



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 11, 2023 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by James Farmer, The Lord's Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 13 at 6 p.m.

Bartlett Arts Council, July 18 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 27, 2023 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- 1 Second Reading of Ordinance 23-03, an ordinance to amend Title I, Chapter I, establishing Robert's Rules of Order as the official set of procedures for conducting business at City of Bartlett Board of Mayor and Aldermen meetings. (Ed McKenney, City Attorney). The public hearing is set for July 25, 2023.**
- 2 Second Reading of Ordinance 23-04, an ordinance to amend Title 20, Chapter I, Air Pollution Control Code, to update permit and emissions fees. (Ed McKenney, City Attorney). The public hearing is set for July 25, 2023.**
- 3 Second Reading of Ordinance 23-05, an ordinance to amend Title 12, Building, Utility, Etc. Codes Fee Provisions of the City of Bartlett Code of Ordinances. (Ed McKenney, City Attorney). The public hearing is set for July 25, 2023.**

CONSENT AGENDA

There are no consent items.

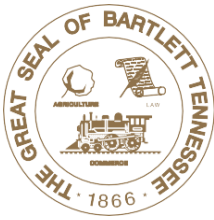
NEW BUSINESS**I Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

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

2 Resolution 23-23, a resolution to amend the FY2024 Grants Fund budget to recognize State of Tennessee, Office of Criminal Justice Programs VCIF Grant for \$1,700,000 to the Bartlett Police Department for public safety and training purposes. (Dick Phebus, Director of Finance)**3 Resolution 24-23, a resolution to accept the resignation of Alderman Bobby Simmons and declare vacant Position 4 on the Board of Mayor and Aldermen. (Steve Sones, Chief Administrative Officer)****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, JUNE 27, 2023 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Elliott Linhoss, Bartlett Hills Baptist Church

FUTURE MEETINGS

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

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

Beer Board, July 10 at 6 p.m.

Planning Commission, July 10 at 7 p.m.

RECOGNITIONS

A State of Emergency was issued by Mayor David Parsons on Monday, June 26, 2023, as a result of the June 25, 2023 storm.

By Wednesday, June 28, 2023, MLGW will have 100 line repair crews in the City. There are also 79 tree-trimming crews, 50 Instant/Damage Assessment Teams, and 40 troubleshooters on the ground to provide relief and recovery.

As of 9 a.m., June 27, 2023, 110+ homes have reported structural damage.

Beginning Wednesday, June 28, 2023, Faith Baptist Church, 3755 North Germantown Parkway, and Bartlett Baptist Church, 3465 Kirby Whitten Road, will host cooling stations from 10 a.m. to 7 p.m.

The City's website will be updated at least two times a day to provide the most current information. Social media pages will be updated more frequently. It is recommended the public check the website to learn which parks are closed due to damage from the storm.

There are multiple outside organizations coming to assist in the recovery from the June 25, 2023 storm.

The Southern Baptist Convention Disaster Relief Team is partnering with Bellevue Baptist Church with applications available at City Hall and on the City's social media pages and website. All applications for their assistance must be submitted to Bellevue Baptist Church and not City Hall.

Minutes Acceptance: Minutes of Jun 27, 2023 6:00 PM (MINUTES ACCEPTANCE)

Samaritan's Purse will be arriving on Wednesday, June 28, 2023 and working from New Hope Christian Church, 3300 Kirby Whitten Road.

The Convoy of Hope will be arriving by Thursday, June 29, 2023 and working from Legacy Church, 7054 St. Elmo Road.

For further information, contact City of Bartlett Chaplain, Johnny Byrd, at pastor@legacychurch.com.

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

MINUTES ACCEPTANCE

Minutes of the June 13, 2023 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Special event permit for Stanky Creek Trail Race (50K/25K). (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, September 30 from 7 a.m. to 4 p.m. at Nesbit Park.
- 2 Bid for alternate pricing for fire alarm panel, strobes and horns for Singleton Community Center. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the alternate pricing from Siemens Industry, Inc. with an added cost of \$12,300.00. Funds are available in Account 311.48311.780.51722.
- 3 Property, general liability, auto, workers' compensation, and other insurance renewals. (Dick Phebus, Director of Finance)**
- 4 Treasurer's Report for May 2023. (Dick Phebus, Director of Finance)**

Budgeted Expenditures	\$92,054,808
Year-to-Date Expenditures	\$85,565,862
Budgeted Revenues	\$92,054,808
Year-to-Date Revenues	\$89,894,970

Minutes Acceptance: Minutes of Jun 27, 2023 6:00 PM (MINUTES ACCEPTANCE)

NEW BUSINESS

- 1 Resolution 14-23, a resolution to amend the FY2023 General Fund budget to provide funds for LED Street Light Conversion Project. (Dick Phebus, Director of Finance)**

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

- 2 Resolution 17-23, a resolution to donate surplus personal property to the Rossville Fire Department. (Dick Phebus, Director of Finance)**

1988 SBA Air Compressor from Station #3 to be donated to Rossville Fire Department. A replacement SBA Air Compressor will be delivered within the next two weeks. It is funded through a Shelby County grant for \$46,000.

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

- 3 Resolution 18-23, a resolution to amend the FY2024 Grants Fund budget to recognize State of Tennessee, Office of Criminal Justice Programs Grant totaling \$284,217.00 to the Bartlett Police Department for public safety equipment and supplies. (Dick Phebus, Director of Finance)**

This is a reimbursement grant and will be used to purchase police vehicles.

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

- 4 Resolution 19-23, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by SAVVIK Buying Group. (Dick Phebus, Director of Finance)**

The SAVVIK Buying Group has been approved by Tennessee Comptroller's Office.

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

Minutes Acceptance: Minutes of Jun 27, 2023 6:00 PM (MINUTES ACCEPTANCE)

5 Resolution 20-23, a resolution to approve amendment to the Funding Policy of the City of Bartlett Defined Benefit Plan. (Dick Phebus, Director of Finance)

The resolution is required to bring the City's funding policy in line with the current policy on file with the State.

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

6 Resolution 21-23, a resolution to provide a period for Public Comment on agendas at City of Bartlett Board of Mayor and Aldermen meetings and Boards and Commissions meetings. (Ed McKenney, City Attorney)

The Open Discussion Policy is required by a new law passed by the 113th General Assembly and takes effect July 1, 2023. The new law requires that all meetings for governing bodies as well as Boards and Commissions allot a set period of time for Public Comment. This is a separate item from Public Hearings.

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

7 Resolution 22-23, a resolution to amend the FY2023 General Improvement Fund budget to increase computer maintenance expense and recognize projected Use of Fund Balance. (Dick Phebus, Director of Finance)

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

8 First Reading of Ordinance 23-03, an ordinance to amend Title I, Chapter I, establishing Robert's Rules of Order as the official set of procedures for conducting business at City of Bartlett Board of Mayor and Aldermen meetings. (Ed McKenney, City Attorney)

This is a recommendation from MTAS (Municipal Technical Advisory Service).

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 7/11/2023 6:00 PM
MOVER: Brad King, Alderman
SECONDER: David Reaves, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Bobby Simmons, Kevin Quinn

Minutes Acceptance: Minutes of Jun 27, 2023 6:00 PM (MINUTES ACCEPTANCE)

9 First Reading of Ordinance 23-04, an ordinance to amend Title 20, Chapter I, Air Pollution Control Code, to update permit and emissions fees. (Ed McKenney, City Attorney)

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 7/11/2023 6:00 PM
MOVER:	Robert Griffin, Alderman	
SECONDER:	David Reaves, Alderman	
AYES:	Brad King, Robert Griffin, David Reaves, Bobby Simmons, Kevin Quinn	

10 First Reading of Ordinance 23-05, an ordinance to amend Title 12, Building, Utility, Etc. Codes Fee Provisions of the City of Bartlett Code of Ordinances. (Ed McKenney, City Attorney)

RESULT:	APPROVED ON FIRST READING [4 TO 0]	Next: 7/11/2023 6:00 PM
MOVER:	Brad King, Alderman	
SECONDER:	Robert Griffin, Alderman	
AYES:	Brad King, Robert Griffin, Bobby Simmons, Kevin Quinn	
ABSTAIN:	David Reaves	

OPEN DISCUSSION

Alderman David Reaves recognized Terry Martin, a citizen and neighbor who was attending for the first time.

Alderman Robert Griffin wanted to thank the Police Department for helping with traffic control at all the intersections. Alderman Griffin also wished to thank the public for taking care of the police officers. Officers doing traffic control have received bottles of water and sports drinks to help them while standing in the intersections.

Alderman Bobby Simmons announced his retirement from the Board of Aldermen effective July 31, 2023. Mr. Simmons has served on the Board of Mayor and Aldermen for 19 years.

Assistant Director of Public Works Aaron Davidson reported that Household Trash pickup schedule is current. Limbs and debris will be picked up as quickly as possible.

City Attorney Ed McKenney wished to express his appreciation of the Fire Department and EMTs for their professionalism, as well as the care and assistance that his wife received during a recent health crisis.

Police Chief Jeff Cox gave an update on the PSAP project. The dumpster enclosure has been removed and a new one built. The footings for the building will be started very soon.

Director of Community Relations Debbie Gelineau provided an update for the upcoming 4th of July celebration. The event will begin on Monday, July 3 at 6 p.m. on the grounds of Bartlett Performing Arts Center on Appling Road. There are still spaces available for the car show. The fireworks will last 20 minutes.

ADJOURNMENT

Meeting adjourned at 7:06 PM

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

David Parson, Mayor

Minutes Acceptance: Minutes of Jun 27, 2023 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3348)

Meeting: 07/11/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3348

Ordinance 23-03, an ordinance to amend Title 1, Chapter 1, establishing Robert's Rules of Order as the official set of procedures for conducting business at City of Bartlett Board of Mayor and Aldermen meetings.

WHEREAS, it is necessary to maintain decorum in order to transact city business in a civil and mannerly way; and

WHEREAS, it is generally recommended by the Municipal Technical Advisory Service of the University of Tennessee that cities formally adopt procedures to govern the conduct of business to be transacted by the Board of Mayor and Aldermen; and

WHEREAS, Robert's Rules of Order are a generally accepted set of parliamentary procedures used by most municipal governments to conduct their official business:

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee that Title 1, Chapter 1 be amended:

Section 1. To create a new section, Section 1-103, adopting Robert's Rules of Order as the official set of meeting procedures for the City of Bartlett's Board of Mayor and Aldermen as follows:

Section 1-103 Robert's Rules of Order

The rules of order and parliamentary procedure contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the transaction of business by and before the Board of Mayor and Aldermen at its meetings in all cases to which they are applicable and in which they are not inconsistent with provisions of the Charter of the City of Bartlett.

Section 2. 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 3. 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: June 27, 2023

SECOND READING: July 11, 2023

THIRD READING: July 25, 2023

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3349)

Meeting: 07/11/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3349

Ordinance 23-04, an ordinance to amend Title 20, Chapter 1, Air Pollution Control Code, to update permit and emissions fees.

WHEREAS, the City of Bartlett established a local air pollution program in September 1970 to protect air quality in Bartlett and Shelby County; and

WHEREAS, Title V of the Federal Clean Air Act of 1990 requires air pollution control programs which operate a major source operating program to establish a fee structure sufficient to fund all direct and indirect costs of such a program; and

WHEREAS, the Memphis and Shelby County Air Pollution Board met September 22, 2021 and recommend an increase in permit and emissions fees; and

WHEREAS, it is necessary for the City of Bartlett Board of Mayor and Aldermen to amend the municipal codified ordinances to reflect these fee increases;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that Title 20, Chapter 1, Section 20-112 be amended as follows:

SECTION I. Delete Section 20-112, Permits and fees-emissions fee for stationary sources, in its entirety and replace it as follows:

20-112 Permits and fees-emissions for stationary sources.

- I. Emissions fee. A fee shall be collected annually from each stationary air pollution source which emits more than one ton of actual emissions annually of a regulated pollutant as defined herein, called the "emissions fee," which shall equal the amount determined by the requirements set forth as follows:

Sixty-nine dollars (\$69) per ton of actual emissions emitted during Calendar Year 2021 and for successive years until such time as the Board of Mayor and Aldermen approve a further increase or decrease, not including fugitive emissions and actual excess emissions that are the result of process malfunctions and facility start-up and shutdown determined by the Shelby County Health Department to be in compliance with the air pollution code

sections that excuse these emissions from enforcement of each regulated pollutant as defined in section 502(b)(3)(B)(ii) of the Federal Clean Air Amendments of 1990.

This is the effective Emissions Fee Rate, after adjustment for carryover overage, approved by the City of Bartlett:

APPROVED RATE	ADOPTED IN	EFFECTIVE RATE	APPLICABLE TO
\$29.65	2003	\$29.65	2002 EMISSIONS
\$29.65	2004	\$26.68	2003 EMISSIONS
\$30.63	2005	\$27.57	2004 EMISSIONS
\$31.67	2006	\$28.50	2005 EMISSIONS
\$30.00	2008	\$27.00	2006 EMISSIONS
\$30.00	2009	\$27.00	2007 EMISSIONS
\$43.00	2012	\$43.00	2011 EMISSIONS
\$48.00	2014	\$48.00	2013 EMISSIONS
\$48.00	2015	\$48.00	2014 EMISSIONS
\$53.00	2017	\$53.00	2016 EMISSIONS
\$69.00	2023	\$69.00	2021 EMISSIONS

SECTION 2. 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 3. 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: June 27, 2023

SECOND READING: July 11, 2023

THIRD READING: July 25, 2023

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

David Parson, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3351)

Meeting: 07/11/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3351

Ordinance 23-05, an ordinance to amend Title 12, Building, Utility, Etc. Codes Fee Provisions of the City of Bartlett Code of Ordinances.

WHEREAS the City of Bartlett increased Building and Utility, Plumbing, Electrical, Fuel Gas, Mechanical Code, Elevator Permit and Inspection, Boiler, Pressure Vessels and Process Piping Permit and Inspection fees in the Fiscal Year 2023/2024 budget; and

WHEREAS incorrect fees and antiquated language in Title 12 are inconsistent with the City of Bartlett's budget ordinance;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Board of Mayor and Aldermen for the City of Bartlett, Tennessee that Title 12, Chapter 1, Chapter 2, Chapter 3, Chapter 4, Chapter 5, Chapter 9, and Chapter 10 of the City of Bartlett Code of Ordinances, shall be revised to include the current fees adopted the Board of Mayor and Aldermen and such other deletions or additions as set forth in the document attached hereto and marked as Exhibit A. Any section not shown as being revised shall remain in force as part of Title 12.

SECTION 1: Chapter 1, Building Code, Sections: 12-104, 12-109, 12-110, 12-112, 12-119, 12-120 are hereby revised to delete the previous charges and add the current changes.

Section 12-112 is further amended to add a new subsection 6, which states as follows: The fee for a permit for sidewalk, inlet, or driveway repair shall be sixty dollars (\$60), and a new subsection 7, which states as follows: The fee to request a House for Sale inspection shall be thirty dollars (\$30.00).

Section 12-113 is amended to delete subsection 3.

Section 12-119 is further amended to delete the language shown as being deleted on Exhibit A and add the language shown as being added on Exhibit A.

Section 12-120 is further amended to delete the language shown as being deleted on Exhibit A and add the language shown as being added on Exhibit A.

SECTION 2: Chapter 2, Plumbing Code, Section: 12-204, is hereby revised to delete the previous charges and add the current changes and to delete the language shown as being deleted on Exhibit A and add the language shown as being added on Exhibit A.

SECTION 3: Chapter 3, Electrical Code, Section: 12-304, is hereby revised to delete the previous charges and add the current changes and to add the language shown as being added on Exhibit A.

SECTION 4: Chapter 4, Fuel Gas Code, Section: 12-404, is hereby revised to delete the previous charges and add the current changes and to add the language shown as being added on Exhibit A.

SECTION 5: Chapter 5, Mechanical Code, Section: 12-504, is hereby revised to delete the previous charges and add the current changes and to add the language shown as being added on Exhibit A.

SECTION 6: Chapter 9, Elevator Permit and Inspection Fees, Section: 12-901, is hereby revised to delete the previous charges and add the current changes and to add the language shown as being added on Exhibit A.

SECTION 7: Chapter 10, Boiler, Pressure Vessels and Process Piping Permit and Inspection Fees, Section: 12-1001, is hereby revised to delete the previous charges and add the current changes and to add the language shown as being added on Exhibit A.

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

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

FIRST READING: June 27, 2023

SECOND READING: July 11, 2023

THIRD READING: July 25, 2023

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

David Parsons, Mayor

Penny Medlock, City Clerk

TITLE 12

BUILDING, UTILITY, ETC. CODES

CHAPTER

1. BUILDING CODE.
2. PLUMBING CODE.
3. ELECTRICAL CODE.
4. FUEL GAS CODE.
5. MECHANICAL CODE.
6. ENERGY CONSERVATION CODE.
7. ACCESSIBILITY CODE
8. SPRINKLERS IN COMMERCIAL BUILDINGS.
9. ELEVATOR PERMIT AND INSPECTION FEES.
10. BOILER, PRESSURE VESSELS AND PROCESS PIPING
PERMIT AND INSPECTION FEES.
11. RESIDENTIAL CODE.
12. ADDITIONAL CODES ADOPTED BY REFERENCE.

CHAPTER 1

BUILDING CODE¹

SECTION

- 12-101. Building code adopted.
- 12-102. Modifications.
- 12-103. Available in clerk's office.
- 12-104. Fees for amending permits.
- 12-105. Work commencing before permit issuance.
- 12-106. Special tax.
- 12-107. Demolition of structures.
- 12-108. Removal or moving of structures.
- 12-109. New construction and addition to buildings other than one-and two
family dwellings.
- 12-110. One and two family dwellings.
- 12-111. Fees for appurtenances to buildings and other structures and
apparatus.

¹Municipal code references

Design review commission: title 2, chapter 1.

Fire protection, fireworks, and explosives: title 7.

Planning and zoning: title 14.

Streets and other public ways and places: title 16.

Subdivision regulations: Appendix B.

Utilities and services: titles 18 and 19.

- 12-112. Fees for miscellaneous construction.
- 12-113. Curb cuts, driveway entrances and exits.
- 12-114. Refunds.
- 12-115. Certificates of use and occupancy.
- 12-116. Reinspection fee for excessive or unessential inspection calls.
- 12-117. Fees forfeited.
- 12-118. Building permit valuations.
- 12-119. Project review fee.
- 12-120. Building permit and inspection fees.
- 12-121. Violations and penalty.

12-101. Building code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating the construction, alteration, repair, use, occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenance connected or attached to any building or structure, the International Building Code,¹ 2021 edition (with city amendments), as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the building code. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-04, April 2011, Ord. #18-06, Nov. 2018 **Ch 7_12-08-20**, and Ord. #22-03, Aug. 2022 **Ch 8_08-09-22**)

12-102. Modifications. Definitions. Whenever the building code refers to the "Chief Appointing Authority" or the "Chief Administrator," it shall be deemed to be a reference to the board of mayor and aldermen. When the "Building Official" or "Director of Public Works" is named it shall, for the purposes of the building code, mean such person as the board of mayor and aldermen has appointed or designated to administer and enforce the provisions of the building code.

12-103. Available in clerk's office. Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502 one (1) copy of the building code has been placed on file in the clerk's office and shall be kept there for the use and inspection of the public.

12-104. Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee or service charge shall be as follows:

- (1) For each and every amendment which involves additional work, not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated and shall be computed disregarding

¹Copies of this code (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

the valuation of the work previously permitted. Fee for issuing a permit shall be ~~four dollars (\$4.00).~~ **five dollars (\$5.00). A Software Fee of seven dollars (\$7.00) shall be added to all building permits.**

(2) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease (minimum fee of twenty dollars [\$20.00]). (Ord. #02-02, Feb. 2002)

12-105. Work commencing before permit issuance. In case any work requiring a permit is started prior to obtaining said permit, as a penalty for violating this code, the total normal fee applicable shall be doubled. The payment of said fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law. (Section 104.7.2) (Ord. #02-02, Feb. 2002)

12-106. Special tax. The uncollected cost of repairing, vacating, or taking down and removing an unsafe building may be certified to the county trustee. It shall then be the duty of the county trustee to place the amount so certified on the bill for the county taxes assessed against the property on which said dangerous structure was located. It shall be the duty of the county trustee to collect as a special tax the amount so certified, which is hereby declared to be a special tax on said property. This special tax may be collected in the same manner as other general taxes are collected by the county. (Ord. #02-02, Feb. 2002)

12-107. Demolition of structures. (1) For permits to demolish structures as provided for in § 12-120, the fees shall be at the rate of eight dollars (\$8.00) for each twenty-five thousand (25,000) cubic feet, or fraction thereof, with a minimum fee of sixty dollars (\$60.00) and a maximum fee of five hundred dollars (\$500.00).

(2) Imploded structures. For permits to implode structures as provided in § 12-120, the fees shall be at the rate of one thousand dollars (\$1,000.00). (Ord. #02-02, Feb. 2002)

12-108. Removal or moving of structures. The permit fee to move or remove a structure, as provided in § 12-120, shall be two hundred dollars (\$200.00). For the placement, repair and/or renovation of said structure, the fee shall be charged as in § 12-109. (Ord. #02-02, Feb. 2002)

12-109. New construction and addition to buildings other than one-and two family dwellings. (1) The fee for a building permit¹ for new construction, or for an addition to an existing structure, shall be based on the total construction cost (valuation) of said construction, addition, alteration, or repair, and shall be determined by the following subsections. However, the minimum permit fee shall be ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)**.

(2) When the valuation is less than twenty five thousand dollars (\$25,000.00), the fee shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of valuation or any fraction thereof.

(3) When the valuation is as much as twenty five thousand and one dollars (\$25,001.00), but less than one million dollars (\$1,000,000.00), the fee shall be one hundred dollars (\$100.00) plus three dollars (\$3.00) for each additional one thousand dollars (\$1,000.00) of valuation or any fraction thereof above the valuation of twenty five thousand dollars (\$25,000.00).

(4) When the valuation is as much as one million and one dollars (\$1,000,001), but less than twenty-five million dollars (\$25,000,000), the fee shall be three thousand and twenty-five dollars (\$3,025.00) plus two dollars (\$2.00) for each additional one thousand dollars (\$1,000.00) of valuation or any fraction thereof above the valuation of one million dollars (\$1,000,000).

(5) When the valuation is as much as twenty-five million and one dollars (\$25,000,001), the fee shall be fifty-one thousand and twenty-five dollars (\$51,000,025) plus one dollar and fifty cents (\$1.50) for each additional one thousand dollars (\$1,000.00) of valuation or any fraction thereof above the valuation of twenty-five million dollars (\$25,000,000). (Ord. #02-02, Feb. 2002)

12-110. One and two family dwellings. (1) The permit fee for alterations or repairs to a one-two family dwelling, building or structure shall be based on the total construction cost (valuation) of alterations or repairs, and shall be charged at a rate of four dollars (\$4.00) per one thousand dollars (\$1,000.00) or fraction thereof. The minimum fee for any permit shall be forty dollars (\$40.00)

(2) The permit fee for new construction, or addition of more than ~~four~~ **eighteen** hundred ~~(400)~~ **(1800)** square feet for one-two family dwelling, building or structure shall be charged at the rate of five cents (\$0.05) per square foot or fraction thereof. The minimum fee for new construction of a one-two family dwelling, building or structure permit shall be one hundred twenty-five dollars (\$125.00) and the minimum fee for addition of more than four hundred (400) square feet **to 1800 square feet** to an existing one-two family dwelling, building or structure permit shall be ninety dollars (\$90.00). Minimum fee for addition of less than four hundred (400) square feet to an existing one-two family dwelling, building or structure permit shall be ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)**. All above areas shall include, but not be

¹Municipal code reference

Submittals of permit application to Design Review Commission:
§ 2-109.

limited to, living area, porches, carports, canopies, garages, and storage areas. The permit fee of one hundred twenty-five dollars (\$125.00) includes the fees for the new installation of sidewalks and curb cuts.

(3) Exceptions. Detached one-story residential accessory buildings, carports, canopies, garages or patios not exceeding ~~one hundred (100)~~ **four hundred (400)** square feet will have a minimum fee of ~~twenty dollars (\$20.00)~~ **thirty dollars (\$30.00)**. Accessory buildings exceeding ~~one hundred (100)~~ **four hundred (400)** square feet but not exceeding ~~six hundred (600)~~ **one thousand (1,000)** square feet shall have a fee of ~~thirty dollars (\$30.00)~~ **fifty dollars (\$50.00)**. Residential accessory buildings exceeding ~~six hundred (600)~~ **one thousand (1,000)** square feet shall be calculated at five cents (\$0.05) per square foot. (Ord. #02-02, Feb. 2002)

12-111. Fees for appurtenances to buildings and other structures and apparatus. The permit fee for the installation of the following shall not be less than sixty dollars (\$60.00) for the first two hundred fifty thousand dollars (\$250,000.00) of valuation, and one dollar (\$1.00) for each one thousand dollars (\$1,000.00) more than two hundred fifty thousand dollars (\$250,000.00):

- (1) Conveyor systems;
- (2) Process piping systems;
- (3) Racking systems/shelving. (Ord. #02-02, Feb. 2002)

12-112. Fees for miscellaneous construction. (1) The fee for a permit for the construction of a tower, wall, fence, stack, swimming pool, or other similar type structure; and the fee for a permit for the addition, alteration, or the repair to such structure shall be based on the total construction (valuation) of the work to be done and shall be eight dollars (\$8.00) per one thousand dollars (\$1,000.00) or fraction thereof. The minimum fee for any permit shall be sixty dollars (\$60.00). Permits for fences for one-two family dwellings shall be ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)**.

(2) The permit fee for tents, special events, special sales promotions, beer check and amusement rides shall be sixty dollars (\$60.00).

(3) The permit fee for temporary construction trailers (job shack) for a period of six (6) months shall be sixty dollars (\$60.00).

(4) The fee for a permit for the repair, construction or installation of an automated gate, wall, fence, or other similar type structure or vehicular access control device; and the fee for a permit for the addition, alteration, or the repair of such structure shall be based on the total construction (valuation) of the work to be done. The fee shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of valuation or any fraction thereof with a minimum fee of twenty dollars (\$20.00).

(5) The fee for a permit for the construction of decks and spas, or other similar type structure; and the fee for a permit for the addition, alteration, or the repair to such structure shall be forty dollars (\$40.00). (Ord. #02-02, Feb. 2002)

(6) **The fee for a permit for sidewalk, inlet, or driveway repair shall be sixty dollars (\$60.00)**

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(7) The fee to request a House for Sale inspection shall be thirty dollars (\$30.00).

12-113. Curb cuts, driveway entrances and exits. (1) The fee for curb cuts on public property, either new or replacement, shall be six cents (\$0.06) per square foot; however, no less than thirty dollars (\$30.00) per permit will be charged.

Exception. The fee for new installation of curb cuts for one-two family dwellings is included under § 12-110(2).

(2) The fee for new sidewalks on public property shall be thirty dollars (\$30.00).

Exception. The fee for new installation of sidewalks for one-two family dwellings is included under § 12-110(2).

~~(3) The fee for replacing existing sidewalks on residential property is hereby waived. (Ord. #02-02, Feb. 2002)~~ (Remove)

12-114. Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than sixty dollars (\$60.000). (Ord. #02-02, Feb. 2002)

12-115. Certificates of use and occupancy. (1) No charge shall be made for a certificate of use and occupancy for a structure when it is issued upon the satisfactory completion of new construction, addition, alteration, or repair work under a valid permit. When a certificate is issued under the provisions of section 106, the fee shall be sixty dollars (\$60.00). The fee charged for such certificates shall be in addition to those which may be required for any specific tests and/or inspections of special features or equipment which are otherwise required by this or any code.

(2) For hazardous occupancies, the certificate of occupancy will be limited to a twelve (12) month period. Upon approval by the building official and before issuance or re-issuance of said certificate, the applicant will pay a fee of two hundred dollars (\$200.00). (Ord. #02-02, Feb. 2002)

12-116. Reinspection fee for excessive or unessential inspection calls. (1) An additional fee shall be charged for the first reinspection of thirty dollars (\$30.00), and for each additional inspection thereafter, until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged.

EXCEPTION: Due to the complicated nature of a framing inspection, one free reinspection shall be given on each building permit. All reinspections occurring after this shall be charged as listed.

(2) Any person, firm, or corporation aggrieved by the assessment of any reinspection fee may appeal to the building official for a review of the facts involved and a possible reduction or dismissal of said fees. (Ord. #02-02, Feb. 2002)

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12-117. Fees forfeited. The permit fees will be forfeited on any permit invalidated because work was not commenced as set forth in § 104.1.6. (Ord. #02-02, Feb. 2002)

12-118. Building permit valuations. If, in the opinion of the building official, the valuation of building, alteration, or structure appears to be underestimated on the application, the permit shall be denied unless the applicant can show detailed, estimated total construction costs to meet the approval of the building official. Permit valuations shall include total costs, such as plumbing, electrical, mechanical equipment, and other systems. As a guide line to determine an average construction cost per square foot, we will reference the building valuation data table published periodically by ICC. (Ord. #02-02, Feb. 2002)

12-119. Project review fee. Applications for building project review shall be accompanied by copies of drawings required in section 104.2 and a nonrefundable fee in accordance with the following schedule:

One-Two family dwellings	No Charge
All other building occupancies	
\$0-\$25,000 total valuation	\$50.00 \$80.00
\$25,001-\$50,000 total valuation	\$100.00 \$160.00
\$50,001-\$100,000 total valuation	\$150.00 \$325.00
\$100,001-\$200,000 total valuation	\$200.00 \$650.00
\$200,001-\$300,000- \$500,000 total valuation	\$300.00 \$875.00
\$300,001-\$400,000 total valuation	\$400.00
\$400,001-\$500,000 total valuation	\$500.00
\$500,001 and up - \$1 million total valuation	\$600.00 \$1200.00
\$1,000,001-\$2 million total valuation	\$1600.00
\$2,000,001-\$5 million total valuation	\$2000.00
\$5,000,001 and up	\$3000.00

(Ord. #02-02, Feb. 2002)

12-120. Building permit and inspection fees.

	2023
Section title	2002 Fees
Fees for Amending Permits	
Fees for Issuing Permits	\$4.00 \$5.00
Software Fee	\$7.00
Work for commencing before the permit issuance (shall be doubled)	Double Fee
Demolition	
For each 25,000 cubic feet	\$8.00
Minimum fee of	\$60.00
Maximum fee of	\$500.00
Imploded structures flat fee	\$1,000.00
Removal or moving of structures	\$200.00
New construction and additions to building other than one-two family dwelling	

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Section title	2023 2002 Fees
Minimum fee of	\$40.00 \$50.00
<\$25>\$25,000 per \$1,000	\$4.00
\$25,000<\$1,000,000-\$100 plus \$3.00 for each additional \$1,000 above \$25,000	\$3.00
\$1,000,001<\$25 million-\$3025.00 plus \$2.00 for each additional \$1,000 above \$1 million	\$2.00
\$25,000,001 and above-\$51,025.00 plus \$1.50 for each \$1,000 above \$25 million	\$1.50
One and two family dwelling	
Alteration and repair-per \$1,000	\$4.00
Minimum fee of	\$60.00
New construction of or addition of more than 1800 square feet	\$0.05
Minimum fee for new construction of a one-two family dwelling, building or structure	\$125.00
Minimum fee for addition of more than 400 square feet to 1800 square feet to an existing one-two family dwelling, building or structure permit shall be \$90.	\$90.00
Minimum fee for addition not exceeding 400 square feet to an existing one-two family dwelling, building or structure permit shall be \$40. \$50	\$40.00 \$50.00
Exception: minimum fee for detached one-story residential accessory building, carport, canopies, garage, or patio not exceeding 100 400 square feet	\$20.00 \$30.00
Residential detached accessory building exceeding 100 400 square feet but not exceeding 600 1,000 square feet shall be \$30.00 \$50.00	\$30.00 \$50.00
Residential detached accessory building exceeding 600 1,000 square feet	\$0.05
Permits required for appurtenances to building and other structures and apparatus; conveyor systems, process piping system, racking system per \$1,000 (\$60 for 1 st \$250,000; \$1 for each additional \$1,000 more than \$250,000	\$60/1st 250 \$1.00 addl.
Fees for miscellaneous construction-\$1,000	\$8.00
Minimum fee for miscellaneous construction	\$60.00
Minimum fee for one-two family dwelling fences	\$10.00 \$20.00
Tents, special events, special sales promotions, beer checks, amusement rides, etc.	\$60.00
Temporary construction trailer (6 months)	\$60.00
Permit for the repair, construction or installation of automated gates, wall fence, or other similar type structure or vehicular access control device	\$20 minimum \$4/\$1000
Permit for the construction, addition, alteration, or repair of decks and spas	\$40.00

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Section title	2002	2023 Fees
Permit for Sidewalk, Inlet, or Driveway Repair		\$60.00
Request for a House for Sale Inspection		\$30.00
Curb cuts, driveway entrances and exits		
Commercial curb cuts, driveway entrances and exits		\$0.06/\$30
Commercial sidewalks on public right-of-way		\$30.00
Residential curb cuts, driveway entrances and exits installed with the construction of a new house		no charge
Replace existing		no charge
All others per square foot		\$0.06/\$30
Refunds 2/3 of fee-minimum fee		\$60.00
Certificate of use and occupancy		
With an active building permit (issued)		\$0
Without an active building permit (issued)		\$60.00
Hazardous occupancies		\$200.00
Re-inspection fees		
First re-inspection fee		\$30.00
Additional re-inspection fee beyond the first		\$50.00
Project review		
One-two family dwelling		No fee
\$0-\$25,000 total valuation		\$50.00 \$80.00
\$25,001-\$50,000 total valuation		\$100.00 \$160.00
\$50,001-100,000 total valuation		\$150.00 \$325.00
\$100,001-\$200,000 total valuation		\$200.00 \$650.00
\$200,001-\$300,000 \$500,000 total valuation		\$300.00 \$875.00
\$300,001-\$400,000 total valuation		\$400.00
\$400,001-\$500,000 total valuation		\$500.00
\$500,001 and up \$1 million total valuation		\$600.00 \$1200.00
\$1,000,001-\$2 million total valuation		\$1600.00
\$2,000,001-\$5 million total valuation		\$2000.00
\$5,000,001 and up		\$3000.00

(Ord. #02-02, Feb. 2002)

12-121. Violations and penalty. It shall be unlawful for any person to violate or fail to comply with any provision of the building code as herein adopted by reference and modified. The violation of any section of this chapter shall be punishable by a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense.

CHAPTER 2

PLUMBING CODE¹

SECTION

- 12-201. Plumbing code adopted.
- 12-202. Modifications.
- 12-203. Available in clerk's office.
- 12-204. Plumbing permit and inspection fees.
- 12-205. Violations and penalty.

12-201. Plumbing code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of regulating plumbing installations, including alterations, repairs, equipment, appliances, fixtures, fittings, and the appurtenances thereto, within or without the city, when such plumbing is or is to be connected with the city water or sewerage system, the International Plumbing Code,² 2021 edition (with city amendments), and the International Residential Plumbing Code,² 2018 edition (with city amendments), as prepared and adopted by the International Code Council, are hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the plumbing code. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-04, April 2011, Ord. #18-06, Nov. 2018 *Ch 7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch 8_08-09-22*)

12-202. Modifications. (1) Definitions. Wherever the plumbing code refers to the "Chief Appointing Authority," the "Administrative Authority," or the "Governing Authority," it shall be deemed to be a reference to the board of mayor and aldermen.

(2) Wherever "City Engineer," "Engineering Department," "Plumbing Official," or "Inspector" is named or referred to, it shall mean the person appointed or designated by the board of mayor and aldermen to administer and enforce the provisions of the plumbing code.

12-203. Available in clerk's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502 one (1) copy of the plumbing code has

¹Municipal code references

Cross connections: title 18.

Street excavations: title 16.

Wastewater treatment: title 18.

Water and sewer system administration: title 18.

²Copies of these codes (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

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been placed on file in the clerk's office and shall be kept there for the use and inspection of the public.

12-204. Plumbing permit and inspection fees. (1) Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee or service charge shall be as follows:

(a) For each and every amendment which involves additional work, not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated and shall be computed disregarding the valuation of the work previously permitted. Fee for issuing a permit shall be ~~four dollars (\$4.00)~~ **five dollars (\$5.00)**. **A Software Fee of seven dollars (\$7.00) shall be added to the plumbing permit.**

(b) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease. A minimum fee of twenty dollars (\$20.00) is required.

(2) Work commencing before permit issuance. In case any work requiring a permit is started prior to obtaining said permit, as a penalty for violating this chapter, the total normal fee applicable shall be doubled. The payment of said fee shall not relieve any persons from fully complying with the requirements of this chapter for performance or execution of the work, nor from other penalties prescribed by law. (Section 104.7.2).

(3) Schedule of fees. (a) The fee for each permit shall start with a base fee of ~~seven dollars and fifty cents (\$7.50)~~ **eight dollars (\$8.00)** shall be computed as follows: for any installation or alteration of fixtures, including floor drains, deep seal trap, grease traps, roof drains, indirect waste openings, and other appurtenances connected to the plumbing system, the fee will be ~~seven dollars and fifty cents (\$7.50)~~ **eight dollars (\$8.00)** for each fixture, but not less than the minimum fee.

(b) The fee for any alteration or replacement of more than fifty (50) percent or over twenty (20) feet of a house sewer or residential building sewer, or tap installation by other than a public agency, will be thirty dollars (\$30.00). For commercial sewer this fee will be based on the valuation of the work. The fees shall be charged at eight dollars (\$8.00) per one thousand dollar (\$1,000.00) of valuation with a minimum fee of one hundred dollars (\$100.00).

(c) The fee for the original installation of any water service pipe shall be twenty dollars (\$20.00) when the diameter of the service is one (1) inch or less; thirty dollars (\$30.00) when the diameter of the service is more than one (1) inch, but not more than two (2) inches; over two (2) inches shall be charged at eight dollars (\$8.00) per one thousand dollars (\$1,000.00) of valuation with a minimum fee of two hundred dollars (\$200.00).

(d) Sewer turnaround fee shall be one thousand five hundred dollars (\$1,500.00).

12-12

(4) Minimum permit fee. The minimum fee for any permit shall be ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(5) Filing application for board of appeals. Notice of board of appeals under section 108 shall be accompanied by a fee of one hundred dollars (\$100.00).

(6) Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two-thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(7) Re-inspection fee for excessive or unessential inspection calls.

(a) An additional fee shall be charged for the first re-inspection of thirty dollars (\$30.00), and for each additional inspection thereafter, until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged. NOTE: Re-inspection fees shall be paid before final inspection.

(b) Any person, firm, or corporation aggrieved by the assessment of any re-inspection fee may appeal to the building official for a review of the facts involved and a possible reduction or dismissal of said fees.

(8) Turnarounds. Fee shall be set forth in subsection (3) of this section.

(9) Sewer connection or replacement, residential. For each residential sewer connection or sewer replacement there is a fee of thirty dollars (\$30.00) which must be added to the plumbing permit.

Section Title	2002 Fees 2023
Fees for amending permit	
Fees for issuing permits	\$4.00 \$5.00
Software Fee	\$7.00
Amendments-minimum fee	\$20.00
Work commencing before the permit issuance	Double fee
Schedule of fees	
Installation or alteration of...for each fixture	\$7.50 \$8.00
Alteration or replacement of <50% house sewer or <20' or tap installation	\$30.00
Commercial sewer-replacement or alteration- \$8/\$1000 valuation-minimum fee \$100	\$8/\$1000 or minimum \$100
Original installation of water service	
> 1 inch	\$20.00
< 1 inch > 2 inch	\$30.00
<2 inch-\$8/\$1000 valuation-minimum fee \$200	\$8/\$1000 or minimum \$200
Sewer turnaround	\$1,500
Minimum permit fee	\$15.00 \$20.00
Filing to board of appeals	\$100

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Refunds 2/3 of fee-minimum fee	\$20.00	\$15.00
Re-inspection fees		
First re-inspection fee		\$30.00
Additional fee beyond the first		\$50.00
Sewer turnaround		See subsection (3)(d)

(Ord. #02-02, Feb. 2002)

12-205. Violations and penalty. It shall be unlawful for any person to violate or fail to comply with any provision of the plumbing code as herein adopted by reference and modified. The violation of any section of this chapter shall be punishable by a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense.

CHAPTER 3

ELECTRICAL CODE¹

SECTION

- 12-301. Electrical code adopted.
- 12-302. Modifications.
- 12-303. Available in clerk's office.
- 12-304. Electrical permit and inspection fees.
- 12-305. Violations and penalty.

12-301. Electrical code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of providing practical minimum standards for the safeguarding of persons and of buildings and their contents from hazards arising from the use of electricity for light, heat, power, radio, signaling, or for other purposes, the National Electrical Code,² 2017 edition (with city amendments), as prepared by the National Fire Protection Association, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the electrical code. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-01, Feb. 2011, Ord. #18-06, Nov. 2018 *Ch7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch8_08-09-22*)

12-302. Modifications. Definitions. Whenever the electrical code refers to the "Chief Administrator," it shall be deemed to be a reference to the board of mayor and aldermen. When the "Building Official" is named it shall, for the purposes of the electrical code, mean such person as the board of mayor and aldermen has appointed or designated to administer and enforce the provisions of the electrical code.

12-303. Available in clerk's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the electrical code has been placed on file in the clerk's office and shall be kept there for the use and inspection of the public.

12-304. Electrical permit and inspection fees. (1) Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee or service charge shall be as follows:

¹Municipal code reference

Fire protection, fireworks and explosives: title 7.

²Copies of this code (and any amendments) may be purchased from the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts 02269-9101.

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(a) For each and every amendment which involves additional work, not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated and shall be computed disregarding the valuation of the work previously permitted. Fee for issuing a permit shall be ~~four dollars (\$4.00)~~ **five dollars (\$5.00)**. **A Software Fee of seven dollars (\$7.00) shall be added to the electric permit.**

(b) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease. Minimum fee of twenty dollars (\$20.00).

(c) Fee(s) for amendments or supplements shall be paid to re-inspection.

(2) Work commencing before permit issuance and penalty. (a) In case work requiring a permit is started prior to obtaining said permit, as a penalty for violating this code, the total normal fee applicable shall be doubled. The payment of said fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law.

(b) Penalty of the lump sum or total fee due shall accompany the electrical permit. Intentional failure to submit the proper amount or submit a permit shall result in a penalty of fifty percent (50%) of the original permit fee added to the amount not paid; this penalty could also apply if a permit is not submitted and the intent was not intentional.

(3) Minimum fees, payment and address assignment. (a) Wiring on each meter installation shall require a separate permit and fee; separate meter installations on apartment jobs may be listed on one permit so long as the apartments listed are for one address. No permit, initial or added after an inspection has been made shall be issued for a fee of less than ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(b) Full payment for all fees shall accompany any electrical permit submitted.

(c) Address assignments from MLGW will be the official address used by the City of Bartlett Code Enforcement Office.

(4) Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of the issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two-thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(5) Re-inspection. (a) Fee for excessive or repeat calls:

(i) An additional fee shall be charged for the first re-inspection of thirty dollars (\$30.00), and for each additional inspection thereafter, until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged. Re-inspection fee(s) are to be paid prior to electrical final inspection.

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(ii) Any person, firm, or corporation aggrieved by the assessment of any re-inspection fee may appeal to the building official for a review of the facts involved and a possible reduction or dismissal of said fees.

(b) Interior wiring out of service for ninety (90) days or more. No system or installation of interior electrical wiring in any building which has been out of service ninety (90) days or more for commercial buildings and three hundred sixty five (365) days or more for residential buildings shall be used as an electrical conductor without re-inspection by or a certificate from the chief electrical inspector. In emergency situations, the inspector is authorized to issue a temporary certificate, until re-inspection can be made. A fee of fifty dollars (\$50.00) shall be charged for a re-inspection or certificate required by this section. This section shall apply to new buildings which have never been occupied as well as buildings which are vacant after having been previously occupied.

(6) Residential fees. (a) New residential (multi-family, multi-occupancy). The fee for multi-family and multi-occupancy shall be one dollar (\$1.00) per amp for the main overcurrent device(s) for each metered tenant. This fee will include low voltage installations if they are listed on the permit. This fee provides three inspections; additional inspections shall be thirty dollars (\$30.00) for the first and fifty dollars (\$50.00) for each additional inspection thereafter.

(i) New residential (1 and 2 family dwellings). The fee for 1 and 2 family dwellings shall be as follows:

Service Size	Fee
0-150 Amps	\$70.00
151-400 Amps	\$125.00
Over 400 Amps	\$250.00

(ii) This fee shall include low voltage installations if they are listed on the permit; and will provide three (3) inspections. Additional inspections shall be thirty dollars (\$30.00) for the first and fifty dollars (\$50.00) for each additional inspection thereafter. The payment of the above lump sum fees shall accompany the written request for an electrical permit.

(b) Existing residential occupancies. (i) The following fees shall apply to circuits only; new or existing:

1 to 5 circuits	\$30.00
Over 5 circuits	\$45.00

(ii) This fee will provide two (2) inspections; additional inspections shall be thirty dollars (\$30.00) for the first and fifty dollars (\$50.00) for each additional inspection thereafter.

(c) Service, feeder, and panel replacement. The fee for service, feeder, or panel replacement shall be fifty dollars (\$50.00). This fee shall

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apply if one or all three (3) replacements are done; and if replacement(s) are for like equipment and conductors.

(d) Swimming pools. The fee for residential in-ground pools shall be one hundred dollars (\$100.00) and will cover circuits for pool equipment only. This fee will provide three (3) inspections; additional inspections shall be thirty dollars (\$30.00) for the first and fifty dollars (\$50.00) for each additional inspection thereafter. The fee for residential above ground pools shall be the same as set forth in subsection (b) above. This fee will provide two (2) inspections; additional inspections shall be thirty dollars (\$30.00) for the first and fifty dollars (\$50.00) for each additional inspection thereafter.

(e) Residential low voltage. The fee for low voltage installed in a one (1) or two (2) family dwelling by a licensed and/or registered low voltage contractor shall be thirty dollars (\$30.00); this fee shall apply only if the installation is in at the time of the electrical rough-in. If installed after the electrical rough-in, a fifty dollar (\$50.00) fee will be assessed. The fee for multi-family or multi-occupancy buildings, three (3) floors or less shall be thirty dollars (\$30.00) per system, per building, if they are installed at the time of the electrical rough-in. If installed after the electrical rough-in, an additional fifty dollar (\$50.00) fee (per building) will be assessed.

(f) Manufactured (mobile) homes. The fee for mobile homes shall be fifty dollars (\$50.00) and will include the A/C connection if it is listed on the permit. This fee applies to mobile home parks only; installations other than a mobile home park shall be as set forth in subsection (a) of this section.

(g) Concealed wiring. Wiring in all type residential (new or existing) occupancies shall not be concealed until approved inspections have been received for both low voltage and line voltage installations. Concealed wiring shall be uncovered in its entirety.

(h) Residential temporary meter center. The fee for temporary meter centers used only for the construction of new one (1) and two (2) family dwellings shall be twenty-five dollars (\$25.00).

(7) Permit fees for installations other than residential--new services or feeders. The permit fees listed below shall cover the installation of a new service or feeder including all circuits and current consuming equipment and devices connected thereto when installed concurrently with the service or feeder.

(a) 120 volt single phase, 120/240 volt single phase, or 120/208 volt three phase; or 277/480 volt three (3) phase; the fee shall be two dollars (\$2.00) per ampere of service or feeder size.

(b) Delete Shelby County Electrical Code Amendment.

(c) 277 volt single phase, 480 volt single phase, 480 volt three (3) phase; the fee shall be one dollar (\$1.00) per ampere of service or feeder size.

(d) Buildings or premises that are supplied by electrical services with voltage in excess of 480 volts; the fee shall be as follows:

(i) One dollar and fifty cents (\$1.50) per KVA for the first ten thousand (10,000) KVA.

(ii) Fifty cents (\$0.50) for each additional KVA above ten thousand (10,000) KVA and up to fifty thousand (50,000).

(iii) Twenty-five cents (\$0.25) for each additional KVA above fifty thousand (50,000) KVA.

(e) The capacity of a service or feeder shall be the over current device or buss size.

(f) The permit fee shall be based on the current device(s) or buss size on each metered service or feeder.

(g) The payment of the lump sum fee shall accompany the written request for the electrical permit.

(8) Increase of service size. (a) The permit fee for the increase of the size of a service shall be computed as set forth in subsection (7), this fee will cover work associated with the service increase (new panels and circuits). Circuits in existing panels not associated with the increase that are to be reconfigured in existing panels or relocated shall be assessed as set forth in subsection (12). The increase in the service size only shall be used in calculating the permit fee, (i.e. increasing an 800 ampere service to 1200 ampere will be computed as a 400 ampere fee).

(b) The payment if the entire fee shall accompany the written request for the electrical permit.

(9) Remodeling of existing buildings. (a) Where an existing building is completely remodeled and the existing service is of adequate capacity, the permit fee shall be seventy-five percent (75%) of the fee as set forth in subsection (7) for a new service or feeder.

(b) The payment of the entire fee shall accompany the written request for the electrical permit.

(10) Service, feeder, and panel replacement (non residential). Replacement of existing services, feeders, or panels shall be permitted at twenty-five percent (25%) of the fee shown under the appropriate voltage figured in subsection (7). Replacement(s) shall be for like equipment and conductors. This fee shall apply if one or all three replacements are done for an individual service, feeder, or panel.

(11) Emergency power systems. The installation of an emergency stand by system (generator, UPS, etc.) required or non-required shall be twenty-five percent (25%) of the fee as set forth in subsection (7), at the appropriate voltage. This fee applies to installations not associated with new construction.

(12) Non-residential fees for circuits below fifty (50) amperes. The fee for circuits below fifty (50) amperes shall be figured at twenty-five percent (25%) of the over current device at the appropriate voltage. All others shall be figured as set forth in subsection (7).

(13) Empty conduits. (a) Empty conduit system for services, feeders, branch circuits, and low voltage systems shall be permitted for a fee of ten dollars (\$10.00) for each fifty (50) feet of conduit or bank of conduits.

(b) Termination of services for multi-occupancy services shall be made on terminal blocks in the service trough and shall be permitted for a fee of ten dollars (\$10.00) for each fifty (50) feet of conduit or bank of conduits.

(14) Inspection and permit procedure for amusement rides and special events. The procedure listed herein for the inspection of all electrical wiring and components, associated with the installation, construction, alteration, repair, removal, and use of amusement rides and devices and wiring for special events, are in conformance with the requirements of Chapter 30 of the building code and the City of Bartlett.

(a) A permit shall be required for each location for amusement rides or special events that require wiring.

(b) Permits shall be issued only to licensed or registered contractors, as set forth in the licensing section of the Electrical Code and the City of Bartlett.

(c) Permit fees shall be based on the service, or if power is received from generators, the ampere rating of the over current device(s) protecting the circuit(s); the fee shall be figured at twenty-five percent (25%) of the amps at the appropriate voltage as set forth in subsection (7). If over current device(s) are not available; KW will be converted to amps and the fee figured accordingly.

(d) All wiring and grounding shall be in accordance with the requirements of the electrical code and the NEC.

(15) Low voltage (non-residential). All low voltage systems shall be figured as follows:

(a) Fifteen dollars (\$15.00) per system; per floor. This fee will cover a permit for that category on a single floor or tenant space; and will provide two (2) inspections.

(b) If additional inspections are required, they shall be thirty dollars (\$30.00) for the first and fifty dollars (\$50.00) for each additional inspection thereafter. Installations installed by unlicensed/unregistered contractors or installed without a proper permit shall be charged a double fee.

(16) Temporary meter center (non-residential). The fee for temporary meter centers above one hundred (100) amperes other than residential one (1) and two (2) family shall be twenty-five percent (25%) of the ampacity at the appropriate voltage as set forth in subsection (7), all below shall be twenty-five dollars (\$25.00).

(17) Filing of board of appeals. Notice of board of appeals under section 108-4 shall be accompanied by a fee of one hundred dollars (\$100.00).

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(18) Contractor for MLG&W. The contractor shall obtain a permit for the work to be installed under contract with MLG&W Division and shall pay a full permit fee as set forth elsewhere in the fee schedule.

(19) General inspection. For general examination of a wiring system when requested by the owner, a fee of fifty dollars (\$50.00) shall be charged. This fee shall not apply to investigations of complaints.

(20) Termination of permits. Electrical permits issued for any project shall terminate thirty (30) days after the building section has issued the certificate of occupancy. The chief electrical inspector may grant an extension beyond the thirty (30) day interval, but not to exceed one (1) year from the date of the certificate of occupancy on the presentation of adequate reasons for the extension.

(21) Miscellaneous fees. (a) Fire Rulings (Section 727.4), \$50.00.

(b) Relocated houses (Section 727.4), \$50.00.

(c) Modular Res. Buildings (Section 730.3), \$50.00.

(22) Lighting and convenience outlet circuits. For each lighting circuit and sockets supplied thereby, and for each convenience outlet circuit and the outlets supplied thereby, a fee of four dollars (\$4.00) shall be charged. NOTE: A three (3) wire circuit shall be noted as equivalent of two (2) wire circuits. Permit fee will be charged for each circuit worked on other than the replacement of panels in the same location.

(23) Circuits for equipment with capacity of more than one kilowatt. For all circuits supplying ranges, heaters, appliances, or other equipment which have a capacity of more than 1 KW, the fee for each appliance circuit shall be five dollars (\$5.00) for the first 5 KW of rated capacity or fraction thereof, and three dollars (\$3.00) for each additional unit of 5 KW.

(24) Miscellaneous fees. (a) For each electric welder, a fee of twenty-five dollars will be charged.

(b) For each 208/240 volt X-ray unit installation, a fee of fifty dollars (\$50.00). For each 120 volt X-ray unit installation, a fee of fifteen dollars (\$15.00) will be charged.

(c) For each motion picture machine, a fee of thirty dollars (\$30.00) will be charged.

(d) For each battery charger up to 100 amperes charging capacity, a fee of fifteen dollars (\$15.00). For all in excess of 100 amperes, a fee of fifteen dollars (\$15.00) will be charged.

(e) For each power rectifier, a fee of fifteen dollars (\$15.00) will be charged, for the first 100 amperes of output capacity, and three dollars (\$3.00) for each unit of 100 amperes output capacity in excess of 100 amperes.

(25) Convenience outlets or floor box outlets. The permit fee for circuits supplying convenience outlets or floor boxes shall include the installation of complete receptacles.

(26) Panels. Replacement of panels, including integral circuit breakers or fuses, individual switches or breakers in the same location, a fee of fifteen

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dollars (\$15.00) will be charged. Where the panels are relocated more than five (5) feet from the original location, a permit fee will be charged for each circuit in panel.

(27) Transformers and capacitors. (a) For transformers or capacitors, or banks of transformers or capacitors having a total of 100 watts, up to and including 5 KVA, a fee of fifteen dollars (\$15.00) will be charged, and each additional KVA over 5 KVA, a fee of fifty cents (\$0.50) per KVA will be charged.

(b) For replacement of faulty and/or damaged transformers or capacitors at the same location, a fee of twenty dollars (\$20.00) shall apply.

(28) Sign and decorative circuits. The fee for electric sign circuits, outline decorative circuits, flood-lighting circuits and festoon lighting circuits shall be six dollars (\$6.00) for the first circuit, and four dollars (\$4.00) for each additional circuit. Where conduit only is installed for sign circuit, the fee shall be fifteen dollars (\$15.00).

(29) Reconnecting signs. The fee for reconnecting signs to existing outlets or circuits shall be fifteen dollars (\$15.00) for the first circuit and two dollars (\$2.00) for each additional circuit.

(30) Mercury vapor light P.O.L. For each mercury vapor light P.O.L., a fee of fifteen dollars (\$15.00) will be charged.

(31) Installed motors. For motors, the first H.P. six dollars (\$6.00), and one dollar (\$1.00) for each additional H.P. will be charged.

(32) Motors and generators combined. Where electrical motors size and generators capacity are combined as motor generator sets, the permit fee shall be based on the sum of the motor and generator and the fee shall be as required in subsection (23) above. For motor generators consisting of internal combustion engine or turbine type prime movers and electrical generators, the fee shall be based on the generator capacity only and shall be as required in subsection (27) above. Motor generator capacity shall not be combined with other motors but shall be calculated as a separate unit.

(33) Motors moved at same address. For moving and/or connecting motors to properly sized and protected existing circuits without change of address, a fee of fifteen dollars (\$15.00) will be charged.

(34) Fuel pumps. For each gasoline or other fuel pump and/or dispenser, a fee of twenty dollars (\$20.00) will be charged.

(35) Miscellaneous items.

Meter Put Backs	\$15.00
Recalls	\$15.00
Low Voltage Systems (per system).....	\$15.00
Underground or overhead low voltage cable, including optical fiber as defined by NEC 770: per 100 ft	\$20.00

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Electrical contractors who install low voltage systems are required to list the installation on original permits to be considered included in the fee for new services and feeders provided in subsection (7).

Section Title	2023	2002 Fees
Fees for amending permits		
Fee for issuing permits		\$4.00 \$5.00
Software Fee		\$7.00
Amending permit--minimum fee		\$20.00
Work commencing before permit issued		Double fee
Minimum permit fee		\$15.00 \$20.00
Refunds		\$15.00 \$20.00
Re-inspection fees		
First re-inspection fee		\$30.00
Additional re-inspection fee beyond the first		\$50.00
Re-inspection of interior wiring out of service for 90 days or more		\$50.00
New residential installations only		
New residential (multi-family/multi-occupancy)		\$1 per amp
New residential (1 & 2 family dwellings)		
0-150 amperes		\$70.00
151-400 amperes		\$125.00
Over 400 amperes		\$250.00
Existing residential occupancies		
1 to 5 circuits		\$30.00
Over 5 circuits		\$45.00
Service, feeder, & panel replacement (residential)		\$50.00
Swimming pools		
Inground pools		\$100.00
Above ground pools		See Existing residential occupancies
Residential low voltage		
Before electrical-roughin		\$30.00
After electrical-roughin		\$50.00
Mobile homes (manufactured)		\$50.00
Residential temporary meter center		\$25.00
120, 120/240 volt single phase, or 120/240 three phase		\$1.00
277, 480 volt single phase, or 480, 277/480 three phase		\$2.00
Voltage excess of 480 volts per KVA first 10,000 KVA		\$1.50/KVA
Each additional KVA over 10,000 up to 50,000		\$0.50 each
Each additional KVA above 50,000		\$0.25 each
Empty conduits		\$10.00
Low voltage (non-residential) per system		\$15.00
Filing of board of appeals		\$100
General inspection (not a complaint)		\$50.00

Attachment: Title 12 Exhibit A (3351 : Ord. 23-05 Title 12 Code Fee Provisions)

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Section Title	2023	2002 Fees
Miscellaneous fees		
Fire ruling		\$50.00
Relocated houses		\$50.00
Modular res. buildings		\$50.00
Lighting and convenience outlet circuits		\$4.00
Circuits for equipment with capacity of more than 1 KW for the first 5 KW		\$5.00
For each additional KW		\$3.00
Miscellaneous fees		\$25.00
Electric welder		\$50.00
X-ray unit-208/240 volt		\$50.00
X-ray unit 120 volt		\$15.00
Motion picture machine		\$30.00
Battery charger up to 100 amperes		\$15.00
Battery charger--more than 100 amperes		\$15.00
Power rectifier-up to 100 amperes		\$15.00
Power rectifier-more than 100 amperes		\$3/each unit
Panels		\$15.00
Transformers & capacitors		
Installations 100 watts up to 5 KVA		\$15.00
Installations-each additional > 5 KVA		\$0.50
Replacement		\$20.00
Signs and decorative circuits		
1 st circuit		\$6.00
For each additional circuit		\$4.00
Where conduit only is installed for the sign circuit		\$15.00
Reconnecting signs		
1 st circuit		\$15.00
Each additional circuit		\$2.00
Mercury vapor light P.O.L.		\$15.00
Installed motors		
1 st H.P.		\$6.00
Each additional H.P.		\$1.00
Motors moved at same address		\$15.00
Fuel pumps		\$20.00
Miscellaneous items		
Meter put back		\$15.00
Recalls		\$15.00
Low voltage systems (per system-non residential)		\$15.00
Underground or overhead low voltage cable, including optical fiber as defined by NEC 770: per 100 ft		\$20.00

(Ord. #02-02, Feb. 2002)

Attachment: Title 12 Exhibit A (3351 : Ord. 23-05 Title 12 Code Fee Provisions)

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12-305. Violations and penalty. It shall be unlawful for any person to do or authorize any electrical work or to use any electricity in such manner or under such circumstances as not to comply with this chapter and/or the requirements and standards prescribed by the electrical code. The violation of any section of this chapter shall be punishable by a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense.

CHAPTER 4

FUEL GAS CODE

SECTION

- 12-401. Fuel gas code adopted.
- 12-402. Modifications.
- 12-403. Available in clerk's office.
- 12-404. Gas permit and inspection fees.
- 12-405. Violations and penalty.

12-401. Fuel gas code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of providing minimum standards, provisions, and requirements for safe installation of consumer's gas piping and gas appliances, the International Fuel Gas Code,¹ 2021 edition (with city amendments), and the International Residential Gas and Mechanical Code,¹ 2018 edition (with city amendments), which are hereby incorporated by reference and made a part of this chapter as if fully set forth herein. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-04, April 2011, Ord. #18-06, Nov. 2018 *Ch7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch8_08-09-22*)

12-402. Modifications.Definitions. Whenever the gas code refers to the "Chief Administrator," it shall be deemed to be a reference to the board of mayor and aldermen. When the "Building Official" is named it shall, for the purposes of the gas code, mean such person as the board of mayor and aldermen has appointed or designated to administer and enforce the provisions of the gas code.

12-403. Available in clerk's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the gas code has been placed on file in the clerk's office and shall be kept there for the use and inspection of the public.

12-404. Gas permit and inspection fees. (1) Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee or service charge shall be as follows:

- (a) For each and every amendment which involves additional work, not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated and shall be computed disregarding the valuation of the work previously permitted. Fees for issuing a permit shall be ~~four dollars (\$4.00)~~ **five dollars (\$5.00)**. **A Software Fee of seven dollars (\$7.00) shall be added to the gas permit.**

¹Copies of these codes (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

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(b) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease. (Minimum fee of \$20.00).

(2) Work commencing before permit issuance. In case any work requiring a permit is started prior to obtaining said permit, as a penalty for violating this code, the total normal fee applicable shall be doubled. The payment of said fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law. (Section 104.7.2).

(3) Schedule of permit fees. On all gas systems requiring a gas permit, a fee for each gas permit shall be paid as required at the time of filing the application, in accordance with the following.

On all installations requiring a permit, as set forth in this section, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the following schedule:

(a) For one dollar (\$1.00) to one thousand dollars (\$1,000.00) value of installation, the fee shall be fifteen dollars (\$15.00) with minimum permit fee of fifteen dollars (\$15.00).

(b) When the estimated cost exceeds one thousand dollars (\$1,000.00), the additional fee shall be eight dollars (\$8.00) per each additional one thousand dollars (\$1,000.00) of valuation.

(c) The fee for installing a water heater will be fifteen dollars (\$15.00) for the first one thousand dollars (\$1,000.00) and eight dollars (\$8.00) per each additional one thousand dollars (\$1,000.00) of valuation.

(d) If a gas meter put back is required, an additional fee of fifteen dollars (\$15.00) will be charged.

(e) Single family residence only--additional fee for each gas outlet shall be ~~two dollars and fifty cents (\$2.50)~~ **three dollars (\$3.00)**. Gas piping permit fees shall be based on total valuation (contract price). All other gas permits shall be based on total valuation (contract price).

(4) Minimum permit fee. The minimum fee for any permit shall be ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(5) Filing application for board of appeals. Notice of board of appeals under section 108 shall be accompanied by a fee of one hundred dollars (\$100.00).

(6) Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two-thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(7) Re-inspection fee for excessive or unessential inspection calls.

(a) An additional fee of thirty dollars (\$30.00) shall be charged for the first re-inspection; and for each additional inspection thereafter,

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until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged.

(b) Any person, firm, or corporation aggrieved by the assessment of any re-inspection fee may appeal to the building official for a review of the facts involved and a possible reduction or dismissal of said fees.

Gas Permit and Inspection Fees

Section Title	2023	2002 Fees
Fees for amending permits		
Fees for issuing permits		\$4.00 \$5.00
Software Fee		\$7.00
Amendment--minimum fee		\$20.00
Work commencing before the permit issuance		Double Fee
Schedule of permit fees		
For \$1 to \$1,000 valuation of installation		\$15.00
Per each additional \$1,000		\$8.00
Water heater--1st \$1,000		\$15.00
Per each additional \$1,000		\$8.00
Gas meter put back		\$15.00
For each gas outlet		\$2.50 \$3.00
Minimum permit fee		\$15.00 \$20.00
Filing application for board of appeals		\$100.00
Refunds 2/3 of fee--minimum fee		\$15.00 \$20.00
Re-inspection fees		
First re-inspection fee		\$30.00
Additional fee beyond the first		\$50.00

(Ord. #02-02, Feb. 2002)

12-405. Violations and penalty. The violation of any section of this chapter shall be punishable by a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense.

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CHAPTER 5

MECHANICAL CODE

SECTION

- 12-501. Mechanical code adopted.
- 12-502. Modifications.
- 12-503. Available in clerk's office.
- 12-504. Mechanical permit and inspection fees.
- 12-505. Violations and penalty.

12-501. Mechanical code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning, and refrigeration systems, incinerators, and other energy-related systems, the International Mechanical Code,¹ 2021 edition (with city amendments), as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the mechanical code. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-04, April 2011, Ord. #18-06, Nov. 2018 *Ch 7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch 8_08-09-22*)

12-502. Modifications. Definitions. Wherever the mechanical code refers to the "Building Department," "Mechanical Official," or "Building Official," or "Inspector" it shall mean the person appointed or designated by the board of mayor and aldermen to administer and enforce the provisions of the mechanical code.

12-503. Available in clerk's office. Pursuant to the requirements of Tennessee Code Annotated, § 6-54-502, one (1) copy of the mechanical code has been placed on file in the city clerk's office and shall be kept there for the use and inspection of the public.

12-504. Mechanical permit and inspection fees. (1) Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee for service charge shall be as follows:

- (a) For each and every amendment which involves additional work not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated and shall

¹Copies of this code (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

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be computed disregarding the valuation of the work previously permitted. Fee for issuing a permit shall be ~~four dollars (\$4.00)~~ **five dollars (\$5.00)**. **A Software Fee of seven dollars (\$7.00) shall be added to the mechanical permit.**

(b) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease. Minimum fee of twenty dollars (\$20.00).

(2) Work commencing before permit issuance. In case any work requiring a permit is started prior to obtaining said permit, as a penalty for violating this code, the total normal fee applicable shall be doubled. The payment of said fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law. (Section 104.7.2)

(3) Schedule of permit fees. On all mechanical systems requiring a mechanical permit, a fee for each mechanical permit shall be paid as required at the time of filing the application, in accordance with the following:

(a) The fee for each permit shall be not less than fifteen dollars (\$15.00) for the first one thousand dollars (\$1,000.00) valuation for the installation of heating, ventilating, duct work, air conditioning and refrigeration systems or any mechanical system. And eight dollars (\$8.00) for each additional one thousand dollars (\$1,000.00) of value less than one million dollars (\$1,000,000.00) and three dollars (\$3.00) for each one thousand dollars (\$1,000.00) more than one million dollars (\$1,000,000.00).

(b) Single family residence only--mechanical permit fees shall be based on total valuation (contract price) based on a minimum one thousand dollars (\$1,000.00) per ton. All other mechanical permits shall be based on total valuation (contract price).

(c) The fee for each permit for a sprinkler system shall be sixteen dollars (\$16.00) for the first one thousand dollars (\$1,000.00) valuation; and nine dollars (\$9.00) for each additional one thousand dollars (\$1,000.00) of value less than one million dollars (\$1,000,000.00), and three dollars (\$3.00) for each one thousand dollars (\$1,000.00) more than one million dollars (\$1,000,000.00).

(4) Minimum permit fee. The minimum permit fee for any permit shall be ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

(5) Filing application for board of appeals. Notice of board of appeals under section 108 shall be accompanied by a fee of one hundred dollars (\$100.00).

(6) Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two-thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

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(7) Re-inspection fee for excessive or unessential inspection calls.

(a) An additional fee shall be charged for the first re-inspection of thirty dollars (\$30.00), and for each additional inspection thereafter, until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged.

(b) Any person, firm, or corporation aggrieved by the assessment for any re-inspection fee may appeal to the building official for a review of the facts involved and a reduction or dismissal of said fees.

Section Title	2023	2002 Fees
Fees for amending permits		
Fees for issuing permits		\$4.00 \$5.00
Software Fee		\$7.00
Amendment-min. fee		\$20.00
Work commencing before the permit issuance		Double Fee
For first \$1,000		\$15.00
For each additional \$1,000 < \$1,000,000		\$8.00
For each additional \$1,000 > \$1,000,000		\$3.00
Sprinkler system--for first \$1,000		\$16.00
For each additional \$1,000 < \$1,000,000		\$9.00
For each additional \$1,000 > \$1,000,000		\$3.00
Minimum permit fee	\$15.00	\$ 20.00
Filing for board of appeals		\$100.00
Refunds 2/3 of fee-minimum fee	\$15.00	\$20.00
Re-inspection fees		
First re-inspection fee		\$30.00
Additional fee beyond the first		\$50.00

(Ord. #02-02, Feb. 2002)

12-505. Violations. It shall be unlawful for any person to violate or fail to comply with any provision of the mechanical code as herein adopted by reference and modified.

CHAPTER 6

ENERGY CONSERVATION CODE¹

SECTION

12-601. Energy conservation code adopted.

12-602. Modifications.

12-603. Available in clerk's office.

12-604. Violation and penalty.

12-601. Energy conservation code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of regulating the design of buildings for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, water-heating and illumination systems and equipment which will enable the effective use of energy in new building construction, the International Energy Conservation Code,² 2021 edition (with city amendments), as prepared and maintained by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the energy code. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-04, April 2011, Ord. #18-06, Nov. 2018 *Ch7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch8_08-09-22*)

12-602. Modifications. Whenever the energy code refers to the "responsible government agency," it shall be deemed to be a reference to the City of Bartlett. When the "building official" is named it shall, for the purposes of the energy code, mean such person as the board of mayor and aldermen shall have appointed or designated to administer and enforce the provisions of the energy code.

¹State law reference

Tennessee Code Annotated, § 13-19-106 requires Tennessee cities either to adopt the Model Energy Code, 1992 edition, the 2000 International Energy Conservation Code with 2002 amendments, or to adopt local standards equal to or stricter than the standards in the energy code.

Municipal code references

Fire protection, fireworks, and explosives: title 7.

Planning and zoning: title 14.

Streets and other public ways and places: title 16.

Utilities and services: titles 18 and 19.

²Copies of this code (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

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12-603. Available in clerk's office. Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the energy code has been placed on file in the clerk's office and shall be kept there for the use and inspection of the public.

12-604. Violation and penalty. It shall be a civil offense for any person to violate or fail to comply with any provision of the energy code as herein adopted by reference and modified. The violation of any section of this chapter shall be punishable by a penalty of up to fifty dollars (\$50.00) for each offense. Each day a violation is allowed to continue shall constitute a separate offense.

CHAPTER 7

ASSESSIBILITY CODE¹

SECTION

12-701. Disability code adopted.

12-702. Available in clerk's office.

12-701. Disability code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of allowing a person with a physical disability to independently get to, enter, and use a site, facility, building, or element, the ICC Accessibility Code, 2017,² edition, is hereby adopted and incorporated by reference as part of this code, and is hereinafter referred to as the accessibility code.

(Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007)

12-702. Available in clerk's office. Pursuant to the requirements of the Tennessee Code Annotated, §§ 6-54-502, one (1) copy of the accessibility code has been placed on file in the city clerk's office and shall be kept there for the use and inspection of the public (modified).

¹Municipal code reference

Fair housing: title 20, chapter 2.

²Copies of this code (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

CHAPTER 8

SPRINKLERS IN COMMERCIAL BUILDINGS

SECTION

12-801. Sprinklers in commercial buildings.

12-801. Sprinklers in commercial buildings. (1) This chapter requires sprinklers in occupancies classified in subsection (5), ten thousand (10,000) total gross square feet or larger and requirements for additions to existing buildings that meet or exceed ten thousand (10,000) total gross square feet. This chapter shall apply to any building permits applied for after January 1, 1999. This chapter shall not cause any building built prior to January 1, 1999 to be retrofitted with an automatic sprinkler system.

(2) Total gross square feet shall be defined as the square footage measured on the exterior of building. Multi-story buildings shall include the gross square footage of each floor added together to obtain the total gross square feet.

(3) Where there is a discrepancy between the adopted building code and this chapter, the most stringent code shall apply. When a new occupancy must meet the requirements of NFPA 101 Life Safety Code, i.e., schools and daycare, the most stringent code shall apply.

(4) Any reference made to or pertaining to code requirements shall be from the current building code as adopted by the city. Any reference to National Fire Protection Code (NFPA)¹ shall be the most current code available. Contractors of sprinkler installations shall meet all applicable requirements of the Tennessee Code Annotated. All sprinkler installations shall be installed, maintained, and supervised per NFPA and the building code. It shall be the building owner's responsibility to maintain the minimum requirements of NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

(5) Assembly, business, educational, factory, institutional, hazardous, mercantile, and storage occupancies shall be sprinklered per NFPA 13 Standard for the Installation of Sprinkler Systems if the total gross square footage is ten thousand (10,000) square feet or greater. An approved sprinkler system shall be provided in Group R1 occupancies and Group R2 occupancies as defined by the Standard Building Code; three (3) or more stories in height regardless of square footage. All sprinkler and fire alarm systems required by this chapter or as a requirement of the building code shall be supervised in accordance with NFPA 72 National Fire Alarm Code.

Group R occupancies shall include, among others, the following:

¹Municipal code reference
Fire code adopted: § 7-101.

12-35

- | | | |
|-----|-----------------------------|--------------------------------|
| R1: | Boarding housing | |
| | Hotels | |
| | Motels | |
| R2: | Apartments | Monasteries |
| | Convents | Rectories |
| | Fraternities and sororities | Rooming houses (not transient) |

Dormitory facilities, which accommodate six or more persons of more than two and one-half (2 ½) years of age, who stay more than twenty-four (24) hours.

(6) For additions to existing buildings that will meet or exceed the limits outlined in subsection (5) the +- following shall apply:

Separate new construction from existing building with two (2) hour wall meeting requirements of the building code, and sprinkler new addition. Any doors or windows in the two (2) hour firewall shall be rated for use in that wall.

(7) Any building, or building addition, for which a building permit was issued after January 1, 1999 shall meet the requirements as set forth in this chapter. (Ord. #99-5, May 1999)

CHAPTER 9

ELEVATOR PERMIT AND INSPECTION FEES

SECTION

12-901. Permit and inspection fees.

12-901. Permit and inspection fees. (1) Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee or service charge shall be as follows:

(a) For each and every amendment which involves additional work not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated, and shall be computed disregarding the valuation of the work previously permitted. Fee for issuing permits shall be ~~four dollars (\$4.00)~~ **five dollars (\$5.00)**. **A Software fee of seven dollars (\$7.00) shall be added to the elevator permit.**

(b) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease. (Minimum fee of twenty dollars [\$20.00]).

(2) Work commencing before permit issuance. In case any work requiring a permit is started prior to obtaining said permit, as a penalty for violating this code, the total normal fee applicable shall be doubled. The payment of said fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law. (Section 104.7.2).

(3) Amusement rides. (a) Installation--permit and inspection per ride, thirty dollars (\$30.00).

(b) Re-inspection--per ride, thirty dollars (\$30.00).

(4) Transfer devices. For one dollar (\$1.00) to one thousand dollars (\$1,000.00) value of installation, the fee shall be fifteen dollars (\$15.00). When the estimated cost exceeds one thousand dollars (\$1,000.00), the additional fee shall be per each additional one thousand dollars (\$1,000.00) of valuation or fraction thereof with a minimum permit fee of forty dollars (\$40.00).

(5) Minimum permit fee. The minimum fee for any permit shall be forty dollars (\$40.00).

(6) Filing application for board of appeals. Notice of board of appeals under section 108 shall be accompanied by a fee of one hundred dollars (\$100.00).

(7) Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two-thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than ~~fifteen dollars (\$15.00)~~ **twenty dollars (\$20.00)**.

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(8) Operating certificates. All elevators, escalators, dumbwaiters, moving walks, chair lifts, automatic transfer devices, monorails, and tramways shall be assigned an operating permit, which fee shall be fifty dollars (\$50.00).

(9) Re-inspection fee for excessive or unessential inspection calls.

(a) An additional fee shall be charged for the first re-inspection of thirty dollars (\$30.00) and for each additional inspection thereafter, until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged.

(b) Any person, firm, or corporation aggrieved by the assessment of any re-inspection fee may appeal to the building official for a review of the facts involved and a possible reduction or dismissal of said fees.

ELEVATOR PERMIT AND INSPECTION FEES

Section Title	2023	2002 Fees
Fees for amending permits		
Fees for issuing permits	\$4.00	\$5.00
Software Fee		\$7.00
Amendment--minimum fee		\$20.00
Work commencing before the permit issuance		Double Fee
Amusement rides		
Installation permit & inspection per ride		\$30.00
Re-inspection per ride		\$30.00
Transfer devices		
For \$1.00 to \$1,000.00 fee		\$15.00
For each additional \$1,000 fee		\$8.00
Minimum permit fee		\$40.00
Filing for board of appeals		\$100.00
Refunds 2/3 of fee--minimum fee	\$15.00	\$20.00
Operating certificates		\$50.00
Reinspection fees		
First re-inspection fee		\$30.00
Additional fee beyond the first		\$50.00

(Ord. #02-02, Feb. 2002)

Attachment: Title 12 Exhibit A (3351 : Ord. 23-05 Title 12 Code Fee Provisions)

CHAPTER 10

BOILER, PRESSURE VESSELS AND PROCESS PIPING PERMIT AND INSPECTION FEES

SECTION

12-1001. Permit and inspection fees.

12-1001. Permit and inspection fees. (1) Fees for amending permits. After a permit has been issued and an amendment or supplemental revision is applied for, the additional fee or service charge shall be as follows:

(a) For each and every amendment which involves additional work, not originally applied for to complete the entire project, the additional fee shall be the normal fee for the work contemplated and shall be computed disregarding the valuation of the work previously permitted. Fee for issuing a permit fee shall be ~~four dollars (\$4.00).~~ **five dollars (\$5.00).** **A Software Fee of seven dollars (\$7.00) shall be added to a boiler, pressure vessels, and process piping permits.**

(b) For each and every amendment or supplement not involving additional work by square footage, volume, or dollar value, the minimum fees normally required for such work shall apply, even though the project dollar value or building volume may decrease. (Minimum fee of \$20.00).

(2) Work commencing before permit issuance. In case any work requiring a permit is started prior to obtaining said permit, as a penalty for violating this code, the total normal fee applicable shall be doubled. This payment of said fee shall not relieve any persons from fully complying with the requirements of this code for performance or execution of the work, nor from other penalties prescribed by law. (Section 104.7.2)

(3) Installation of process piping. The fee for permit for the installation of processed piping shall be no less than sixty dollars (\$60.00) for the first two hundred fifty thousand dollars (\$250,000.00) of valuation, and one dollar (\$1.00) for each one thousand dollars (\$1,000.00) more than two hundred fifty thousand dollars (\$250,000.00).

(4) Minimum permit fee. The minimum fee for any permit shall be forty dollars (\$40.00).

(5) Refunds. Permit fees may be refunded if no work has commenced and a request for refunds is submitted to the building official in writing by the permittee within six (6) months of the date of issuance. The permit is surrendered when a request for refund is submitted. The amount of the refund will be two-thirds (b) of the permit fee, but in no case will the amount retained by the City of Bartlett be less than ~~fifteen dollars (\$15.00).~~ **twenty dollars (\$20.00).**

(6) Re-inspection fee for excessive or unessential inspection calls.

(a) An additional fee shall be charged for the first re-inspection of thirty dollars (\$30.00), and for each additional inspection thereafter, until the violation(s) is corrected, a fee of fifty dollars (\$50.00) shall be charged.

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(b) Any person, firm, or corporation aggrieved by the assessment of any re-inspection fee may appeal to the building official for a review of the facts involved and a possible reduction or dismissal of said fees.

Boiler and Pressure Vessel Permit and Inspection Fees

Section Title	2023	2001 Fees
Fees for amending permits		
Fees for issuing permits	\$4.00	\$5.00
Amendment--minimum fee		\$20.00
Work commencing before the permit issuance		Double Fee
Installation of process piping		
For the first \$250,000 of valuation		\$60.00
\$1.00 for each additional \$1,000<\$250,000		\$1.00
Minimum permit fee		\$40.00
Refunds 2/3 of fee--minimum fee	\$15.00	\$20.00
Re-inspection fee		
First re-inspection fee		\$30.00
For each additional re-inspection		\$50.00

Boiler permits and inspections are to be handled by Martin Toth, Chief Boiler Inspector, State of Tennessee, 710 James Robinson Pkwy.--Gateway Plaza 3rd floor--Nashville, TN 615-741-2123. (Ord. #02-02, Feb. 2002)

CHAPTER 11

RESIDENTIAL CODE

SECTION

12-1101. International residential code adopted.

12-1102. Available in clerk's office.

12-1103. Violations and penalty.

12-1101. International residential code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506, and for the purpose of providing building, plumbing, mechanical and electrical provisions, the International Residential Code,¹ 2018 edition (with city amendments), as prepared and adopted by the International Code Council, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the residential code. (as added by Ord. #07-11, Nov. 2007, and amended by Ord. #11-04, April 2011, and Ord. #18-06, Nov. 2018 *Ch7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch8_08-09-22*)

12-1102. Available in clerk's office. Pursuant to the requirements of the Tennessee Code Annotated, § 6-54-502, one (1) copy of the residential code has been placed on file in the clerk's office and shall be kept there for the use and inspection of the public. (as added by Ord. #07-11, Nov. 2007)

12-1103. Violations and penalty. It shall be unlawful for any person to violate or fail to comply with any provision of the residential code as herein adopted by reference and modified. The violation of any section of this chapter shall be punishable by a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense. (as added by Ord. #07-11, Nov. 2007)

¹Copies of this code (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.

CHAPTER 12

ADDITIONAL CODES ADOPTED BY REFERENCE¹

SECTION

12-1201. Existing building code adopted.

12-1202. Accessibility code adopted.

12-1203. Property maintenance code adopted.

12-1201. Existing building code adopted. The International Building Code, 2021 edition (with any amendments), is hereby adopted and incorporated by reference as part of this code. (as added by Ord. #18-06, Nov. 2018 *Ch7_12-08-20*, and amended by Ord. #22-03, Aug. 2022 *Ch8_08-09-22*)

12-1202. Accessibility code adopted. The Accessibility Code, 2017 edition (with any amendments), is hereby adopted and incorporated by reference as part of this code. (as added by Ord. #18-06, Nov. 2018 *Ch7_12-08-20*, and amended by Ord. #22-03, Aug. 2022 *Ch8_08-09-22*)

¹Copies of theses codes (and any amendments) may be purchased from the City of Bartlett's Code Enforcement Department.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/11/23 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
BSMC	1960'S	Church Pew's	Wood/off pink fabric	84 Total

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

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

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3354)

Meeting: 07/11/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3354

Resolution 23-23, a resolution to amend the FY2024 Grants Fund budget to recognize State of Tennessee, Office of Criminal Justice Programs VCIF Grant for \$1,700,000 to the Bartlett Police Department for public safety and training purposes.

WHEREAS, the Bartlett Police Department (Department) solicits various grants from the State of Tennessee and other agencies on an annual basis to benefit the public safety of the citizens of Bartlett; and

WHEREAS, the Department has received notice of a \$1,700,000 grant from the Office of Criminal Justice Programs for Community Crime Prevention Law Enforcement Services; and

WHEREAS, the reimbursement grant to the City of Bartlett provides for pass through funds for sub recipients Collierville and Germantown Police Departments; and

WHEREAS, the VCIF Collaborative Enhancement Grant provides funding of \$1,685,780 in FY24 and \$14,220 in FY25 for computer hardware and software, sub recipient grants, travel and training expense and capital purchases;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett accepts the VDIF reimbursement Grant for FY24 and FY25 and appropriates funds as shown in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33680.02324	VCIF Grant FY24; FY25	\$1,700,000	
131.42100.156.02324	Travel, Conferences & Meetings		\$ 53,240
131.42100.175.02324	Professional Fees/Subcontractors		\$979,805
131.42100.935.02324	Vehicles/Accessory Equipment		\$400,147
131.42100.939.02324	Other Equipment		\$266,808
	Totals	\$1,700,000	\$1,700,000

Adopted this day of July 11, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



June 28, 2023

David Parsons, Mayor
City of Bartlett
6400 Stage Rd.
Bartlett, TN 38134

Dear Mayor Parsons:

The Office of Criminal Justice Programs is pleased to notify you that the VCIF Grant Contract for your **Competitive Collaborative Enhancement Grant** project has been approved. Included with this letter, a final signed copy of your fully executed contract is enclosed as an email attachment. Please retain this letter and your executed contract in a file, along with the signed certifications and other documentation and correspondence related to this grant.

Please note the following and contact your Project Management Specialist with any questions:

1. The contract has not yet been processed by the Office of Business and Finance (OBF), within the Department of Finance and Administration, and therefore the contract has not been assigned a contract number at this time. **Once the contract has been processed by OBF, your Project Management Specialist will email you the specific grant contract number for this contract.**
1. **This is a reimbursement grant.** OCJP utilizes the Invoice Reimbursement process for non-state agencies to request reimbursement for expenditures. Funds will be distributed to subrecipients upon receipt of a properly prepared and signed invoice. Please note:
 - a. **Funds cannot be disbursed based on budgeted amounts.** The expense must have occurred before the line-item reimbursement can be made.
 - b. **Funds do not carry over from fiscal year to fiscal year.**
2. Electronic submission via e-mail is the required method for submitting the Invoice for Reimbursement Form. To expedite and support the use of email for OCJP sub-recipients, OBF will customize and email the **Invoice for Reimbursement Form** to all agencies. The invoice you receive will have the contract number for this contract. It will also have the mailing address associated with your agency, where reimbursement payment will be sent. **PLEASE CONFIRM THE REIMBURSEMENT ADDRESS ON THAT DOCUMENT IS CORRECT BEFORE SUBMITTING THE FORM. If it is not correct, please contact your Project Management Specialist.**
3. To assist you in management of this grant please reference the complete contract (attached) as well as the OCJP **Administrative Manual** that has been developed by OCJP in conjunction with requirements from the Department of Justice. The current manual can be located on the OCJP website at the following link: <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
4. When purchasing equipment with VCIF funds, please keep the following in mind:
 - a. Per the signed VCIF Equipment Certification, your agency must “utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds **only for its expressed intended scope and purpose** as outlined in Attachment A of the VCIF contract during the life of this grant and all extensions of the grant period.”
 - b. Your agency is required to follow all internal procurement policies throughout the purchase approval and bid process. Use of VCIF funds does not preclude these agency-specific policies.



- c. Per the Use of State Contracts for Law Enforcement Radios and LPR Equipment Purchase Certification, your agency must "comply with the purchasing of said items under the regulations outlined in the grant solicitation."

Additional Requirement: At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal).

Your Project Management Specialist is Ben Weinstein. For questions or assistance regarding this contract, please contact Ben Weinstein, at (615) 687-7061, or email Benjamin.Weinstein@tn.gov. We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman". The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: John Leatherwood, Chief Inspector
File

Attachment: Cover Letter - Executed VCIF Grant Contract (3354 : Res. 23-23 BPD VCIF Grant Acceptance)

MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams, Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: June 16, 2023

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed contract under a DGA for processing and entering into Edison.

Grant Award Type: **VCIF**

DGA #: **77241-VCIF (End-6/30/2025)**

Authorized Agency: **City of Bartlett**

Edison ID#: **NEW**

County Location: **79000**

Category #: **VCIF Community Crime Prevention 92101504 Law Enforcement Services (Including Process Server Services)**

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This grant includes indirect costs: ☐ Yes ☒ No

This is a VOCA grant that contains a National Emergency Pandemic Mandatory Match Waiver: ☐ Yes ☒ No

For questions or assistance regarding this contract, please contact **Ben Weinstein** at Benjamin.Weinstein@tn.gov or (615) 687-7061.

STATE AGENCIES ONLY

Match Source (select all that apply):

☐ Cash

☐ In-kind

☐ Miscellaneous Appropriations

Positions (if applicable):

Number of Full-time: _____

Number of Part-time: _____

POST OBF PROCESSING:

Signed Grant Contract Attached to Edison DGA Transactional Page:

Attached By (Initials): _____

Date Attached: _____

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																			
Begin Date 7/1/2023		End Date 6/30/2025		Agency Tracking # -																															
Edison ID -					Edison Vendor ID 1617																														
Grantee Legal Entity Name City of Bartlett					Edison Vendor ID 1617																														
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number: N/A Grantee's fiscal year end: June 30																																	
Service Caption (one line only) VCIF, Competitive Collaborative Enhancement Grant																																			
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>FY24</td> <td>\$1,685,780.00</td> <td></td> <td></td> <td></td> <td>\$1,685,780.00</td> </tr> <tr> <td>FY25</td> <td>\$14,220.00</td> <td></td> <td></td> <td></td> <td>\$14,220.00</td> </tr> <tr> <td>FY26</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td>\$1,700,000.00</td> <td></td> <td></td> <td></td> <td>\$1,700,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	FY24	\$1,685,780.00				\$1,685,780.00	FY25	\$14,220.00				\$14,220.00	FY26						TOTAL:	\$1,700,000.00				\$1,700,000.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																														
FY24	\$1,685,780.00				\$1,685,780.00																														
FY25	\$14,220.00				\$14,220.00																														
FY26																																			
TOTAL:	\$1,700,000.00				\$1,700,000.00																														
Grantee Selection Process Summary ☒ Competitive Selection The Competitive Selection process utilized was as per the DGA. ☐ Non-competitive Selection																																			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG																															
Speed Chart FA00003518		Account Code City - 71302000																																	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Bartlett, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
 - a. Program priorities include but are not limited to:
 - 1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 - 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 - 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 - 4. Training and technical assistance.
 - b. The grantee shall be required to:
 - 1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 - 2. Retain inventories and other records of purchases made and services provided using grant funds.
 - 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

- c. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 7/1/2023 ("Effective Date") and extend for a period of Twenty Four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Seven Hundred Thousand Dollars (\$1,700,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

- the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ben Weinstein, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs
312 Rosa L. Parks Avenue, Suite 1800
Nashville, Tennessee 37243-1102
Email: Benjamin.Weinstein@tn.gov
Telephone # (615) 687-7061

The Grantee:

John Leatherwood, Chief Inspector
Bartlett Police Department
3730 Appling Rd.
Bartlett, Tennessee 38133
Email: jjleatherwood@bartlettspolice.org
Telephone # (901) 385-5560

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance

and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any

threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

- b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

CITY OF BARTLETT:



GRANTEE SIGNATURE

6/8/23
DATE

David Parsons, Mayor



PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

**ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT COVER SHEET**

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VCIF
OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: City of Bartlett Federal ID Number (FEIN): 62-6011034 DUNS Number: SAM Expiration Date: Fiscal Year End Date: June 30		Implementing Agency: Name: Bartlett Police Department Address: 3730 Appling Rd. Bartlett, TN 38133-	
Will You Have Any Subcontracts? Yes			
Project Title: Competitive Collaborative Enhancement Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) David Parsons, Mayor 6400 Stage Rd. Bartlett, 38134		Phone Number: (901) 385-6400 EXT:	E-Mail Address: dparsons@cityofbartlett.org
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) John Leatherwood, Chief Inspector 3730 Appling Rd. Bartlett, 38133		Phone Number: (901) 385-5560 EXT:	E-Mail Address: jjleatherwood@bartlettspolice.org
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Dick Phebus, Finance Director 640 Stage Rd. Bartlett, 38133		Phone Number: (901) 385-6400 EXT:	E-Mail Address: dphebus@cityofbartlett.org
County/Counties Served (Type ALL if Statewide): Shelby			
U.S. Congressional District(s): 8			

Attachment: City of Bartlett VCIF Collab FY24-25 Executed (3354 : Res. 23-23 BPD VCIF Grant Acceptance)

Competitive Collaborative Enhancement Grant: Scope of Services

Violent Crime Intervention Fund

Collaborative Agencies:

Bartlett Police Department (Lead)

Collierville Police Department

Germantown Police Department

A. **CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS**

Discuss the nature and magnitude of the problem(s) to be addressed by the proposed funding. This should be based on current data from reliable sources that describe in detail the most pressing issues.

- A.1. Describe the unique REGIONAL/MULTIJURISDICTIONAL violent crime issue(s) your agency and your collaborative partners are experiencing. Please include regional data and information (population, demographics, violent crime statistics) from the other law enforcement partners you intend to collaborate with in addressing these violent crime issues. Sources should include Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data, among others.

Shelby County, Tennessee, is home to one of the most violent cities in the United States, Memphis. Situated within Shelby County, the Cities of Bartlett, Collierville, and Germantown (Collaborative Agencies) all share a border with the City of Memphis. As a result, violent crime from this metropolis frequently overflows into these surrounding suburbs. These violent crimes range from assaults and thefts to robberies, rapes, and murders.

According to the 2020 U.S. Census Bureau, the City of Bartlett, TN, has a total population of 59,252. The city's demographic makeup is as follows; 73.6% White, 20.4% Black or African American, 2.8% Two or More Races, 2.7% Asian, and 0.5% Other.

According to the 2020 U.S. Census Bureau, the City of Collierville, TN, has a total population of 50,669. The city's demographic makeup is as follows; 74.1% White, 10.1% Black or African American, 3.3% Two or More Races, 11.2% Asian, and 1.3% Other.

According to the 2020 U.S. Census Bureau, the City of Germantown, TN, has a total population of 40,955. The city's demographic makeup is as follows; 88.7% White, 3.4% Black or African American, 1.5% Two or More Races, 5.8% Asian, and 0.6% Other.

In the previous two years, these collaborative departments have investigated over four hundred and thirty-five (435) incidents in which a weapon was either stolen during a crime or present during the commission of a crime. When a weapon is stolen during the course of an incident, it is often then used to commit additional violent crimes in the future. Moreover, these collaborative departments have investigated over sixty (60) robberies and five hundred (500) aggravated assaults. These violent crimes are often committed using vehicles stolen in previous crimes.

To prevent and reduce violent crime, the Collaborative Agencies aim to address the root cause of this problem. The Collaborative Agencies have identified auto burglaries and motor vehicle thefts

as a catalyst for violent crime. By combating auto burglaries and motor vehicle thefts, the Collaborative Agencies will significantly reduce the number of stolen weapons that are in the hands of criminals as well as the mobility of would-be violent offenders.

The ability to identify these suspect vehicles and those responsible for committing these crimes is paramount. The funding provided by the VCIF will supply these Collaborative Agencies with the tools and analytics necessary to efficiently and effectively investigate these crimes and ensure the successful prosecution of those responsible.

The following table shows the collaborative violent crime data from the TIBRS CrimeInsight website over the previous two (2) years:

Collaborative Violent Crime Data		
Offense	2020	2021
Murder	1	2
Aggravated Assault	264	256
Robbery	24	29
Motor Vehicle Theft	158	175
Auto Burglary	729	579
Rape	15	25
Burglary	204	172

- A.2. Based on the information provided above, please identify which target crime types, victim types, and/or other regional issues of particular interest VCIF enhancement funding will help to address.

The Collaborative Agencies have determined that violent crimes are typically committed using items stolen in previous incidents (e.g., guns, vehicles, etc.). Therefore, the ability to prevent, identify, and otherwise thwart these initial crimes will significantly hinder the capability of criminals to commit future crimes, and the sought analytical tools will substantially aid the agencies' ability to prosecute offenders successfully.

All violent crimes listed above will be impacted by VCIF funding.

A 2017 study in Port St. Lucie, FL, on tactical response to micro-time hotspots for thefts from vehicles showed the difference was statistically significant when police were able to direct their response to known hot spots. [1] "These results suggest that the tactical police responses implemented in the treatment group micro-time hot spots resulted in fewer thefts from vehicles, compared with the comparison group that did not receive these tactical responses." This study shows that the ability to use surveillance video and other data to identify and monitor hot spot areas can significantly decrease criminal activity known to lead to

future violent crime.

On Monday, December 5, 2022, through Thursday, December 8, 2022, representatives from the Memphis Police Department, the Shelby County Sheriff's Office, the Bartlett Police Department, the Collierville Police Department, the Germantown Police Department, and the Tennessee Highway Patrol participated in an operation titled "Operation Sleigh Ride". This was a four (4) day operation conducted to suppress Carjacking, Robberies, Aggravated Assaults, Theft from Motor Vehicles, and Motor Vehicle Thefts. The focus areas (hot spot areas) were Appling Farms Station, District 4, Ridgeway Station, District 2, and other areas throughout the City of Memphis and Shelby County. This joint operation yielded fifty-two (52) felony arrests and six (6) misdemeanor arrests. Additionally, twenty-one (21) guns were seized during the operation.

By identifying hot spot areas, the regional agencies were able to collaboratively combat violent crime. This type of joint operation has proven effective but is only accomplished with the utilization of a unified mobile command. Therefore, with the ability to deploy a mobile command center, additional joint operations can be accomplished more frequently. These operations would be periodically conducted by the collaborating agencies.

Additionally, active shooter incidents have increased significantly since 2019 with a 33% increase between 2019 and 2020, and a 52.5% increase between 2020 and 2021. Overall, active shooter incidents have increased 96.8% since 2017. Furthermore, these incidents are becoming more deadly with the casualty counts resulting from those incidents increasing 48% and fatalities increasing 171% between 2020 and 2021 (FBI Active Shooter Incidents in the United States in 2021 report). The nature of these incidents does not allow law enforcement agencies the luxury of knowing if or when they could happen in their own community; as a result, it is incumbent on the agency to be prepared in the event of an active shooter. Essential to a well-coordinated active shooter response is effective communication methods and available necessary resources.

On September 23, 2021, the Collaborative Agencies all responded to a mutual aid request regarding an active shooter in the Town of Collierville at a local grocery store. Patrol officers, detectives, and command staff members alike responded to the incident in a mutual aid capacity. Many of the responders lacked necessary equipment to properly and safely engage this violent situation. The addition of additional equipment would allow for a more rapid and safe deployment of officers in the event of an active and violent incident.

A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these issues previously. How will VCIF funding help your agency to mitigate those obstacles?

The main obstacle when investigating violent crimes is the lack of available resources to the Agency. Each of the Collaborative Agencies is subject to recurring budget restraints, which significantly inhibit their ability to purchase training or resources which are beneficial and necessary to prevent and combat violent crime. Often, the purchase of large budget items requires years of planning and budgeting, delaying the deployment of these resources to combat ongoing issues.

Furthermore, the VCIF funding will provide each of the Collaborative Agencies with tools and resources capable of being utilized by each agency in a joint effort to combat violent crime. These

collaborative resources will ensure efficient and effective partnerships between the agencies and further benefit our individual and collective efforts to combat violent crime.

One such area involves the need to acquire actionable intelligence more rapidly from digital devices. These devices contain call history, personal contacts, text messages, browser history, email exchanges, Global Positioning System (GPS) data, and a host of additional information that is especially valuable to law enforcement. This evidence can assist investigators by stringing together the digital trail of crime-related information. [2] South University defines this digital forensics process as "a branch of science encompassing the recovery and investigation of material found in digital devices, including computers, cell phones, and digital cameras."

Currently, the Collaborative Agencies do not have the resources to perform forensic analysis on digital devices. Therefore, the agencies must outsource requests to retrieve data. Given these collective constraints and limited resources, the Collaborative Agencies can spend months waiting for the data necessary to proceed with critical investigations. In November 2022, the Vanderburgh County Cyber Crime Task Force released the results of a case study regarding how agencies can digitally transform their departments by including digital intelligence software. In this particular case study, Vanderburgh County was able to reduce its turnaround time on actionable intelligence from six (6) to nine (9) to three (3) days. This dramatically impacted their ability to solve cases and helped them obtain a [3] "73% successful prosecution rate".

The Bartlett Police Department's FARO Focus laser scanner is an immensely valuable tool used to document crime scenes and is especially beneficial when responding to violent crimes, due to the often vast size of the scenes as well as the numerous pieces of evidence associated with such incidents. While still photographs, manual measurements, and written reports have been widely accepted as standard documentation procedures, they often offer a limited perspective of a crime scene. Initially, eight (8) law enforcement personnel were trained on use of the FARO system. However, due to attrition and the high cost of the training, the Bartlett Police Department currently only has 3 law enforcement personnel trained on the FARO system.

The FARO Focus laser scanner is a non-contact device that captures millions of discrete data points to measure an object or space using laser infrared technology that produces detailed 3D color images. This allows investigators to create accurate, complete, and photorealistic 3D representations of any interior or exterior environment, including areas that are difficult to photograph such as the interior of a vehicle. Laser scanning can save hours of documentation time and preserves a digital replica of scenes that may be environmentally vulnerable. By storing the information digitally, investigators can review even the most minute details, share that information with fellow investigators, other agencies, or prosecutors, and return to the virtual scene of the crime as many times as needed.

B. PURPOSE

State the goals, objectives, and activities of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

For a list of Goals, Objectives and Activities please see the VCIF Abstract. You are strongly encouraged to work with UTLEIC to determine which goals, objectives, and activities are appropriate for your project.

Goal 1: Improve forensic investigation capabilities

Objective 1.1: Acquire digital evidence forensic equipment

Activities 1.1.1: Work with local, state, and federal contract vendors to procure digital evidence collection equipment

Activities 1.1.2: Install digital evidence collection equipment

Objective 1.2: Train staff in digital evidence collection and analysis

Activities 1.2.1: Host and or attend training classes for identified staff to master digital evidence collection equipment

Activities 1.2.2: Host annual training for certified personnel to ensure competency

Objective 1.3: Improve efficiency and effectiveness of processing and analyzing digital forensic data

Activities 1.3.1: Work with local, state, and federal contract vendors to procure hardware capable of processing and analyzing digital evidence

Activities 1.3.2: Install digital evidence-processing hardware

Objective 1.4: Train personnel on the use of the FARO laser scanner

Activities 1.4.1: Send selected personnel to the FARO laser scanner training course

Activities 1.4.2: Deploy trained personnel with the FARO laser scanner to all major incidents to effectively and efficiently document and digitize the crime scene

Goal 2: Create workspaces to analyze and process digital data

Objective 2.1: Outfit and furnish workspaces with furniture and electronics needed for data analysis

Activities 2.1.1: Work with local, state, and federal contract vendors to procure office furniture and electronics to furnish workspace

Activities 2.1.2: Install office furniture and electronics in the workspace

Goal 3: Improve multi-jurisdictional reactions to violent crime incidents by providing each participating agency with a specific apparatus that will play a distinct role in the unified communication, investigation, and overall response to violent crime incidents

Objective 3.1: Acquire a Mobile Command Unit and Tow Vehicle that can be used to respond to regional violent crime incidents to improve or reestablish communication, augment onsite investigations, enhance coordination among responding officers, and, when needed, provide a long-term, critical infrastructure resource to sustain the affected agency's response to a violent emergency incident.

Activities 3.1.1: Work with local, state, and federal contract vendors to procure a Mobile Command Unit, Mobile Command Tow Vehicle, and covered carport for use by all municipal Law Enforcement agencies participating in this collaborative grant.

Activities 3.1.2: Install emergency equipment and radio system within the Mobile

Command Unit and Tow Vehicles for use during responses to violent crime incidents.

Activities 3.1.3: Install a covered, open-air sheltered carport for the Mobile Command Unit and Mobile Command Tow Vehicle to ensure long-term protection from harsh elements and to maintain the physical and visible life span of such equipment.

Activities 3.1.4: Deploy the mobile command center to all local and regional major incidents to provide unified command and establish a unified resource allocation and utilization area.

Objective 3.2: Acquire three (3) mobile incident scene lighting trailers capable of providing unified command operations lighting and electrification capabilities in areas where lighting and power resources are limited.

Activity 3.2.1: Work with local, state, and federal contract vendors on the procurement of three (3) incident scene lighting trailers.

Activity 3.2.2: Deploy the mobile scene lighting trailers to all local and regional major incidents to provide unified command operations lighting and electrification capabilities in areas where lighting and power resources are limited.

Objective 3.3: Acquire two (2) Utility Terrain Vehicles

Activity 3.3.1: Acquire Utility Terrain Vehicles capable of responding to off-road / backcountry incidents that exceed the capability of regular patrol vehicles within the collaborative grant area including terrorist attacks, mass shooting incidents, armed suspect situations, or high-risk situations where off-road vehicles may be needed.

Activity 3.3.2: Deploy Utility Terrain Vehicles to incidents that exceed the capability of regular patrol vehicles within the collaborative grant area including terrorist attacks, mass shooting incidents, armed suspect situations, or high-risk situations where off-road vehicles are needed.

Objective 3.4: Acquire a Sprinter Van capable of improving the multi-jurisdictional response to local and regional critical incidents to enhance law enforcement's ability to communicate with offenders, coordinate response, and safely resolve violent and potentially violent incidents.

Activity 3.4.1: Work with state and federal contract vendors to procure a sprinter van that will meet the needs of law enforcement to carry out this objective.

Activity 3.4.2: Install emergency equipment, computer equipment, and vehicle accessories.

Activity 3.4.3: Deploy the sprinter van to local and regional critical incidents that require advanced communication and/or a coordinated response.

Goal 4: Improve the communications and data-sharing capabilities of the Collierville Police Department and other collaborating agencies.

Objective 4.1: Develop direct communications capabilities with other collaborating agencies in Shelby County.

Activity 4.1.1: Work with local, state, and federal contract vendors on procurement of three (3) P25 encryption compliant radios (control stations) that would be utilized in the Collierville Police Dispatch Center to communicate with all the Public Safety Dispatch Centers in Shelby County as well as first responders from other agencies.

Activity 4.1.2: Install three (3) radios control stations in the Collierville Police Dispatch Center allowing for communication with all the Public Safety Dispatch Centers in Shelby County as well as first responders from other agencies.

Objective 4.2: Develop direct communications capabilities in VCIF-funded vehicles

Activity 4.2.1: Work with local, state, and federal contract vendors on procurement of six (6) mobile radios that would be utilized by Command Vehicles and Utility Terrain Vehicles. Radios will be utilized to communicate with first responders from regional agencies and on- scene personnel.

Activity 4.2.2: Install six (6) mobile radios in the Command Vehicles and Utility Terrain Vehicles.

Goal 5: Further provide each Germantown Police Officer with the equipment necessary to respond to violent encounters in the collaborative grant area in which intermediate-range weapons, mechanical breaching equipment, and higher levels of ballistic protection are necessary.

Objective 5.1: Acquire patrol rifles for each member of the department, vehicle gun lockers to secure rifles in vehicles, and a rifle locker for indoor investigative personnel.

Activity 5.1.1 Work with state and federal contract vendors to procure patrol rifles and gun lockers.

Activity 5.1.2 Deploy rifles to each member of the department and install gun lockers.

Objective 5.2: Acquire rifle-rated plate carriers for officers.

Activity 5.2.1 Work with state and federal contract vendors to procure rifle-rated plate carriers.

Activity 5.2.2 Deploy rifle-rated plate carriers to appropriate personnel.

Objective 5.3: Acquire mechanical breaching equipment for officers.

Activity 5.3.1: Work with state and federal contract vendors to procure appropriate breaching equipment.

Activity 5.3.2: Deploy mechanical breaching equipment to applicable personnel in the field.

Goal 6: Increase the availability of live and recorded video surveillance.

Objective 6.1: Acquire a Public Safety Security Camera Trailer with real-time and recording capability.

Activity 6.1.1: Contract with local, state, and/or federal contract vendors to procure Public Safety Security Camera Trailer with a real-time view and video recording capability.

Activity 6.1.2: Deploy the Public Safety Security Camera Trailer at various hotspot locations in an effort to enhance the prevention and detection of violent crimes.

C. COLLABORATION

VCIF Competitive Collaborative Enhancement Funds are intended to support regional/multijurisdictional collaborative violent crime intervention projects that involve at least TWO law enforcement agencies.

- C.1. Name **each partner law enforcement agency** that your agency intends to formally collaborate with as part of this Enhancement project.

Partner agencies will be Bartlett Police Department, Collierville Police Department, and Germantown Police Department.

- C.2. Describe the role that **each partner law enforcement agency** will play in your collaborative regional/multijurisdictional violent crime strategy, including the resources each agency will commit to the strategy.

Each involved agency will be completely committed to achieving the goals outlined in this scope. Collaborative agencies will commit to sharing information and resources in response to combatting violent crime in the region.

The Bartlett Police Department will be the lead agency for this VCIF grant. The BPD will be responsible for the procurement of all of the digital data extraction hardware/software, all supporting hardware (e.g., computer workstations, forensic computers, storage drives), and all sensitive minor equipment needed to support digital data forensic investigations. The Bartlett Police Department will evenly distribute the equipment between all three agencies to so that each agency will be fully capable of conducting on-site digital forensic investigations. The forensic data will be stored in a manner which is accessible by each of the collaborative agencies if needed or requested.

The Bartlett Police Department will request quarterly reports from each of the collaborative agencies on their use and outputs relating to the forensic data equipment. These reports will be compiled and presented in the annual outputs report.

- C.3. If your agency intends to pass any VCIF grant funds through to these collaborative law enforcement partner agencies (subcontract), please explain that below, including the amount of funds and the purpose.

The Bartlett Police Department will provide pass-through grant funds in the following amounts to the Collaborative Agencies:

The Bartlett Police Department will subcontract with the Collierville Police Department in the amount of \$161,480 for the procurement of their VCIF-funded items:

- \$40,500 for the purchase of three (3) towable diesel generators with LED lighting
- \$30,000 for the purchase of five (5) Mobile Radio Systems
- \$56,000 for the purchase of two (2) Utility Terrain Vehicles
- \$16,980 for the purchase of three (3) Dispatch Console Radios

- \$18,000 for the purchase of necessary office equipment and electronics

The Bartlett Police Department will subcontract with the Germantown Police Department in the amount of \$378,779 for the procurement of their VCIF-funded items:

- \$198,000 for the purchase of a Sprinter Mobile Command Vehicle
- \$95,805 for the purchase of forty-five (45) Patrol Rifles
- \$40,000 for the purchase of eighty (80) Ballistic Plates/Carriers
- \$23,499 for the purchase of twenty-one (21) vehicle gun lockers
- \$10,600 for the purchase of emergency equipment and radios for the Mobile Command Vehicle
- \$8,100 for the purchase of nine (9) Patrol Entry Kits and Rams
- \$1,500 for the purchase of a rifle locker
- \$1,275 for the purchase of a Breaching Pry Bar and Ram

- C.4. Please include Letters of Support for **each partner law enforcement agency** your agency plans to collaborate with on this Enhancement project.

MOUs from collaborating agencies were enclosed with the application.

- C.5. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

There will be no pass-through funds from VCIF to non-profits.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

For the specific expenses listed in your budget (training, salary, equipment, subcontract/professional fee, etc.) please answer the following questions:

- D.1. How will this resource be deployed/used by your agency?

The Collaborative agencies will all receive hardware and licenses for the following forensic equipment: CellBrite, GrayKey, and Penlink. Each agency will receive one CellBrite and GrayKey extraction hardware. Each agency will also receive three (3) year licenses for the CellBrite, GrayKey, and Penlink software. Each piece of hardware and license is necessary to extract digital evidence from different software formats. Each piece of equipment will be utilized to extract digital data from electronic devices.

Due to the complexity of processing digital data, it is necessary to have the computer hardware capable of processing the data. The Bartlett Police Department will procure three (3) digital forensic computers (eDiscovery & Incident Response), six (6) storage servers (Synology DiskStation DS1621), thirty-six (36) computer workstations (HP Workstation), thirty (30) SanDisk 1 TB portable storage drives, thirty (30) SanDisk 2 TB portable storage drives, eighteen (18) charging cable pack (Multi USB Cable) and eighteen (18) docks (Unitek Multi

Charging Station), nine (9) charging power bank stations (Loveledi portable charger power bank), and nine (9) signal blocking bags (4-pack Faraday bags). This equipment will all be evenly distributed between all three agencies to provide each agency the capability to efficiently and effectively process digital data at their respective precinct.

Each Collaborative Agency will receive one (1) forensic computer, two (2) storage servers, twelve (12) computer workstations, ten (10) 1 TB storage drives, ten (10) 2 TB storage drives, six (6) charging cable packs, six (6) charging docks, three (3) power bank stations, and three (3) signal blocking bag packs.

The Bartlett Police Department will outfit nine (9) designated office spaces with the following equipment: nine (9) office desks (L shaped desk of 3 units, L shaped desk of 2 units, Pedestal desk of 4 units), two-door storage cabinet, four drawer filing cabinet, lateral filing cabinet, two (2) storage credenzas, two (2) conference tables, thirty-four (34) office chairs, nine (9) televisions, and four (4) HDMI wireless transmitters. The office furniture and televisions will be utilized to provide workspaces for personnel analyzing and reviewing forensic data. It will allow for the creation of two conference areas for collaborative agencies to meet and share information with one another. It will also provide an area for joint operation command planning and data review and analysis.

The Mobile Command Trailer and Tow Vehicle will be deployed on all major incidents to provide an on-scene critical infrastructure resource. This resource will be housed with the Bartlett Police Department. It will provide all equipment and housing necessary for effective response to regional violent crime incidents and will improve or reestablish communication, augment onsite investigations, enhance coordination among responding officers, and, when needed, provide a long-term, critical infrastructure resource to sustain the affected agency's response to a violent emergency incident.

The covered, open-air sheltered carport will be utilized to safely store the command trailer and protect it from the elements to ensure its longevity and continued use throughout the region.

Training on using and implementing the FARO Focus laser scanner is crucial to ensure the data is properly captured before the scene is released. The advantages of scanning a violent crime scene extend beyond the initial investigation and documentation process. Once the scene has been scanned, various types of final products can be extracted or produced from the data. For example, a detailed 3D animation or “fly-by” of the scene can be created from the scan data. This is an ideal means of bringing others to the crime scene at a later date. Instead of simply presenting photographs to a jury, you can take them into a scene as it was the day it was scanned. The ability to present unbiased, accurate 3D data in the courtroom as opposed to conventional 2D evidence can make all the difference in the prosecution of a case.

The Public Safety Security Camera Trailer will provide real-time and recorded video surveillance of areas identified as a hotspot for violent crime. This platform provides “eyes in the sky” that brings flexibility to our efforts and will increase our response time to avert criminal activity.

The scene lighting generator trailers will be deployed to incident locations within the collaborative grant area where auxiliary power and/or lighting is needed to successfully support the law enforcement function. This may include crime scenes, command posts and staging areas, and large-scale public events where alternative lighting will serve to enhance public safety.

The Memphis / Shelby County radio system has implemented communication talk groups for regional response to various incidents. For the Collierville Police PSAP to communicate with these talk groups, two control stations would be installed on the Collierville Police Dispatch console for two of the talk groups to coordinate law enforcement response and the third control station would be utilized for communications between PSAPs. All radios will be P25 encryption compliant.

With the addition of the utility terrain vehicles (UTVs), along with current SWAT vehicles within the Collierville Police Department, five (5) mobile radios would be installed in these vehicles. One radio would be installed in each of the UTVs, along with the last two radios installed in current SWAT vehicles already owned. All radios will be P25 encryption compliant.

The patrol rifles, vehicle rifle lockers, ballistic plate carriers, and breaching equipment will all be dispersed to Germantown Patrol Officers in the field allowing for a real-time effective response to violent incidents. This equipment will allow patrol officers to act immediately without the delay of waiting for specialized personnel to make the scene of the critical incident.

The sprinter van is capable of responding to a multi-jurisdictional critical event would improve the collaborative response by enhancing law enforcement's ability to communicate with offenders, coordinate response, and safely resolve violent and potentially violent events. Crisis negotiation teams from the Bartlett Police Department, Germantown Police Department, and Collierville Police Department currently train three (3) times a year. This resource would be housed at the Germantown Police Department.

D.2. List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.

The Bartlett Police Department will subcontract pass through funds to the Collierville Police Department and the Germantown Police Department to help implement our collective Goals, Objectives, and Activities.

D.3. Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.

The CellBrite, GrayKey, and PenLink are all digital forensic evidence equipment capable of extracting digital evidence from different software formats. Each piece of equipment will be utilized to extract digital data from electronic devices. CellBrite, GrayKey, and PenLink each provide a unique data extraction software that works independent of each other. Due to the numerous devices that can contain digital data, it is important to have all the tools necessary to extract data from any device. CellBrite and GrayKey each have the ability to extract digital data from different types of devices that the other cannot. PenLink provides a singular software solution that allows both GrayKey and CellBrite extracted data to be uploaded in the same format which can then be analyzed and shared between each collaborative agency. PenLink also provides information and statistics on common criminals between the agencies.

Each agency will select two (2) personnel to be trained on the use of said forensic devices. These personnel will receive training in FY 24 and FY 25 on forensic data extraction. The training will consist of annual training on the GrayKey software in FY 24 and FY 25. These individuals will then complete follow-up GrayKey training after the completion of the annual training in both FY 24 and FY 25. These trained personnel will be responsible for the successful operation of these devices during forensic investigations. The Bartlett PD will cover the costs for training all six individuals sent to the GrayKey and Cellebrite trainings in both FY24 and FY25.

Bartlett PD will also pay for 2 Germantown PD staff to attend a design and research conference for the sprinter van negotiations vehicle use, in FY24.

The data will then be analyzed and reviewed for its evidentiary value. The data will then be used to assist in the prosecution of criminals for said violent offenses. The extracted data will be input into a usable format capable of being shared with all law enforcement agencies and prosecutors to assist in investigations and successful prosecution of violent criminals. These forensic equipment devices will not only create the ability to accomplish **Goal 1** but also enhance each agency's ability to implement the objectives and activities outlined above.

The amount of data extracted from electronic devices is normally overwhelming for standard computers. The need for high-performance computers is paramount for the efficient processing of this extracted data. These high-performance computers will decrease the processing time and increase the amount of usable data available for evidentiary and investigative purposes. Selected personnel will be trained in the use of these high-performance computers. These computers are necessary to enhance **Goal 1** and the objectives and activities outlined within. Without these computers, the extracted data would be overwhelming to existing hardware causing delays in processing time and possible loss of crucial evidence.

The Bartlett Police Department will send ten (10) officers to the Faro Training Course in FY '24. Once trained, personnel will deploy the FARO laser scanner on all major crime scenes. The ability to completely digitize a crime scene is invaluable for its evidentiary value. This training will have a direct impact on achieving **Goal 1** as it provides the increased ability to gather forensic evidence on major crime scenes. This evidence will be a crucial element in successfully prosecuting violent criminals.

The need for designated workspaces to process digital evidence is necessary to preserve the chain of custody and allow trained personnel a workspace to complete their forensic investigations. Forensic investigations are time-consuming and require training personnel to be proficient in their ability to process the extracted information. Therefore, personnel will need designated workspaces that allow each person to conduct their forensic investigations without interruption. The furniture and electronics purchased with VCIF funds will directly affect the ability of agencies to accomplish **Goal 2**. Additionally, these designated workspaces will significantly enhance the capacity of the agencies to achieve **Goal 1** and the objectives and activities outlined within.

Due to the amount of time that it can take to perform one digital extraction, it is necessary for each agency to have access to their own hardware and software to efficiently extract and process the digital data in a timely manner allowing for the data to be used in the investigation and criminal proceedings. The software associated with each of these data extraction tools will allow the agencies to share the data with one another and cross reference ongoing investigation with

the other agencies to identify crime trends and common suspects within the collaborative jurisdictions.

Due to the large amount of data held on electronic devices, high-capacity computer hardware is needed to process the information. The computer hardware will be utilized to effectively and efficiently process and analyze the digital forensic data extracted by the digital forensic equipment. Each Collaborative Agency will receive the hardware necessary to efficiently and effectively process digital evidence.

The need for unified command on major incidents is paramount to successfully organize and direct resources to maximize the efficiency of law enforcement response. Often, major incidents solicit resources from multiple regional agencies.

These resources need a designated unified command area to report and receive operational instructions. Additionally, the command trailer will provide a centralized location to process information and direct law enforcement response in real time. This real-time response will significantly increase the chances of a successful conclusion to the incident at hand. This mobile command center will allow the collaborative agencies to accomplish **Goal 3** and the objectives and activities outlined within.

The tow vehicle is necessary to transport the command trailer. The weight of the command trailer demands a heavy-duty vehicle capable of trailering the mobile command center. Typical law enforcement vehicles are not suited for this type of transportation. Therefore, the need to purchase a heavy-duty vehicle capable of trailering the mobile command center is necessary. The purchase of this vehicle is necessary for the collaborative agencies to accomplish **Goal 3** and the objectives and activities outlined within.

The exterior elements can be harsh and extremely deteriorating to items left to endure their bombardment. Therefore, it is necessary to protect the assets purchased with VCIF funds to ensure their continued use throughout the near future. The need to purchase a covered, open-air carport capable of shielding the mobile command center is necessary to protect it from harsh elements. This carport is necessary to store the command center and ensure its ability to accomplish **Goal 3** and the objectives and activities listed within. This covered, open-aired carport will enhance **Goal 3** by allowing continued use of the mobile command center for years beyond the designated timeline of the VCIF.

The Public Safety Security Camera Trailer is a critical tool that will aid in the detection and prevention of criminal activity in hotspots and other VCIF areas. Additionally, this equipment can be rapidly deployed by law enforcement to monitor areas remotely, utilized to increase response times, and will subsequently produce a safer environment for those visiting the collaborative areas. Once deployed, all police personnel will have access to the live view feeds. This feed will enhance our efforts to ensure the safety of our citizens and will increase our response time to avert criminal activity.

Scene lighting generator trailers are needed to assist law enforcement operations in areas where lighting conditions or electricity access is limited. Outdoor, low-light crime scene investigations often require alternative light sources to allow investigators to process the scene in a manner that will lead to successful prosecution. In addition, large-scale incidents that require command posts

and staging locations often require alternative light sources. Large-scale public events, such as parades, festivals, and demonstrations, often occur at night when alternative lighting serves to enhance public safety by deterring criminal behavior. These scene-lighting generator trailers will also provide an electricity source to power equipment that supports the functions outlined.

Utility Terrain Vehicles (UTV's) are integral when it comes to response in a host of areas located off the roadways or in green spaces. UTV's allow for a rapid response to threats, delivery of supplies, and site security. Their diminutive size makes them highly portable when operations need to be more surgical in nature.

On September 23, 2021, Collierville Police responded to an active shooter event at a local grocery store. Due to the nature of the event, law enforcement officers from approximately 10 regional agencies responded to the incident. One gap determined from the response was the inability of the various agencies to communicate. Since then, the various law enforcement agencies worked together to establish a plan to set up communications talk groups on the Memphis / Shelby County radio system, based on regions as well as the ability for Public Safety Answering Points (PSAPs) the ability to communicate. For the Collierville Police PSAP to communicate with these talk groups, two control stations would be installed on the Collierville Police Dispatch console for two of the talk groups to coordinate law enforcement response and the third control station would be utilized for communications between PSAPs. This communications plan will allow the collaborative agencies to accomplish **Goal 4** and the objectives and activities outlined within. All radios will be P25 encryption compliant.

With the addition of the utility terrain vehicles (UTVs), along with current SWAT vehicles within the Collierville Police Department, five (5) mobile radios would be installed in these vehicles. One radio would be installed in each of the UTVs, along with the last two radios installed in current SWAT vehicles already owned. This communications plan will allow the collaborative agencies to accomplish **Goal 4** and the objectives and activities outlined within.

On September 23, 2021, Germantown Police officers responded to an active shooter event in the Town of Collierville at a local grocery store. Patrol officers, detectives, and command staff members alike responded to the incident in a mutual aid capacity. Many of the responders lacked the necessary equipment to properly and safely engage in this violent situation. Providing Germantown Police Department with forty-five (45) patrol rifles, mechanical breaching equipment, and eighty (80) rifle-rated plate carriers would provide Germantown Police personnel with the tools necessary to respond to an active violent event and ensure that the responders are prepared for a potentially violent encounter. Additionally, providing (twenty-one) 21-vehicle gun lockers and one (1) indoor stationary gun locker would ensure the safe storage of the rifles and immediate deployment for field and investigative personnel. Further needs include nine (9) patrol mechanical entry kits 1 (one) pry bar, and one (1) breaching ram. The addition of this equipment would accomplish **Goal 5** and the objectives and activities outlined within.

A sprinter van that is capable of responding to a multi-jurisdictional critical event would improve the collaborative response by enhancing law enforcement's ability to communicate with offenders, coordinate response, and safely resolve violent and potentially violent events. Crisis negotiation teams from the Bartlett Police Department, Germantown Police Department, and Collierville Police Department currently train three (3) times a year. Much of this involves cross-

training on each collaborative jurisdiction's equipment and mock scenarios. The sprinter van would also include one (1) mobile data terminal and two (2) laptops capable of analyzing data and completing administrative tasks related to the incident and follow-up investigation. Included in this request is the need for funding for Germantown Police personnel to travel to approved vendors for the design and research of the vehicle. The addition of the sprinter van would accomplish **Goal 3** and the objectives and activities outlined within.

D.4. What impact will this funding have on your agency's ability to respond to violent crime?

Every item purchased with VCIF funding will directly affect each agency's ability to prevent, combat, and investigate a violent crime. This funding will provide resources otherwise unavailable to each agency. Without this funding, the collaborative agencies will struggle to combat violent crime due to budget restrictions and resource availability.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Projected Timeline	Activity	Individual Responsible
1 Months after Contract Execution	Purchase CellBrite Forensic Equipment	Lt. Dustin Stewart
1 Months after Contract Execution	Purchase GrayKey Forensic Equipment	Lt. Dustin Stewart
1 Months after Contract Execution	Purchase PenLink	Lt. Dustin Stewart
1 Month after Contract Execution	Purchase Digital Forensic Computer	Lt. Dustin Stewart
1 Month after Contract Execution	Purchase Office Equipment and Televisions	Capt. Brandon Thornton
1 Months after Contract Execution	Purchase Computer Hardware for Forensic Equipment	Lt. Dustin Stewart
5 Months after Contract Execution	Purchase UTVs	Inspector Ben Wardlow
5 Months after Contract Execution	Purchase control stations for CPD Dispatch utilizing existing purchasing contract	Inspector Ben Wardlow
5 Months after Contract Execution	Purchase mobile radios for UTV's and SWAT vehicles at Collierville Police.	Inspector Ben Wardlow
5 months of contract execution	Travel to approved vendor for sprinter van for design and equipment research	Jack Antonuk, Assistant Project Director
5 months after contract execution	Order patrol rifles, mechanical breaching equipment, and rifle plate carriers	Fiscal Director, Adrienne Royals
5 Months after Contract Execution	Purchase mobile scene lighting trailers utilizing purchasing cooperative contracts.	Inspector Ben Wardlow

Within 6 Months of contract execution and again in FY25	Train designated personnel on forensic equipment (GrayKey, CellBrite, PenLink)	Lt. Dustin Stewart
6 Months after Contract Execution	Purchase Covered Carport	Chief Deputy Chris Golden
6 Months after Contract Execution	Purchase Mobile Public Safety Security Camera Trailer	Capt. Brandon Thornton
6 Months after Contract Execution	Send designated personnel to FARO laser scanner training	Capt. Brandon Thornton
6 months after contract execution	Train and qualify personnel on patrol rifles	Jack Antonuk, Assistant Project Director
6 months after contract execution	Train personnel on mechanical breaching equipment	Jack Antonuk, Assistant Project Director
6 months after contract execution	Size and order rifle plate carriers	Fiscal Director, Adrienne Royals
6 Months after Contract Execution	Install control stations in CPD Dispatch.	Inspector Ben Wardlow
6 months after contract execution	Purchase vehicle gun lockers and stationary gun locker	Fiscal Director, Adrienne Royals
6 Months after Contract Execution	Have mobile scene lighting trailers delivered	Inspector Ben Wardlow
7 Months after Contract Execution	Train personnel on the use of mobile scene lighting trailers.	Inspector Ben Wardlow
8 months after contract execution	Deploy patrol rifles, mechanical breaching equipment, and rifle plate carriers	Jack Antonuk, Assistant Project Director
8 Months after Contract Execution	Install mobile radios in UTVs and SWAT vehicles at Collierville Police.	Inspector Ben Wardlow
8 months after contract execution	Purchase Mobile Data Terminal and 2 laptops	Jack Antonuk, Assistant Project Director
12 Months after Contract Execution	Purchase Mobile Command Center	Chief Deputy Chris Golden
12 Months after Contract Execution	Purchase Tow Vehicle	Chief Deputy Chris Golden
12 months after contract execution	Purchase sprinter van and emergency equipment, train appropriate personnel on operation	Fiscal Director, Adrienne Royals; Jack Antonuk, Assistant Project Director
Upon receipt of office equipment	Install office equipment in the designated areas to create individual workspaces	Capt. Brandon Thornton
Upon receipt of the	Install Covered Carport	Chief Deputy Chris

Covered carport		Golden
Upon receipt of forensic equipment and support hardware	Install forensic equipment and support hardware	Lt. Dustin Stewart

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the VCIF Abstract and include **any additional Outputs your strategy will yield**:

Goal 1

- # of forensic data equipment purchased
- # of personnel trained in the use of forensic data equipment
- # of training classes provided on forensic equipment
- # of electronics examined with the use of this equipment
- # of felony and misdemeanor arrests as a result of forensic investigations

Goal 2

- # of workspaces created using VCIF funding
- # of investigations worked by designated personnel

Goal 3

- # of equipment purchased to accomplish Goal 3
- # of deployments of each resource outlined in Goal 3
- # of regional agency responses of each resource outlined in Goal #
- # of deployments of each resource to aid regional agencies

Goal 4

- # of equipment purchased to accomplish Goal 4
- # of resources equipped with purchased communication radios
- # of deployments of each resource equipped with radios

Goal 5

- # of equipment purchased to accomplish Goal 5
- # of officers outfitted with purchased equipment
- # of times purchased equipment utilized by personnel

Goal 6

- Equipment purchased to accomplish Goal 6
- # of deployments of live-view trailer

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the

agency has the capacity to generate statistical reports upon request that support the progress of program activities.

- F.1. Describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

TIBRS reporting allows all involved agencies to report with common values and inputs. This creates an already accessible data placement that is uniform and conducive to group reporting. Using the already existing reporting mechanisms of each involved agency, all pertinent crime data is already captured and formatted appropriately for the VCIF reporting. The lead agency will be responsible for compiling the data and in turn, will meet with all agencies to discuss and document the impact of the violent crime intervention. That information will then be reported to the individual agencies for analysis and implementation of enforcement, investigations, and community outreach to address the noted issues/problem areas.

- F.2. Describe how you will work with your collaborative partner(s) to track activities and outputs, as well as the impact of those violent crime interventions over time. How will your collaborative team use that information to improve programming?

The Collaborative Agencies will conduct quarterly meetings to discuss activities and outputs outlined in the VCIF Grant. Based on the information shared during these meetings, Collaborative Agencies will direct resources to best combat ongoing violent crime issues. The information shared will provide valuable intelligence on future resource acquisition and deployment needs, to continue combating violent crime.

G. ACCOUNTABILITY

- G.1. Describe how this funding will have long term impact on the violent crime in your region.

This funding will provide long-term resources to the collaborative agencies that will extend well beyond the scope of the funding. The items purchased with this funding will be continuously utilized to combat violent crime throughout the region.

- G.2. Include information on how enhanced collaborations, improved investigations, and newly fostered community relationships will be sustained.

The funding provided by the VCIF will provide the opportunity for neighboring agencies to collaborate in ways that would be otherwise unavailable. The Collaborative Agencies are very similar in geographical size, location, and personnel. Therefore, the funding and resources available to each agency is comparable. However, with VCIF funding, each agency will be able to purchase individual large- budget items that can be a shared resource among all of the agencies. These resources will provide a wide range of opportunities for the Collaborative Agencies to jointly work together to combat violent crime. The communication and digital forensic hardware

purchased with VCIF funds will provide the Collaborative Agencies the ability to easily share and compare investigative data for the first time. Furthermore, the capital items purchased with VCIF funds will provide the Collaborative Agencies the joint ability to respond to violent crime incidents under an organized MOU rather than relying on third-party resources to become available.

- G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

The items purchased using VCIF funds are specifically tailored toward combating violent crime. Captain Brandon Thornton will be responsible for ensuring that all items purchased using VCIF funds are used in a continuous effort to combat violent crimes. All appropriate policies and procedures will be followed, or developed as needed, to ensure that all of the VCIF-funded equipment/data is appropriately used, deployed, and stored in compliance with all local and federal laws and in compliance with the terms of the agreements between each agency and the VCIF funding requirements.

REFERENCES

- [1] Program Profile: Tactical Police Responses to Micro-Time Hot Spots for Thefts from Vehicles and Residential Burglaries (Port St. Lucie, Florida)
<https://crimesolutions.ojp.gov/ratedprograms/626#relatedpractices>
- [2] South University. (2016). *Fighting crime with mobile technology*. South University.
<https://www.southuniversity.edu/news-and-blogs/2016/08/fighting-crime-with-mobile-technology-137309>
- [3] Cooper, V. (2022). *Resolve crimes quicker and clear the innocent*. Vanderburgh County Cyber Crime Task Force. Cellebrite Media.

ATTACHMENT A-1

Page 1

GRANT BUDGET				
AGENCY NAME: Bartlett Police Deaprtment				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$979,805.00	\$0.00	\$979,805.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$138,209.00	\$0.00	\$138,209.00
11, 12	Travel, Conferences & Meetings ²	\$39,020.00	\$0.00	\$39,020.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$528,746.00	\$0.00	\$528,746.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,685,780.00	\$0.00	\$1,685,780.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Bartlett Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Cellebrite Hardware and Software	\$144,785.00
GrayKey Software Hardware and Software	\$251,316.00
PenLink Forensic Software	\$43,445.00
Subcontract: Collierville Police Department	\$161,480.00
Subcontract: Germantown Police Department	\$378,779.00
TOTAL	\$979,805.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: L Shaped Desk with drawers (60x72) (3 units) (100%) (not prorated)	\$3,735.00
Supplies: L Shaped Desk with drawers (71x84) (2 units) (100%) (not prorated)	\$2,640.00
Supplies: Pedestal Desk with drawers (4 units) (100%) (not prorated)	\$3,910.00
Supplies: Two door storage cabinet (100%) (not prorated)	\$840.00
Supplies: Storage Credenza (100%) (not prorated)	\$1,760.00
Supplies: 72" Office Credenza Storage Cabinet (100%) (not prorated)	\$1,650.00
Supplies: 4 Drawer Filing Cabinet (100%) (not prorated)	\$715.00
Supplies: Lateral File Cabinet with Upper Storage Cabinet (100%) (not prorated)	\$1,195.00
Supplies: Conference Table (100%) (not prorated)	\$1,535.00
Supplies: Conference Table (100%) (not prorated)	\$3,150.00
Supplies: Office Chairs (34 units) (100%) (not prorated)	\$9,150.00
Sensitive Minor Equipment: 55" 4k UHD Smart TV (2 units) (100%) (not prorated)	\$1,000.00
Sensitive Minor Equipment: 75" 4k UHD Smart TV (7 units) (100%) (not prorated)	\$5,600.00
Sensitive Minor Equipment: SanDisk 1TB Extreme Portable SSD - Up to 1050MB/s - USB-C, USB 3.2 Gen 2 - External Solid State Drive (30 units) (100%) (not prorated)	\$3,300.00
Sensitive Minor Equipment: SanDisk 2TB Extreme Portable SSD - Up to 1050MB/s - USB-C, USB 3.2 Gen 2 - External Solid State Drive (30 units)	\$5,400.00
Sensitive Minor Equipment: Unitek Multi Charging Station, 10-Port USB Charger for Multiple Device with SmartIC Tech and Adjustable Dividers, Organizer Stand Compatible with iPad, Tablet, Kindle, iPhone (18 units) (100%) (not prorated)	\$900.00
Sensitive Minor Equipment: Multi USB Cable Pack, COSOOS Multiple Cables Include 2 iPhone Cables, 1 USB Type C Cable and 1 Micro USB Cable, 4 Short USB Charging Cords Compatible with iPhone, Android, Samsung, Charging Station (18 units) (100%) (not prorated)	\$126.00
Sensitive Minor Equipment: 4 Pack Faraday Bags for Laptops & Phones & Radio & Car Keys, Faraday Cage for Anti-Theft Anti-Tracking, Faraday Key Fob Protector, Waterproof & Fireproof Faraday Bag, RFID Signal Blocker Bag (9 units) (100%) (not prorated)	\$387.00
Sensitive Minor Equipment: LOVELEDI Portable-Charger-Power-Bank - 2 Pack 15000mAh Dual USB Power Bank Output 5V3.1A Fast Charging Portable Charger Compatible with Smartphones and All USB Devices (9 units) (100%) (not prorated)	\$216.00
Sensitive Minor Equipment: HDMI PC to Monitor Wireless Transmitter (4 units) (100%) (not prorated)	\$1,000.00
Sensitive Minor Equipment: HP Workstation Z4, 32 gb with two 27 inch monitors (36 units)	\$90,000.00
TOTAL	\$138,209.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences attended by staff: It is estimated that (10) agency staff assigned to this grant will each go to one Faro Training Course each @ \$2,280 per training. This includes travel, lodging, and miscellaneous supplies. Total cost of (10) individual trainings is estimated at \$22,800.	\$22,800.00
Training and Conferences attended by staff: It is estimated that (6) agency staff assigned to this grant will each go to one GrayKey Annual Training Course each @ \$300 per training. This includes travel, lodging, and miscellaneous supplies. Total cost of (6) individual trainings is estimated at \$1,800.	\$1,800.00

Attachment: City of Bartlett VCIF Collab FY24-25 Executed (3354 : Res. 23-23 BPD VCIF Grant Acceptance)

Training and Conferences attended by staff: It is estimated that (2) agency staff assigned to this grant will each go to one design and research conference for negotians vehicle @ \$1,000 per attendee. This includes travel, lodging, and miscellaneous supplies. Total cost of (2) attendees is estimated at \$2,000 .	\$2,000.00
Training and Conferences attended by staff: It is estimated that (6) agency staff assigned to this grant will each go to one Cellebrite Training Course. This includes travel, lodging, and miscellaneous supplies. Total cost of (6) individual trainings is estimated at \$12,420 .	\$12,420.00
TOTAL	\$39,020.00

CAPITAL PURCHASE	AMOUNT
Command trailer	\$299,975.00
Command Trailer Tow Vehicle with emergency equipment installed	\$74,754.00
Command trailer covered carport	\$25,418.00
Mobile Public Safety Security Camera Trailer	\$49,999.00
TALINO KA-3001 eDiscovery & Incident Response Computer (3 units)	\$45,000.00
Synology DiskStation DS1621xs+ NAS Server with Xeon 2.2GHz CPU, 32GB Memory, 108TB HDD Storage, 1TB M.2 NVMe SSD, 1 x 10GbE LAN Port, DSM Operating System (6 units)	\$33,600.00
TOTAL	\$528,746.00

ATTACHMENT A-1

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GRANT BUDGET				
AGENCY NAME: Bartlett Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$14,220.00	\$0.00	\$14,220.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$14,220.00	\$0.00	\$14,220.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A-1

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Bartlett Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Training and Conferences attended by staff: It is estimated that (6) agency staff assigned to this grant will each go to one GrayKey Annual Training Course each @ \$300 per training. This includes travel, lodging, and miscellaneous supplies. Total cost of (6) individual trainings is estimated at \$1,800 .	\$1,800.00
Training and Conferences attended by staff: It is estimated that (6) agency staff assigned to this grant will each go to one Cellebrite Training Course. This includes travel, lodging, and miscellaneous supplies. Total cost of (6) individual trainings is estimated at \$12,420 .	\$12,420.00
TOTAL	\$14,220.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3356)

Meeting: 07/11/23 06:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock
Initiator: Steve Sones
Sponsors:
DOC ID: 3356 A

Resolution 24-23, a resolution to accept the resignation of Alderman Bobby Simmons and declare vacant Position 4 on the Board of Mayor and Aldermen.

WHEREAS, Article III, Section 7 of the City of Bartlett's private act charter stipulates that a vacancy shall exist on the Board of Mayor and Aldermen if the mayor or an alderman resigns, or moves his residency from the city; and

WHEREAS, Alderman Bobby Simmons has advised the Board of Mayor and Aldermen that he is resigning from Alderman Position 4 with the City of Bartlett, Tennessee; and

WHEREAS, the City of Bartlett Board of Mayor and Aldermen respectfully wishes to accept the resignation submitted by Alderman Bobby Simmons; and

WHEREAS, Article III, Section 7 of the City of Bartlett's private act charter stipulates the declaration of a vacancy, as defined herein, in the office of mayor or in the office of alderman may be made by motion of any member of the board at any meeting thereof; and

WHEREAS, such vacancy shall be deemed to have occurred upon the passage of such motion by the board; and,

WHEREAS, Article III, Section 7 (c) stipulates within thirty days after a vacancy occurs in the office Alderman, the Board shall appoint to such office a citizen, who would be eligible for election thereto, to serve the office of Alderman until the next regular November General Election, at which time an election will be held to fill the remainder of the unexpired term;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that:

- I. The resignation of Alderman Bobby Simmons is hereby accepted.

- 2. The Board of Mayor and Alderman hereby declares the Aldermanic Position 4 seat to be vacant.**

ADOPTED THIS 11TH DAY OF JULY 2023.

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

David Parsons

Attest: _____
Penny Medlock, City Clerk