Bartlett Arts Council, March 15 at 6:30 p.m.

Design Review Commission, March 15 at 6:30 p.m.

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

RECOGNITIONS

Distinguished Budget Presentation Award

For the 14th consecutive year, the Finance Department has been awarded the Distinguished Budget Presentation Award by the Government Finance Officers Association.

Firefighter Promotion

Fire Chief Terry Wiggins and Mayor McDonald presented the badge to Matt Henry on his promotion to driver.

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

Minutes Acceptance: Minutes of Mar 8, 2016 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the February 23, 2016 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for Bartlett Movies in the Park. (Jim Brown, Director of Code Enforcement)**
The event will be held on Fridays, April 1, April 8, April 29, and May 13, from 7 to 10 p.m. at W.J. Freeman Park. If needed, June 3 will be a make-up/rain date.
- 2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Seventeen items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 3 Amend site plan contract with Krispy Kreme Doughnuts Corporation to add The Hudson Company of Tennessee. (Wade Towles, Assistant Director of Engineering)**
The developers, Krispy Kreme Doughnuts Corporation and The Hudson Company of Tennessee, will pay \$12,058.25 in City fees. The bond is set at \$64,850.00.
- 4 Bid for Landscape Screen Trees for the Fire Training Facility. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Michael Hatcher & Associates in the amount of \$22,813.00, plus a contingency amount of \$2,000.00 for a total cost of \$24,813.00. Funds are available in Account 311.48311.780.263.
- 5 Bid for Singleton Community Center's auditorium tile flooring. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lowest, qualified bid from Terry Bell Construction at a total cost of \$15,627.00. Funds are available in Account 11044100.921.
- 6 Bid for Singleton Community Center HVAC replacement units. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the sole bid from Emcor Service Walker J. Walker at a total cost of \$15,264.00. Funds are available in Account 11044100.921.

Minutes Acceptance: Minutes of Mar 8, 2016 7:00 PM (MINUTES ACCEPTANCE)

NEW BUSINESS**I Appoint Bill Yearwood to the Shelby County Municipal Solid Waste Planning Board. (A. Keith McDonald, Mayor)**

Mr. Yearwood has served on the Shelby County Municipal Solid Waste Planning Board for the last six years. Mayor McDonald would like to reappoint him to another term.

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:10 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Mar 8, 2016 7:00 PM (MINUTES ACCEPTANCE)

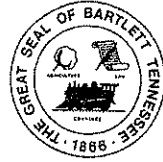
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Chalk the Station.



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

Bartlett Towne Square
5824 Stage Rd. Bartlett, TN
Address

38134
Zip Code

Saturday April 23, 2016
Dates of the Event

10:00 am to 3 p.m.
Hours of the Event

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

Southbay Properties
Property Owner

Bartlett Arts Council & Bartlett Station Commission
Special Event Permit Applicant Address of Applicant

901-372-9457
Phone Number

901-372-9488
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

 Total

Lisa Johnson
Responsible Person

3.2.16
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: Chalk the Station
 Location: Bartlett Town Square
 Dates: Saturday, April 23, 2016
 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	X			<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	Bartlett Down Square
2	X			For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	Main Street 9:00 to 3:00
3	X			Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			X	<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5	X			The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6	X			The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			X	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8	X			Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	Vendor Seats

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	X			<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	10:00 to 2 1 day 4-23-16
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10	X			In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			X	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12	X			Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	Sales will only be for Saturday, April 23, 2016
13	X			<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14	X			<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

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

Conditions

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

	Required ✓ or X	N/A		Comments
22	X		Limitations on signs.	1 Banner at corner of McDonald Insurance Banners on Main St.
23	X		Temporary arrangements for parking and traffic circulation.	for sponsor Bartlett Station Muni Center
24	X		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	Bartlett Arts Council Bartlett Station Comm
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Attachment: CHALK THE STATION-BARTLETT TOWNE SQUARE-5824 STAGE RD-2016 (1731 : Chalk the Station)

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

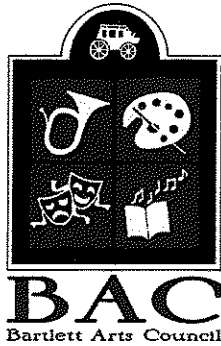
	Sub- mitted ✓ or X	OK	N/A		Comments
29	X			Name and address of the applicant.	Bartlett Arts Council 6025 Stage Rd. & Bartlett Station Comm
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	Southbay Properties David Andrews 5240 Poplar Ave, Memphis 38119
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.	See attached
33	X			Date of the proposed event.	Saturday, April 23, 2016
34	X			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	See attached
35	X			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	See attached
36	X			Location and number of proposed temporary public toilets.	2
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.	

Attachment: CHALK THE STATION-BARTLETT TOWNE SQUARE-5824 STAGE RD-2016 (1731 : Chalk the Station)

Special event permit - authorization by Permitting Official

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

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



March 2, 2016

Dear Mayor McDonald and the Bartlett Board of Aldermen,

The Bartlett Arts Council (BAC) is writing to request the use of Court St. for our ***Chalk the Station*** event to be held in cooperation with the Bartlett Station Commission (BAC) tentatively scheduled for **Saturday, April 23rd from 9am to 1pm**. As a joint endeavor by the BAC and BSC, ***Chalk the Station (CTS)*** will help bring recognition to the two sponsoring organizations and their member businesses and organizations, as well as, the participating Farmers Market vendors in the Bartlett Community. CTS is a planned event, previously held for the past three years at St. Ann Bartlett in conjunction with the St Ann Block Party. CTS has grown each year and we are planning on having around 30 artists participate in this year's event. Our goal is to raise awareness for our cooperating organizations by having artists create a temporary art show on private sidewalks outside of the Mc Donald Insurance co. All artwork will be created with chalk pastel and will be pressure washed off of the sidewalk within 1-2 weeks after the event. Publicity for the event by the Bartlett Express, the Commercial Appeal, KWAM radio and WKNO has been approved by the Bartlett Arts Council.

We are requesting the use of Main St., behind the Mexican restaurant and park, to provide a place for the Farmers market vendors and Arts Council member organizations to set up booths to promote their organizations, provide face painting and promote their respective organizations. We are also requesting permission to place temporary banners on Main St. and on the corner next to the Mc Donald Insurance Company to support our Bartlett businesses and promote event sponsors. Banners and booths are planned to be put up around 9:00 am and removed around 3:00pm. The Bartlett Arts Council and the Bartlett Station Commission appreciate your consideration for this exciting, community building project.

Sincerely,

Deidre Seymour

Vice- Chair of the Bartlett Arts Council



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2016

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 Brooks Edward McDonald 5820 STAGE RD BARTLETT TN 38134	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONWIDE PROPERTY AND CASUALTY INSUR</td> <td>37877</td> </tr> <tr> <td>INSURER B: NATIONWIDE MUTUAL FIRE INSURANCE COMP</td> <td>23779</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONWIDE PROPERTY AND CASUALTY INSUR	37877	INSURER B: NATIONWIDE MUTUAL FIRE INSURANCE COMP	23779	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NATIONWIDE PROPERTY AND CASUALTY INSUR	37877														
INSURER B: NATIONWIDE MUTUAL FIRE INSURANCE COMP	23779														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED SOUTH BAY PROPERTIES, LLC 5838 STAGE RD BARTLETT TN 38134-4518															

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.

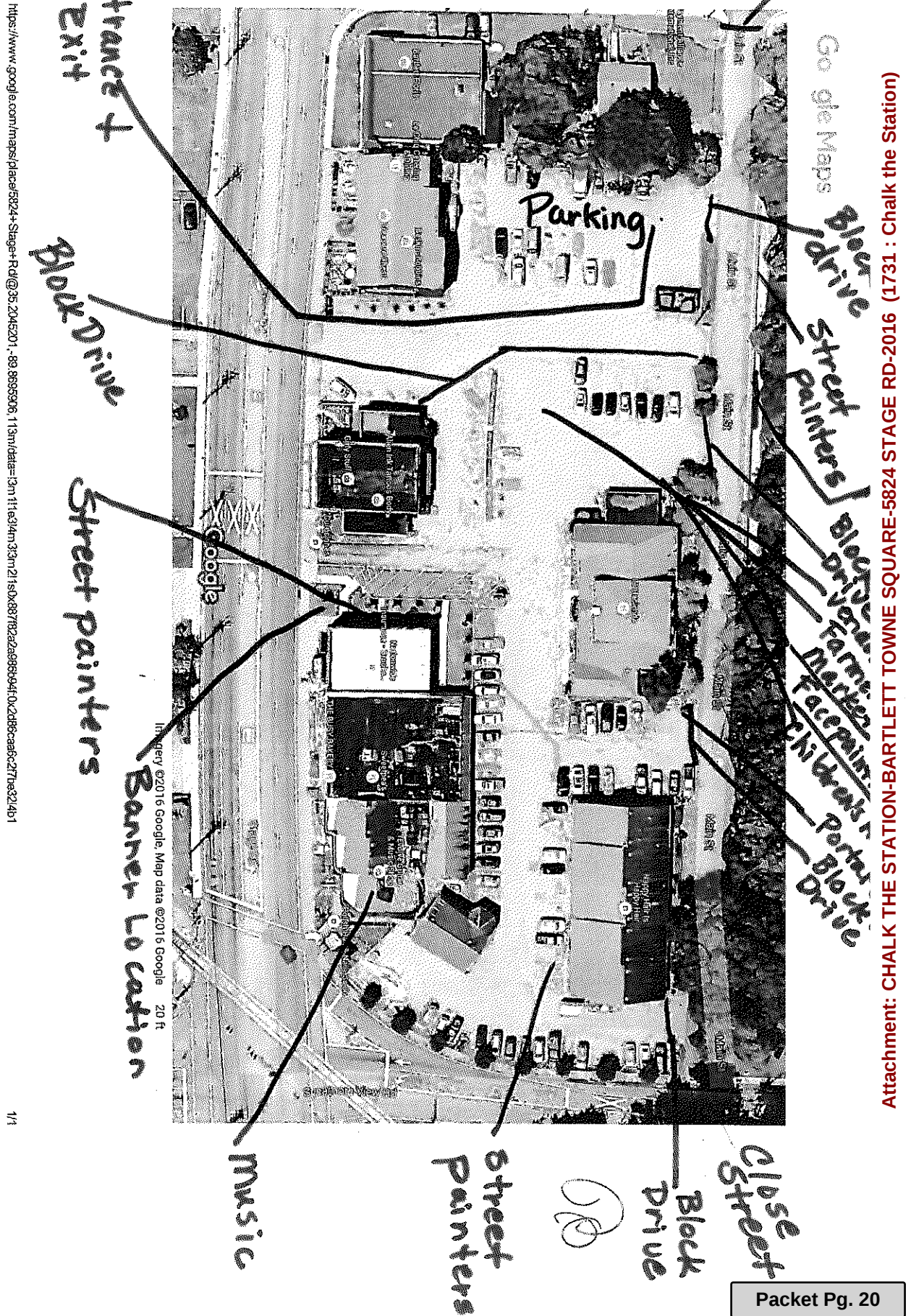
INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			ACP GLKO 3007544796	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							AGGREGATE \$
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett 6400 Stage Rd. Bartlett TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Matthew R. Young
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Bartlett Sesquicentennial History Weekend.



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

Bartlett Museum
 Address

38134
 Zip Code

April 16-17
 Dates of the Event

SAT-11AM-3pm Sun 2-5pm
 Hours of the Event

2016 Bartlett Sesquicentennial History Weekend
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
 Property Owner

Debbie Gelincau / Svc Coleman
 Special Event Permit Applicant

5868 Stage Rd
 Address of Applicant

901-385-5589
 Phone Number

901-385-6804
 Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

 Total

[Signature]
 Responsible Person

3-16-16
 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: 2016 Bartlett Sesquicentennial History Weekend
 Location: Bartlett Museum
 Dates: April 16-17

Type of special event: (Check one.)

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

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

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

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	✓			<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.	food trucks
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	ON OUT-LINE
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.	close Woodlawn from Shelby to Court

	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.	Fire + Police
21				<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	City 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.	Bartlett
27	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	Police
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.	city
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.	CITY EVENT
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.	



History Weekend - Bartlett Memories 2016 Bartlett Sesquicentennial

Bartlett history comes alive!

Saturday-Sunday April 16-17

Saturday: 11:00 - 3:00 p.m. Sunday: 2:00 - 5:00 p.m.

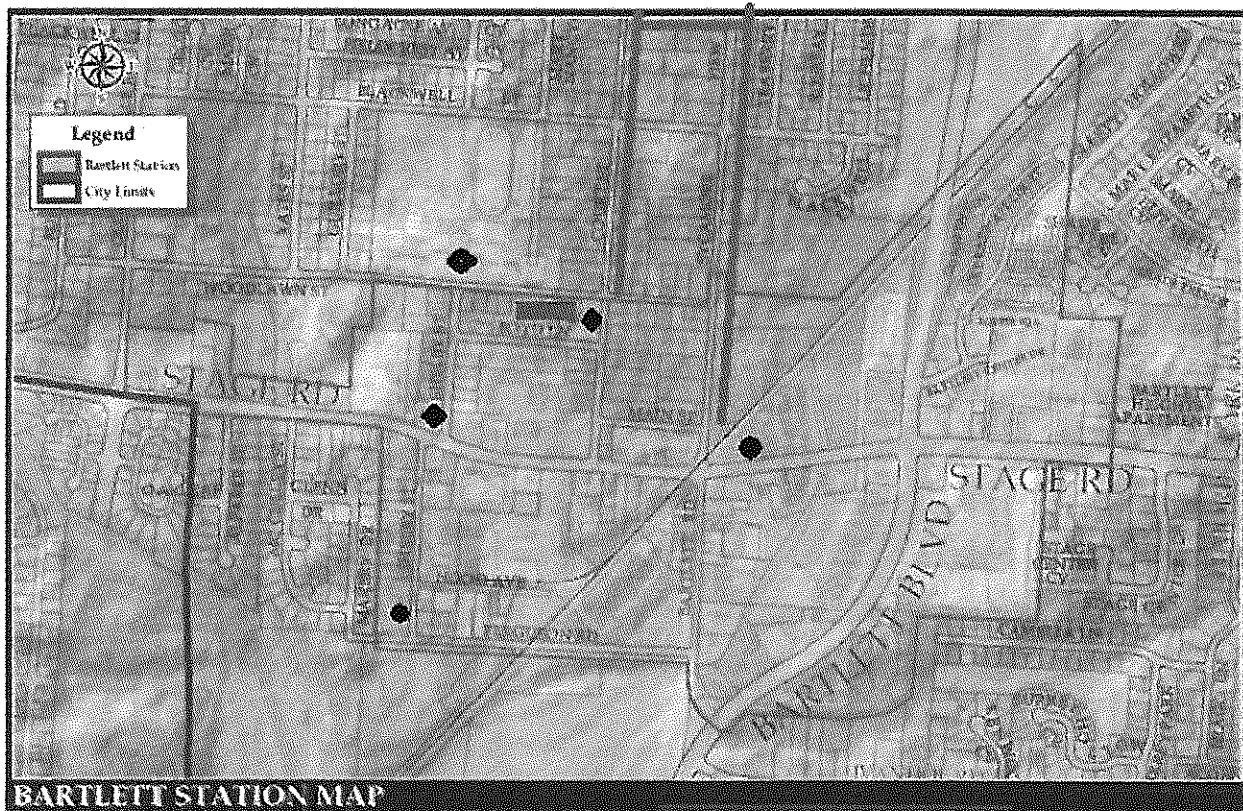
- Bartlett Museum/Gotten House open for tours with guides in historic dress
- Walking Tour of Historic Homes in Bartlett Historic District
- Walking Tour of Churches open with historical information, pictures, historic dress

Bartlett Baptist	Fullview Baptist)	These 3 churches will have
Bartlett United Methodist	Ellendale UMC)	a booth in the H.S. Gym
First Baptist	St. Ann Catholic)	because of distance to church
- High school in Foyer with historical information, pictures, historic dress (portray former principals, teachers, etc.)

In School gym - displays from various groups and people portraying historical figures in Bartlett.

In auditorium will a jazz band, a slide show on Bartlett, past and present.
- Vintage car display in Senior Center parking lot
- Stagecoach displayed next to Museum
- Carriage rides (do not have confirmation on these yet).
- Food trucks

Layout of Area for History Weekend



Ignore the red and blue lines.

The **black dots** are where there will be displays:

Bartlett Museum, Court and Woodlawn

Bartlett High School, 5688 Woodlawn

Churches: First Baptist at Shelby Street and Ferguson Road

Bartlett United Methodist at Stage and Shelby Street

Bartlett Baptist (old Chapel) on Stage at RR tracks

The **gray lines** - the Walking Tour of Historic Homes (Court Street and Sycamore View Road)

The **purple area** is the Senior Center parking lot where there will be a vintage car display.

The carriages would go around these areas (We do not have a confirmation on these yet)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Appling Middle School Spring Fling.

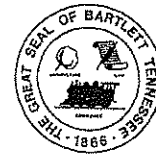
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Philippine Fest 2016.



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

6529 Stage Road 38134
 Address Zip Code

Saturday, April 16, 2016 10A-10P
 Dates of the Event Hours of the Event

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

St Ann, Catholic Church
 Property Owner

Susan Hunt 6529 Stage Road
 Special Event Permit Applicant Address of Applicant

901-373-6011 901-373-9030
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

Susan Hunt 2.9.16
 Responsible Person Date

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

APPROVAL

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

Attachment: PHILIPPINE FEST 2016-6529 STAGE RD (1734 : Philippine Fest 2016)

Special Event Checklist

Event: Philippine Fest 2016
 Location: St Ann, Catholic Church
 Dates: April 16, 2016

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

	Sub- mitted ✓ or X	OK	N/A		Comments
12	X			Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13	X			<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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

REQUEST FOR CERTIFICATE OF COVERAGE FROM CATHOLIC MUTUAL GROUP

Diocesan Location: Bishop of the Diocese of Memphis

Address & Phone: 5825 Shelby Oaks Drive
Memphis, TN 38134

Contact & Telephone: Susan Hunt - 901-373-6011

Type / Name of Event: Church Celebration and Fundraiser

Date(s) Event being held : April 16, 2016

Organization requiring certificate: City of Bartlett Code Compliance

Address: P. O. Box 341148
Bartlett, TN 38134

Renewal of Certificate: 0277001153
 (Number found in box, bottom left corner of certificate)

Type of Coverage Requested:

- ☒ Proof of Liability Coverage
 Amount of Coverage \$500,000
 (Please send a complete copy of agreement/contract if available. If organization does not request specific coverage amount, we will automatically issue for \$500,000)
- ☐ Certificate holder needs to be named as "Additional Insured"
 (If Certificate Holder is asking to be named as an "Additional Insured", a complete copy of **AGREEMENT/CONTRACT** **MUST** be faxed in with this request)
- ☐ Host Liquor Liability
- ☐ Property Damage Coverage
 Type of Equipment _____
 Make/Model/Serial # _____
 Replacement Cost _____
 (Please verify with company you rent/lease equipment from)
 Lease Agreement/Contract # _____
 (A copy of lease agreement/contract **must** be faxed in with this request)
- ☐ Lessee needs to be named as Loss Payee

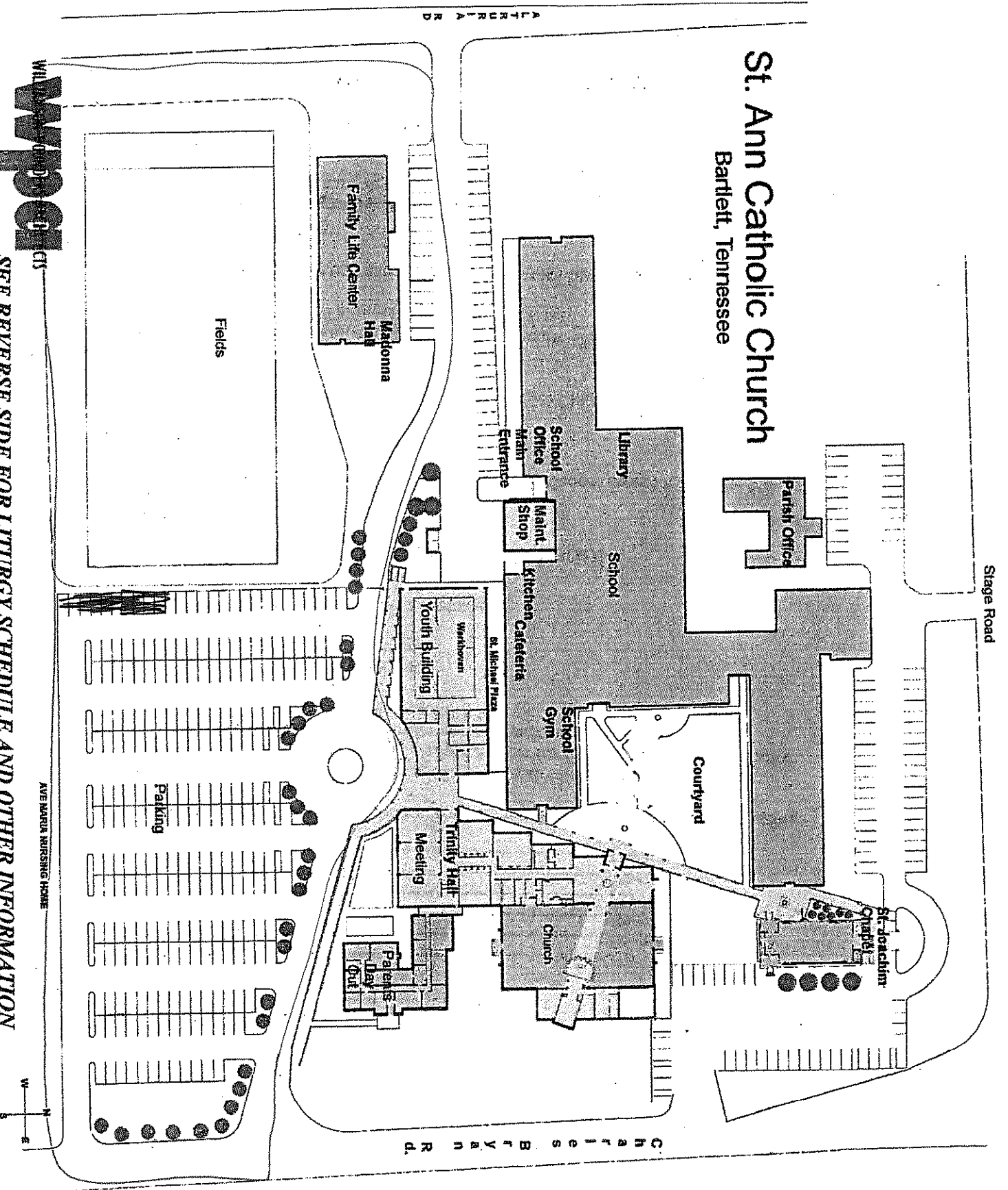
Please fax to (402) 551-2943. Please allow 3 days for processing.
 If you have any questions, please call (800) 228-6108

Please indicate how you would like to receive certificate.

- ☐ U.S. Mail
- ☐ Fax
- ☒ Email Address: susan.hunt@stann.cdom.org
- ☐ Mail Certificate to Organization requesting certificate directly

Print

St. Ann Catholic Church Bartlett, Tennessee



Must be held in the back parking area

SEE REVERSE SIDE FOR LITURGY SCHEDULE AND OTHER INFORMATION

WPC

AVE MARIA NURSING HOME

Have a Print-Ready File? Go to [Upload Print-Ready File](#)[Search for customizable design templates](#)[Submit](#)**4' x 8' Vinyl Banner - from \$77.99**

Order Today, and we'll ship by: Tue 03/08/2016* Ground delivery estimated by: Thu 03/10/2016

(Expedited delivery options available during check out)

CHANGE PRODUCT OR SIZE ➤

T Add Text ☆ Clip Art 📁 My Images 📁 Upload Image + Background

Save Add to Cart ➤

* Larger quantity orders may require additional production time

Attachment: PHILIPPINE FEST 2016-6529 STAGE RD (1734 : Philippine Fest 2016)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for 5K World Hunger Awareness Walk.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/22/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to auction surplus property.

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

Dept	Year	Make/Model	Color	Vehicle ID#
Police	2004	Dodge Intrepid	Blue	2B3HD6V84H628067
Police	2001	Ford Crown Vic	Tan	2FAFP71W21X190460
Police	1998	Ford Crown Vic	White	2FAFP71W4WX130879
Police	2008	BMW R1200-RT P	Black&White	WB10388068ZT13312
Police	2008	BMW R1200-RT P	Black&White	WB10388078ZT13304
Police	2008	Ford Crown Vic	Black&White	2FAFP71V98X119046
Police	2008	Ford Crown Vic	Black&White	2FAFP71V48X119049
Police	2005	Ford Crown Vic	White	2FAHP71WX5X149735

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

Thank you for your consideration of the above item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Cost proposal for repairs at Bartlett Station Municipal Center.

Cost Proposal for Repairs at Bartlett Station Municipal Center

In February a vehicle ran out of control on Stage Road, jumped the curb and ended up on the steps of the Bartlett Station Municipal Center. The insurance company for the driver of the vehicle requested estimates for repairs and has paid the insurance claim in the amount of \$15,434.80. Itemized repair costs are listed below.

Funds will be available from the insurance proceeds in account 110.41820.898.

Thank you for your consideration of this request.

Proposed repairs and vendors are listed below:

Mark Weeks Consulting & Construction	Bell Tower Repair	\$ 2,450.00
Mark Weeks Consulting and Construction	Labor and Materials for Steps, Railing	\$ 8,875.00
Mark Weeks Consulting and Construction	Excavate, form, and pour new pad for Tower	\$ 665.00
Chickasaw Signs Holding Co.	Historic Landmark Sign	\$ 1,652.00
City of Bartlett Public Works	Debris Removal – Sign and Stair Railings	\$ 691.92
City of Bartlett Public Works	Landscape Repair	\$ 1,100.88
Total Repair Costs		\$15,434.80

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM
Department: BPACC
Category: Contract
Prepared By: Stefanie McGee
Department Head: Jason Sykes

Artist contract for 2016-2017 BPACC Season.



**AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES OF AMERICA AND CANADA
(HEREIN CALLED "FEDERATION")**

Cummins Station
209 10th Avenue South Suite 511
Nashville, Tennessee 37203
United States

The Agency
Group Inc.

Phone: 615 564 2580
Fax: 615 564 2585
Booking Agent: Alec Vidmar
Responsible Agent: Nick Meinema

CONTRACT # 119149

Whenever The Term "The Local Union" is used in this Contract, it shall mean the Local Union Of The Federation with jurisdiction over the Territory in which the engagement covered by this Contract is to be performed. THIS CONTRACT for the personal services of Artist for the engagement described below is made this 15 day of March, 2016, between the undersigned promoter ("Promoter") and the undersigned Artist(s).

Agreement made this date Tuesday, March 15, 2016 by and between:

Private Radio Tour Inc F/S/O Billy Bob Thornton and The Boxmasters

(hereinafter referred to as Artist) and

City of Bartlett

(hereinafter referred to as Promoter(s)).

It is mutually agreed that the Promoter engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

Artist: Billy Bob Thornton and The Boxmasters

Billing: AN EVENING WITH...

Venue: Bartlett Performing Arts and Conference Center

Venue contact: Jason Sykes

3663 Appling Rd

Phone: (901)385-6440

Main Phone: 901-385-6440

Bartlett, Tennessee 38133,

Fax: (901)385-6438

Email: jsykes@cityofbartlett.org

United States

Date(s): Saturday, 27 August 2016

Doors Open: Per Advance

Set Length:

At Artist Discretion

Load in: Per Advance

Showtime: 8:00 PM

Curfew:

tbc

Sound Check: Per Advance

On Stage: 8:00 PM

Age Limits:

All Ages

Confirm Date: 2/26/2016 12:00:00 AM

Tickets:

	GA	350	350	45.00	15,750.00 USD
Total:	350	350			
				Gross Potential:	15,750.00 USD
				Net Gross Potential:	15,750.00 USD

Merchandise:

Artist sells - Rate to be adv.

Terms:

Guaranteed Fee \$ 20,000.00 USD Flat Guarantee

PLUS Purchaser agrees to provide and pay for hospitality to meet with Artist's Rider requirements, including hotel accommodations and ground transportation.

Purchaser agrees to provide and pay for mutually agreed upon backline, sound, lights, monitors, and production to meet with Artist's specifications and approval.

Radius: Artist agrees not to perform within 75 miles, 180 days before and 30 days after show date.

Additional Provisions:

Any and all exhibits, riders/festival riders and additional clauses attached hereto, including without limitation, 'Exhibit A' and Artist's Rider, are hereby incorporated into this Agreement by this reference.

Payments:

Deposits to The Agency Group Inc. by certified check or bank ACH quoting reference 119149

Wednesday, July 27, 2016

10,000.00 USD

Total

10,000.00 USD

Balance of Fees:

The balance of this guarantee shall be paid to Artist's representative immediately prior to performance via certified/cashier's check or money order made payable to: Private Radio Tour, Inc.

It is expressly understood by the Promoter(s) and Artist who are party to this contract that neither The Agency Group Inc., the Federation or the Local Union or their respective officers, employees, shareholders and affiliate entities are parties to this contract in any capacity, and that neither The Agency Group Inc., Federation or the Local Union or their respective officers, employees, shareholders and affiliate entities shall be liable for the performance or breach of any terms or provisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Private Radio Tour Inc F/S/O Billy Bob Thornton and The Boxmasters

City of Bartlett
 Mayor Keith McDonald

X _____ Date _____

X A. Keith McDonald Date 3/16/16

Print Name

Print Name

11601 Wilshire Blvd. Suite 2200, Los Angeles, California 90025, United States

3663 Appling Rd Bartlett, Tennessee 38133, United States
 901-385-6440

Contact: Jason Sykes

Email: jsykes@cityofbartlett.org

Attachment: BPACC contract for 20160322 agenda (1739 : Billy Bob Thornton and the Boxmasters contract)

Cummins Station
209 10th Avenue South Suite 511
Nashville, Tennessee 37203
United States



Phone: 615 564 2580
Fax: 615 564 2585

CONTRACT # 119149

Bank: City National Bank 400 N Roxbury Dr, Beverly Hills, California 90210, United States

Sort Code:

Account #: 123947126

Swift:

Currency: USD

IBAN #:

BIC #:

ABA #: 122016066

Transit #:

Promoter must advise their bank that funds are to be paid as per the requested currency and not converted by an intermediate or remitting bank

Attachment: BPACC contract for 20160322 agenda (1739 : Billy Bob Thorton and the Boxmasters contract)



**AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES OF AMERICA AND CANADA
(HEREIN CALLED "FEDERATION")**

**Cummins Station
209 10th Avenue South Suite 511
Nashville, Tennessee 37203
United States**



**Phone: 615 564 2580
Fax: 615 564 2585**

EXHIBIT A FOR CONTRACT # 119149

Artist: Billy Bob Thornton and The Boxmasters

1. Reproduction of Performance Provision:

PURCHASER shall not itself nor shall it permit others to record, broadcast, transmit, photograph or otherwise reproduce the rehearsal(s) and/or visual and/or audio performances hereunder, or any part thereof, in any manner or by any means whatsoever, in the absence of a specific written agreement with (or written approval of) the American Federation of Musicians ("Federation") relating to and permitting such recording, reproduction or transmission. This prohibition shall not be subject to any procedure of arbitration and the Federation may enforce this prohibition in any court of competent jurisdiction.

2. Merchandising Provision:

ARTIST shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.) Posters, stickers, etc., on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject however to concessionaire's requirements, if any.

3. Right to Likeness Provision:

ARTIST'S name or likeness may not be used as an endorsement of any product or service nor in connection with any commercial tie-up without ARTIST'S prior written consent.

4. Termination Clause:

In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, ARTIST shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to ARTIST by PURCHASER, and PURCHASER shall remain liable to ARTIST for the full amount of the Guarantee herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of PURCHASER fails or refuses to make such payment forthwith, ARTIST shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to ARTIST by PURCHASER and PURCHASER shall remain liable to ARTIST for the full amount of the Guarantee herein set forth.

5. Sickness or Accident Provision:

In the event of ARTIST illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, riot, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, or emergencies or any other similar or dissimilar cause beyond the control of either ARTIST or PURCHASER, it is understood and agreed that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Notwithstanding anything to the contrary contained herein, in the event of non-performance for any of the reasons stated in this paragraph, if ARTIST is ready, willing and able to perform, PURCHASER shall pay ARTIST the full compensation hereunder, otherwise, the monies (if any) advanced to ARTIST hereunder, shall be returned on a pro-rata basis.

6. Controlling Authority Provision:

ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including but not limited to the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right or may see fit to designate and change at any time the performing personnel. A representative of the Local Union shall have access to the place of engagement covered by this contract for purposes of communicating with ARTIST and PURCHASER.

7. Weather Provision:

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made by PURCHASER to ARTIST notwithstanding.

8. Cancellation Clause:

Unless stipulated to the contrary in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.

9. Independent Contractor Clause:

It is agreed that ARTIST and PURCHASER each signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies Provision:

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other

attachments hereto, the parties agree that the provisions most favorable to ARTIST shall control.

11. Indemnification Clause:

PURCHASER hereby indemnifies and holds ARTIST, as well as ARTIST's respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against ARTIST or any of the foregoing in connection with or as a result of: (a) any act or failure to act by PURCHASER; (b) PURCHASER's breach of any of its warranties and representations made hereunder or in any Addenda and / or Rider(s) attached hereto; (c) PURCHASER's breach of any of the terms hereof and/or of any Addenda and/or Rider(s) attached hereto; (d) any claim for personal injury or property damage or other brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active and willful negligence of the ARTIST.

12. Dispute Resolution Provision:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of the State of Tennessee without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the federal courts of Davidson County and Tennessee state courts shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws Provision:

Nothing in this agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the PURCHASER to ARTIST hereunder. If there is any conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, limited only to the extent necessary to eliminate such conflict. ARTIST agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities and personnel to be furnished by PURCHASER, of which ARTIST is advised prior to arrival, in writing, by PURCHASER.

14. Escrow Provisions:

The Agency Group, Inc. ("TAG"), acts herein only as the escrow agent ("Escrow Agent") for ARTIST and is not responsible for any act of commission or omission on the part of either PURCHASER or ARTIST. In furtherance thereof and for the benefit of Escrow Agent it is agreed that neither ARTIST or PURCHASER will name or join Escrow Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of PURCHASER or ARTIST and the PURCHASER and ARTIST jointly and severally agree to hold Escrow Agent harmless from and against any and all expenses, costs, actions, claims, or liabilities (including reasonable attorney's fees) which may arise in connection with the Escrow Agent's performance of its duties hereunder, except for the willful misconduct or gross negligence of the Escrow Agent. The Escrow Agent may act or refrain from acting in respect of any matter arising in connection with the Escrow Fund, shall have no duties or obligations other than as stated herein and shall be protected in acting upon any notice, certificate, or other communication, not only as to the due execution and the validity and effectiveness of its provision, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid and to have been signed or presented by a proper person or persons. The Escrow Agent shall not be bound by any notice, or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this contract unless in writing delivered to the Escrow Agent, and if the duties of the Escrow Agent are affected, unless it shall have given its prior written consent thereto. If at any time there shall be a controversy between PURCHASER and ARTIST with respect to the Escrow Fund, the Escrow Agent may upon notice to PURCHASER or ARTIST either (i) hold the Escrow Fund until otherwise directed by a written instrument signed by PURCHASER and ARTIST or by an order, decree or judgment by a court of competent jurisdiction which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review or (ii) deposit the Escrow Fund in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Escrow Fund in accordance herewith, the obligations of the Escrow Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this contract.

15. Assignment/ Transfer Provision:

This contract (a) cannot be assigned or transferred without the written consent of PURCHASER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PURCHASER" and "ARTIST" as used herein shall include and apply to the singular, the plural and to all genders.

16. Local Union / Federation Not Party to Contract:

This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, its agents, by the Artist who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for, and by the agent or agent(s) of Artist, including the Local Union. It is expressly understood by Purchaser and Artist that neither The Agency Group, the Federation nor the Local union are parties to this contract in any capacity except as expressly provided in this paragraph and, therefore, that none of them, individually or jointly, shall be liable for the performance or breach of any provision hereof.

17. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain.

City of Bartlett
Mayor Keith McDonald

X A. Keith McDonald Date 3/16/16

Print Name

A. Keith McDonald

3663 Appling Rd Bartlett, Tennessee 38103 United States
901-385-6440

Contact: Jason Sykes

Email: jsykes@cityofbartlett.org

Attachment: BPACC contract for 20160322 agenda (1739 : Billy Bob Thorton and the Boxmasters contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase in-car equipment for six police vehicles.



WWW.CDJRCOLUMBIA.COM

877-349-9378

106 S. James Campbell, Columbia, TN 38401

Quote QWPQ2821-C

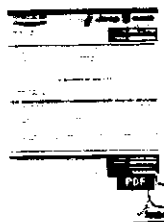
Valid through March 31, 2016

Prepared For:

Bartlett Police Department
 Jeff Cox
 Phone: 9013855541
 3730 Appling Road
 Bartlett, TN 38133
 jcox@bartlettpolice.org

Prepared By:

Russell Moles
 Regional Fleet Sales Manager
 Phone: 877-349-9378
 Fax: 865-684-4911
 Email: Russell@RussellMoles.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
3	F&I Equipment Package for K9	29.48129.261	\$8,190.22	\$24,570.66
2	F&I Equipment Package for Traffic Unit		\$7,108.70	\$14,217.40
1	F&I Equipment Package for Supervisor Car	311.48311.785.20316	\$3,255.43	\$3,255.43
SubTotal:				\$42,043.49
Shipping:				\$0.00
Sales Tax:				\$0.00
Total:				\$42,043.49

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

Attachment: Chrysler Equipping Quote (1733 : Equipment and Installation for 3 Police Vehicles)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/22/16 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid to replace Fire Station 2 roof.

On February 12 an ad was placed in the *The Daily News*. On March 3, the City of Bartlett received six of bids, which were opened at City Hall.

Bids were received from the following companies:

P & E Development	\$15,000.00 (did not meet specs)
Accent Roofing	\$15,447.00
Goodwin Brothers Maintenance and Construction	\$17,300.00
J. D. Ventures, LLC	\$17,824.29
Powell Brothers Services	\$19,570.00
Terry Bell Construction, LLC	\$20,337.00

P & E Development did not meet all of the required specifications.

We recommend the bid be awarded to the lowest, qualified bidder Accent Roofing for a price of \$15,447.00, a contingency amount of \$2,000.00. Total cost would be \$17,447.00.

Funds are available in Account 311.48311.780.262.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/22/16 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: David Thompson

Bid for Roof Replacement of the Bartlett Recreation Center's Cardio Room.

On February 18, 2016, ad was placed in *The Daily News*. On Thursday, March 3, 2016, the City of Bartlett received one bid.

Bids were received from the following companies:

JD Roofing	\$10,700.00	

We recommend the bid be awarded to JD Roofing for a total price of \$10,700.

Funds are available in Account 311.48311.785.54316 .

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for February 2016.

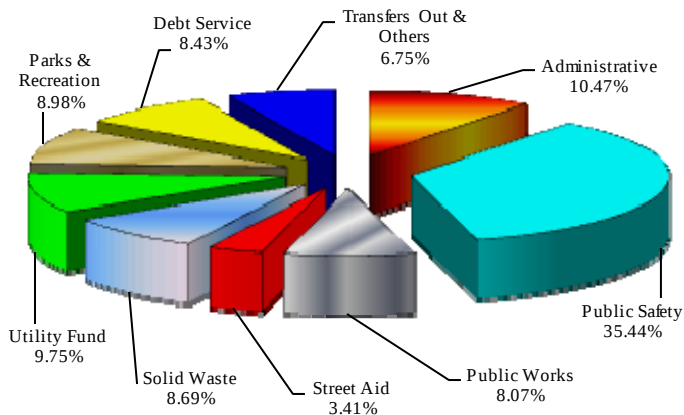


City of Bartlett

FINANCIAL REPORT

February 29, 2016

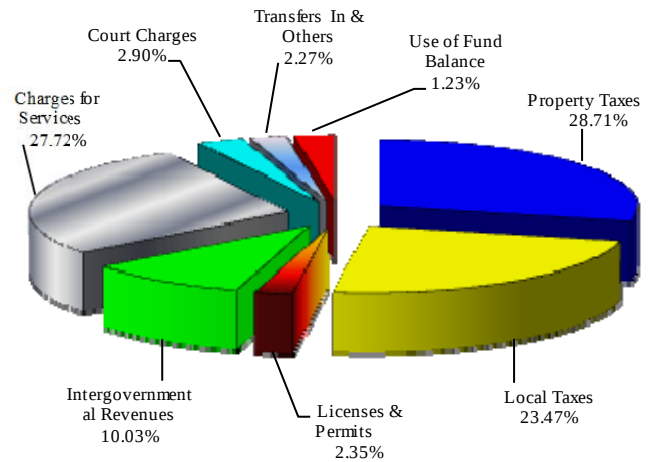
Total Expenditures, FY 2016 Budget: \$70,251,836



BUDGET HIGHLIGHTS

- Local Sales Tax & Property Taxes collections are more than budget. However, Court Charges are below budget.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2014 property taxes were submitted to the Trustee for collection.
- Fiscal Year 2017 budgets are being prepared by the departments now.

Total Revenues, FY 2016 Budget: \$70,251,836



FY 2016 YEAR-TO-DATE For The Period Ending February 29, 2016

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,956,654	\$ 3,934,582
Public Safety	24,279,527	15,656,621
Public Works	5,543,467	3,480,610
Parks and Recreation	5,650,587	3,472,567
Performing Arts	601,966	377,000
Transfers & Other Gen. Fund Items	4,278,444	3,991,790
Subtotal	\$ 47,310,645	\$ 30,913,169
General Fund Revenues		
Property Taxes	\$ 20,145,000	\$ 19,218,592
Local Taxes	13,299,500	6,640,461
Building and Development Fees	1,652,000	910,615
Intergovernmental	5,519,500	2,770,249
Charges for Services	3,830,084	2,294,291
Court Charges	1,715,000	933,921
Other Revenue	1,149,561	307,639
Subtotal	\$ 47,310,645	\$ 33,075,768
Special Rev. Funds - Expenditures	\$ 10,099,915	\$ 7,831,791
Special Rev. Funds - Revenues	\$ 10,099,915	\$ 6,936,010
Utility Expenses	\$ 8,627,200	\$ 5,523,717
Utility Revenues	\$ 8,627,200	\$ 5,671,498
Debt Service Expenditures	\$ 4,214,076	\$ 4,088,315
Debt Service Revenues	\$ 4,214,076	\$ 2,335,514
Total Expenditures	\$ 70,251,836	\$ 48,356,992
Total Revenues	\$ 70,251,836	\$ 48,018,790

Note: FY 2016 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds and the Debt Service Fund.

Attachment: Feb16FinRpt (1737 : Treasurer's Report for February 2016)



City of Bartlett -- Financial Summary For The Period Ending February 29, 2016



	FY 2015 Actual	FY 2016 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2015	Year-to-Date Actual FY 2016	Increase/ Decrease in \$	Percent of FY 2015 Actual	Percent of FY 2016 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,301,665	\$ 6,956,654	\$ 654,989	\$ 4,053,970	\$ 3,934,582	\$ (119,388)	64.33%	56.56%	-7.77%
Public Safety	23,267,781	24,279,527	1,011,746	15,426,143	15,656,621	230,478	66.30%	64.48%	-1.81%
Public Works	5,191,609	5,543,467	351,858	3,380,795	3,480,610	99,815	65.12%	62.79%	-2.33%
Parks and Recreation	5,099,667	5,657,147	557,480	3,278,019	3,472,567	194,549	64.28%	61.38%	-2.90%
Performing Arts	546,656	595,406	48,750	353,956	377,000	23,044	64.75%	63.32%	-1.43%
Transfers & Other Gen. Fund Items	2,590,831	4,278,444	1,687,613	2,468,790	3,991,790	1,523,000	95.29%	93.30%	-1.99%
Total General Fund Expenditures	\$ 42,998,207	\$ 47,310,645	\$ 4,312,438	\$ 28,961,672	\$ 30,913,169	\$ 1,951,498	67.36%	65.34%	-2.01%
General Fund Revenues									
Property Taxes	\$ 20,013,404	\$ 20,145,000	\$ 131,596	\$ 18,645,446	\$ 19,218,592	\$ 573,146	93.16%	95.40%	2.24%
Local Taxes	12,963,116	13,299,500	336,384	6,304,352	6,640,461	336,109	48.63%	49.93%	1.30%
Building and Development Fees	1,689,573	1,652,000	(37,573)	999,704	910,615	(89,089)	59.17%	55.12%	-4.05%
Intergovernmental	5,663,855	5,519,500	(144,355)	2,557,425	2,770,249	212,824	45.15%	50.19%	5.04%
Charges for Services	3,647,577	3,830,084	182,507	2,252,467	2,294,291	41,824	61.75%	59.90%	-1.85%
Court Charges	1,578,879	1,715,000	136,121	1,010,648	933,921	(76,727)	64.01%	54.46%	-9.55%
Other Revenue	414,791	1,149,561	734,770	251,035	307,639	56,605	60.52%	26.76%	-33.76%
Total General Fund Revenues	\$ 45,971,194	\$ 47,310,645	\$ 1,339,451	\$ 32,021,076	\$ 33,075,768	\$ 1,054,692	69.65%	69.91%	0.26%
Special Revenue Funds									
Street Aid Fund	\$ 1,550,990	\$ 2,395,000	\$ 844,010	\$ 761,694	\$ 1,489,649	\$ 727,954	49.11%	62.20%	13.09%
Solid Waste Fund	5,580,563	6,299,652	719,089	3,677,869	4,174,218	496,349	65.90%	66.26%	0.36%
General Improvement Fund	574,108	650,000	75,892	410,675	525,753	115,077	71.53%	80.89%	9.35%
Drug Enforcement Fund	244,579	304,600	60,021	171,151	143,661	(27,490)	69.98%	47.16%	-22.81%
DEA Enforcement Fund	154,767	279,900	125,133	145,236	177,951	32,714	93.84%	63.58%	-30.27%
Drainage Control Fund	103,302	120,763	17,461	74,406	64,901	(9,505)	72.03%	53.74%	-18.29%
Park Improvement Fund	6,656	50,000	43,344	6,150	0	(6,150)	0.00%	0.00%	0.00%
Grant Funds	1,030,251	0	(1,030,251)	122,626	1,255,659	1,133,033	11.90%	0.00%	-11.90%
Special Revenue Funds - Expenditures	\$ 9,245,217	\$ 10,099,915	\$ 854,698	\$ 5,369,808	\$ 7,831,791	\$ 2,461,983	58.08%	77.54%	19.46%
Special Revenue Funds - Revenues	\$ 9,562,901	\$ 10,099,915	\$ 537,013	\$ 5,288,871	\$ 6,936,010	\$ 1,647,139	55.31%	68.67%	13.37%
Utility Fund									
Total Utility Operations	\$ 6,010,663	\$ 6,839,671	\$ 829,008	\$ 3,805,641	\$ 3,926,864	\$ 121,223	63.31%	57.41%	-5.90%
Total Utility Debt Expenses	1,585,477	1,700,343	114,866	1,387,965	1,596,853	208,888	87.54%	93.91%	6.37%
Contribution to Fund Balance	0	87,186	87,186	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,596,140	\$ 8,627,200	\$ 1,031,060	\$ 5,193,605	\$ 5,523,717	\$ 330,111	68.37%	64.03%	-4.34%
Total Utility Revenues	\$ 8,487,525	\$ 8,627,200	\$ 139,675	\$ 5,819,169	\$ 5,671,498	\$ (147,671)	68.56%	65.74%	-2.82%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,009,283	\$ 4,214,076	\$ 204,793	\$ 3,602,164	\$ 4,088,315	\$ 486,151	89.85%	97.02%	7.17%
Total Debt Service Revenues	\$ 3,898,504	\$ 4,214,076	\$ 315,572	\$ 2,382,116	\$ 2,335,514	\$ (46,602)	61.10%	55.42%	-5.68%
Total Expenditures	\$ 63,848,847	\$ 70,251,836	\$ 6,402,989	\$ 43,127,249	\$ 48,356,992	\$ 5,229,743	67.55%	68.83%	1.29%
Total Revenues	\$ 67,920,125	\$ 70,251,836	\$ 2,331,711	\$ 45,511,233	\$ 48,018,790	\$ 2,507,558	67.01%	68.35%	1.35%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 03/22/16 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for March 2016.

Monday, March 7, 2016

NEW BUSINESS

Application for Historic Preservation Landmark Designation

1. McCallum-Cooper House, 3101 Sycamore View Road, Bartlett, TN (Brian and Genevieve Cooper)

Brian and Genevieve Cooper are requesting Planning Commission approval to place a historic landmark designation on property located at 3101 Sycamore View Road known as the McCallum-Cooper House which was established in 1870 on land purchased from the Bartlett Proprietors, Pryor and Blackwell in that same year.

On November 16, 2015, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the McCallum-Cooper House for a landmark designation. Information regarding the house as well as the minutes from the Bartlett Historic Commission meeting are attached.

Forwarded to Board of Mayor and Aldermen for final approval of landmarking and signage.

Subdivision

2. Brunswick Farms Subdivision, Phase 5 - Construction and Final Plan Time Extension, North of Highway 70, South of Sweethorn Drive, East of Brunswick Road and West of Knobhill Drive- (Frank Shepard, ETI Corporation)

INTRODUCTION: Mr. Frank Shepard, on behalf of the developer of the Brunswick Farms Subdivision, Phase 5 (39-lots) is requesting Planning Commission approval for a one year time extension of the approved Construction and Final Plans. Phase 5, of the subdivision is located north of Highway 70, South of Sweethorn Drive, east of Brunswick Road and west of Knobhill Drive within, the "RS-15" Residential Zoning District.

BACKGROUND: On March 2, 2015, the Planning Commission approved the Construction and Final Plans for Phase 5 of the subdivision. Following Planning Commission approval, a development contract was approved by the Board of Mayor and Aldermen (BMA). Should this request be approved, the applicant will also request a time extension for the development contract from the BMA. The approved time extensions will provide relief from TDEC's Green Infrastructure requirement which is tentatively scheduled to be implemented on October 30, 2016.

One year extension approved.

Site Plans

3. Youth Villages - Boys Residential Treatment Facility, 7410 Memphis-Arlington Rd, Bartlett, TN 38135 (Jaime Bostick, A2H, Inc.)

INTRODUCTION: Ms. Jaime Bostick is requesting Planning Commission approval of a revised site plan for the Youth Villages site. The subject property is located at 7410 Memphis-Arlington Road within the “R-E” Residential Estate zoning district.

BACKGROUND: Youth Villages was originally annexed into the City in 1985 with uses that were “grandfathered-in” as legal non-conforming uses. On November 6, 2000, the Planning Commission approved a Special Use Permit (SUP) for a “children’s home” use which allowed multiple buildings on the site. On April 2, 2007, the Planning Commission approved a site plan to add a girl’s residential treatment facility and an additional maintenance building.

DISCUSSION: The specific request by the applicant is approval of a revised site plan to add a boy’s residential treatment facility with additional parking spaces. The new building will be 98,000-square feet and located on the northeast portion of the Youth Villages campus. Access to this site will be from Memphis-Arlington Road. The specifics of the site are as follows:

Site Data	
Total Site Area:	81.29-acres (3,540,992.40-square feet)
Disturbed Site Area:	8.8-acres (383,328-square feet)
Green/Open-space:	55.7%
Total Proposed Parking Spaces:	166
Total Required Parking Spaces:	48
Handicap Accessible:	6 (6 required)
Proposed Building Area:	98,000-square feet
Building Height:	35 feet

Approved with conditions of staff.

4. Bartlett Villa, 6050 Stage Road, Bartlett, TN 38134 (L. Jordan Draper, Kimley-Horn and Associates)

INTRODUCTION: Mr. Jordan Draper with Kimley-Horn and Associates is requesting Planning Commission approval of a site plan for LA Fitness and a future commercial tenant. The subject property is located at 6050 Stage Road within the “CG-MS” General Commercial Main Street overlay zoning district.

BACKGROUND: The subject property is a 5.93-acre site that was constructed as a former Kroger, Walgreens, and multi-tenant shopping center. Currently, this is the site of an existing Antique Gallery and multi-tenant shopping center that will be demolished in order for the LA Fitness and a future commercial single tenant to be constructed.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 34,000-square foot building for LA Fitness and a 29,435-square foot building for a future commercial tenant on a 5.93-acre lot. The proposed buildings will be constructed in two phases. The LA Fitness building being phase one, and the future commercial tenant being phase two. Other features of the development include adding landscape islands to the existing parking lot with supplemental landscaping and a new dumpster area at the rear of the property. Access to the site will be from three existing entrances from Stage Road and one entrance from Bartlett Center Drive. The specifics of the site plan are as follows:

Site Data	
Site Area:	5.93-acres (258,311-square feet)
Total Existing Parking Spaces:	268
Total Required Parking Spaces:	255
Total Proposed Parking Spaces:	315
Handicap Accessible:	8 (8 required)
Proposed Total Building Area:	63,345-square feet LA Fitness Building - 34,000-square feet Future Tenant Building - 29,435-square feet
Greenspace/Open-space:	9.27% (8.61% existing)
Building Height:	38-feet (1 story)

Approved with conditions of staff.

5. Shell Fuel Station, 5984 Stage Road, Bartlett, TN 38134 (Hunter Smith, Marketplace Development, LLC)

INTRODUCTION: Mr. Hunter Smith with Marketplace Development is requesting Planning Commission approval of a site plan for a new Shell fuel station and convenience store. The subject property is located at 5984 Stage Road within the “CG-MS” General Business Main Street Overlay Zoning District.

BACKGROUND: The new Shell fuel station and convenience store will replace an existing Marathon Gas Station that has a kiosk style convenience store. The existing site will be completely demolished including the removal and replacement of underground fuel tanks.

According to permit records, the existing gas station was built in 1989. At that time of

approval, the use was permitted without the requirement for a special use permit. Therefore, the use will continue with the redevelopment of the site.

DISCUSSION: The specific request by the applicant is for the approval of a site plan for the redevelopment of an existing gas station site with a convenience store. The proposed gas station will have a new 4,098 square foot convenience store and parking lot, six new pumps and new underground tanks that will be installed on the west side of the property. A detention area will be located along the east side of the property. Entrances to the site will remain at the same locations from Bartlett Boulevard and Stage Road. The specifics of the proposed site plan are as follows:

Site Data	
Site Area:	.88-acres/38,333square feet
Total Required Parking Spaces:	20
Total Proposed Parking Spaces:	17
Handicap Accessible:	2
Regular Customer Parking	15
Proposed Total Building Area:	4,098 square feet
Greenspace/Open space:	27%
Building Height:	21-feet

Approved with conditions of staff.

6. Verizon Building (Albertsons Center - Lot 10), 3000 Kirby-Whitten Parkway (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with the Bray Firm is requesting Planning Commission approval of a revised site plan to convert the existing single use site and building (former Verizon) into a multi-use site that will have restaurant and retail tenants. The subject property is located at 3000 Kirby-Whitten Parkway, within the "SC-1" Planned Commercial Development.

BACKGROUND: The subject 5,000 square foot building was built in 1998, and it is located within the Albertsons Center commercial subdivision on a 34,493 square foot lot.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to renovate an existing 5,000 square foot single tenant retail building into a two tenant building. The site plan indicates that the building will be divided into a 3,400 square foot restaurant with a new patio, and a 1,600 square foot retail space. The patio will be in front of the restaurant at

the southwest corner of the building. There are currently ten (10) parking spaces directly adjacent to the front of the building that will be reconfigured including the removal of two (2) parking spaces. Access to the site will remain from Kirby-Whitten Parkway and shared access drives to the north and east sides of the lot. The specifics of the proposed site plan are as follows:

Site Data	
Site Area:	.79-acres/34,493 square feet
Total Required Parking Spaces: Retail 1 per 200 square feet: Restaurant 9.2 per 1,000 square feet:	39 8 31
Total Proposed Parking Spaces:	36
Handicap Accessible:	2
Regular Customer Parking	34
Total Existing Building Area: Retail Building Area: Restaurant Building Area:	5,000 square feet 1,600 square feet 3,400 square feet
Greenspace/Open space:	35%
Building Height:	N/A

Approved with conditions of staff.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1729)

Meeting: 03/22/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1729

Resolution 10-16, a resolution to amend the Fiscal Year 2016 General Fund Budget to appropriate \$63,600 for peace officer supplement pay for police department personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2015 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of \$63,600 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 2016 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 2016 General Fund budget is amended to appropriate \$63,600 in revenues and expenditures for the 2015 Peace Officer Supplement Pay for police personnel.

Adopted this day of March 22, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1740)

Meeting: 03/22/16 07:00 PM
Department: Parks and Recreation
Category: Grant
Prepared By: Stefanie McGee
Initiator: Shan Criswell
Sponsors:
DOC ID: 1740

Resolution 11-16, a resolution authorizing the City of Bartlett to apply for a \$500,000 Tennessee Department of Environment and Conservation Recreational Education Services Grant for the W.J. Freeman Park Master Plan.

WHEREAS, the City of Bartlett holds a vision to provide a dynamic, well-planned and growing community for its citizens;

WHEREAS, a quality parks system is an integral part of such a thriving community; and

WHEREAS, the City of Bartlett has created a plan to enhance W.J. Freeman Park, to create more opportunities for recreation, leisure, and interactions with natural resources; and

WHEREAS, the funding of \$500,000 toward the cost of implementing the W.J. Freeman Park Master Plan is available to the City of Bartlett through the Tennessee Department of Environment and Conservation Recreational Education Services Local Parks and Recreation Fund Grant.

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

SECTION 1. That the City of Bartlett is hereby authorized to submit application for the Tennessee Department of Environment and Conservation Recreational Education Services Local Parks and Recreation Fund Grant for \$500,000 to use in implementing the W.J. Freeman Park Master Plan.

SECTION 2. That the City of Bartlett is further authorized to provide a matching sum for any monies provided by this grant.

Adopted this day of March 22, 2016

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1746)

Meeting: 03/22/16 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Stefanie McGee

Initiator: Terry Emerick

Sponsors:

DOC ID: 1746

Ordinance 16-01, an ordinance to designate the McCallum-Cooper House, 3101 Sycamore View Road, a historic landmark.

WHEREAS, an application has been received to designate the McCallum-Cooper House, 3101 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 26th day of April 2016 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-8, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the McCallum-Cooper House":

Property located at 6101 Sycamore View Road a/k/a the McCallum-Cooper House Center identified as Shelby County Tax Parcel B0156 00508.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: March 22, 2016

Second Reading: April 12, 2016

Third Reading: April 26, 2016

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

A Keith McDonald
Mayor

Stefanie McGee, City Clerk



A. Keith McDonald, Mayor

BARTLETT HISTORIC PRESERVATION COMMISSION

City Hall Annex, 6382 Stage Road, Bartlett, Tennessee 38134

Date

Chairman, Historic Preservation Commission
6382 Stage Road
Bartlett TN 38134

In accordance with Ordinance 99-12 adopted on October 26, 1999, which charges the Commission to identify historic resources within our community and designate them as Historic Landmarks. These Historic Landmarks are resources for the public's education, pleasure and welfare and should be identified and preserved as one of the communities' treasures. A plaque, furnished and installed by the City of Bartlett, is presented and erected at the site to symbolize the historic character and history of the site and the value it bestows to the community.

On behalf of the McCallum-Cooper House, Bartlett, TN, I am submitting this Letter of Interest requesting that the above property located at 3101 Sycamore View Road be recognized as a Historic Landmark.

The McCallum-Cooper House was established in 1870 on land that was purchased from the Bartlett Proprietors, Pryor and Blackwell in that same year.

Please contact Genevieve Cooper at 901-246-7720 if you require any further information. We will be pleased to provide any information necessary to complete this process.

We sincerely hope that our request will be honored by the Historic Preservation Commission.

Brian Cooper

Genevieve M. Cooper

** IS McCallum-Cooper House appropriate?*

Attachment: 1656.pdf (1746 : Ordinance 16-01 McCallum Cooper House)

GUIDELINES

The purpose of the guidelines is to preserve the historic integrity of the **McCallum-Cooper House** located at **3101 Sycamore View Road** including its natural, environmental, and man-made structures, in order to maintain its significant past. To achieve this purpose, these guidelines are intended to encourage compatible development and discourage the introduction of incompatible alterations. No financial hardship shall be imposed as per Bartlett City Ordinance 99-12.

1. Every reasonable effort shall be made to provide a compatible use for the property that requires minimal alteration of buildings, site and environment, and to use the property for its original intended purpose.
2. All buildings, structures, and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
3. The property will be maintained in good condition.
4. Distinctive architectural features or examples of skilled craftsmanship which characterize the site shall be treated with sensitivity.
5. New plant materials, fencing, walkways, etc., must be compatible with the character of the neighborhood in size, scale, material and color.
6. Efforts shall be made to preserve trees where possible. Therefore, prior to the removal of a living tree with a circumference of at least thirty-eight (38) inches at breast height, a request shall be submitted to the Historic Preservation Commission seeking approval of the removal of the tree, unless the tree is deemed to be a threat to life or property as the result of aging, rotting or insect damage, or damages by wind and storm activity.

The McCallum Cooper House

An Architectural History



Attachment: 1656.pdf (1746 : Ordinance 16-01 McCallum Cooper House)

Prepared by Judith Johnson
"The House Detective"
July 2015

3101 Sycamore View Road
 Lot 16, Bartlett Town Plat
 Bartlett, TN

Physical Description

The subject house's design is an example of the Victorian Folk House. The long reign of Britain's Queen Victoria lasted from 1837 to 1901, and in the most precise sense this span of years makes up the Victorian Era. In American architecture, however, it is those styles that were popular during the last decades of her reign, from about 1860 to 1900, which are generally referred to as Victorian. Locally these styles include Second Empire, Queen Anne, Richardson Romanesque, and Folk Victorian.

During this period industrialization and the growth of railroads led to dramatic changes in American house design and construction. The growth of the railroad system made heavy woodworking machinery widely accessible at local trade centers and provided local lumberyards with abundant supplies of pre-cut lumber from distant mills. The balloon frame, made up of light, two-inch boards held together by wire nails, was rapidly replacing heavy-timber framing as the standard building technique. This, in turn, freed houses from their traditional box-like shapes by greatly simplifying the construction of corners, wall extensions, overhangs, and irregular ground plans.

In addition, growing industrialization permitted many complex house components, such as sashes, doors, windows, roofing, siding, and decorative detailing, to be mass-produced and shipped at relatively low cost on the expanding rail network including the old Louisville and Nashville (now CSX) line which served Bartlett.

The subject property is a circa 1870 gable-front-and-wing Folk Victorian cottage. These unstyled vernacular structures were built (1870-1910) and very common in southern states. These houses had more flexible interior space than the typical hall-and-parlor plan. After 1910, the Craftsman, Colonial Revival and other more fashionable styles replaced these Folk Houses.

The subject property is an irregular-plan with front gable extension; with wood siding and decorative vinyl shutters, a raised foundation on in-filled brick piers and a plain projecting, asphalt-shingle, cross gable roof. The shed style, add-on, partial porch has ornamental wrought iron piers and stair railings and a replacement concrete floor and stairs. The façade has a two-part cottage window, a center entry with a single-light, wood, cottage door with single light-glass transom and a 6/6 double-hung wood window to the south. The box cornice has a flat pediment and rectangular vents in the eaves. A north rear, gable roof kitchen addition was added in 2015. There are two corbeled masonry chimneys serving two fireplaces each. The three-car garage is vinyl sided.

The interior exhibits plastered tongue and groove walls in the oldest five rooms. It also has 4-part wooden doors, wide plank wood floors, and arched doorways altered over time.

Statement of Significance



Present day Memphis and Shelby County was the ancestral home of the Chickasaw Indians. The state of Tennessee was also a western claim of North Carolina until statehood in 1796. A profit oriented real estate speculator named John Rice, conceived a land promotion scheme in the early 1790s on a 5,000-acre grant of land on the Third Chickasaw Bluff even though the aboriginal inhabitants would not be displaced until the Chickasaw Cession of 1818 which finally allowed European settlers into the area. Nonetheless, the in absentia Rice promoted the land located at the mouth of "the Big Hacha" as 100 acre lots for \$33.33 at the time of landing. Rice met his untimely demise at the hands of Indians in 1791 before ever setting foot on his holdings and his brother sold it to Judge John Overton of Nashville for \$500 in 1794.

Self-made Nashville millionaire Judge John Overton was the richest man in Tennessee before losing his fortune in the War Between the States. He was a close friend and business partner with General Andrew Jackson, whom he teamed up with in land speculations throughout the South. Overton sold Jackson half of the Rice Tract in 1796. The final event leading to the formal founding of Memphis was the negotiation by Jackson and General Isaac Shelby of a sale of the so-called "Chickasaw Purchase" which sold over six million acres of land west of the Tennessee River to the United States for the outrageously low price of 4 ½ cents an acre.

Like John Rice before him, Proprietor Judge Overton was an absentee property owner however, unlike the unfortunate Rice; he managed to retain his considerable holdings instead of dying by the hands of the angry aboriginal inhabitants.

Initial growth of Memphis was so slow that the county seat was moved to the rival town of Raleigh (now part of Memphis), located on the banks of the Wolf River in 1827. By the 1840s, cotton was now a major crop and the county seat had returned to Memphis.

Settlers lived in other small pockets of development in the county, including the tiny settlement of Union Station, originally a way station on the 1829 Memphis-Somerville Plank Road between the county seats of Shelby and Tipton counties and the last stop in Tennessee of a longer stagecoach route stretching from Nashville westward. Union Station provided essential commercial and government services to the early settlers of the area.

The Ohio (now CSX) Railroad came through the area in the early 1850s. The settlement was located on the eastern section of a 5,000-acre plantation belonging to one Revolutionary War veteran William Polk who claimed it in 1822 under a military service provision from the state of North Carolina back when Tennessee was the western part of that state.

Pioneer settler James Pruden (1802-1853) was a North Carolina native who moved to Fayette County with his wife Martha and family in 1836. In 1846 he purchased 291 acres of the Ward plantation on the stage coach road (Stage Road) for \$3000. Both Prudens died within months of each other in 1853 leaving five children. To insure a fair distribution of the estate, the Pruden property was order sold. Major Gabriel Bartlett purchased two tracts totally in 373.5 acres.

Born November 1821 in Robertson County, TN, Gabriel Bartlett grew up on the family farm near Cedar Hill. He came to Shelby County in the mid-1840s and married Elizabeth Glasgow of Fayette County in 1846. In 1848, he was elected Justice of the Peace for Civil District 7 and served until his death. Elizabeth died in 1851 during childbirth, leaving one son, Thomas.

Gabe stood 6' 4"; had dark auburn hair, blue eyes, and an impressive "presence" and respected in the community enough to be addressed as Major Bartlett. He had a quick mind, played the fiddle, and had a good singing voice. He possessed an even temperament, befriended many and was known as the poor man's friend and his home was always open to young people.

In 1854, Bartlett married Rebecca E. Cross and bought 373.5 acres from the Pruden estate. In 1855, he served one term as a TN state representative, which he said, "was enough." In 1859, he employed an engineer to lay out a village within his Shelby county property and even sold off a few parcels. He was successful in business pursuits and by 1860 had amassed a considerable fortune.

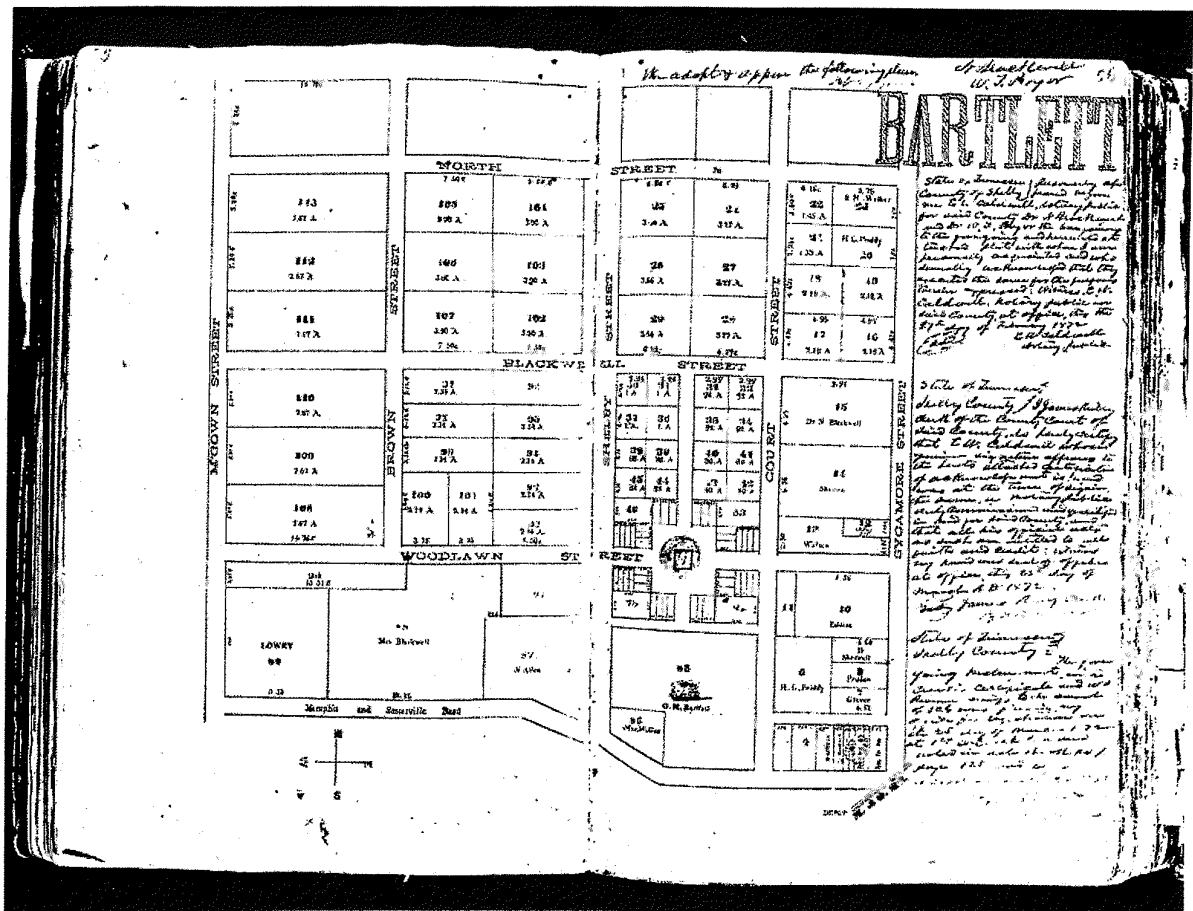
During the Civil War, he sided with the north but lost valuable livestock to Federal troops nonetheless. In 1864 Bartlett, Gould & Heath opened 210 Front Street in Memphis as grocers, cotton factors, and commission merchants.

In 1865, Union Station decided to incorporate. The 300 or so citizens endeavored to secure a name for the place by which the depot and post office settled upon the name "Bartlett" in honor of the respected pioneer settler in the area. On May 3, 1867, it became an incorporated town. According to an article in the Memphis Appeal, "The town of Bartlett is incorporated, a charter having been granted by the last legislature. It is a beautiful little town, only eleven miles from the city, on the Ohio railroad, improving considerably, with a population of three hundred. Several of our merchants reside at Bartlett."

The town elected the respected Bartlett its first Mayor; W.T. Pryor, Dr. Wright, J.B. Mercer, H.I. Priddy, and Dr. Nicholas Blackwell were the first Aldermen; and Dr. Nicholas Gotten was the town's first Constable.

Financial reverses forced Gabriel to sell his beloved Bartlett Home Place on Stage Road in December 1867 and he died a broken man in 1870s. Bartlett's nephew Dr. Nicholas Blackwell and a Dr. William T. Pryor purchased 271 acres of Bartlett's land for \$24,000. Fifty additional acres had already sold or donated to individuals, the Masonic Lodge and the Methodist Church. The new owners began selling lots immediately and finally filed a plat for the Bartlett subdivision in February 1872.

Both Blackwell and McGowan named streets for themselves and used a rectangular grid plan. The boundaries were Old Brownsville Road (McGowan Street) on the west, Sycamore Street on the east, the Memphis & Somerville (Stage) Road on the south and North Street on the north and it comprised 113 lots



Other pioneering residents included Nicholas Gotten, a native of Prussia, born in 1832. The family lived in Spangdahlen, Germany. The family immigrated to Memphis, Tennessee in 1858 and then to Union Depot (Bartlett) in January 1860. Shortly after arriving, Nicholas Gotten purchased lots along the stagecoach route near the railroad and started his businesses. He first established himself as a blacksmith and then added milling and cotton ginning, all-important services to the residents of Union Depot and the nearby farming communities.

When the Civil War began, he enlisted in Company C, Third Cavalry, under the command of General Nathan Bedford Forrest. He fought at Shiloh, Corinth, and numerous other engagements. Seriously wounded in May 1864, while fighting at Bolivar, Tennessee, he spent several months of recuperation in private homes in that area. Captured by Federal troops, he was later exchanged and then continued his military service until the war ended. After his return from the war, Gotten returned to Union Depot and resumed his business interests. Nicholas was married to Julia S. Coleman, a daughter of Steven Coleman in January 1869.

In 1870, Gotten purchased lot number 84 at the southwest corner of Court and Woodlawn streets from Dr. Nicholas Blackwell and William T. Pryor for \$300. According to the Trustee's records,

the Gotten House at 2969 Court Street was built in 1871. Other than oral history, there is no documented proof that Gotten nor his family ever lived in the subject property.

Proprietors Pryor and Blackwell sold lots 16 and 17 to John F. McCallum for \$850 in 1870. McCallum was likely the builder of the subject residence for his soon wife-to-be. A Shelby County native, pioneer John McCallum was a boy soldier, enlisting in the Confederate army at the age of 15 and was seriously wounded in 1863. After the war ended, he went on to become a successful businessperson and married Sallie Mercer in December 1871. The 1880 U.S. Census enumerated that John and his wife Sallie McCallum, two children, McCallum's mother and a hired hand all living on the property at that time, two more children were born later. McCallum's occupation is listed as planter on his 1921 death certificate and in the 1880s, he is listed as a register of Shelby County in the Annual Report of the Treasurer of the United States.

Interestingly, the City lost its charter over the temperance movement. There were several grog shops and saloons in Bartlett and in 1885 some of the town matrons expressing their displeasure over the whiskey trade and wanted it outlawed in their community. Despite resistance by the registered male voters, the women prevailed and the state legislature abolished the Bartlett city charter in 1885. To reinforce their case, they also established a charter school because state law forbade the sale of liquor for four miles around it.

That same disastrous year Bartlett also lost the circuit court and several lawyers and other professional people move to Memphis where they could better practice their professions. Despite the fertile farmland, the town became a graveyard where business was concerned.

The town re-incorporated in 1898. In that same year, the McCallums sold both Lot 16 & 17 for \$275 to Monroe Gotten (1870-1943) and his wife Mabel. Monroe was a son of Dr. Nicholas Gotten. Dr. Gotten's namesake, grandson Nicholas was born there in 1902.

The internecine fight over temperance erupted again in 1905 and the city charter was revoked again in March but reinstated in April with a provision that the city could not pass laws that were against those in effect in the state which settle the temperance question. The Gottens were living in Tunica County, MS when they sold Lots 16 and 17 for \$1900 to William A. Freeman and his wife Sarah in 1906. The Freemans live there for nineteen years.

The Freemans sold part of Lot 16 to Witt S. Cloys and his wife Virginia N. for \$600 in May 1927 and retained the other part of Lot 16 and all of Lot 17 according to a 1927 survey. Mr. Freeman died a month later in a Memphis hospital. Witt was a native of Obion County where he was born in 1898. Research did not turn up any further information about the Cloys.

Claude J. Seiford purchased the property from the Cloys in 1931 during the Great Depression. Seiford held it until 1943 when he sold it to W. L. Brunson and his wife Will Burrell King. The Brunsons owned it until December 1958 when they sold it to William Cooper, Jr. and his wife Gerry M. One of the current owners, Brian Cooper, is the son of the Coopers and he and his wife Genevieve lived here at this writing.

Bibliography

Glassie, Henry, *Southern Folk Culture*, 1968

McAlester, Virginia. *A Field Guide to American Houses*, 2012.

Memphis Room Collection at Memphis/Shelby County Public Library

Mathes, J. Harvey. *Old Guard in Grey: Research in the Annals of the Confederate Historical Association*, 1897.

Shelby County Bureau of Records and Archives. <http://register.shelby.tn.us/index.php>.
Accessed June 2015.

Smith, Jonathan. *The First Nicholas Gotten House*.



City of Bartlett

A. Keith McDonald, Mayor

NOVEMBER 16, 2015

HISTORIC PRESERVATION COMMISSION MINUTES

The Bartlett Historic Preservation Commission met in the Conference Room at the City Hall Annex, 6382 Stage Road, on Monday, November 16, 2015 at 7:00p.m. Paul Kaiser, Chairman, presided over this meeting.

Members present:

Paul Kaiser, Chairman
Carman Bell, Vice Chairman
Rachel Landsdown
Kris Clinton
Keith Whaley

Members absent:

Debbie Ferrell
Joe Harvill
Joseph (Bill) Wiscombe
Alderman Paula Sedgwick

The following advisors were present:

Terry Emerick, Planning Director
Jim Brown, Code Enforcement Director
Sam Harris, Planning

Also present:

Brian and Genevieve Cooper, 3101 Sycamore View; Christine Cooper, 3706 Burkehill

AGENDA

1. MINUTES OF THE OCTOBER 19, 2015 MEETING

Motion was made by Carman Bell to approve the minutes of the October 19, 2015 meeting as submitted. Rachel Landsdown seconded the motion. Voice Vote: All members present voted yes. The minutes were approved.

2. PUBLIC HEARING:

A. Landmarking – McCallum-Cooper House / 3101 Sycamore View

Chairman, Paul Kaiser, introduced and opened the public hearing to designate the McCallum-Cooper House located at 3101 Sycamore View Road as a historic landmark. The owners, Brian and Genevieve Cooper, submitted their letter of request along with the property guidelines and the site's history summary. The public hearing opened at 7:02pm.

Chairman asked Mr. and Mrs. Cooper if they had anything to say at this time.

HP OCT 2015

Attachment: 1656.pdf (1746 : Ordinance 16-01 McCallum Cooper House)

The Coopers expressed gratitude for the opportunity to have their home landmarked and contribute to the ongoing history of Bartlett to be shared with future generations. They thanked Judith Johnson for assembling their history summary, and they offered her services to anyone else interested in learning the history of their property.

There being no further comments, Chairman asked for any further comments from the commission members.

The commission thanked the Coopers for submitting their application for landmark designation.

There being no further comments, Chairman asked if there were any citizens present who had comments.

There being none, Chairman requested a motion.

Motion was made by Keith Whaley that we accept Mr. and Mrs. Cooper's home (The McCallum-Cooper House) under the guidelines of the Bartlett Historic Commission to be landmarked and forwarded to the Planning Commission for recommendation to the Board of Mayor and Aldermen for public hearing and approval. Kris Clinton seconded the motion. Roll Call Vote: All members present voted yes. The motion was approved.

The public hearing closed at 7:04pm.

3. COMMITTEE REPORTS

A. Liaison to Tennessee Historical Commission

Sam Harris discussed the possibility of Bartlett Station donating the funds to install Preserve America signs in the Welcome to Bartlett landscape entryways. Also, he stated that the City Beautiful Commission and Public Works would need to approve the locations.

Kris Clinton inquired about the cost of the signs, and she volunteered her business to donate the funding to place the Preserve America signs at all 8 of the City's landscape entryways should their locations be approved.

B. Neighborhood and Landmark

The commission came to a consensus that every member should have a share in obtaining and securing landmark opportunities, so this subcommittee shall entail everyone going forward.

C. Publicity

Terry Emerick noted that the City's Community Relations Director, Debbie Galineau, would be the contact for public relations for the upcoming Sesquicentennial events. We will work with her to publicize the new landmark site and the City's Preserve America designation.

D. Bartlett Historic Preservation Awards Committee – Paul Kaiser/Joe Harvill

HP NOV 2015

Paul Kaiser recommended Cedar Hall for the commercial award since they have put in so much work to preserve the City's oldest home and continue to do so at an annual rate of \$40,000 - \$50,000 in annual maintenance costs.

4. OLD BUSINESS – None.

5. NEW BUSINESS

A. Sesquicentennial Living History Weekend – April 16-17, 2015

Sam Harris announced that Sue Griffith Coleman with the Historical Society contacted the office to state that they will have a living history weekend with the main gathering to be at Bartlett High School with tours through the Historic District with citizens portraying historical City members. Sue asked that the commission make a pamphlet with the historic landmarks on it and volunteers to work at a booth at the high school.

5. ANNOUNCEMENTS - None.

6. OPEN DISCUSSION – None.

The next scheduled meeting will be December 14, 2015.

There being no further discussion, the meeting was adjourned at 7:31 p.m.

Respectfully submitted by Sam Harris, Planning

HP NOV 2015

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 03/22/16 07:00 PM

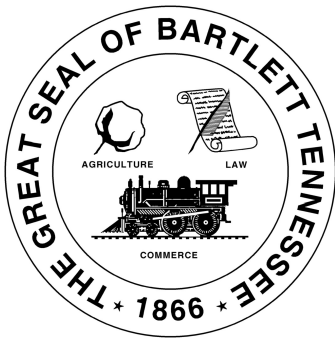
Department: Parks and Recreation

Category: Proposal

Prepared By: Stefanie McGee

Department Head: David Thompson

Parks and Recreation Advisory Board Five-Year Strategic Plan.



**City of Bartlett
Parks and Recreation Department**

**2015
Five-Year Strategic Plan**

A. Keith McDonald, Mayor

**David Thompson, Director of Parks and Recreation
Shan Criswell, Assistant Director of Parks and
Recreation**

Parks and Recreation Advisory Board

**Warren Young, Chair
Matt Goodhart, Vice-Chair
Melissa Woodall, Secretary
Henry Aden
Rita Driver
Kevin Hardin
Paul Ireland
Dennis Lyon
Alderman Emily Elliott, Liaison**

MISSION: To encourage health, fitness, relaxation, enjoyment and learning as well as provide an opportunity for community involvement.

Introduction

In June of 2015, the Parks and Recreation Advisory Board and Staff undertook a review of the recommendations included in 2007 Master Plan for Bartlett's Parks and Recreation Department as prepared in association with Wyatt Design Group. The Board received a thorough report and update on each recommendation from staff and was pleased to learn that with the exception of the development of a 50m outdoor swimming pool at the Bartlett Recreation Center, all recommendations have been accomplished. In some instances, these accomplishments do reflect modifications from the recommendations included in the plan due to timing, costs, etc. however, the ultimate objective was achieved.

Next, the Advisory Board began work on developing priorities for the Parks and Recreation Department for the next five years. The Board wanted to follow a similar approach as was done in 2007. We also recognize that there is increased pressure upon all municipal departments to provide more services with fewer public resources. The Parks and Recreation Department is no different. As such, we have attempted to incorporate business principles and performance measurement tools into the plan moving forward that we hope will allow the Board and staff to constantly evaluate program viability.

Bartlett Overview

When the 2007 Master Plan was conducted, Bartlett had just over 48,000 residents and was the 10th largest city in Tennessee. Today, Bartlett's population is 58,264 and it remains the 10th largest city in Tennessee. There are 19,151 households and the average age of the population is a relatively young 40.4 years old. The average household income is \$77,000. It should be noted that the 2007 plan projected Bartlett's population to be 58,000 by 2020 and a total projected build-out population of over 73,500. Due to Bartlett's success in creating an exceptional quality of life, an awarding-winning school district, a safe community and new housing inventory coming on-line, young families are expected to lead the community in sustained growth into the next decade.

Bartlett Parks and Recreation System

Bartlett continues to be known as a family-oriented community with clean and

safe parks that are well-maintained and offer a variety of leisure and recreational opportunities as noted in the 2007 Master Plan. Today, there are 969 acres of land in Bartlett dedicated to parks and recreational uses. To be specific, this land includes:

- 14 miles of trails
- 8 soccer fields
- 15 baseball fields
- One cricket field
- Five multi-purpose fields
- One 25 yard indoor swimming pool
- 20-plus miles of greenway yet to be developed

The National Recreation and Parks Association (NRPA) suggest that a healthy open space standards system include a combination of the following types of parks as defined by the NRPA:

- Mini-park
- Neighborhood Park
- School Park
- Community Park
- Regional Park
- Special Use
- Private Park/Recreational Facility
- Natural Resource Area/Preserve

It will be important as the community continues to grow and experience new development, that the Parks and Recreation Department work closely with the Planning Department and Engineering Department to ensure that we maintain a healthy ratio.

Staffing

The Parks and Recreation Department currently has 41 full-time staff members, 159 part-time staff members and four seasonal staff members. The staff does an exceptional job at maintaining a vast amount of park assets and providing a wide-range of programming to the residents of Bartlett and beyond. Staffing

levels have remained stagnant for the last several years. Based upon Manager input, the Advisory Board has recommended increased staffing during the next five years. In the instances of staffing for facilities and programs (BRC, Singleton, BSC, etc.), we will recommend approaching this as a business investment, in that the managers will be asked to show how they can pay the additional costs of staffing via increased revenue.

Bartlett Independent School District

Since the completion of the 2007 Master Plan, the City of Bartlett established its own school district. At this time, the Parks and Recreation School-Grounds staff works to maintain the common grounds of each of the school campuses. These include:

High schools:

- Bartlett High School (Grades 10-12)
- Bartlett Ninth Grade Academy

Middle schools:

- Appling Middle School
- Bon Lin Middle School (Opened 2008)
- Elmore Park Middle School

Elementary schools:

- Altruria Elementary School
- Bartlett Elementary School
- Bon Lin Elementary School
- Ellendale Elementary School
- Oak Elementary School
- Rivercrest

The Parks and Recreation Department receives funds from tax dollars collected from the schools for providing these services at this time.

2015

Bartlett Parks and Recreation Department 5-Year Strategic Plan

Administration

- Integrated technology system for department
- Creation of Bartlett Parks Foundation
- Monitor trends/statistics of each program monthly
- Continue to work to reduce spending while increasing revenues while committing to maintain/increase services

Maintenance

- Equipment
- Restrooms and Dixon Brewer Park
- Restrooms and concessions at soccer field
- Restrooms and concessions at Deermont Park
- Restrooms and concessions at Shadowlawn Park
- Maintenance shop expansion
- Parking lot expansion and improvement at Shop.
- New playground at Singleton
- New lighting upgrade at Deermont ballfields
- Walking trails need new asphalt at the following parks: Freeman, Davies Plantation, Appling, Yale Road, Byrd, Freeman Smith (back area), Quail Ridge, and Stoneridge.

Facilities

Ø Bartlett Senior Center

- Install new floor in entry
- Complete installation of drink station
- Installation of directional signage to facility at locations within 1 mile of property
- Add 2 part-time staff
- Develop system to cross-promote activities with 50+ members of BRC
- Address current and future parking needs by conducting an in-house parking study
- Create and establish a new name, positive branding and tag line for the BSC that will be inclusive and welcoming to all Bartlett residents that are 50+ in age

- Increase Bartlett resident membership to 60%

Ø **Singleton Community Center**

- Install directional signage to facility at locations within 1 mile of property
- Replace roof
- Relocate gym air-conditioning unit to ground

Ø **Bartlett Recreation Center**

- Construct an outdoor swimming pool when financially feasible
- Construct outdoor restroom facilities
- Construct outdoor pavilion space
- Expand current weight room square footage and equipment options
- Increase membership while ensuring that existing membership is retained

Ø **Freeman Park**

- Trail extension
- Access Road (Ivanhoe)
- Additional Parking by Veteran's Park
- Disc Golf
- Development of multi-purpose fields

Ø **Nesbit Park and Trail**

- Construct two bridges along the hiking and biking trail
- Develop back country camp sites
- Continue to work with Eagle Scouts on projects within the park

Athletics

- Shade shelters at ballfields
- Light upgrade at Deermont Park
- Light upgrade at Freeman Park

Soccer Fields

- Address parking ingress and egress issues

Greenway

- Continue to work with Scouts for enhancements along Greenway

- Continue to communicate and work with engineering on expansion of Greenway

Undeveloped Park Land

- 15 Acres on Kirby-Whitten Pkwy when financially feasible

Parking Lots

- Continue to repair and maintain all parking lots
- Evaluate the need for expansion of lots

Marketing

- Tour of Bartlett Parks Trail map (run, walk, bike) printed and on-line
- Parks and facilities directional signage logo development
- Upload 2007 Master Plan (as well as 2015 update when completed) as well as all publications, presentations and studies to website
- Actively cross-market Parks Department events
- Develop a comprehensive marketing strategy for the Parks and Recreation Department