



# *City of Bartlett*

David Parsons, Mayor

## **BOARD OF MAYOR AND ALDERMEN MEETING AGENDA**

**TUESDAY, NOVEMBER 14, 2023 - BARTLETT CITY HALL - 6:00 PM**

### **INVOCATION**

Opening Prayer by Jonathan McReynolds, Fullview Baptist Church

### **FUTURE MEETINGS**

Board of Zoning Appeals, November 16 at 6:30 p.m.

Bartlett Arts Council, November 21 at 6 p.m.

BPACC Advisory Board, November 21 at 6 p.m.

Design Review Commission, November 21 at 6:30 p.m.

### **RECOGNITIONS**

Government Finance Officers Association Certificate of Excellence Award (Dick Phebus, Director of Finance)

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

### **MINUTES ACCEPTANCE**

**Minutes of the October 24, 2023 Board of Mayor and Aldermen Regular Meeting**

### **UNFINISHED BUSINESS**

- I **Second Reading of Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use. (Kim Taylor, Director of Planning and Economic Development) (Amended) The public hearing is set for November 28, 2023.**

### **CONSENT AGENDA**

- I **Special event permit for Christmas in Bartlett Market & Festivities. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Friday, November 17 from 4 p.m. - 7 p.m., and Saturday, November 18, from 9 a.m. to 4 p.m. at Freeman Park.

- 2 Reestablish the second Board of Mayor and Aldermen meeting in December, and set the date for December 19, 2023. (David Parsons, Mayor)**

- 3 Bid for Community Development Software. (Kevin Franz, IT Manager)**

Recommend accepting the lowest bid meeting bid requirements from iWorQ at an initial total cost of \$90,200.00. This software is for permits and inspections, business licenses, work-order management, and facility management. Funds are available in Account 123.48123.264.

- 4 Professional services renewal for Public Safety Security Cameras / License Plate Recognition Technology from Flock Safety. (Jeff Cox, Police Chief)**

Recommend the selection of Flock Group Inc. as a single-source provider for 15 Flock Safety Cameras with comprehensive monitoring, processing, and machine vision services for a period of two years. The cost is \$2,750 per camera per year, with a total project cost of \$82,500.00. Funding for this purchase is available in Account 110.42100.936 (\$56,840) and Account 123.48123.264 (\$25,660).

- 5 Planning Commission Report for November 2023. (Kim Taylor, Director of Planning and Economic Development)**

### **NEW BUSINESS**

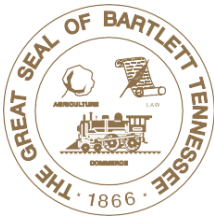
- 1 Resolution 44-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)**

- 2 First Reading of Ordinance 23-07, an ordinance to amend Title 8, Chapter 1, Alcoholic Beverages, and Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett. (Ed McKenney, City Attorney)** The public hearing to be set for December 12, 2023.

**OPEN DISCUSSION**

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

**ADJOURNMENT**



# City of Bartlett

David Parsons, Mayor

## BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

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

### **ATTENDANCE**

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

### **INVOCATION**

Opening Prayer by Johnny Byrd, Legacy Church

### **FUTURE MEETINGS**

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

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

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

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

Planning Commission, November 6 at 7 p.m.

Beer Board, November 7 at 6 p.m.

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

### **RECOGNITIONS**

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

### **MINUTES ACCEPTANCE**

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

Minutes Acceptance: Minutes of Oct 24, 2023 6:00 PM (MINUTES ACCEPTANCE)

**RESULT:** **ACCEPTED [5 TO 0]**  
**MOVER:** David Reaves, Alderman  
**SECONDER:** Jack Young, Vice Mayor  
**AYES:** Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn  
**ABSTAIN:** Brad King

### **CONSENT AGENDA**

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

- 1 Special event permit for The Legend of Stanky Creek Bike Race. (Trey Arthur, Director of Code Enforcement)**  
The event will be held on Saturday, November 4 from 9 a.m. to 7 p.m. at Nesbit Park.
- 2 Special event permit for 27th Annual St. Valentine's Day 5k/10k Run. (Trey Arthur, Director of Code Enforcement)**  
The event will be held on Saturday, February 10, 2024 from 5 a.m. to 1 p.m. at Bartlett Baptist Church.
- 3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**  
Eight items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 4 Treasurer's Report for September 2023. (Dick Phebus, Director of Finance)**

### **NEW BUSINESS**

- 1 Appoint Deborah Bookas to the Parks and Recreation Advisory Board. (David Parsons, Mayor)**

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

- 2 Resolution 33-23, a resolution to revise and update the Personnel Policies for the City of Bartlett, Tennessee. (Ted Archdeacon, Director of Personnel)**

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

**3 Resolution 37-23, a resolution to amend the FY2024 Grants Fund and General Fund budgets to recognize State of Tennessee, Tennessee Corrections Institute Training Grant to the Bartlett Police Department for Training Equipment Purposes. (Dick Phebus, Director of Finance)**

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

**4 First Reading of Ordinance 23-06, an ordinance to amend, Title 9, Chapter 2, Peddlers, etc. of the Bartlett Municipal Code by adding a Mobile Vending Ordinance to provide regulations for Mobile Food Vending as a permitted use. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning and Economic Development, Kim Taylor, gave an overview of this ordinance.

Alderman Williams had questions regarding waste disposal. Ms. Taylor stated those requirements could be addressed in the permit. Ms. Williams also expressed concerns with food truck impediments on other established restaurants. Ms. Taylor said those concerns had been considered when drafting the ordinance and perhaps could require a majority approval from restaurant owners during the permitting process for location-specific permits. Ms. Taylor stated that Administration can make amendments up to the third and final reading.

Vice Mayor Young stated that he was in agreement with food trucks with special event permits, but not for a full year at a location.

Alderman King echoed this concern and stated he did not agree with a location permit for one year.

Alderman Williams suggested a three month permit time-frame.

Alderman Reaves agreed with a shorter permit time. Mr. Reaves also expressed concerns of the advantages a mobile food truck business has over the expense to start a brick and mortar restaurant. He did mention the variety of food these mobile vendors could offer and of making positive use of empty locations in Bartlett while bringing a fun gathering place. Also of concern for Alderman Reaves was the loss of sales tax revenue from non-Bartlett owned mobile vendors. It was discussed that permit fees would be lower until the next fiscal year, but beginning in July the Board could raise the permit fees to recoup lost sales taxes.

Alderman Quinn shared concerns of lost sales tax revenue and asked that Administration seek ways to be able to receive this revenue.

**RESULT:** APPROVED ON FIRST READING [UNANIMOUS] Next: 11/14/2023 6:00 PM  
**MOVER:** David Reaves, Alderman  
**SECONDER:** Kevin Quinn, Alderman  
**AYES:** Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

**5 Appeal of the Design Review Commission's denial of the request of the Smoker's Shop, located at 6524 Memphis-Arlington Road, to add accordion security bars behind the window frames inside the store on the front elevation. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning and Economic Development, Kim Taylor, explained that the Design Review Commission met

on September 19, 2023 after Code Enforcement had cited the Smoker's Shop after Code Enforcement had installed bars on the windows without approval. In May 2018, the Smoker's Shop had submitted a similar application for bars which the Design Review Commission had denied after recommending alternative solutions. Ms. Taylor stated the shop has been burglarized numerous times, but it is the only business in this center with such break-ins.

Vice Mayor Young, and also the chairman of the Design Review Commission stated that the applicant did not attend the September 19 meeting and he drove past the shop this evening and the bars were visible.

The Smoker's Shop representative, Scott Turner, 6625 Poplar Pike, Memphis, TN and owner, Ahmed Saffarini, 8604 Marysville Ave., Cordova, TN presented their explanation of the need for bars on the windows to the Board. The Board of Mayor and Aldermen suggested the options of film for the windows to deter breakage, contacting the property owner to remove the sliding window, and upgrading their security camera system to permit footage to be downloaded for the police to review. Discussion was also made regarding the negative perception of bars on windows.

Vice Mayor Young moved to deny the appeal presented by Ahmed Saffarini. All Board members voted to uphold the Design Review Commission's decision to deny accordion bars on the windows.

|                  |                                                                                       |
|------------------|---------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>DENIED [UNANIMOUS]</b>                                                             |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                                                                |
| <b>SECONDER:</b> | David Reaves, Alderman                                                                |
| <b>AYES:</b>     | Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn |

## **OPEN DISCUSSION**

Kimberly Gearing, 8485 Spotted Fawn Dr., sought assistance with an overgrown and abandoned pond in her subdivision.

Mayor Parsons informed Ms. Gearing that the pond was the property of the Bank of Bartlett and that were relinquishing that property to the neighborhood's Home Owner's Association. He stated he would follow up with the Bank of Bartlett.

George Holder, 6977 Memphis Arlington Road, had intended to speak to the matter of the proposed mosque on Broadway Rd.; however, realizes that matter is still with the Planning Commission. He stated that after watching the Board meeting, he just wanted to say how much he was impressed with the Board in regards to how they handled the business at hand.

Eddie Alston, 8485 Spotted Fawn Dr., spoke against speeding in his neighborhood and loose trash. Police Chief Jeff Cox will send traffic enforcement to his neighborhood and the Mayor publicly asked citizens to make sure all trash was bagged.

## **ADJOURNMENT**

Meeting adjourned at 7:17 PM

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

\_\_\_\_\_  
David Parsons, Mayor

Minutes Acceptance: Minutes of Oct 24, 2023 6:00 PM (MINUTES ACCEPTANCE)



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### ORDINANCE (ID # 3437)

Meeting: 11/14/23 06:00 PM

Department: Planning and Economic Development

Category: Policy

Prepared By: Penny Medlock

Initiator: Kim Taylor

Sponsors:

DOC ID: 3437 A

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

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

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

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

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

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

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

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

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

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

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

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

definition, which definition is incorporated herein by reference as though fully set forth herein.

(14) **“Person,”** as presently defined in Section 9-202 (4), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(15) **Private property** means real property owned by an individual or individuals having exclusive rights to it and which is not owned by a public entity.

(16) **“Public designated park,”** as presently defined in Section 9-202 (5), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(17) **Public property** means real property owned by the City of Bartlett, or Shelby County, or the State of Tennessee, including public and private rights-of-way/streets designed for motor vehicles.

(18) **Pushcart** means any wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Tennessee Department of Transportation, and from which food is prepared, cooked, assembled or stored, with the intent to sell such food to the public. A mobile food vending permit is required, and pushcarts shall not operate within the street right-of-way where licensed motor vehicles operate.

(19) **Right-of-way** means an area owned or maintained by the City of Bartlett, Shelby County, the State of Tennessee, federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.

(20) **Sidewalk clear zone** means any portion of the right-of-way that is intended for pedestrian traffic along the sidewalk or a multi-use path. The minimum width and location of the clear zone shall be determined by the paved area of any sidewalk within the right-of-way, however, in all instances it must be a minimum of 48 feet in width, and compliant with the Americans with Disabilities Act for public sidewalk accessibility.

(21) **Special event** (as defined in the City of Bartlett Municipal Code) means any public gathering, such as a block party, local special event, parade, festival, celebration, concert, carnival, fair, expo, trade show, or any similar occurrence to be conducted on public or private property within the City of Bartlett, Tennessee.

(22) **Special event permit** means any permit approved by the City of Bartlett authorizing the holding of a special event.

(23) **“Transient vendor,”** as presently defined in Section 9-202 (6), shall continue to have

the same definition, which definition is incorporated herein by reference as though fully set forth herein.

(24) **“Temporary premises,”** as presently defined in Section 9-202 (7), shall continue to have the same definition, which definition is incorporated herein by reference as though fully set forth herein.

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

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

(c) Vendors must carry the minimum amount of insurance as required by the City of Bartlett, Shelby County, and the State of Tennessee.

**Section 3.** That Section 9-205, “Mobile frozen dessert vehicles; Mobile food vendors,” be amended by adding the following subsection:

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

- (1) It shall be a violation to engage in mobile food vending in the City of Bartlett, whether on public or private property, unless authorized by the City of Bartlett through:
  - (a) The issuance of a mobile food vending permit; and
  - (b) Having obtained all necessary business licenses and any applicable permits, licenses or certifications, including, but not limited to, a Bartlett and/or Shelby County business license and all applicable permits, licenses or certifications from the State of Tennessee, Shelby County Health Department; Bartlett Fire Department and/or Bartlett Code Enforcement Department; and
  - (c) The operation of a mobile food vehicle on private property within office developments, commercial centers and lots, mixed-use centers, and civic or institutional properties will require written permission from the property owner. When an existing restaurant is on the property, mobile food vendors will only be allowed with a Special Event Permit granted by the City of Bartlett. Parking on corners adjacent to street intersections within commercial centers and lots, on private or public property and/or within the right-of-way is prohibited unless permission is granted with a Special Event Permit;
  - (d) On private property within office developments, commercial centers and lots, mixed-use centers, and civic or institutional properties that have location specific

- permits, only one mobile food vehicle is permitted at a time. The mobile food vendor will be allowed at the same location up to six times per year, and up to two consecutive days at a time.
- (e) On industrial properties that have location specific permits, up to three mobile food vendors are permitted at a time. The mobile food vendor will be allowed at the same location up to once per week, and up to two consecutive days at a time.
  - (f) Operation as part of private events/parties hosted by a homeowner's association or similar neighborhood group within a residential neighborhood or subdivision or as part of a private party at a single residence with a Bartlett Special Event Permit.
  - (g) The operation of mobile food vehicles within a public park is allowed when approved by the City of Bartlett Parks Director in conjunction with the mobile food vending permit application.
  - (h) Having food prepared, served or sold from a mobile food vehicle or pushcart as designed for mobile food vending.

#### **Section 9-205(4) Permitting requirements (Vendor Permit):**

- (1) Mobile food vending permit. Prior to operating a mobile food vehicle or a pushcart as defined in this chapter, operators shall obtain a mobile food vending permit from the City of Bartlett. A mobile food vending permit shall only be granted after a mobile food vending permit application has been approved by the City of Bartlett Building Official, or their designee. The permitting process shall be required for each individual mobile food vehicle that is to operate within the City of Bartlett. Mobile food vending permits are nontransferable.
  - (a) No mobile food vending permit shall be required when vending is limited to a single mobile food vehicle on private property operating solely for private catering purposes and when the following provisions are met:
    - i. The mobile food truck is parked entirely on private property on a solid asphalt or concrete surface.
    - ii. Service is limited to the guests of the catered event only.
    - iii. No payment transactions shall occur for individual orders taken by the mobile food truck operator.
  - (b) Mobile food vehicles operating solely within the City of Bartlett in conjunction with a special event are exempt from the mobile food vehicle permitting process, providing no additional sales be planned outside of the regularly scheduled, permitted special event within the City of Bartlett's jurisdiction.
- (2) The vendor shall submit a completed City of Bartlett mobile food vending permit

application. Applicants for a mobile food vending permit under this chapter must file the application with the Bartlett Code Enforcement Department containing the following information:

- (a) Name of applicant/vendor/business.
- (b) A valid government issued ID, for the business owner or the owner of the mobile food vehicle.
- (c) Complete permanent home address and business address of the applicant.
- (d) A brief description of the nature of the business and the goods to be sold.
- (e) As applicable, the location and length of time for which the mobile food vehicle will be staged on a privately owned property that has a valid location-specific mobile food permit.
- (f) The vehicle registration number, make, model and description for any vehicle to be used, including dimensions and color photographs (front, both sides, rear) of the mobile food unit or vehicle.
- (g) A list of other cities or towns, if any, where, within the past 12 months, the applicant conducted business.
- (h) Shelby County Health Certificates and other permits and/or licenses prior to the beginning of operation of business within the City of Bartlett jurisdictional limits.
- (i) Must pass a Bartlett fire safety inspection, or obtain a State of Tennessee Fire Permit, and comply with the Fire Safety adopted code prior to the operation of business within the City of Bartlett's jurisdictional limits.
- (j) The permitting fee will be waived for all mobile food vending business applicants with an active Bartlett Business License whose physical address is within the City of Bartlett or who operate a restaurant in the City of Bartlett.

**Section 9-205(5) Location-specific food permit applications (Property Owners Permit):**

- (1) *Site plan.* The property owner or their agent shall submit a site plan for the proposed location to the City of Bartlett Code Enforcement Department. The site plan shall show the location of the mobile food vehicle, its relationship to other structures, proposed parking to serve the location, and any other pertinent details.
- (2) *Inspection and permit from the Bartlett Fire Marshal.* Mobile food vehicles shall be subject to an inspection by the City of Bartlett Fire Marshal or their designee, unless a State of Tennessee Fire Permit for Mobile Food Vending has been obtained.
- (3) *Clearance to structures.* There shall be a clearance between any portion of a mobile food vehicle and any structures as required by the City of Bartlett Fire Code.
- (4) *Restroom accessibility.* Mobile food vendors shall provide access to restroom facilities for employees when the mobile food vehicle is open for business three hours or greater in duration.

- (5) Public safety compliance.
- (a) Mobile food vendors staged on property that has a valid location-specific mobile food permit acknowledge and agree that the City has the right to require the movement of their mobile food vending vehicle/trailer and any other associated structures/furnishings should the City determine that its presence is a threat to public safety.
  - (b) All temporary signs, tables, chairs, steps, decks, and other accessory items associated with mobile food vehicles staged on property that has a valid location-specific mobile food permit shall be removed and/or stored out of sight when not open for business.
- (6) As applicable, the vendor of a mobile food vehicle and the owner or their agent of the private property seeking a location-specific mobile food permit shall be subject to a mobile food vending application fee.
- (7) On private property in commercial centers and lots, in office developments, that have location specific permits, only one mobile food vehicle is permitted at a time. The mobile food vendor will be allowed at the same location up to six times per year, and up to two consecutive days at a time.
- (8) Each commercial center or commercial lot will be allowed to locate mobile food vendor(s) up to twelve days per year. No single mobile food vendor will be allowed on the same property more than six times per year, and can only reside two consecutive days at a time.
- (9) Each industrial property will be allowed to locate mobile food vendor(s) once per week. No single mobile food vendor will be allowed on the same property more than once per week, and can only reside two consecutive days at a time.
- (10) Mobile food vending permits and location-specific mobile food permits shall expire in one year concurrently with the annual business license and shall be subject to annual renewal.

### **Section 9-205(6) Operational Requirements.**

- (1) General requirements. Unless otherwise specifically approved by the Board of Mayor and Aldermen, the following operational requirements shall apply to all mobile food vendors and location-specific mobile food permit holders:
- (a) Mobile food vehicles may operate only on properties within office developments, commercial centers and lots, industrial properties, mixed-use centers, and civic or institutional properties with written permission from the property owner or their

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

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

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

- (1) Compliance with all general requirements listed above.
- (2) **At the discretion of the Parks Director, or their designee, the Parks Department may coordinate mobile food vending days and accept proposals from mobile food vendors desiring to vend in City of Bartlett public parks. At a minimum, any proposal shall include the following:**
  - (a) Proof of any required licenses and permits;
  - (b) A picture and written description of the mobile food vehicle proposed to be used;

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

sexual assault.

- (d) The licensed vendor or operator failed to maintain or acquire any permits required by this chapter.

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

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

### **Section 9-205(9) Insurance.**

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

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

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

### **Section 4. Severability**

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

**Section 5. Effective Date.** BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading:           October 24, 2023

Second Reading: November 14, 2023

Third Reading: November 28, 2023

---

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

---

David Parsons, Mayor

---

Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/14/23 06:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Trey Arthur

---

**Special event permit for Christmas in Bartlett Market & Festivities.**



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

|                                                                                           |                                         |
|-------------------------------------------------------------------------------------------|-----------------------------------------|
| 2629 Bartlett Blvd                                                                        | 38134                                   |
| <b>Address</b>                                                                            | <b>Zip Code</b>                         |
| November 17-18, 2023                                                                      | 17, 4pm-7pm & 18, 9am-4pm               |
| <b>Dates of the Event</b>                                                                 | <b>Hours of the Event</b>               |
| Seasonal- Christmas Market                                                                |                                         |
| <b>Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)</b> |                                         |
| City of Bartlett                                                                          |                                         |
| <b>Property Owner</b>                                                                     |                                         |
| Bartlett Area Chamber of Commerce                                                         | 2969 Elmore Park Rd, Bartlett, TN 38134 |
| <b>Special Event Permit Applicant</b>                                                     | <b>Address of Applicant</b>             |
| 901-372-9457                                                                              |                                         |
| <b>Phone Number</b>                                                                       | <b>Fax Number</b>                       |

**Check all items that apply:**

**For information call (901) 385-6425.**

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

|         |                    |
|---------|--------------------|
| \$60.00 | Special Event Fee  |
| \$5.00  | Permit Issuing Fee |
| \$7.00  | Software Fee       |
| \$      | 2% Credit Card Fee |
| \$      | Total Permit Fee   |

|                                                      |             |
|------------------------------------------------------|-------------|
| Kathy Carl                                           | 10/26/23    |
| <b>Responsible Person Signature and Printed Name</b> | <b>Date</b> |

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

**APPROVAL**

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

Attachment: 2629 BARTLETT BLVD-CHRISTMAS MARKET-2023 (3441 : Christmas Market)

## Special Event Checklist

**Event:** Christmas in Bartlett Market & Festivities

**Location:** 2629 Bartlett Blvd

**Dates:** November 17 & 18, 2023

**Type of special event:** (Check one.)

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



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

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

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

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

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

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

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

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

☐ *Yard sales.* Yard sales regulated under Article VI, Section 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-<br>mitted<br>✓ or X | OK                                  | N/A                                 | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|--------------------------|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <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 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <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 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.                                                                                                                                                                                                                                                                                                                              |
| 6 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.                                                                                                                                                                                                                                                                                                                           |
| 8 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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-<br>mitted<br>✓ or X | OK                                  | N/A                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Comments              |          |                       |         |                          |         |                    |         |                            |         |  |
|----------------------------|--------------------------|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|-----------------------|---------|--------------------------|---------|--------------------|---------|----------------------------|---------|--|
| 9                          |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <p><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.</p> <p><b>Table V.27-1: Special Event Maximum Duration</b></p> <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                         |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <p>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.</p>                                                                                                                                                                                                                                                                                                                                        |                       |          |                       |         |                          |         |                    |         |                            |         |  |
| 11                         |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                  |                       |          |                       |         |                          |         |                    |         |                            |         |  |

|    | Sub-<br>mitted<br>✓ or X | OK                                  | N/A                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Comments |
|----|--------------------------|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> <li>a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days.</li> <li>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.</li> <li>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.</li> </ul> <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p> |          |
| 13 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <p><b>Traffic circulation.</b> 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.</p>                                                                                                                                                                                                                                                                      |          |
| 14 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <p><b>Street closings.</b> 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |

| Sub-<br>mitted<br>✓ or X OK | N/A                                                          | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15                          | <input checked="" type="checkbox"/> <input type="checkbox"/> | <p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul> |
| 16                          | <input checked="" type="checkbox"/> <input type="checkbox"/> | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 17                          | <input checked="" type="checkbox"/> <input type="checkbox"/> | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 18                          | <input checked="" type="checkbox"/> <input type="checkbox"/> | <p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|    | Sub-<br>mitted<br>✓ or X | OK                                  | N/A                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments |
|----|--------------------------|-------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 19 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <p><i>Area of parking lot dedicated to outdoor special events.</i></p> <p>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.</p> <p>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.</p> |          |
| 20 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <p><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.</p>                                                                                                                                                                                                          |          |
| 21 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <p><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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |

### Conditions

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

|    | Required<br>✓ or X                  | N/A                                 | Comments                                                                                                                                                                                                                                                   |
|----|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Limitations on signs.                                                                                                                                                                                                                                      |
| 23 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Temporary arrangements for parking and traffic circulation.                                                                                                                                                                                                |
| 24 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.                                                                                                                                          |
| 25 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.                                                                                                                    |
| 26 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | The provision of traffic control or security personnel to ensure the public safety and convenience.                                                                                                                                                        |
| 28 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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-<br>mitted<br>✓ or X | OK                                  | N/A                                 | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|--------------------------|-------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 29 |                          |                                     |                                     | Name and address of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 30 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Names and address of the owner of the premises on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                               |
| 31 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.                                                                                                                                                                                                                                                                                                                        |
| 32 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Description of the site on which the proposed event is to be held.                                                                                                                                                                                                                                                                                                                                                                                      |
| 33 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Date of the proposed event.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 34 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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 |                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 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 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Location and number of proposed temporary public toilets.                                                                                                                                                                                                                                                                                                                                                                                               |
| 37 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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 |                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 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<br>✓ or X             | N/A                      |                                                                                                                                                                                                     | Comments |
|----|--------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 39 | <input type="checkbox"/> | <input type="checkbox"/> | A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.                                                                                  |          |
| 40 | <input type="checkbox"/> | <input type="checkbox"/> | 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 | <input type="checkbox"/> | <input type="checkbox"/> | An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.                                                                                             |          |
| 42 | <input type="checkbox"/> | <input type="checkbox"/> | The Permitting Official determines the following:<br>a. The special event will comply with the special event performance standards...;                                                              |          |
| 43 | <input type="checkbox"/> | <input type="checkbox"/> | 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 | <input type="checkbox"/> | <input type="checkbox"/> | 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 | <input type="checkbox"/> | <input type="checkbox"/> | d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.                                                            |          |



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

**PARKS AND RECREATION**

September 1, 2023

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

Bartlett Chamber of Commerce has requested the use of A. Keith McDonald Pavilion. This is for the Christmas in Bartlett Market & Festivities. This event will be held Friday, November 17, 2023 from 4:00pm until 7:00pm, and Saturday, November 18, 2023 from 9:00am until 4:00pm.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Wright", is written over a circular stamp.

Paul Wright  
 Assistant Director Parks and Recreation Department  
 City of Bartlett

cc: Kathy Karl  
 901-372-9457  
[kcarl@bartlettchamber.org](mailto:kcarl@bartlettchamber.org)

Attachment: 2629 BARTLETT BLVD-CHRISTMAS MARKET-2023 (3441 : Christmas Market)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 10/26/2023

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

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

|                                                                                                                        |  |                                                                                                                                                                                                                   |  |
|------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>McDonald Insurance Agency<br>Leslie Betts<br>1612 Westgate Circle #218<br>Brentwood TN 37027        |  | <b>CONTACT NAME:</b> Leslie Betts<br><b>PHONE (A/C, No, Ext):</b> (901) 385-1234 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> lbetts@mcdonaldins.net                                                           |  |
| <b>INSURED</b><br>Bartlett Area Chamber of Commerce<br>c/o John Threadgill<br>2969 Elmore Park Rd<br>Bartlett TN 38134 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Evanston Insurance Company <b>NAIC #</b> 35378<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                         | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                        |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>Host Liquor Liability<br>Retail Liquor Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | N             | 3DS5474-M3893200        | 11/17/2023<br>12:01 AM  | 11/19/2023<br>12:01 AM                                                                                                                                                                                                                                        |
|          | EACH OCCURRENCE \$ 1,000,000                                                                                                                                                                                                                                                                                                                                              |                    |               |                         |                         |                                                                                                                                                                                                                                                               |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                                                                                                                                                                                                                                                                                                      |                    |               |                         |                         |                                                                                                                                                                                                                                                               |
|          | MED EXP (Any one person) \$ 5,000                                                                                                                                                                                                                                                                                                                                         |                    |               |                         |                         |                                                                                                                                                                                                                                                               |
|          |                                                                                                                                                                                                                                                                                                                                                                           |                    |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                                                                                                                                                                                                            |
|          |                                                                                                                                                                                                                                                                                                                                                                           |                    |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                                                                                                                                                                                                |
|          |                                                                                                                                                                                                                                                                                                                                                                           |                    |               |                         |                         | PRODUCTS - COM/OP AGG \$ 2,000,000                                                                                                                                                                                                                            |
|          |                                                                                                                                                                                                                                                                                                                                                                           |                    |               |                         |                         | Deductible \$ 1,000                                                                                                                                                                                                                                           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                   |                    |               |                         |                         |                                                                                                                                                                                                                                                               |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <b>RETENTION S</b>                                                                                                                                                                                                                           |                    |               |                         |                         |                                                                                                                                                                                                                                                               |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                             | Y/N                | N/A           |                         |                         |                                                                                                                                                                                                                                                               |
|          |                                                                                                                                                                                                                                                                                                                                                                           |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          |                                                                                                                                                                                                                                                                                                                                                                           |                    |               |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                      |

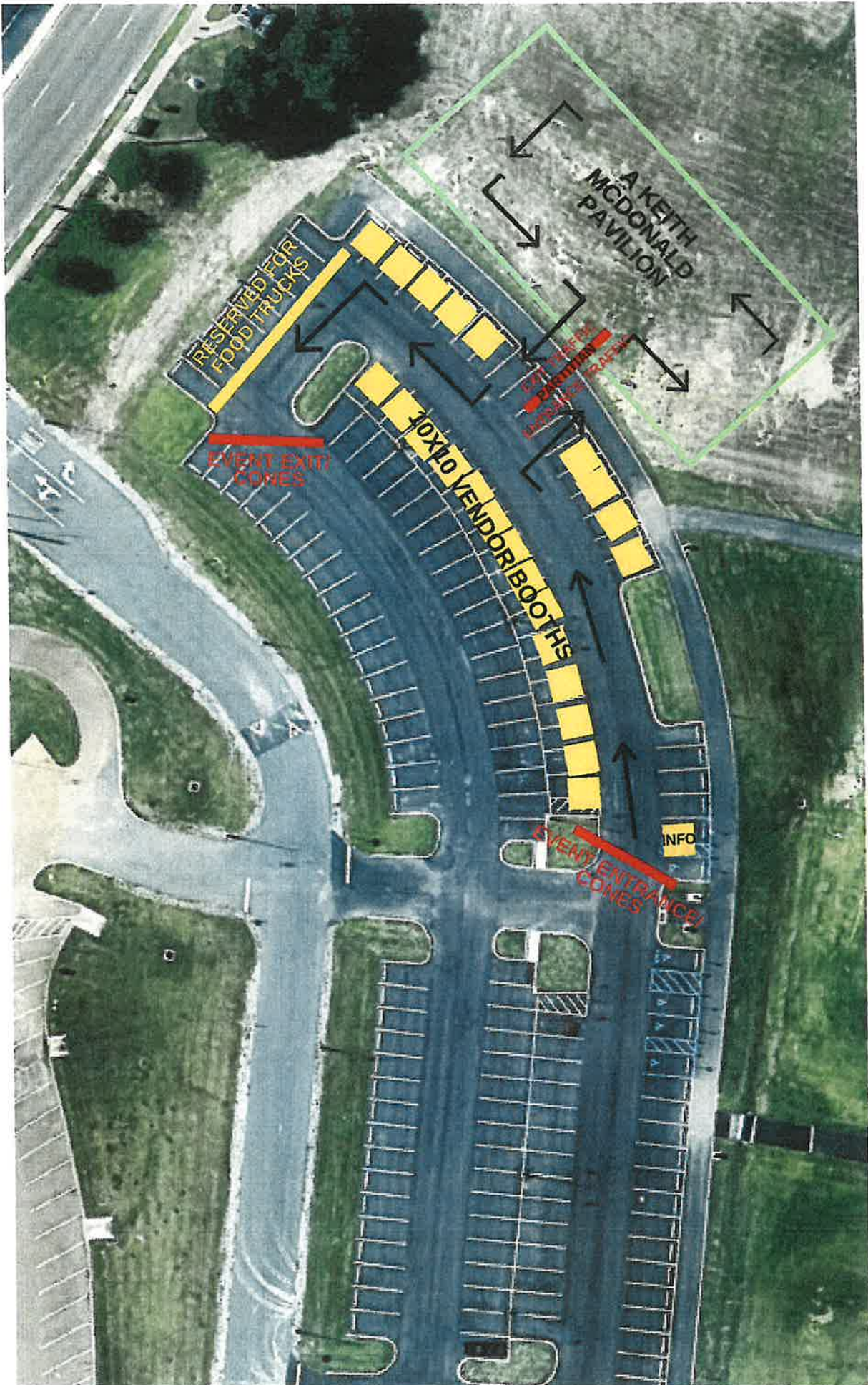
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 1200, Event Type: Holiday Event - Not Haunted - No Admission Charge/Open to the Public.

**CERTIFICATE HOLDER**
**CANCELLATION**

|                                                        |                                                                                                                                                                                                                        |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Bartlett<br>6400 Stage Rd<br>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.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br>Leslie Betts |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/14/23 06:00 PM

Department: Board of Mayor and Aldermen

Category: Agreement

Prepared By: Penny Medlock

Department Head: David Parsons

---

**Reestablish the second Board of Mayor and Aldermen meeting in December, and set the date for December 19, 2023.**

To reestablish the second Board of Mayor and Aldermen meeting for December that was unanimously dispensed at the October 10, 2023 meeting. The second meeting in December would have been scheduled for December 26, 2023 but City offices are closed. Set the second meeting to December 19, 2023.



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 11/14/23 06:00 PM

Department: Information Technology

Category: Bid

Prepared By: Penny Medlock

Department Head: Kevin Franz

## Bid for Community Development Software.

On June 30, 2023 an ad was placed in *The Daily News*. On July 28, 2023, the City of Bartlett received 10 bids, which were opened at City Hall. The cost proposal sheet is included in the packet and the three lowest bids are listed below.

Bids were received from the following companies:

|            |              |
|------------|--------------|
| iWorQ      | \$90,200.00  |
| Civic Plus | \$96,500.00  |
| MaintStar  | \$145,000.00 |

We recommend the bid be awarded to iWorQ for a total initial price of \$90,200.00.

Funds are available in Account 123.48123.264.

Thank you for your consideration.



City of Bartlett Purchasing

RFP: # FY2023--06-30 Community Dev Software & Asst  
Mgmt

Depts: Code, Planning, Eng, PW, BL, Fire

Due: July 28, 2023

Reviewer: IT

|                      | CSI Magnet    | iWorQ         | CivicPlus     | MaintStar     | Brightly      | GovPilot      | OpenGov       | Speridian     | Tyler         | KCI Tech        |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|
|                      |               |               |               |               |               |               |               |               |               |                 |
|                      |               |               |               |               |               |               |               |               |               |                 |
|                      |               |               |               |               |               |               |               |               |               |                 |
| One-time Costs:      | \$ 68,650.00  | \$ 35,000.00  | \$ 41,000.00  | \$ 80,000.00  | \$ 72,516.02  | \$ 121,212.00 | \$ 176,679.00 | \$ 385,000.00 | \$ 197,590.00 | \$ 759,111.00   |
| Annual Maintenance:  | \$ 34,325.00  | \$ 54,000.00  | \$ 59,500.00  | \$ 65,000.00  | \$ 42,215.02  | \$ 121,212.00 | \$ 119,747.00 | \$ 94,640.00  | \$ 139,633.00 | \$ 158,564.00   |
|                      |               |               |               |               |               |               |               |               |               |                 |
| 5-Year cost estimate | \$ 240,275.00 | \$ 305,000.00 | \$ 369,775.06 | \$ 379,500.00 | \$ 450,617.70 | *\$606,060.00 | \$ 838,356.77 | \$ 858,200.00 | \$ 895,755.00 | \$ 1,551,931.00 |

\*estimated based on conversation with Rep

Committee deemed Price prohibitive

No Public Works Asset solution

|                                                  |        |       |       |         |     |    |     |     |        |       |
|--------------------------------------------------|--------|-------|-------|---------|-----|----|-----|-----|--------|-------|
| Committee Evaluation Results:                    |        |       |       |         |     |    |     |     |        |       |
| Code (opted to evaluate only new & under \$850k) | 0      | 131   | 0     | 128     | 131 | 0  | 124 | 0   | 0      | 0     |
| Planning                                         | 94     | 120   | 73    | 74      | 116 | 72 | 69  | 105 | 98     | 106   |
| Information Technology                           | 96     | 128   | 104   | 127     | 113 | 96 | 110 | 117 | 109    | 114   |
| Public Works (evaluated PW criteria only)        | 72     | 79    | 68    | 82      | 76  | 57 | 73  | 78  | 76     | 80    |
| Average Score                                    | 65.375 | 114.5 | 61.25 | 102.625 | 109 | 56 | 94  | 75  | 70.625 | 74.75 |
| Eliminate based on initial Evaluation            | X      |       | X     |         | X   | X  | X   | X   | X      | X     |
| Considered in next step                          |        | X     |       | X       |     |    |     |     |        |       |
| Chosen to present to Board                       |        | X     |       |         |     |    |     |     |        |       |



COMMUNITY DEVELOPMENT,  
RFP #FY2023-06-30

Original

Submitted by:





July 1st, 2023

To Whom it may concern:

I enclose the RFP response to provide our online web-based solution for the City of Bartlett. This proposal remains valid for 90 days subsequent to the date of the cost Proposal and in regard to the potential contract that may result from this RFP. iWorQ agrees to comply with all of the provisions of the RFP and terms and conditions of the proposed contract.

iWorQ Systems will support, implement, and train the City of Bartlett without any 3rd party or subcontractors. iWorQ is the sole vendor/supplier/distributor/provider of our service offerings and applications.

iWorQ has been providing community development and public works software solutions for more than 22 years and serve more than 2,200 customer agencies throughout the United States and Canada.

iWorQ System's lead the industry in delivering hosted web-based solutions that only require a web browser (Chrome, Safari, Edge, Firefox, etc.) for users to access iWorQ and the Public Portal from desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine the best device to utilize inside the office or in the field.

iWorQ has successfully implemented hundreds of projects similar to the City of Bartlett's Work Order/Asset Management & Community Development/Permitting software solution. We are confident in providing a solution that will improve your internal communication as well as increasing your responsiveness to your customers while reducing the time and effort of your staff.

Bartlett, Tennessee - RFP FY 2023-06-030 Community Development Project



We do this through streamlining your processes through our applications inside the office, out in the field, and access for your contractors and customers through our Citizen Engagement mobile app and web portal allowing online payments, requests for permits, and more.

Thank you for this opportunity,

Ty Pebley, Vice President of Sales  
iWorQ Systems, Inc.  
1125 W 400 N  
Logan, UT 84321  
Phone: (435)755-5126  
Email: [ty@iworq.com](mailto:ty@iworq.com)



### **Cloud Based Systems and Saas (Software as a Service):**

iWorQ's hosted solution utilizes Amazon Web Services (AWS) Gov Cloud, which includes SSL encryption and disaster recovery in case of any natural disaster event or even man-made events such as ransomware attacks. iWorQ provides both onsite (AWS Facilities) and offsite backups for its customers to assure data is secure and available. iWorQ has over 2,200 agencies that are all deployed in our AWS Gov Cloud. iWorQ was the first fully cloud deployed software vendor in this area of local government providing the breadth and experience necessary to provide a smooth transition from your legacy system (on-premise) to our SAAS provided solution. iWorQ will also provide data backups on premise to an FTP site maintained by the Town.

### **System Security:**

iWorQ's hosted solution utilizes Amazon Web Services (AWS) Gov Cloud, which includes SSL encryption for iWorQ applications and TSL encryption (PCI Compliance) through our payment processor. iWorQ does not provide Active Directory integration but does provide password requirements for each user access and is managed by an administrator.

### **GIS Integration:**

iWorQ will update your GIS files through RESTservices providing live integration with layers on the map and daily property details if such data is readily accessible. If Bartlett can only provide it annually or monthly, we can import it at such intervals giving the Community Development and Public Works department seamless access to desired layers on the map and updated status information.

### **Mobile Inspection:**

iWorQ is developed with HTML5 enabling the City of Bartlett to utilize Windows, Android and Apple iOS devices for use in the field. This enables personnel to manage cases out in the field from any mobile device. Automate creation of a case that will create a notice or letter, a follow up activity, and fill in the specific code violation or building inspection with just one click of the button. This also enables users to utilize speech to text to update critical data, upload photos and documents and attach them to a case or permit from the mobile device.

Quickly view permit and case details and have access to GIS and property information and details to successfully determine next steps based on full history of inspections, permits, complaints, code violations, etc.

Bartlett, Tennessee - RFP FY 2023-06-030 Community Development Project



### **Online Portal:**

iWorQ will provide an online, public portal that will serve as a “one stop shop” for the citizens and contractors for permit and business license applications, code enforcement requests, and work order requests. The portal will include the city of Bartlett's specific requirements and instructions for applying for a permit, along with paying fees, requesting inspections and resubmitting plans.

### **Point of Sale (PoS):**

iWorQ will provide both in-person and online cashiering. iWorQ integrates with Payroc, which provides TSL encryption and is PCI compliant. Payroc is integrated with iWorQ making the transactions online and at the counter seamless between Payroc and iWorQ. At the counter transactions can also include sundry items such as maps or photocopies and allows for multiple transactions to be included in one transaction.

### **Financial Integration:**

iWorQ will create financial reports for the City that can be run by staff members in a CSV format making it easy to upload into the City's financial system. iWorQ users can create and store custom reports. The software includes a report generator that allows customization of virtually any report the user may need. Agencies can run reports by month, by permit type, fees collected, inspector, and activities completed.

Reports can be summarized and categorized easily. With the click of a button, the reports open seamlessly into Microsoft Excel for additional chart and graph capabilities. iWorQ will provide an unlimited number of custom reports as well as training for your staff if they would like to learn how to create ad-hoc reports of their own.

### **Additional Features Beyond Specifications**

Any additional permit types can be added at any time. Our platform provides our customers with the ability to easily configure and add permits or any type of data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or development background to perform. In addition to being able to add new fields or permit types, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ability to add fields on the fly and to be able to report against them without having to hire a technical resource or pay a 3rd party vendor can save a substantial amount of time for the City of Bartlett, which reduces the total cost of ownership with the iWorQ platform.

Bartlett, Tennessee - RFP FY 2023-06-030 Community Development Project



### **Standard Commercial Project**

iWorQ provides an off-the-shelf software solution, which currently serves over 2,200 clients throughout the US. Each system is uniquely configured to each municipality, but every customer is capable of receiving any new updates and enhancements as every new functional enhancement is built within the framework of the entire customer base. This ensures we don't have any customers that are left behind without receiving the newest technology benefits.

### **Configuration and Customization**

iWorQ provides unlimited training and support for each user on the system. iWorQ's platform can be configured without minimal training that can be done by our support team or your team can be trained to configure and modify the system independently. The configuration of iWorQ does not require redevelopment or modifications to program source-language code that would cause the installed system to not be maintained as part of the company's normal updates.

### **Installation, Training and Support**

iWorQ shall provide a Project Manager to oversee the services provided with an agreed upon Statement of Work. The iWorQ Project Manager shall work closely with the City of Bartlett to coordinate project activities and resources, to provide project status reporting, and to ensure quality of iWorQ deliverables.

### **Project Planning and Organization**

Project Planning and Organization tasks include the establishment of the iWorQ project team and the provision of a Project Kickoff Meeting. During the Project Kickoff Meeting, iWorQ shall meet with the City of Bartlett project team members and stakeholders to provide a project overview, to discuss project expectations, and to review intended outcomes. This activity also identifies and communicates specific project tasks to be undertaken by iWorQ and the City of Bartlett.



### **Implementation Guide**

The iWorQ Project Manager shall manage iWorQ activities through an iWorQ Project Implementation Guide and will be added to as necessary for the requirements of the project. The Project Guides shall describe tasks, estimated duration, and estimated completion dates. The iWorQ Implementation Guide shall describe the elements and define associated deliverables and resources. The project plan shall include the following in compliance with the City's project management expectations:

- Setup Process and Initiation
- Planning
- Training
- Implementation

The iWorQ Project Manager shall coordinate with the Cities Project Manager by regularly providing an up-to-date iWorQ Project Plan to maintain and manage the schedule including the determination and assignment of tasks, and schedule adjustments.

### **Maintenance & Support**

Contact Support for iWorQ is available by telephone or e-mail from 6:00 am to 5:00 pm Mountain time, Monday through Friday, except for federal holidays. iWorQ provides an integrated email application to easily request assistance right within the application when a problem is found. iWorQ generally provides an initial response within four (4) hours of first contact. iWorQ will, after verifying that an error is present, initiate work toward development of a solution. 99% of all support requests are solved within the same day initial contact is made.

If the error is categorized as "bug" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), iWorQ will provide a solution through an update, which occur on a daily basis release as soon as possible enabling quick updates for bug fixes allowing us to solve over 99% of all reported bugs within 48 hours of initial contact. Any reported bugs not resolved within 24 hours are escalated to the Chief Technology Officer. If a bug is not resolved within 48 hours, iWorQ will communicate with your agency directly to provide an expected date of a bug fix solution.

iWorQ tracks and maintains all feature and enhancement requests, which are weighted and prioritized based on overall impact to iWorQ's customer base. Year-to-date iWorQ Bartlett, Tennessee - RFP FY 2023-06-030 Community Development Project



documented 473 enhancement requests and implemented 283 of those requests. Requests are reviewed regularly and once a request is determined to be incorporated into iWorQ it is generally implemented within 3-6 months.

The iWorQ cost quote includes unlimited users, support, and training of all system users. iWorQ does not require a user to be an administrator to contact our support team. Any user on the iWorQ system can contact our support team directly.

#### **References:**

Leslie Johnson  
Capital Projects Manager  
Red Bank, TN  
Phone- 423-269-7952  
Email- [ljohnson@redbanktn.gov](mailto:ljohnson@redbanktn.gov)

Jeff Dewire  
Public Works Director  
Columbia, TN  
Phone- 931-388-8650  
Email- [jdewire@columbiatn.com](mailto:jdewire@columbiatn.com)

Kevin Music-  
Streets Supervisor  
Crossville TN  
Phone- 931-484-7631  
Email- [kevin.music@crossvilletn.gov](mailto:kevin.music@crossvilletn.gov)

Name: Tim Pendleton  
Title: Building Official  
Collierville, TN  
Phone Number: 901-457-2310  
Email Address: [tpendleton@colliervilletn.gov](mailto:tpendleton@colliervilletn.gov)

Name: Franklin Wilkinson  
Title: Building Commissioner  
Cheatham County  
Phone Number: 615-840-5644  
Email Address: [franklin.wilkinson@cheathamcountyttn.gov](mailto:franklin.wilkinson@cheathamcountyttn.gov)

Name: Chuck Martin  
Bartlett, Tennessee - RFP FY 2023-06-030 Community Development Project



Title: Building Official

Signal Mountain

Phone Number: 423-531-4741

Email Address: [cmartin@signalmountaintn.gov](mailto:cmartin@signalmountaintn.gov)

Bartlett, Tennessee - RFP FY 2023-06-030 Community Development Project

PW Asset Management & Community Development/Permitting

RFP: FY2023-06-30

Due Date: July 14, 2023

## Exhibit B

### IRAN DIVESTMENT ACT

*“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”*

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.109.php.

Print Name Ty Pebley  
 Signed Ty Pebley  
 Title Vice President of Sales

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

NOTE: Proposals cannot be considered nor awards made to anyone without the above required statement.

PW Asset Management & Community Development/Permitting

RFP: FY2023-06-30

Due Date: July 14, 2023

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City of Bartlett.

The proposer agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving proposals.

Respectfully submitted;

IWORQ SYSTEMS  
 NAME OF FIRM ty@iWorq.com Email

Ty Pebley  
 Authorized Representative (Typed or Printed) (435) 755-5726 Phone Number

Ty Pebley  
 Authorized Representative Signature (Required) 7-5-23 Date

Attachment: iWorQ Systems Proposal -- Bartlett (3442 : Community Development Software)

PW Asset Management & Community Development/Permitting  
 RFP: FY2023-06-30  
 Due Date: July 14, 2023

## XI. EXHIBITS

### Exhibit A

#### REFERENCES

References for three similar-sized municipalities actively using solution:

1. Reference Name: Collierville, TN

Contact Name: Tim Pendleton

Email: tpendleton@colliervilletn.gov

Address: \_\_\_\_\_

Telephone: 901-457-2310

2. Reference Name: Cheatham County, TN

Contact Name: Franklin Wilkonson

Address: franklin.wilkonson@cheathamcountytn.gov

Telephone: 615-840-5644

3. Reference Name: Red Bank, TN

Contact Name: Leslie Johnson

Address: ljohnson@redbanktn.gov

Telephone: 423-269-7952

Note: This Qualifications & References sheet must be included with the proposal.

PW Asset Management & Community Development/Permitting  
 RFP: FY2023-06-30  
 Due Date: July 14, 2023

## Exhibit B

### IRAN DIVESTMENT ACT

*"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."*

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.109.php.

Print Name Ty Ribley  
 Signed Ty Ribley  
 Title VP of Sales

Subscribed and sworn before me this 11 day of July, 2023.  
 Signed [Signature] Print Name Jennifer Young  
 Title Notary Public  
 My commission expires: 2/10, 2026.

NOTE: Proposals cannot be considered nor awards made to anyone without the above required statement.



Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**iWorQ Systems Inc**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**PO BOX 3784**

**6** City, state, and ZIP code  
**LOGAN UT 84323**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

or

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 7 | - | 0 | 6 | 8 | 6 | 9 | 1 | 7 |
|---|---|---|---|---|---|---|---|---|---|

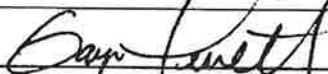
### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► 

Date ► 1/5/2023

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CERTIFICATE OF LIABILITY INSURANCE

6.3.b

DATE (MM/DD/YYYY)

6/6/2023

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

|                                                                                                                |                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Leavitt Group of Northern Utah<br>120 West Cache Valley Blvd<br>Suite 110<br>Logan UT 84321 | <b>CONTACT NAME:</b> Jill Roberts<br><b>PHONE (A/C, No, Ext):</b> (435) 752-1351<br><b>FAX (A/C, No):</b> (866) 553-5245<br><b>E-MAIL ADDRESS:</b> jill-roberts@leavitt.com                     |
| <b>INSURED</b><br>iWorQ Systems Inc., Public Works 1, Text My Gov<br>PO Box 3784<br>Logan UT 84323             | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Continental Casualty Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES** **CERTIFICATE NUMBER: 22-23 & 23-24** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | B 4017702097  | 9/1/2022                | 9/1/2023                | EACH OCCURRENCE \$ 2,000,0<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,0<br>MED EXP (Any one person) \$ 10,0<br>PERSONAL & ADV INJURY \$ 2,000,0<br>GENERAL AGGREGATE \$ 4,000,0<br>PRODUCTS - COM/OP AGG \$ 4,000,0<br>Employment Practices liabi \$ 250,0 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                  |           |          | B 4017702097  | 9/1/2022                | 9/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                         |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                  |           |          | B 4034561998  | 9/1/2022                | 9/1/2023                | EACH OCCURRENCE \$ 1,000,0<br>AGGREGATE \$ 1,000,0<br>\$<br>PER STATUTE<br>OTH-ER                                                                                                                                                                                     |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                                                   |           |          |               |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                              |
| A        | <b>Technology Errors &amp; Omissions</b>                                                                                                                                                                                                                                                                                                            |           |          | 6021379795    | 2/10/2023               | 2/10/2024               | Each Claim/ Aggregate Limit 1,000,0<br>Deductible Each Claim 1,000,0                                                                                                                                                                                                  |

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

|                                                                                                                            |                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>gperrett@iworq.com<br><br>iWorQ Systems Inc.<br>Text My Gov<br>PO Box 3784<br>Logan, UT 84323 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br>Jill Roberts/JIROBE |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PW Asset Management & Community Development/Permitting  
 RFP: FY2023-06-30  
 Due Date: July 14, 2023

## Exhibit C

  
 Proposer's Initials

### Page 2 – Cost Proposal Sheet

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

**Cost Proposal:** The City wishes to know the final and complete cost of each proposal and to realize only those additional costs beyond the proposal that the City requests. All cost proposals must include but not be limited to license fees, modifications, training, travel and per diem, installation, service charges, upgrades, documentation, taxes, discounts, etc. Costs associated with on-going maintenance and support must be identified. All Cost tables should be sub-totaled and totaled. Costs should be broken down as follows:

1. One-Time Costs: Please provide a lump sum with an itemized list of costs.
  - Application software (broken down if applicable)
  - Implementation costs, including the cost of conversion and/or transferring applicable, existing data
  - Hardware (if necessary)
  - Operating and system software, if necessary
  - Training
  - Support costs, including the 12 months of required support following system implementation
  - All other one-time costs. Please define each cost.
2. Recurring Costs:
  - Concurrent software license/maintenance agreements, if applicable (per user and total)
  - General software license/maintenance agreements, if applicable (per user and total)
  - Necessary upgrades, if applicable
  - Other (list all other recurring costs)
3. Hourly Rates:
  - List all hourly rates for additional contract work requested by the City outside of the scope of work indicated in this RFP, as may be necessary or recommended

The proposer shall ensure that the proposer's name is reflected on all pages of the Cost Proposal Table or Form.



Cost Proposal (detailed proposal attached)

1. One-time costs: \$35,000
  - a. Data Conversion included.
  - b. Cloud-based
  - c. Any internet browser (Chrome is recommended as we do our backend testing in Chrome)
  - d. iWorQ includes unlimited training.
  - e. iWorQ includes free ongoing tech support.
2. Recurring Costs: \$54,000
  - a. All upgrades or product enhancements are included to existing customers at no additional cost.
  - b. Line-item costs are included with attached price proposal
3. Hourly Rates: N/A

## IWORQ SERVICE AGREEMENT

### For iWorQ applications and services

Bartlett here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### 1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### 2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

#### 3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### **4. CUSTOMER DATA:**

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

#### **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

#### **7. TERMINATION:**

Either party may terminate this agreement after the initial 2-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. The city has determined that funds have been made available for year 1. Year 2 of the contract is subject to the availability and annual appropriation of funds for such goods or services and that in the event funds are not appropriated or otherwise made available to support continuation of performance, the City

will notify iWorQ and the contract will become null and void without any penalties or damages.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

## 8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

## 9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact Kevin Franz Title IT Manager

Office Phone 901-385-6464 Cell (required) 901-482-7506

Email kfranz@cityofbartlett.org

Secondary Implementation Contact John Schmidt Title Network Admin

Office Phone 901-385-5517 Cell (required) 901-860-1213

Email jschmidt@cityofbartlett.org

Portal Setup Contact (if applicable) Kevin Franz Title IT Manager

Office Phone 901-385-6464 Cell 901-482-7506

Email kfranz@cityofbartlett.org Signature Kevin J Franz

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

**10. CUSTOMER BILLING INFORMATION:**Billing Contact Accounts Payable Title AP ClerkBilling Address: 6400 Stage Road, Bartlett, TN 38134Office Phone 901-385-6427 Cell \_\_\_\_\_Email BartlettAP@cityofbartlett.orgPO# \_\_\_\_\_ (if required) Tax Exempt ID # 62-6011034**11. ACCEPTANCE:**

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

Effective Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number \_\_\_\_\_

Cell Number \_\_\_\_\_

# **iWorQ Service(s) Agreement**

## **APPENDIX A**

Attachment: iWorQ Systems Proposal -- Bartlett (3442 : Community Development Software)

## iWorQ Price Proposal

|                                            |                                                         |
|--------------------------------------------|---------------------------------------------------------|
| <b>Bartlett</b>                            | <b>Population- 57318</b>                                |
| <b>6400 Stage Road, Bartlett, TN 38134</b> | <b>Prepared by: Adrian Stewart and<br/>McKade Brady</b> |

### Annual Subscription Fees

| <b>Community Development Application(s) and Service(s)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Package Price</b> | <b>Billing</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| <p><b>Community Development (Enterprise Package)</b></p> <ul style="list-style-type: none"> <li>*Permit Management</li> <li>*Code Enforcement</li> <li>*Portal Home</li> <li>*Online credit/debit card processing integrated with iWorQ. (PayRoc)</li> <li>-Configurable portal for ease of applying for permits, tracking current permits, and paying fees online</li> <li>-Allows for submitting code enforcement issues online and viewing code cases</li> <li>-Messaging feature for easy interaction with citizens</li> <li>-Built-in automatic workflow capabilities</li> <li>-iWorQ Notifications included</li> <li>-Inspection and plan review tracking</li> <li>-Track permits and cases with customizable reporting</li> <li>-Includes Premium Data (25MB Uploads, 100GB Total Storage)</li> <li>-3 Scheduled Reports</li> <li>-3 Custom Web Forms for Portal Home</li> <li>-Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters</li> <li>-OpenStreetMap tracking abilities with quarterly updates</li> </ul> <p>GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service.</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)</p> | <b>\$15,000</b>      | Annual         |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |        |
| <b>Permit Management – Planning</b><br><br>- Available on any computer, tablet, or mobile device using Chrome Browser<br>- OpenStreetMap tracking abilities with quarterly updates<br>- Manage appeals, variances, plat applications, conditional use permits, etc.<br>- Option to track contractors and their licensing<br>- Track fees and payments<br>- Inspection and plan review tracking<br>- Configurable Reporting<br>- iWorQ notifications included<br>- Send out mass notifications to surrounding properties<br>- Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.<br><br>- Draw & annotate on plans<br>- Save data in layers on plans<br>- Place watermarks on plans<br>- Includes Premium Data (25MB File Upload Size & 100GB Total Storage) | <b>\$6,000</b>  | Annual |
| <b>Business License Management</b><br><br>-Available on any computer, tablet, mobile device using Chrome Browser<br>-Quarterly Parcel Upload<br>-License for Businesses<br>-Renewal and invoicing capabilities for one owner to one property<br>-Unlimited letters utilizing iWorQs template library, and up to 3 custom letters<br>-Reminder letter generation                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$6,000</b>  | Annual |
| <b>24 Additional Web forms for Online Permit and License Applications.</b><br><br>(Total Web Forms = 27)<br>Note: Additional Web Forms can be purchased as needed:<br>\$500/annually for 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$1,200</b>  | Annual |
| <b>15 Additional Customer Letters</b><br><br>(Total Customer Letters = 18)<br>Note: Additional Custom Letters can be purchased as needed:<br>\$500/annually for 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Included</b> | Annual |

| Public Works Application(s) and Service(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Package Price          | Billing       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------|
| <p><b>Public Works Package (Infrastructure)</b></p> <p>Package includes:</p> <ul style="list-style-type: none"> <li>* Work Management</li> <li>* Sign Management</li> <li>* Pavement Management</li> <li>* Water Management</li> <li>* Sewer Management</li> </ul> <ul style="list-style-type: none"> <li>- Track and manage work by location using OpenStreetMap</li> <li>- Work order scheduling and templates</li> <li>- Track labor, inventory, parts, and material</li> <li>- Track work completed and maintenance history</li> <li>- Set maintenance, inspection, and work order schedules</li> <li>- Track sign location, MUTCD, condition, reflectivity, work orders etc.</li> <li>- Remaining service life (RSL), next treatment, 5-year budget etc.</li> <li>- 3 scheduled reports</li> <li>- Road layer on OpenStreetMap with color by lookup</li> <li>- Sign layer displayed on OpenStreetMap</li> <li>- Water Asset layers on OpenStreetMap (Hydrants, Lines, Valves.)</li> <li>- Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.)</li> </ul> <p>GIS RestServices Public Works</p> <ul style="list-style-type: none"> <li>- iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data monthly:</li> </ul> <p>Water Management Includes: hydrants, valves, and lines<br/> Sewer Management Includes: manholes, pumps, and lines<br/> Additional attribute data for each capital asset is \$500 annually.</p> <p>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour. \$250 to accommodate new configuration changes.</p> <ul style="list-style-type: none"> <li>* Available on any computer, tablet, or mobile device using Chrome browser</li> <li>* OpenStreetMap - Ability to track point and line layers</li> <li>* Quarterly GIS Updates</li> <li>* Configurable dashboard, fields, and reports</li> <li>* Premium Data Package - 25MB File Upload Size &amp; 100GB Total Storage</li> </ul> | <p><b>\$15,000</b></p> | <p>Annual</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|
| <b>Citizen Engagement Package</b><br><br>Package includes:<br>*Citizen Engagement<br><br>- Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS.<br>- Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.<br>- Includes premium data package (25mb file upload size and 100gb total storage).                         | <b>\$6,000</b>  | Annual |
| <b>Asset Management - Stormwater</b><br><br>- Track location, inspections, maintenance, and work orders (Work Management needed)<br>- Includes 5 capital asset layers on OpenStreetMap<br>- Additional capital asset layers can be purchased for \$500 annually.<br>- Set maintenance, inspection, and work order schedules<br><br>* Available on any computer, tablet, or mobile device using Chrome browser<br>* OpenStreetMap - Ability to track point and line layers<br>* Quarterly GIS Updates<br>* Configurable dashboard, fields, and reports    | <b>Included</b> | Annual |
| <b>Asset Management (Street Lights)</b><br><br>- Track location, inspections, maintenance, and work orders (Work Management needed)<br>- Includes 3 capital asset layers on OpenStreetMap<br>- Additional capital asset layers can be purchased for \$500 annually.<br>- Set maintenance, inspection, and work order schedules<br><br>* Available on any computer, tablet, or mobile device using Chrome browser<br>* OpenStreetMap - Ability to track point and line layers<br>* Quarterly GIS Updates<br>* Configurable dashboard, fields, and reports | <b>Included</b> | Annual |
| <b>Asset Management (Garbage Carts)</b><br><br>- Track location, inspections, maintenance, and work orders (Work Management needed)<br>- Includes 3 capital asset layers on OpenStreetMap<br>- Additional capital asset layers can be purchased for \$500 annually.                                                                                                                                                                                                                                                                                      | <b>Included</b> | Annual |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|
| <ul style="list-style-type: none"> <li>- Set maintenance, inspection, and work order schedules</li> <li>* Available on any computer, tablet, or mobile device using Chrome browser</li> <li>* OpenStreetMap - Ability to track point and line layers</li> <li>* Quarterly GIS Updates</li> <li>* Configurable dashboard, fields, and reports</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |        |
| <b>Facility Management Package</b><br><br>Includes: <ul style="list-style-type: none"> <li>*Facilities Asset Management</li> <li>*Work Management</li> <li>*Internal Facilities Request</li> </ul> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, or mobile device using Chrome Browser</li> <li>-Track up to 5 asset layers (i.e HVAC, plumbing, electrical) Additional layers can be purchased for a cost of \$500 per layer.</li> <li>-Work orders for employee cost, inventory, and purchase orders</li> <li>-Track inventory, parts, material</li> <li>-Maintenance schedules, work order scheduling, and templates</li> <li>-Inventory management</li> <li>-Configurable dashboard, fields, and reports</li> </ul> Facilities Requests <ul style="list-style-type: none"> <li>-Allow Employees the ability to submit work requests through the Online Portal</li> <li>-Webform/Link for Employees</li> <li>-Allows Employees the ability to search for previous work requests</li> <li>-Ability to create work orders from work requests</li> <li>-Configurable dashboard, fields, and reports</li> <li>-Includes Premium Data (25MB Uploads, 100GB Total Storage)</li> </ul> | <b>\$6,000</b>  | Annual |
| <b>Additional Storage and File Upload Size</b> <ul style="list-style-type: none"> <li>-Total File Upload size of 50 MB</li> <li>-Total Storage of 500 GB</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Included</b> | Annual |
| <b>Subscription Fee Total (This amount will be invoiced each year)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$55,200</b> | Annual |

## One-Time Setup, GIS integration, and Data Conversion Fees

| Service(s)                                              | Full Price Cost     | Package Price | Billing  |
|---------------------------------------------------------|---------------------|---------------|----------|
| Implementation and Setup cost year 1                    | \$35,000            | \$35,000      | Year One |
| Up to 5 hours of GIS integration and data conversion    | <del>\$1,000</del>  | Included      | Year One |
| Data Conversion                                         | <del>\$4,900</del>  | Included      | Year One |
| One-Time Setup Total (This amount will be added year 1) | <del>\$40,900</del> | \$35,000      | Year One |

|                               |                            |                 |                       |
|-------------------------------|----------------------------|-----------------|-----------------------|
| <b>Grand Total Due Year 1</b> | <b><del>\$96,100</del></b> | <b>\$90,200</b> | <b>Year One Total</b> |
|-------------------------------|----------------------------|-----------------|-----------------------|

## NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 90 days after receipt of signed iWorQ agreement and “notice of proceed letter” from City of Bartlett.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

**Updated: July 10, 2023**

Questions submitted for RFP FY2023-06-30... Responses in RED. "N/A" indicates the City determined the question is irrelevant to the RFP request.

1. Will the city accept licensing on a per-user basis? **Yes**
  - a. If so, how many internal staff users will need access to the system? **25 for Land Development side and 25 for Work Order side. Doubtful if we have that many logged in simultaneously.**
2. Can you please clarify what "pavement assessment integration with work order process" means? **The Engineering dept assesses the roads in the City for improvement/patching/repaving periodically. Some Vendors have a solution to incorporate this assessment into a Work Order process to schedule and track the needed repairs. This is not a requirement of the system, but is a desired piece if available.**
3. How many permits does the City process annually (on average)? **4000**
4. How many inspections does the City conduct annually (on average)? **21,300**
5. How many enforcement cases does the City process annually (on average)? **2731**
6. How many planning applications does the City process annually (on average)? **5000**
7. What system being replaced is currently being used today? **Access Databases for Public Works work orders. Permit/Code Enforcement/Citizen Portal – Magnet by CSI & MUNIS, Business License - MUNIS**
8. Can the City please provide a complete list of integrations required? **Possible integrations could be with the State Contractor licenses and County Parcel information, not required but desirable.**
9. Has the City seen any demonstrations of any permitting/planning/land management/code enforcement/business licensing systems in the past 12 months? **N/A**
  - a. If so, can the City please provide a list of the products you have seen? **N/A**

10. Has the City received any pricing estimates from any vendor for a permitting or planning or land management or code enforcement or business licensing system in the past 12 months? **N/A**
  - a. If so, can the City please provide a list of the vendors you have received pricing from? **N/A**
11. Has anyone outside of the City staff helped with the development of this RFP and/or the requirements list provided? **Yes**
  - a. If so, can the City please identify the parties that helped? **Other Municipalities**
12. What is the approved budget for the new solution? **Monies will be appropriated if a solution is approved**
13. Does the City have an anticipated project timeline and/or go-live date? **4<sup>th</sup> quarter 2023**
14. Can you provide any more insight on what Bartlett needs for the Permit System and Land Management portion? **At a minimum, the system should be capable of taking a Business License application online, creating a workflow of the different departments involved in the approval process and automatically sending that application through to each department as steps have been completed while notifying the Citizen of the status of the application. Specifically relating to the Permit and Code Enforcement side... the system should allow online Permit application for Citizens and Contractors. Also a front and back-end portal should allow for Code violations to be entered/reported by Citizen/employee. Permits and inspections would then be scheduled by employee for Code Inspectors to follow up on and mark as complete/fail/pass etc. Fire Marshal inspection should be a function of this too. This is by no means inclusive of all that would be required, but should paint the picture pretty well.**
15. Will the City consider extending the Due date to July 28, 2023? **Granted... Due Date has been extended to July 28, 2023**
16. What information is the City looking to migrate into the new system? **We would like to migrate all the history data into the new system.**
17. Can the City identify how many sources of data conversion are to be converted? **5 sources**
18. Does the City need the work order system need to fully integrate with the community development system? **Preferably would like the system to aggregate the data together for parcel lookups and show all events that took place, i.e. Fence Permit, Garbage Cart fix, Water Meter replacement, Grass violation etc.**

19. What challenges is the City experiencing with its existing system(s) and why is the City looking to purchase a new system now? **See #14 above for Land Mgmt. Work Order system is using old Access Database software. Historical lookups are very cumbersome and time consuming. Mobile accessibility will be needed in future. Cloud-based storage is desirable for cybersecurity reasons.**
20. What is the next step in the procurement process? Will the City be conducting demonstrations with potential vendors prior to purchasing? **Committee will evaluate the proposals and follow up with those that are deemed a good fit for the City.**
21. Will the City consider extending the RFP deadline to July 28, 2023 to allow time after the question responses are posted? **RFP deadline has been extended to July 28, 2023 @ noon.**
22. Was a consultant involved in writing the RFP? If so, will the consultant be involved in the decision-making process? **No and No**
23. Has funding been approved for this project? If so, what is the project budget? **Funding will be requested if a good fit is determined from the RFP responses.**
24. What are the evaluation criteria that will be used for the RFP process? **Committee is comprised of representatives from the departments who will utilize the solution. Evaluation of features and best fit for the City will be determined. Cost will be a consideration along with features, references, company reputation and history. Only finalists will be invited to participate beyond this which may consist of demos, price negotiations etc.**
25. Do you require that the awarded vendor be headquartered in the United States? **Vendor should be able to show they have a valid US Tax ID to operate in the US, if requested.**
26. Number 4 states "Have all necessary, applicable business and professional licenses." Can the City please specify what these are? **For this RFP, Vendor should be able to show they have a valid business license/Tax ID to operate in the US, if requested.**
27. **Section II, Minimum Proposer Requirement:** Number 6 states "Financial statements and banking information with three (3) years of audit information, if requested.
  - As a privately held company, we are unable to provide the financial information being requested in the RFP, which we consider as confidential and proprietary information. In lieu of providing this information, is the City willing to accept a letter written by a third party Auditor attesting to the financial health and stability of our company? **Yes**
  - What is the City's intent of requesting this financial information in a proposal? Is the City looking for information regarding solvency? **Solvency and Going Concern**

- Is there any alternative documentation that the City is willing to accept (if not the Auditor letter)? **Auditor letter would suffice**
- Is the City willing to sign a non-disclosure agreement in order for us to provide certain financial information? **Question should be addressed to City Attorney, see next response**
- Will the financial information be considered public information as part of the RFP process? **RFP information considered subject to TN Open Records Law**

29. In an effort to follow environmental and sustainability practices, would the City consider retracting the requirement for hardcopy proposal submissions? **Not at this time**

30. Is the City open to a phased implementation? **Sure**

31. The RFP states “Data migration from current system to new system”.

- What are the goals for historical data conversion? **To view history on each parcel/address**
- Are there any systems other than from an Access Database that you will need historical data migrated from? **Migrate permit data from MUNIS and MAGNET, Business License info from MUNIS**
- What use cases are you hoping to serve with the historical data? **Reports on specific parcels/addresses**
- Will you be using the data for purely informational purposes? **Yes**
- Will there be any need to perform transactional work on the data? **Possibly, reports for \$\$ associated**
- Do you have active projects (e.g. open permits ) in the data? **Yes**
- Will you need to close these applications in OpenGov, or are you able to close them out in your current system? **TBD**
- Do any of the records require renewals? E.g. Licenses, or permits that expire? **Yes**
- Does the data include scanned documents? E.g. PDF’s or scanned images. **Yes**
- What is the expected volume of records to be migrated from the previous system? **250,000+**
- Volume of documents/attachments? **250,000+**
- What is the quality of the asset/work order data? **Poor at best, Addresses are not consistent in the DB**
- What asset/work order data will be converted, i.e. work history, cost history, inspection history, request history, etc.? **All the above**
- What type of preventative maintenance plans will come over? **None**

32. Can you provide a full list of permit types, license types, and land use applications that you would like to be digitized in the new system?

**Code Dept Applications**

**Application for Accessory Building Permit-2023**

**Application for Building Permit-2023**

Application for Demolition Permit-2023  
 Application for Dumpster-Pod Permit-2023  
 Application for Electrical Permit-2023  
 Application for Fence Permit-2023  
 Application for Fire Safety-2023  
 Application for Gas Permit-2023  
 Application for Mechanical Permit-2023  
 Application for Plumbing Permit-2023  
 Application for Pool Permit-2023  
 Application for Sidewalk-Inlet-Driveway Permit-2023  
 Application for Sign Permit-2023  
 Application for Special Event Permit-2023  
 Commercial Building Permit Application-2023  
 Commercial Plans Re-Submittal form-2023  
 Commercial Plans Submittal form-2023  
 Contractor Portal Instructions  
 MLGW Inspection Request-2023  
 Notice To Contractors  
 Request Application for Sidewalk Inspection-House 4 Sale-2023  
**Planning Commission Applications**  
 Application Deadlines  
 Application for Construction Plan Approval  
 Application for Final Plan Approval  
 Application for Master Plan Approval  
 Application for Planned Development Approval  
 Application for Rezoning  
 Application for Site Plan Approval - PC  
 Application for Special Use Permit Approval  
 Application Instructions: Planning Commission  
**Design Review Applications**  
 Application Deadlines  
 Application for Sign Approval  
 Application for Site Plan Approval - DRC  
 Application Instructions: Design Review Commission  
 Ground Sign Landscaping Requirements  
 Ground Sign Plant List  
 Lighting Guidelines  
 Sign Ordinance  
**Business License**  
 Business License Application

33. Are there specific asset types that the City is requesting conversion/migration? If so, can the City please list accordingly? **Assets to track would be material, vehicles, personnel,**

garbage carts, meters, etc that Public Works would utilize on a daily basis that could be tied to a Work Order for cost analysis.

32. Our company largely works remote and the workforce is dispersed throughout the country. Will the City accept electronic signatures on required forms/documents in lieu of ink signatures? **Digital signatures are fine**

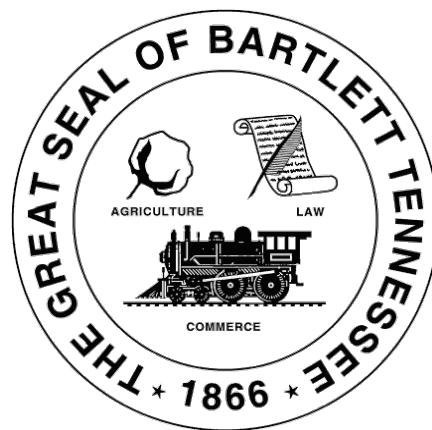
33. Are you able to tell me what assessment vendor is used for the pavement assessment?  
**The City does not have a specific pavement assessment vendor at present. If the service is available from your company, that would be a plus. If you can import GIS data and create Work Orders based off of data generated from a 3<sup>rd</sup> party assessment, that would be a plus.**

# CITY OF BARTLETT

**FINANCE DEPARTMENT  
6400 STAGE ROAD  
BARTLETT, TENNESSEE 38134**

David Parsons, Mayor

Steve Sones, Chief Administrator Officer  
Kevin Franz, IT Manager



## REQUEST FOR PROPOSAL

**RFP # FY2023-06-30**

**DUE: July 28, 2023, no later than 4:00 p.m. (CST)**

### **Code, Planning, Engineering, Fire Marshal, Public Works**

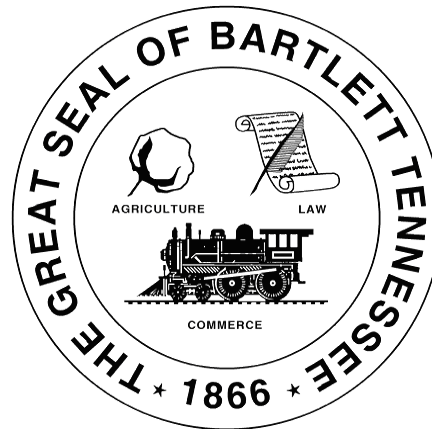
The City of Bartlett is soliciting written proposals, on a competitive basis from qualified companies or professionals to provide a Community Development collaboration software & Public Works Asset Management/Work Order/Inventory solution for the City of Bartlett as described in this Request for Proposals.

# CITY OF BARTLETT

**FINANCE DEPARTMENT  
6400 STAGE ROAD  
BARTLETT, TENNESSEE 38134**

**David Parsons, Mayor**

**Steve Sones, Chief Administrator Officer  
Kevin Franz, IT Manager**



## REQUEST FOR PROPOSAL

**RFP # FY2023-0615**

**DUE: July 14, 2023, no later than 4:00 p.m. (CST)**

**Code, Planning, Engineering,  
Fire Marshal, Public Works**

The City of Bartlett-Finance is soliciting written proposals, on a competitive basis from qualified companies or professionals to provide utility billing services for the City of Bartlett as described in this Request for Proposals.

## **TABLE OF CONTENTS**

|                                                       |           |
|-------------------------------------------------------|-----------|
| <b>II. MINIMUM PROPOSER REQUIREMENT</b>               | <b>3</b>  |
| <b>III. CORRESPONDENCE</b>                            | <b>3</b>  |
| <b>IV. PROPOSAL SCHEDULE</b>                          | <b>4</b>  |
| <b>V. PROPOSAL CONDITIONS</b>                         | <b>4</b>  |
| <b>VIII. GENERAL REQUIREMENTS</b>                     | <b>5</b>  |
| <b>VII. SCOPE OF WORK</b>                             | <b>6</b>  |
| <b>A. Proposed Systems Features</b>                   | <b>6</b>  |
| <b>VIII. CONTRACT REQUIREMENTS</b>                    | <b>7</b>  |
| <b>A. General Requirements</b>                        | <b>7</b>  |
| <b>B. Indemnification and Insurance Requirements.</b> | <b>12</b> |
| <b>C. Right to Monitor and Audit</b>                  | <b>14</b> |
| <b>IX. PROPOSAL SUBMISSION</b>                        | <b>14</b> |
| <b>A. General</b>                                     | <b>14</b> |
| <b>B. Proposal Presentation</b>                       | <b>15</b> |
| <b>C. Proposal Format</b>                             | <b>15</b> |
| <b>X. PROPOSAL EVALUATION AND AWARD</b>               | <b>16</b> |
| <b>A. Evaluation Process</b>                          | <b>16</b> |
| <b>B. Award of Contract</b>                           | <b>16</b> |
| <b>XI. EXHIBITS</b>                                   | <b>17</b> |
| <b>Exhibit A</b>                                      | <b>17</b> |
| <b>Exhibit B</b>                                      | <b>18</b> |
| <b>Exhibit C</b>                                      | <b>19</b> |

## I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from prospective suppliers to provide installation, training, data migration, support and maintenance for the City’s Work Order/Asset Management & Community Development/Permitting software solutions, described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite professional and qualified companies to prepare and submit proposals in accordance to the instructions provided, where the successful candidate will be selected and invited to enter into a contractual relationship with City of Bartlett for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have at least five (5) years previous experience (minimum) and be in the regular business of hosting and supporting a comprehensive, automated cloud-based Work Order, Permit System and Land Management Software product providing efficient internal processing, excellent customer service, long-term record retention, and effective public access.
2. Have sufficient, competent and skilled staff to perform the Services as required.
3. Provide all necessary equipment, materials, supplies and tools to provide the Services.
4. Have all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure.
5. Have at least three (3) business or municipal references for the cloud-based solution similar to the size and scope of this RFP. “See Exhibit A”.
6. Financial statements and banking information with three (3) years of audit information, if requested.
7. Provide a contingency or disaster recovery plan.
8. Provide data back-up and/or offsite (out of area) back-up.
9. State storage capability.
10. Be an equal employment opportunity employer and abide by Title VI guidelines.
11. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
12. An Award Letter and purchase order will be issued to the successful vendor.
13. Provide a single point of contact within the service provider’s firm.

## III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Kevin Franz **in writing** at [kfranz@cityofbartlett.org](mailto:kfranz@cityofbartlett.org) or at City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be July 7, 2023 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

#### IV. PROPOSAL SCHEDULE

All proposals (one original and three copies) must be received at the address listed above no later than **July 14, 2023 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The City of Bartlett, Tennessee is issuing this RFP on June 16, 2023.
- Deadline to submit additional written questions – Proposers may submit written questions via email as to the intent or clarity of this RFP until noon on July 7, 2023. Responses to questions or any addenda will be posted within 24 hours or no later than noon December 12, 2023.
- Submission of Proposal– All Proposals must be received for review and evaluation **no later than, July 14, 2023 at 4:00 P.M. CST. Proposals Received After This Deadline will not be accepted.** The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.

The City may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

#### V. PROPOSAL CONDITIONS

- A. Contingencies** - This RFP does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers, in writing, if all proposals are rejected.
- B. Modifications** - The City reserves the right to issue addenda or amendments to this proposal.
- C. Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.
- D. Incurred Costs** - This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.
- E. Final Authority** – The final authority to award a contract rests solely with the City of Bartlett Finance/Purchasing Department and the Board of Mayor and Aldermen's approval.

## VIII. GENERAL REQUIREMENTS

**Background** – The City of Bartlett currently uses a web-based permitting and land management system that includes websites for both Community Development staff and the public that has been in place since 2011. It also has a mobile inspection application.

The system currently stores permit records and is the primary database for historical permit information for Development Services. The system also ties permit information to parcel information, including addresses and property ownership, so that conditions and permits can be tracked by property ID over time.

The current system is used extensively as a source of current permit information and permit history. The new permit system should anticipate setup for unlimited users in the following departments:

- Code
- Planning
- Engineering
- Fire Marshal
- Business License
- Public Works
- Others

Public Works uses an Access Database to track all of their current Work Orders. Data migration from the Access Database to the Cloud is desired.

**Project Time Frame** - The contract term and pricing will be consisting of an initial period beginning at award of contract through June 30, 2025. Both parties shall have the option to renew for an additional one-year periods beginning on July 1, 2025 at the same bid specifications. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period.

**Reservation of Rights** -The City reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

**Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

## VII. SCOPE OF WORK

### A. Proposed Systems Features

The system should be designed and implemented to be easy to learn and easy to use. Rapid response to customers, efficient data entry, and high staff productivity are important factors. The system must be able to track the status and history of permit processes and provide on-demand reporting and summary statistics, as well as generate permit forms and communications. The Community Development Departments intend to streamline operating procedures wherever possible, and the Vendor's capability to advise and assist as necessary during system implementation will be considered in evaluating proposals. Work order and Asset Management are integral functions of the Public Works Department. The system should be able to accommodate Software required functions include, but are not limited to:

The system should be capable of the following as a minimum:

- General Permit and Land Use Application Management
- Code Violation management
- Public Works work order and Asset Management
  - Transportation & Traffic
  - Facilities
  - Sanitary Sewer
  - Stormwater
  - Water Distribution
- State-of-the art security and user administration
- Public portal with online permit submittal and tracking for Citizen/Contractor
- Portal should allow for Code violation entry and general requests
- GIS Integration
- Mobile Scheduling & Inspection
- Automated remote inspection requests, such as by website
- Integrated Cashiering / Point of Sale with online and in-person components
- System-calculated fees and charges with manual adjustments
- Flexible permit types and numbering system, with annual reset
- Robust and flexible search and display capabilities
- Ability for users to do custom reporting and data extraction
- Ability to automate generation of customized forms, letters, and permits/licenses
- Data migration from current system to new system
- Ability to easily scan and attach documents to a permit or work order
- Ability to easily scan and attach documents for plan review
- Business License application/management, complete online application through workflow
- Pavement assessment integration w/Work order process a plus

Code, Planning, Engineering, Fire Marshal & Business License departments all work with citizens, property owners, and interest groups to accommodate the City's growth and development and reviews proposed projects for compliance with all land use and development regulations, including mitigation of potential environmental impacts..

Permit functions should be supported by the proposed permit system as an integrated management control system. Land records and permit data should be accessible by all system users and readily available to the public via the internet, subject to customization and security controls. The availability to take payments online and/or over the counter is desired.

The City of Bartlett is seeking to implement a comprehensive, automated cloud-based Permit System and Land Management Software product providing efficient internal processing, excellent customer service, long-term record retention, and effective public access. Also the City would like the system to accommodate for work orders and asset management to be utilized by the various divisions of the Public Works department.

This system is intended to replace an existing permit system containing building, planning and other permit data as well as an antiquated Microsoft Access database housing the work orders of the Public Works dept. The proposed system should be of an expandable modular design to readily incorporate additional future enhancements. It should be developed, tested, and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

Vendors should have substantial knowledge of the municipal permit process and of a permit system's functional requirements. Vendors should have demonstrable successful expertise and experience developing, implementing, and maintaining community development management (land, permit, project, code enforcement, and citizen response) software

## **VIII. CONTRACT REQUIREMENTS**

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **A. General Requirements**

1. Control. All services by the Contractor will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the City shall have such knowledge

and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the City. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City ; that the Contractor has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Contractor for services performed shall be on the Contractor's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b) The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the

Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Contractor also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment Of City Workers. The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. (b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction

and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Bartlett, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Bartlett, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Contractor, Contractor understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
21. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. (b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or

lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

22. Warranty. Contractor warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
23. Rights in Data. The City of Bartlett shall become the owner, and the Contractor shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

#### **B. Indemnification and Insurance Requirements.**

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract. (b) Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided. (c) The City has no obligation to provide legal counsel or defense to the Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor as a result of or relating to obligations under this Contract. (d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract. (e) Contractor shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Contractor or its sub-Contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof. (f) *The Contractor shall immediately notify City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverage provided. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.*

2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:

**Contractor shall maintain coverage with limits no less than:**

- *Commercial General Liability and Professional Liability Insurance* – \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground, if applicable
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury and Advertising Liability
  - h) Sexual Abuse
  - i) Assault and Battery
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Pollution coverage is to be included. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- *Employee Dishonesty Coverage* –Coverage for contractor and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

All insurance policies maintained by the Proposer/Contractor shall provide that insurance as applying to City of Bartlett shall be primary and non-contributing irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf.

### C. **Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to enter Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## IX. **Proposal Submission**

### A. **General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on December 14, 2018, at City of Bartlett Mayor's Office, 6400 Stage Road, Bartlett, TN 38134.**
5. Proposer agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this

organization from further consideration. Such additional information may include evidence of financial ability to perform.

## **B. Proposal Presentation**

1. One (1) original copy (clearly identified as original) and three (3) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **"COMMUNITY DEVELOPMENT , RFP #FY2023-0615" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of Proposers in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

## **C. Proposal Format**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements
  - b. A detailed description of the approach for accomplishing the services. The proposal must include a back-up plan in case of malfunction.
2. Cost and Fees (***Include the Cost Proposal Sheet in a separate sealed envelope. Exhibit C***)
  - a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
  - b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.
3. Additional information
  - a. References - (three required) **Exhibit A** must be submitted with the proposal.

- b. Public Acts – signed form required, **Exhibit B**
- c. Current year, signed W-9 form - **use IRS form 2018 (attachment as posted on website)**

## **X. PROPOSAL EVALUATION AND AWARD**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
  - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - Qualifications of personnel.
    - Ability to present a clear understanding of the nature and scope of the project.
    - Project methodology.
    - Previous experience with similar projects.
    - Cost to the City of Bartlett as outlined in the budget estimate.
    - Time frame for completion.
2. Selection will be based on determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFP and not solely on price.

### **B. Award of Contract**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Alderman.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

### **End of RFP Requirements**

## XI. EXHIBITS

### Exhibit A

#### REFERENCES

References for three similar-sized and type of Utility Billings, performed in the last 12 months:

1. Reference Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

2. Reference Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

3. Reference Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Note: This Qualifications & References sheet must be included with the proposal.

**Exhibit B**

**IRAN DIVESTMENT ACT**

*“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”*

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: <http://tnsos.org/acts/> PublicActs.109.php.

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

**Exhibit C**

---

Proposer's Initials

## Page 2 – Cost Proposal Sheet

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the contract Scope of Services of this RFP.

Cost Proposal: The City wishes to know the final and complete cost of each proposal and to realize only those additional costs beyond the proposal that the City requests. All cost proposals must include but not be limited to license fees, modifications, training, travel and per diem, installation, service charges, upgrades, documentation, taxes, discounts, etc. Costs associated with on-going maintenance and support must be identified. All Cost tables should be sub-totaled and totaled. Costs should be broken down as follows:

1. One-Time Costs: Please provide a lump sum with an itemized list of costs.
  - Application software (broken down if applicable)
  - Implementation costs, including the cost of conversion and/or transferring applicable, existing data
  - Hardware (if necessary)
  - Operating and system software, if necessary
  - Training
  - Support costs, including the 12 months of required support following system implementation
  - All other one-time costs. Please define each cost.
2. Recurring Costs:
  - Concurrent software license/maintenance agreements, if applicable (per user and total)
  - General software license/maintenance agreements, if applicable (per user and total)
  - Necessary upgrades, if applicable
  - Other (list all other recurring costs)
3. Hourly Rates:
  - List all hourly rates for additional contract work requested by the City outside of the scope of work indicated in this RFP, as may be necessary or recommended

The proposer shall ensure that the proposer's name is reflected on all pages of the Cost Proposal Table or Form.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the City of Bartlett.

The proposer agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Respectfully submitted:

---

NAME OF FIRM

---

Email

---

Authorized Representative  
(Typed or Printed)

---

Phone Number

---

Authorized Representative Signature  
(Required)

---

Date

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 11/14/23 06:00 PM

Department: Police

Category: Agreement

Prepared By: Jennifer Stonecipher

Department Head: Jeff Cox

---

---

## **Professional services renewal for Public Safety Security Cameras / License Plate Recognition Technology from Flock Safety.**

In March 2020, the Bartlett Police Department was awarded grant funding for the implementation of Public Safety Security Cameras / License Plate Recognition Technology and accompanying three year service. As this year marks the end of that agreement, the Police Department wishes to renew the agreement, and purchase additional cameras in order to improve our current system and maintain adequate services.

Flock's innovative technology meets the needs of our department, our infrastructure, and our overall mission to reduce crime. This purchase from this single-source vendor allows our agency to continue to share data with numerous other law enforcement agencies in Tennessee that also use the Flock System.



# BARTLETT POLICE DEPARTMENT

## Renewal – Solar Powered Public Safety Security Cameras



6.4.a

### Project Description:

- Public Safety Security Camera Systems are utilized by law enforcement to deter, prevent, and investigate criminal activity. These systems provide various capabilities, including recorded video, integrated automated license plate reader software, cloud-based storage, and solar-powered operating capabilities. To improve the capabilities of our current system and maintain adequate services, the department is seeking to renew its agreement with Flock Safety to acquire (15) Flock Safety Cameras for (2) years.

### Vendor Selection:

- On March 10, 2020, the board of Mayor and Alderman approved the Police Department's original agreement with Flock Safety as a single-source provider of Flock Safety Cameras. Representatives from the Bartlett Police Department have corresponded with numerous vendors concerning this project. Based upon capabilities, cost comparison, and suitability for our municipality, it was determined that Flock Group Inc. remains the single-source provider for our application. Flock Group Inc. is the sole manufacturer and developer of the Flock Safety Camera System and the sole provider of comprehensive monitoring, processing, and machine vision services, which integrate with the Flock Safety Camera. Numerous other law enforcement agencies in Tennessee use Flock Group Inc. within their public entities. Incorporating this specific vendor will allow our agency to share data with said agencies to investigate criminal activity further and provide for a safer community. Flock's innovative technology meets the needs of our department, our infrastructure, and our overall mission to reduce crime.

### Equipment & Cost:

- Flock Group Inc. supplies all equipment, software, support, and a complete replacement warranty for the contract's life. The Police Department believes that incorporating (15) cameras for (2) years would greatly assist us in our mission to serve and protect the citizens of Bartlett, Tennessee. After negotiations, Flock Group Inc. has agreed to a reduced cost due to the number of devices and terms of the agreement. This cost is \$2,750 per camera per year, with a total project cost of \$82,500. Funding for this purchase is available in Account # 11042100.936 (\$56,840) and Account # 123.48123.264 (\$25,660).

### Camera Placement:

- The Police Department has reviewed crime statistics, average annual daily traffic counts, and offender data to determine locations with the greatest need and potential for effective crime reduction. Specific areas have been identified and are currently under review. These locations maximize our efforts to deter, prevent, and investigate criminal activity.

Thank you for your consideration,

Jeff Cox, Chief of Police

Packet Pg. 93

Attachment: FY24 Renewal Solar Powered Public Safety Security Cameras (3445 : Public Safety Security Cameras Agreement)

**Flock Safety + TN - Bartlett PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Derek Johns  
derek.johns@flocksafety.com  
470-703-6707

flock safety



## EXHIBIT A ORDER FORM

Customer: TN - Bartlett PD  
 Legal Entity Name: TN - Bartlett PD  
 Accounts Payable Email: christophergolden2012@gmail.com  
 Address: 6400 Stage Road Memphis, Tennessee 38134

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency:  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

| Item                             | Cost     | Quantity | Total              |
|----------------------------------|----------|----------|--------------------|
| <b>Flock Safety Platform</b>     |          |          | <b>\$41,250.00</b> |
| <b>Flock Safety Flock OS</b>     |          |          |                    |
| FlockOS™                         | Included | 1        | Included           |
| <b>Flock Safety LPR Products</b> |          |          |                    |
| Flock Safety Falcon®             | Included | 15       | Included           |
| Flock Safety Falcon®             | Included | 15       | Included           |

### Professional Services and One Time Purchases

| Item                 | Cost | Quantity | Total |
|----------------------|------|----------|-------|
| <b>One Time Fees</b> |      |          |       |

|                                   |             |
|-----------------------------------|-------------|
| <b>Subtotal Year 1:</b>           | \$41,250.00 |
| <b>Annual Recurring Subtotal:</b> | \$41,250.00 |
| <b>Discounts:</b>                 | \$7,500.00  |
| <b>Estimated Tax:</b>             | \$0.00      |
| <b>Contract Total:</b>            | \$82,500.00 |

### Discounts

6.4.a

| Discounts Applied                  | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform              | \$7,500.00   |
| Flock Safety Add-ons               | \$0.00       |
| Flock Safety Professional Services | \$0.00       |

| Flock Safety Platform Items | Product Description                                                                                                               | Terms                                                                             |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Flock Safety Falcon ®       | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees                                       | Service Description                                                                                                                                                                                            |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Installation on existing infrastructure             | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |

## FlockOS Features & Description

### Package: Essentials

| FlockOS Features                                      | Description                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Cameras (Full Access)                       | Access to all privately owned Flock devices within your jurisdiction that have been shared with you.                                                                                                                                                                                                                                                                            |
| Unlimited Users                                       | Unlimited users for FlockOS                                                                                                                                                                                                                                                                                                                                                     |
| State Network (LP Lookup Only)                        | Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.                                                                                                                                                                                                                                                                               |
| Nationwide Network (LP Lookup Only)                   | Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.                                                                                                                                                                                                                                                                              |
| Direct Share - Surrounding Jurisdiction (Full Access) | Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.                                                                                                                                                                              |
| Time & Location Based Search                          | Search full, partial, and temporary plates by time at particular device locations                                                                                                                                                                                                                                                                                               |
| License Plate Lookup                                  | Look up specific license plate location history captured on Flock devices                                                                                                                                                                                                                                                                                                       |
| Vehicle Fingerprint Search                            | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.                                                                                                                                                                  |
| Flock Insights/Analytics page                         | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.                                                                                                                                                                              |
| ESRI Based Map Interface                              | Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities) |
| Real-Time NCIC Alerts on Flock ALPR Cameras           | Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera                                                                                                                                                                                                                                                                                         |
| Unlimited Custom Hot Lists                            | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera                                                                                                                                                                                                                                                                      |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: TN - Bartlett PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 03/10/20 07:00 PM

Department: Police

Category: Agreement

Prepared By: Juliea Goodman

Department Head: Jeff Cox

6.4.a

## Proposal for Public Safety Security Cameras / License Plate Recognition Technology.

The Shelby County Commission awarded \$97,500.00 in grant funding to the Bartlett Police Department for the implementation of Public Safety Security Cameras / License Plate Recognition Technology. The Police Department will use technology funds in years two and three to pay the difference.

On January 13, 2020, the Board of Mayor and Aldermen voted to approve Resolution 01-20 to appropriate this funding.

The Bartlett Police Department respectfully requests to enter an agreement for three years with Flock Group Inc., a single-source provider for 23 Flock Safety Cameras with comprehensive monitoring, processing and machine vision services. These cameras will be placed in various locations throughout the City.

Attachment: FY24 Renewal Solar Powered Public Safety Security Cameras (3445 : Public Safety Security Cameras Agreement)



# BARTLETT POLICE DEPARTMENT INVESTIGATIVE SERVICES

3730 Appling Road Bartlett, TN 38133  
901-385-5565



6.4.a

## Security Camera Proposal

### Project Notes:

- With the assistance of Commissioner Wright, the Shelby County Commission has awarded \$97,500 in grant funding to the Bartlett Police Department for the implementation of Public Safety Security Cameras / License Plate Recognition Technology.
- On January 13, 2020, the board of Mayor and Alderman voted to approve Resolution 01-20 which appropriated grant funding from the Shelby County Commission for this project.
- The police department now respectfully requests to enter into an agreement with Flock Group Inc. as a single source provider for the acquisition of (23) Flock Safety Cameras with comprehensive monitoring, processing, and machine vision services for a period of 3 years.

### Vendor Selection Process:

- Representatives from the Bartlett Police Department have corresponded with numerous vendors concerning this project. Based upon capabilities, cost comparison, and suitability for our municipality, it was determined that Flock Group Inc. is the best choice for our application. Flock's innovated technology meets the needs of our department, our infrastructure, and our overall mission for the reduction of crime. Their equipment includes the following:
  - License plate recognition
  - Searchable Database (Vehicle type, model, color; full plate, partial plate, plate type, plate state; animals; bicycles; and persons).
  - Remote accessibility from desktops, laptops, and cellular devices
  - Cloud based storage platform
  - Wireless, solar powered and moveable by law enforcement
  - Warranty and support agreement for the life of the contract
  - NCIC and Hot Sheet Integration
  - NCIC and Hot Sheet Notifications to Patrol Officers.
  - PD Owned Data
  - Ability to share data with other organizations (Atoka PD, Collierville PD, Germantown PD, Memphis PD, Millington PD, STCC, and the Shelby County Sherriff's Office).
- During the course of our information gathering, it was determined that other vendors did not offer the above-mentioned characteristics with their standard equipment. In order to acquire equipment with some of these features, the cost associated with each unit became excessive. In addition, the solar option and the ability for law enforcement to move the device was not readily available. Consequently, our team believed that the minimal number of devices available via this process would circumvent our overall goals and would not effectively meet the needs of our municipality.

- Numerous other law enforcement agencies within the State of Tennessee are currently using Flock Group Inc. within their public entities. In addition, there are currently (6) law enforcement agencies within Shelby County, Tennessee, who are utilizing Flock Group Inc. within their Public Safety Security Cameras / License Plate Recognition Technology Programs. The incorporation of equipment from Flock Group Inc. will allow our agency to share data with these agencies, resulting in an increased ability to investigate criminal activity and provide for a safer community.
- Flock Group Inc. is the manufacturer and developer of the Flock Safety Camera System, as well as the single provider of the comprehensive monitoring, processing, and machine vision services, which integrate with the Flock Safety Camera. Flock Group Inc. has a specific method and system for capturing and storing significant surveillance images which has been outlined within United States Patent No. 10,559,200.

#### Cost:

- The Police Department believes that the incorporation of (23) cameras, for a period of (3) years, would greatly assist us in our mission to serve and protect the citizens of Bartlett, Tennessee.
- Flock Group Inc. supplies all equipment, software, support, and a full replacement warranty for the life of the agreement. They have provided our agency with pricing that is less than that of those provided to the public and less than that of those provided to other local government agencies.
- Flock Group Inc. has agreed to a reduced cost due to the number of devices and terms of the agreement. This cost equates to \$1,750 per camera, per year with a total project cost of \$120,750. Payment terms are as follows: Year 1- \$90,000; Year 2- \$15,375; Year 3- \$15,375.
- The Shelby County Commission has provided \$97,500 for the implementation of this project. This project will require the expenditure of \$90,000 to Flock Group Inc. at onset, with the remaining \$7,500 used for the purchase of miscellaneous security camera equipment and public awareness signage. In the event that the Shelby County Commission does not fund the program in year's two or three, the Police Department has allocated technology funding to sustain this project.

#### Camera Placement:

- The Police Department has reviewed crime statistics, average annual daily traffic counts, and offender data to determine specific locations with the greatest need and the greatest potential for effective crime reduction. Specific locations have been identified and are currently under review by Flock Group Inc. These locations maximize our efforts to deter, prevent, and investigate criminal activity.

Thank you for your consideration,

*Christopher W. Golden*

Chris Golden, Chief Inspector  
Bartlett Police Department



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 11/14/23 06:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Melissa Hale

Department Head: Kim Taylor

## Planning Commission Report for November 2023.

### Public Hearing

### Special Use Permit

#### **I. Automobile Gas Station, 7331 Memphis Arlington Road (David Bray, The Bray Firm)**

**INTRODUCTION:** David Bray with the Bray Firm, on behalf of Manish and Rina Patel, is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow an automobile gas station use. The subject property is located at the 5-Way Mart at 7331 Memphis-Arlington Road, which is in the “C-L” Neighborhood Business Zoning District, and requires approval of a Special Use Permit for an automobile gas station use.

**BACKGROUND:** The .89-acre subject property is Lot 16 of the Sue L. Barnes Subdivision recorded June 28, 1948.

**DISCUSSION:** The specific request by the applicant is for Planning Commission approval of a favorable recommendation for a Special Use Permit to allow an automobile gas station. Article V, Chart I of the Bartlett Zoning Ordinance permits the automobile gas station use in the “C-L” Neighborhood Business District with the granting of a Special Use Permit by the Board of Mayor and Aldermen. The surrounding uses include; single family residential homes with “R-S 12” zoning to the east, preschool to the south and plumbing contractor to the west both with “C-L” Neighborhood Business District zoning, youth behavioral treatment facility with “R-E” zoning to the north east, and post office facility with “C-G” General Business zoning to the northwest.

**Recommendation:** Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

***Continued until a traffic study can be completed.***

### Final Plan

#### **2. Ortiz Subdivision, 7351 Old Brownsville Road (David Bray, The Bray Firm)**

**INTRODUCTION:** David Bray with the Bray Firm, on behalf of Linda Ortiz, is requesting Planning Commission approval of a Final Plan application for the Ortiz Subdivision. The subject property is in the “RS-18” Single Family Residential Zoning District.

**BACKGROUND:** The subject property is not a legal lot of record (created after March 6, 1956) and is less than 4-acres (not exempt from subdivision regulations). In order to make the

lot eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision.

**DISCUSSION:** The specific request by the applicant is for Planning Commission approval to subdivide the .94 acre lot into a two lot residential subdivision. Lot 1 will be .436 acres, and Lot 2 will be .436 acres. The remaining .066 acres will be dedicated for right-of-way road improvements for Old Brownsville Road. After the two lots are approved, the owners will have the option of building two houses (one per lot) or rejoining the two lots and re-recording the plat to build a single home.

**Recommendation:** Approval with conditions.

***Approved with conditions of staff.***



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### RESOLUTION (ID # 3446)

Meeting: 11/14/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3446

## Resolution 44-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund.

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

**WHEREAS**, the Bartlett City BOE, using Resolution 11-5, approved a budget amendment on October 26, 2023, which appropriates a FY2024 planned use of General Purpose School Fund balance of \$1,135,000 to fund \$1,100,000 for central office 1<sup>st</sup> floor furniture and renovations and \$35,000 for Bartlett High School auditorium video distribution; and

**WHEREAS**, resolution 11-5 of the Bartlett City BOE is hereby attached and made a part of this resolution by reference;

**NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that** the amendment itemized in resolution 11-5 to the FY2024 General Purpose School Fund and Education Capital Projects Fund of the Bartlett City BOE is approved.

**Adopted this day of November 14, 2023**

\_\_\_\_\_  
Harold Brad King, Register to the

Board of Mayor and Aldermen

\_\_\_\_\_  
David Parsons, Mayor

Attest: \_\_\_\_\_  
Penny Medlock, City Clerk



## RESOLUTION 11-5

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2023-2024 FISCAL YEAR EDUCATIONAL CAPITAL PROJECT FUND BUDGETS OF THE BARTLETT CITY SCHOOLS.

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

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

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

Section 1. That the General Purpose Fund and Educational Capital Project Fund Budgets for the 2023-2024 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts as referenced below:

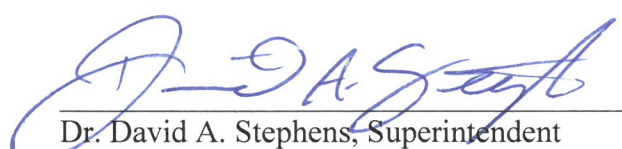
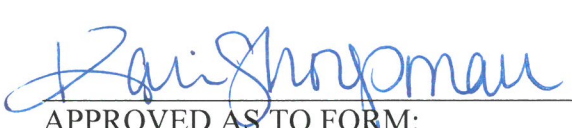
| Fund 177 - Education Capital Projects          |          |        |         |                                                                |                 |                |                |                  |
|------------------------------------------------|----------|--------|---------|----------------------------------------------------------------|-----------------|----------------|----------------|------------------|
| Fund                                           | Function | Object | Project | Description                                                    | Budget          | Add            | Subtract       | Amended Budget   |
| 177                                            | 91300    | 70700  | 5600    | Contractor costs for Central Office 1st Floor Renovation       | \$0.00          | \$950,000.00   |                | \$950,000.00     |
| 177                                            | 91300    | 71100  | 5600    | Furniture and Fixture costs for Central Office 1st Floor Renov | \$0.00          | \$150,000.00   |                | \$150,000.00     |
|                                                |          |        |         |                                                                |                 |                |                |                  |
| 177                                            | 91300    | 70800  | 5620    | BHS Auditorium Video Distribution                              | \$0.00          | \$35,000.00    |                | \$35,000.00      |
|                                                |          |        |         |                                                                |                 |                |                |                  |
|                                                |          |        |         |                                                                |                 |                |                |                  |
|                                                |          |        |         |                                                                |                 |                |                |                  |
| Totals                                         |          |        |         |                                                                | \$0.00          | \$1,135,000.00 | \$0.00         | \$1,135,000.00   |
|                                                |          |        |         |                                                                |                 |                |                |                  |
|                                                |          |        |         |                                                                |                 |                |                |                  |
| Unadjusted FY 2023 Ending General Fund Balance |          |        |         |                                                                | Beginning Bal   | Add            | Subtract       | Amended Fund Bal |
|                                                |          |        |         |                                                                | \$31,516,068.27 |                | \$1,135,000.00 | \$30,381,068.27  |

Attachment: BARTLETT SCHOOLS 11 5 Resolution SIGNED 10 26 23 (3446 : Res. 44-23 BCS Oct 26 Amendment)

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

Section 3. That this resolution shall become effective October 26, 2023 from and after its adoption by the Bartlett City Board of Education.

Adopted this 26 day of October, 2023.

  
\_\_\_\_\_  
D. Bryan Woodruff, Chairman  
Bartlett City Board of Education  
\_\_\_\_\_  
Dr. David A. Stephens, Superintendent  
Bartlett City Board of Education  
\_\_\_\_\_  
APPROVED AS TO FORM:  
Kari Shoopman, General Counsel



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### ORDINANCE (ID # 3444)

Meeting: 11/14/23 06:00 PM

Department: Legal

Category: Amendment

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3444

## Ordinance 23-07, an ordinance to amend Title 8, Chapter 1, Alcoholic Beverages, and Chapter 3, Beer, of the Codified Ordinances of the City of Bartlett.

**WHEREAS** some of the provisions of Title 8, Chapter 1 (Alcoholic Beverages) and Chapter 3 (Beer), of the Codified Ordinances of the City of Bartlett are obsolete or otherwise inadequate; and

**WHEREAS** the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desires to amend said Chapters and Sections.

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

**Section 1.** That Chapter 1, Section 8-102(1), Consumption of alcohol in municipal parks and playgrounds prohibited, be amended to read as follows:

**8-102. Consumption of alcohol in municipal parks and playgrounds prohibited-exceptions.** (1) Except as specifically provided herein, it shall be a violation of this chapter for any person to consume and/or possess alcoholic beverages, beer or wine in municipal parks and playgrounds. The only exceptions are events with Board of Mayor and Aldermen-approved special event permits; events with Beer Board-approved temporary beer permits; events with a liquor license issued by the Tennessee Alcoholic Beverage Commission.

**Section 2.** That a new section be added to Chapter 3, Section 8-316, Temporary permits, which shall read as follows:

**8-316. Temporary permits.** Temporary beer permits may be issued to a nonprofit applicant at the request of the applicant upon the same terms and conditions governing permanent permits. Temporary permits shall be issued as one (1) of two (2) types:

(1) A single event permit. A single-event permit shall be valid for a maximum of three (3) days, with the actual number of days to be determined by the Beer Board based upon the information provided by the applicant.

(2) A multiple event permit. A multiple event permit may be issued for a fixed number

of events during a calendar year. The exact dates and locations of each event must be approved by the Beer Board at the time of issuance of the permit.

If the event covered by a temporary permit will be held on land not owned by the applicant, a written statement of approval from the landowner must accompany the temporary permit application. Such a temporary permit shall not allow the sale, storage or manufacture of beer on publicly owned property unless said applicant is a bona fide charitable or nonprofit organization and can show that the owner of the publicly owned property approves of the permit application.

Notwithstanding, § 8-313 and § 8-314 of the City of Bartlett Code of Ordinances, the Beer Board is authorized to place any and all restrictions it deems necessary on temporary permits, including, but not limited to, restricted hours of sale and limitations on the number of sale locations/stations or other time, place, and manner restrictions as deemed proper in consideration of minimum traffic interruption, public safety, health, welfare, convenience, peace or order. Temporary permit holders are prohibited from conduct or activities stated in § 8-310. The following provisions shall also apply to temporary permit holders:

- (a) Temporary permits may be issued only to an applicant who intends to operate in a location that is temporary in nature.
- (b) A temporary permit holder shall not be subject to the annual privilege tax or application fee of § 8-312 of the municipal code. There is hereby imposed an application fee as provided in the annual budget ordinance for applying for a temporary permit and all other provisions governing the issuance of a permit shall apply.
- (c) The application for a temporary beer permit shall set forth the following information:
  - (i) The name, address, and telephone number of the chairperson of the charitable or nonprofit organization seeking a temporary beer permit;
  - (ii) The name, address, and telephone number of the person responsible for beer sales under the permit;
  - (iii) The date and time when the event will be held;
  - (iv) The hours which beer sales will be conducted during the event; and
  - (v) The proposed location for beer sales.

**Section 3.** That Section 8-312, Beer permit and application fee required, be amended to read as follows: Upon filing of an application for a beer permit the applicant shall pay to the

tax clerk of the City of Bartlett an application fee as provided in the annual budget ordinance. Said fees are non-refundable.

**Section 4. Severability**

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

**Section 5. Effective Date.** BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: November 14, 2023

Second Reading: November 28, 2023

Third Reading: December 12, 2023

---

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

---

David Parsons, Mayor

---

Penny Medlock, City Clerk