



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 9, 2024 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Jeremy Wilson, Legacy Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 11 at 6 p.m.

City Beautiful Commission, July 11 at 6:30 p.m.

Industrial Development Board, July 11 at 7 p.m.

Historic Preservation Commission, July 15 at 6:30 p.m.

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

Board of Zoning Appeals, July 18 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 25, 2024 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

- I. Ordinance 24-08, an ordinance establishing the Bartlett Library Advisory Board.

UNFINISHED BUSINESS

- I Third Reading of Ordinance 24-08, an ordinance establishing the Bartlett Library Advisory Board. (Ed McKenney, City Attorney)

CONSENT AGENDA**1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

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

2 Tyler Technologies cloud-based solution utilization agreement. (Kevin Franz, IT Director)

Request to enter a three year agreement with our current provider, Tyler Technologies to utilize their cloud-based solution for our Enterprise ERP software. Annual fee will be fixed for three years at \$180,481.00 with a one-time implementation fee of \$9,693.45. Funds are available in 123.48123.264.

3 Bids for water treatment plant chemicals for Fiscal Year 2025. (Dick Phebus, Director of Finance)

The yearly Chemical Supply Bid was advertised in *The Daily News* on June 14, 2024. On June 27, 2024 the City opened yearly bids for these chemicals. The City had five suppliers submit bids. Recommend bids be awarded to Brenntag and Carus.

4 Purchase a Chevrolet Tahoe Police Sport Utility Vehicle. (Jeff Cox, Police Chief)

Recommend purchasing a 2024 Chevrolet Tahoe Police Sport Utility Vehicle using the State of Tennessee vehicle contract, SWC #209, from Wilson County Motors for \$55,132.20. Funds are available in Account 124.48124.935.

5 Subdivision Contract for Hurd Subdivision. (John Horne, Director of Engineering)

The developer, Boris and Pamela Hurd, will pay \$2,400.00 in City fees. The bond is set at \$0.00.

6 Planning Commission Report for July 2024. (Kim Taylor, Director of Planning and Economic Development)**NEW BUSINESS****1 Appoint Members to Bartlett Library Advisory Board. (David Parsons, Mayor)**

- 2 **Resolution 23-24, a resolution to amend the Fiscal Year 2025 General Fund Budget to appropriate \$3,000 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program. (Dick Phebus, Director of Finance)**

- 3 **Resolution 24-24, a resolution to write-off bad checks over three years old or deemed uncollectible issued to City of Bartlett. (Dick Phebus, Director of Finance)**

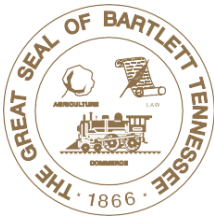
- 4 **Resolution 25-24, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund, Federal Projects Fund, Discretionary Grant Fund and Education Capital Project Fund. (Dick Phebus, Director of Finance)**

- 5 **Resolution 26-24, a resolution to amend the FY2025 Grants Fund budget to recognize AKC Reunite Adopt a K-9 Cop Grant to the Bartlett Police Department for Acquisition of K-9 Unit. (Dick Phebus, Director of Finance)**

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 25, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Nick Daniel, Providence Baptist Church

FUTURE MEETINGS

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

Planning Commission, July 1 at 6:30 p.m.

Bartlett Station Commission, July 3 at 7:30 a.m.

RECOGNITIONS

Court Clerk Bill Lloyd was commended on 35 years of service from 1989 to 2024. Although Mr. Lloyd was not in attendance, he was congratulated on his retirement and a plaque and key to the City was presented.

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

Mayor Parsons announced the emergency purchase of a 2024 Dodge Ram 3500 crew cab and chassis at a final cost to the City of \$23,447.00 after insurance reimbursement. This vehicle is essential and used daily in street and drainage system maintenance in Public Works.

MINUTES ACCEPTANCE

Minutes of the June 11, 2024 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Jun 25, 2024 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Robert Griffin, Alderman
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, Monique L. Williams, Kevin Quinn

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

1. Resolution 17-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the "RS-18" Single Family Residential Zoning District.

No one spoke in favor or opposition.

Adjourned at 6:05 p.m.

2. Ordinance 24-07, an ordinance to designate the Klink Home, 3038 Sycamore View Road, a historic landmark.

No one spoke in favor or opposition.

Adjourned at 6:06 p.m.

UNFINISHED BUSINESS

1. **Resolution 17-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the "RS-18" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

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

2. **Third Reading of Ordinance 24-07, an ordinance to designate the Klink Home, 3038 Sycamore View Road, a historic landmark. (Kim Taylor, Director of Planning and Economic Development)**

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Kevin Quinn, Alderman
SECONDER:	Monique L. Williams, Alderman
AYES:	Brad King, Robert Griffin, Monique L. Williams, Kevin Quinn

Minutes Acceptance: Minutes of Jun 25, 2024 6:00 PM (MINUTES ACCEPTANCE)

3 Second Reading of Ordinance 24-08, an ordinance establishing the Bartlett Library Advisory Board. (Ed McKenney, City Attorney)

RESULT: APPROVED ON SECOND READING [UNANIMOUS] Next: 7/9/2024 6:00 PM
MOVER: Brad King, Alderman
SECONDER: Robert Griffin, Alderman
AYES: Brad King, Robert Griffin, Monique L. Williams, Kevin Quinn

CONSENT AGENDA

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

1 Bid for BPACC Rooftop HVAC Units. (Dick Phebus, Director of Finance)

Recommend accepting the lower bid from Damon Marcus Company to purchase three HVAC units at a total cost of \$34,806.00. Funds are available in Account 311.48311.785 and 110.45400.266.

2 Bid for Dixon Brewer Enhancements. (Paul Wright, Director of Parks and Recreation)

Recommend accepting the lowest bid from Grinder Taber Grinder at a total cost of \$544,471.00. Funds are available in Account 311.48311.780.51623.

3 Planning Commission Report for June 2024. (Kim Taylor, Director of Planning and Economic Development)

Public Hearing / Planned Development:

1. Joyce's Gardens East, South of New Brownsville Road & West of Springtree Drive (Gary Blume, Liberty Properties)

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

Construction Plan:

2. Resubdivision of Part 1 of Lot 8 of Ferguson Subdivision, 2829 Bartlett Road (David Bray, The Bray Firm)

Recommendation: Approval with conditions.

Final Plan:

3. Resubdivision of Part 1 of Lot 8 of Ferguson Subdivision, 2829 Bartlett Road (David Bray, The Bray Firm)

Recommendation: Approval with conditions

Site Plans:

4. Kirby Whitten Pharmacy, 3090 Kirby Whitten Road (David Bray, The Bray Firm)
- Recommendation: Approval with conditions.

5. Lopez Grill, 5653 Stage Road (David Bray, The Bray Firm)
- Recommendations: Approval with conditions

Minutes Acceptance: Minutes of Jun 25, 2024 6:00 PM (MINUTES ACCEPTANCE)

4 Property, general liability, auto, workers' compensation, and other insurance renewals. (Dick Phebus, Director of Finance)

5 Treasurer's Report for May 2024. (Dick Phebus, Director of Finance)

Budgeted Expenditures:	\$105,587,418
Year-to-date Expenditures:	\$93,018,468
Budgeted Revenues:	\$105,587,418
Year-to-date Revenues:	\$85,947,222

NEW BUSINESS

1 Appoint Alan Higdon to the Bartlett Station Commission. (David Parsons, Mayor)

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

2 Set a public hearing for July 23, 2024 for Resolution 19-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located south of New Brownsville Road and west of Springtree Drive, within the "RS-15" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)

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

3 Resolution 20-24, a resolution authorizing the execution and delivery of a lease purchase agreement for the acquisition of computers for the Bartlett City School System and an agreement with the Bartlett City Board of Education for the payment of obligations under the lease purchase agreement. (Dick Phebus, Director of Finance)

Director of Finance Dick Phebus stated this a Memorandum of Understanding between the City of Bartlett and the Bartlett City Board of Education to lease Apple computers and iPads. The Board of Education cannot issue debt, therefore the City of Bartlett agrees to the lease. In years prior, the school would reimbursement the City for payments, the only change is that now the school will make payments directly to Apple.

School board member, Shirley Jackson and school Director of Technology, Joey Mitchell explained the laptops would be issued to grades nine through twelve and the iPads would be issued to grades six through 8. The older equipment will be issued to PK4 to fifth grade.

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

4 Resolution 21-24, a resolution to amend the FY2024 Grants Fund budget to recognize Shelby County Tennessee CDBG grant funding of \$600,000 for Bartlett Parks Department. (Dick Phebus, Director of Finance)

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

5 Resolution 22-24, a resolution of the City of Bartlett, Tennessee to authorize the Mayor to execute an agreement by and between the City of Bartlett and PATH Company LLC for a project development evaluation for a Renewable Natural Gas (RNG) facility at 5258 Shelter Run Lane, Bartlett, TN. (Steve Sones, Chief Administrative Officer)

Representative from PATH Company, LLC explained this agreement would allow for a project development evaluation of the City's Wasterwater Treatment Plant #1 to convert waste to a renewable natural gas. Upon successful evaluation, the issue would be brought back to the Board in September.

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

OPEN DISCUSSION

Chief Cox shared Connect Bartlett, an alert messaging system whereby citizens can enroll and receive emergency notifications. This system is a response to last year's super storms whereby notifications were limited. A sign up campaign will begin soon. Mayor Parsons thanked Shelby County Commissioner Mick Wright for securing funds for this system as well as other emergency equipment for police and fire.

Avenu representative Dana Braccia introduced the Bartlett Library's new director, Felicia Knox. New library cards will be available July 1 as the official transition occurs.

Director of Communications Debbie Gelineau announced Food Truck Friday on June 28 and the Fireworks Extravaganza on July 3, 2024.

Virginia Sanders, 6927 Bishops Knoll Cove, addressed the Board regarding the intersection of Yale and Kirby Whitten. She shared statistics of traffic crashes for the years 2019 - 2023. She asked the Board to consider flashing lights warning citizens of a high accident location or installing speed bumps.

ADJOURNMENT

Meeting adjourned at 6:34 PM

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

David Parsons, Mayor

Minutes Acceptance: Minutes of Jun 25, 2024 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3582)

Meeting: 07/09/24 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3582

Ordinance 24-08, an ordinance establishing the Bartlett Library Advisory Board.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that the City establish the Bartlett Library Advisory Board.

SECTION 1. Establishment of the Bartlett Library Advisory Board.

There is hereby established a Bartlett Library Advisory Board consisting of nine (9) members who will provide recommendations for Library policy development, offer community advocacy for Library services, and conduct fundraising activities for the Bartlett Library that coincide with the guidelines set by the City and the Bartlett Library as a subsidiary commission to the Board of Mayor and Aldermen.

SECTION 2. Membership of Advisory Board.

The Bartlett Library Advisory Board shall consist of nine (9) members, who shall be appointed by the Mayor and approved by the Board of Aldermen. The Bartlett Library Advisory Board will consist of the following: one (1) member will be the Bartlett Library Branch Manager, one (1) member will be the Managed Services Chief Executive Officer or his/her designee, the remaining seven (7) members will be based on the recommendation and approval of the Board of Mayor and Aldermen, with the City of Bartlett Mayor and each Alderman submitting the name of one (1) City resident, subject to approval of the majority of the members of the Board of Mayor and Aldermen. Two (2) advisors will also be assigned to the board and will be the City Attorney or Assistant City Attorney, and the City's Chief Administrative Officer or his/her designee. Citizens shall serve without compensation.

SECTION 3. Terms of Membership.

When a member's term expires that member will serve until reappointed or replaced by another member. The Mayor's and each Alderman's appointed nominee's term will run concurrent with the corresponding elected official's term. For initial appointments, the Mayor's and Alderman Positions 1, 2 and 3's terms will expire December 31, 2026, Alderman's Positions 4, 5, and 6's terms will expire December 31, 2024.

SECTION 4. Vacancies and/or Removal from Membership.

The Mayor of the City of Bartlett shall have the authority to remove any member of the Bartlett Library Advisory Board for misconduct and/or neglect of duty. The Board of Mayor and Aldermen may remove any member of the Bartlett Library Advisory Board for good cause shown. Vacancies occasioned by removal, resignation or otherwise shall be filled for the unexpired term in like manner as the original appointment. Initially, or upon vacancies incurred by removal, resignation or otherwise shall be filled by the Board of Mayor and Aldermen.

SECTION 5. Grant of Responsibility.

It shall be the responsibility of the Bartlett Library Advisory Board to adopt such by-laws, policies and procedures for its own proceedings as may be expedient and such policies and procedures it deems appropriate for the use and management of the Bartlett Library Bartlett Center in the City of Bartlett. It shall be the responsibility of the Bartlett Library Advisory Board to report all such policies and procedures or changes therein to the Board of Mayor and Aldermen within a period not less than thirty (30) days from adoption thereof and the Board of Mayor and Aldermen may veto, revise or modify any such policies and procedures as it deems appropriate.

SECTION 6. Long Range planning of the Bartlett Library Bartlett Center.

The Bartlett Library Advisory Board shall review and recommend long-range plans for the Bartlett Library in the City of Bartlett and make recommendations to the City of Bartlett for consideration by the Board of Mayor and Aldermen.

SECTION 7. Election of Board Chairman.

The Bartlett Library Advisory Board shall, according to its by-laws, for a term not greater than yearly, elect and appoint from its membership one (1) member to serve as Chairman of the Bartlett Library Advisory Board and such other officers as it shall, according to its by-laws, deem necessary.

SECTION 8. Conflicts of Interest.

It is specifically understood that all members of the Bartlett Library Advisory Board shall with their appointments receive and accept the responsibilities of public trust and no member of the Bartlett Library Advisory Board, directly or indirectly, shall participate in any way in any decision, effort or function which even possibly ensures to his benefit, financially otherwise.

SECTION 9. Severability.

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

SECTION 10. EFFECTIVE DATE - This Ordinance shall take effect from and after its final passage, the public welfare requiring it.

FIRST READING: June 11, 2024

SECOND READING: June 25, 2024

THIRD READING: July 9, 2024

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

David Parsons, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/09/24 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#
Public Works	2009	GVWR Truck with Knuckleboom Loader	White	IFVACXDT49DAM9045
Public Works	2009	American LaFrance	White	5SXHNZCY09R000429
Public Works	1998	Mack CH613	White	1M2AA13YXWW088923

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**AGENDA ITEM**

Meeting: 07/09/24 06:00 PM

Department: Information Technology

Category: Purchase

Prepared By: Kevin Franz

Department Head: Kevin Franz

Tyler Technologies cloud-based solution utilization agreement.

This agreement is to facilitate migrating the current data from Tyler's on-prem solution to their cloud platform. Tyler's Enterprise ERP (Enterprise Resource Planning) is the software bundle the City utilizes for tax collection, utility billing, citizen portal, employee portal, budgeting, accounting, cashiering, general billing, payroll, assets, purchase orders and requisitions, human resource management and applicant tracking.

Moving to the Tyler SaaS (Software as a Service) model will enhance our cybersecurity posture by ensuring our data is safe and secure on the Tyler servers in the cloud. Expenses for maintenance, backup and upgrades to local file servers will no longer be required.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Bartlett, Tennessee.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with

us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to three (3) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year

renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a

functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b)

Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a state or federal court of competent jurisdiction serving Shelby County, Tennessee. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of

proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of

your state of domicile, without regard to its rules on conflicts of law. Any litigation brought under this Agreement shall be filed in a state or federal court of competent jurisdiction serving Shelby County, Tennessee.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Bartlett, Tennessee

By: _____

By: _____

Name: Tina Mize

Name: David Parsons

Title: Group General Counsel

Title: Mayor

Date: _____

Date: _____



Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Bartlett
6400 Stage Road
Bartlett, Tennessee 38134-3739
Attention: Kevin Franz

Attachment: Bartlett TN SaaS Flip 061924 agreement (3605 : Tyler Technologies, cloud-based utilization)



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Attachment: Bartlett TN SaaS Flip 061924 agreement (3605 : Tyler Technologies, cloud-based utilization)



Quoted By: Eddie Flaherty
 Quote Expiration: 06/30/24
 Quote Name: City of Bartlett, TN-ERP- SaaS Migration
 Quote Description: Updated Quote- SaaS Migration
 SaaS Term: 3.00

Sales Quotation For:**Shipping Address:**

City of Bartlett
 6400 Stage Rd
 Bartlett TN 38134-3739

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 26,693.00
Capital Assets	1	0	\$ 7,086.00
Project & Grant Accounting	1	0	\$ 5,522.00
Purchase Orders	1	0	\$ 7,086.00
Requisitions	1	0	\$ 4,602.00
Human Resources Management			
Employee Self Service	1	0	\$ 3,000.00
HR Management	1	0	\$ 7,086.00
Payroll	1	0	\$ 10,677.00
Recruiting	1	0	\$ 2,531.00
Revenue Management			
Accounts Receivable	1	0	\$ 6,074.00
Cashiering	1	0	\$ 7,953.00
General Billing	1	0	\$ 3,511.00

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Resident Access	1	0	\$ 3,500.00
Tax Billing	1	0	\$ 7,218.00
Utility Billing	1	0	\$ 24,486.00
Utility Billing Meter Interface	1	0	\$ 7,751.00
Content Management			
Content Manager Core	1	0	\$ 10,121.00
Data Insights			
Role Tailored Dashboard	1	0	\$ 3,729.00
Additional			
Enterprise ERP Office	1	0	\$ 4,602.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 7,253.00
Subscription Fees			
Concurrent Users	20	0	\$ 20,000.00
TOTAL		0	\$ 180,481.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 9,693.45	\$ 0.00	\$ 9,693.45	\$ 0.00
TOTAL				\$ 9,693.45	\$ 0.00

Summary**One Time Fees****Recurring Fees**

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 180,481.00
Total Tyler Services	\$ 9,693.45	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

Summary Total	\$ 9,693.45	\$ 180,481.00
Contract Total	\$ 551,136.45	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module,

and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning



- Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting

AR@tylertech.com.

Attachment: Bartlett TN SaaS Flip 061924 agreement (3605 : Tyler Technologies, cloud-based utilization)



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bids for water treatment plant chemicals for Fiscal Year 2025.

The yearly Chemical Supply Bid was advertised in *The Daily News* on June 14, 2024. On June 27, 2024 the City opened yearly bids for these chemicals. The City had five suppliers submit bids. See attached bid tabulation for supply company and associated bid submissions.

We recommend awarding the following:

Brenntag, lowest bidder, to supply Chlorine for \$1.22/lb
from July 1, 2024 to June 30, 2025

Brenntag, lowest bidder, to supply Sodium Fluorosilicate for \$1.419/lb
from July 1, 2024 to June 30, 2025

Carus, lowest bidder, to supply Sodium Hexametaphosphate for \$1.56/lb
from July 1, 2024 to June 30, 2025

These two chemical supply bids may be awarded three additional years subject to Consumer Price Index increase and both parties' agreement per bid specifications.

We recommend awarding the chemical supply bids to Brenntag and Carus. Funds are available in Account 510.51200.343.

WATER TREATMENT PLANT CHEMICALS

FY2022-08-013

DUE: AUGUST 24, 2021

BID RESPONSE SHEET

VENDOR NAME	Chemrite	Brenntag	Shannon Chemical	Carus	Sterling
check under name if Public Acts included	•	•	•	•	•

Item #	Description	Price per pound	Price per pound	Price per pound	Price per pound	Price per pound
1	Chlorine 150# cylinder	No Bid	\$ 1.220	No Bid	No Bid	No Bid
2	Sodium Fluorosilicate 50# bag	\$ 1.470	\$ 1.419	No Bid	No Bid	No Bid
3	Sodium Hexametaphosphate 50# bag	\$ 1.590	\$ 1.890	\$ 1.770	\$ 1.560	\$ 1.7292

Low bid

WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

Brenntag Mid-South
Bid Award for
Chlorine \$1.22/lb
Sodium Fluoride \$1.419/lb

7.3.b

NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Thursday, June 27, 2024**. Sealed bids (original and one copy) are to be marked **"FY2024-06-026 "WATER TREATMENT PLANT CHEMICALS"** and are to be addressed as follows:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or email dphebus@cityofbartlett.org

For clarification on specifications, please contact Mandrill McLaughlin at 901-833-7240 or email at mmclaughlin@cityofbartlett.org

Please quote prices on the attached pricing sheets

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

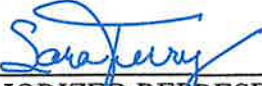
These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

Brenntag Mid-South, Inc.

NAME OF FIRM

2701 Channel Avenue
Memphis, TN 38113

ADDRESS


AUTHORIZED REPRESENTATIVE

BMS-Bids@brenntag.com

EMAIL

828-729-7557

TELEPHONE

6/24/2024

DATE

Attachment: Engineering Chemical Supplies Bid Documents (3599 : Water Treatment Plant Chemicals)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Florida)
) S.S.
 County of Osceola)

Sara Terry, being first duly sworn, deposes and says that:

(1) He/She is Municipal Contract Specialist of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed *Sara Terry*
 Title Municipal Contract Specialist

Subscribed and sworn before me this 24th day of June, 20 24.

Signed *[Signature]*

Title Municipal Bid Coordinator/Notary

My commission expires: January 11, 20 27.



WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

**PUBLIC ACTS 109
 (Iran Divestment Act)**

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

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

Print Name Sara Terry

Signed 

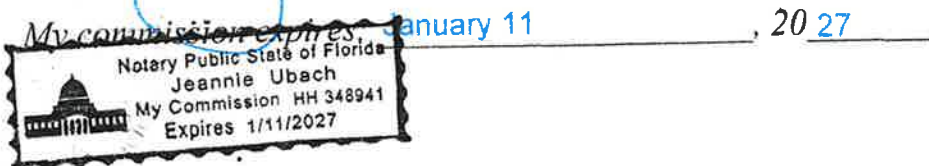
Title Municipal Contract Specialist

Subscribed and sworn before me this 24th day of June,
 20 24.

Signed 

Print Name Jeannie Ubach

Title Municipal Bid Coordinator/Notary



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

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: Brenntag Mid-South, Inc.

Date: 6-24-2024

Gender: Male _____ Female ✓

Race: Caucasian ✓
 African American _____
 Hispanic _____
 Other (please specify) _____

_____ I have reviewed this request and have decided NOT to provide the requested information.

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

*Brenntag will provide upon award.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____

3. How is Title VI information disseminated to new/current employees? _____

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts. _____

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts? _____

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Name of Authorized Official

Date

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID PRICING SHEET

(Include one original, clearly marked and two copies, include Public Acts and W-9 form)

ITEM	UNIT	BID AMOUNT
# 1 Chlorine	150 pound Cylinders	<u>\$1.2200</u> per pound
# 2 Sodium Fluorosilicate	50 pound Bags	<u>\$1.4190</u> per pound
# 3 Sodium Hexametaphosphate	50 pound Bags	<u>\$1.8900</u> per pound
PAST YEARS USAGE:	Chlorine	40,000 lbs.
	Sodium Fluorosilicate	30,000 lbs.
	Sodium Hexametaphosphate	55,000 lbs.

Products **MUST** meet the requirements in the Chemical specifications as noted on pages 16 & 17. The City also reserves the right to accept individual bids of chemicals from more than one bidder, i.e.: one contractor may receive the contract for chlorine and another contractor may receive the contract for sodium fluorosilicate or sodium hexametaphosphate. The City also reserves the right to accept the lowest cumulative total of all chemicals by one contractor.

BID TO INCLUDE:

1. Delivery to 4 potable water production facilities.
2. No deposits on chlorine cylinders.
3. Delivery vehicles are required to have lift gates, pallet jacks, and maximum truck length of 48 feet.

Brenntag Mid-South, Inc.

Company Name

828-729-7557

Phone Number



Authorized Representative Signature
(Required)

BMS-Bids@brenntag.com

E-mail Address

Sara Terry

Print Name

6-24-2024

Date

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID COMPLIANCE FORM

Bidder Confirmation: (Please put '✓' in front of confirmation) Deviations, if any.

(Note: Bidder shall complete item #1 and submit as part of the bid package).

#1 Chlorine ☒ #2 Sodium Fluorosilicate ☒ #3 Sodium Hexametaphosphate ☒

ITEM #1)

Material Test Certificate/Certificate of Analysis from Manufacturer & SDS for each Lot shall be submitted along SUPPLY delivery COC: Chain-of-Custody.

☒ AGREE

☐ DISAGREE

Deviations, if any N/A

ITEM #2) Bidders to include SDS sheets as part of the bid package.

EACH LOT/PACKAGE shall have identification marking printed on bag/container as follows.

- Chemical Name:
- Company Name:
- Batch / lot no.:
- Quantity (Net weight):
- Date of Manufacturing:
- Country of Origin
- Grade:

If any of the above is not printed on the bags/containers, the material will be rejected and delivery refused.

☒ AGREE

☐ DISAGREE

Deviations, if any N/A

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Brenntag Mid-South, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1405 Highway 136 West PO Box 20	Requester's name and address (optional)
6 City, state, and ZIP code Henderson, KY 42420-0020		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
6	1	-	0	5	0	4	5	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Ray Sibbit</i>	Date 5/23/24
------------------	---	------------------------

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

CARUS
 B.D Award For
 Sodium Hex \$1.56/lb

NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Thursday, June 27, 2024**. Sealed bids (original and one copy) are to be marked **"FY2024-06-026 "WATER TREATMENT PLANT CHEMICALS"** and are to be addressed as follows:

**MAYOR DAVID PARSONS
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or email dphebus@cityofbartlett.org

For clarification on specifications, please contact Mandrill McLaughlin at 901-833-7240 or email at mmclaughlin@cityofbartlett.org

Please quote prices on the attached pricing sheets

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

Carus LLC

NAME OF FIRM

bids@carusllc.com

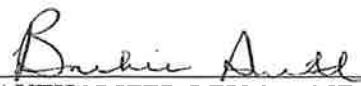
EMAIL

315 Fifth Street, Peru, IL 61354

ADDRESS

800-435-6856

TELEPHONE


 AUTHORIZED REPRESENTATIVE

Barbie Smith/ Inside Sales and Customer Support Manager

June 24, 2024

DATE

Attachment: Engineering Chemical Supplies Bid Documents (3599 : Water Treatment Plant Chemicals)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Illinois)
) s.s.
 County of LaSalle)

Barbie Smith, being first duly sworn, deposes and says that:

(1) He/She is Inside Sales and Customer Support Manager of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed

Barbie Smith

Barbie Smith

Title Inside Sales and Customer Support Manager

Subscribed and sworn before me this 24th day of June, 20 24.

Signed

Elizabeth A. Smith

Elizabeth Smith

Title Notary Public



My commission expires: November 21, 20 27.

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

**PUBLIC ACTS 109
 (Iran Divestment Act)**

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

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

Print Name Barbie Smith

Signed Barbie Smith

Title Inside Sales and Customer Support Manager

Subscribed and sworn before me this 24th day of June,
2024.

Signed Elizabeth A Smith Print Name Elizabeth Smith

Title Notary Public

My commission expires: November 21, 2027.



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

Attachment: Engineering Chemical Supplies Bid Documents (3599 : Water Treatment Plant Chemicals)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID PRICING SHEET

(Include one original, clearly marked and two copies, include Public Acts and W-9 form)

ITEM	UNIT	BID AMOUNT
# 1 Chlorine	150 pound Cylinders	NO BID per pound
# 2 Sodium Fluorosilicate	50 pound Bags	NO BID per pound
# 3 Sodium Hexametaphosphate	50 pound Bags	\$1.56 per pound
PAST YEARS USAGE:	Chlorine	40,000 lbs.
	Sodium Fluorosilicate	30,000 lbs.
	Sodium Hexametaphosphate	55,000 lbs.

Products **MUST** meet the requirements in the Chemical specifications as noted on pages 16 & 17. The City also reserves the right to accept individual bids of chemicals from more than one bidder, i.e.: one contractor may receive the contract for chlorine and another contractor may receive the contract for sodium fluorosilicate or sodium hexametaphosphate. The City also reserves the right to accept the lowest cumulative total of all chemicals by one contractor.

BID TO INCLUDE:

1. Delivery to 4 potable water production facilities.
2. No deposits on chlorine cylinders.
3. Delivery vehicles are required to have lift gates, pallet jacks, and maximum truck length of 48 feet.

Carus LLC

Company Name

800-435-6856

Phone Number



Authorized Representative Signature
(Required)

bids@carusllc.com

E-mail Address

Barbie Smith/ Inside Sales and Customer Support Manager
 Print Name

June 24, 2024
 Date

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID COMPLIANCE FORM

Bidder Confirmation: (Please put '✓' in front of confirmation) Deviations, if any.

(Note: Bidder shall complete item #1 and submit as part of the bid package).

#1 Chlorine ____ #2 Sodium Fluorosilicate ____ #3 Sodium Hexametaphosphate ____

ITEM #1)

Material Test Certificate/Certificate of Analysis from Manufacturer & SDS for each Lot shall be submitted along SUPPLY delivery COC: Chain-of-Custody.

☒ AGREE

☐ DISAGREE

Deviations, if any _____

ITEM #2) Bidders to include SDS sheets as part of the bid package.

EACH LOT/PACKAGE shall have identification marking printed on bag/container as follows.

- Chemical Name:
- Company Name:
- Batch / lot no.:
- Quantity (Net weight):
- Date of Manufacturing:
- Country of Origin
- Grade:

If any of the above is not printed on the bags/containers, the material will be rejected and delivery refused.

☒ AGREE

☐ DISAGREE

Deviations, if any _____

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Condy Holdings LLC

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

Carus LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

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

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

315 Fifth Street

6 City, state, and ZIP code

Peru, IL 61354

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	3	-	2	2	1	9	1	8	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person

[Signature]

Date

5-21-24

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Thursday, June 27, 2024**. Sealed bids (original and one copy) are to be marked **"FY2024-06-026 "WATER TREATMENT PLANT CHEMICALS"** and are to be addressed as follows:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or email dphebus@cityofbartlett.org

For clarification on specifications, please contact Mandrill McLaughlin at 901-833-7240 or email at mmclaughlin@cityofbartlett.org

Please quote prices on the attached pricing sheets

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

Sterling WaterTechnologies LLC
NAME OF FIRM

sales@sterlingwatertech.com
EMAIL

P. O. Box 602, Columbia, TN 38402-0602
ADDRESS

931-540-1334
TELEPHONE



AUTHORIZED REPRESENTATIVE
John V. Drzewicki, Director of Sales

06/21/2024
DATE

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Pennsylvania)
) S.S.
 County of Bucks)

John V. Drzewicki, being first duly sworn, deposes and says that:

(1) He/She is Director of Sales of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed

John V. Drzewicki
 Title John V. Drzewicki, Director of Sales

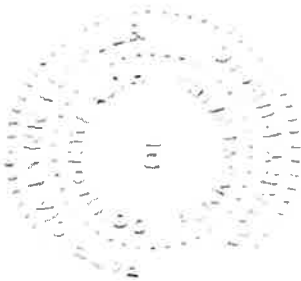
Subscribed and sworn before me this 21 day of June, 20 24.

Signed

Patricia Lynn Leffler
 Title Notary Public

My commission expires: 2/18, 20 28.

Commonwealth of Pennsylvania - Notary Seal
 Patricia Lynn Leffler, Notary Public
 Bucks County
 My commission expires February 18, 2028
 Commission number 1360533
 Member, Pennsylvania Association of Notaries



WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

**PUBLIC ACTS 109
(Iran Divestment Act)**

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

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

Print Name John V. Drzewicki

Signed *John V. Drzewicki*

Title Director of Sales

Subscribed and sworn before me this 21 day of June,
2024.

Signed *Patricia Lynn Leffler*

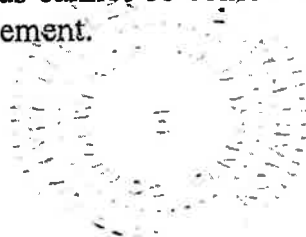
Print Name Patricia Lynn Leffler

Title Notary public

My commission expires: 2/18, 2028.

Commonwealth of Pennsylvania
Patricia Lynn Leffler, Notary
Bucks County
My commission expires February
Commission number 13
Member, Pennsylvania Association of Notaries

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



WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: Sterling Water Technologies LLC

Date: 06/21/2024

Gender: Male 1 Female 3

Race: Caucasian 4
 African American _____
 Hispanic _____
 Other (please specify) _____

_____ I have reviewed this request and have decided NOT to provide the requested information.

Attachment: Engineering Chemical Supplies Bid Documents (3599 : Water Treatment Plant Chemicals)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Sterling WaterTechnologies LLC Date Completed: 06/21/2024

Address: P. O. Box 602

City: Columbia State: TN Zip: 38402-0602

Phone: 931-540-1334 Fax: 931-540-1338

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

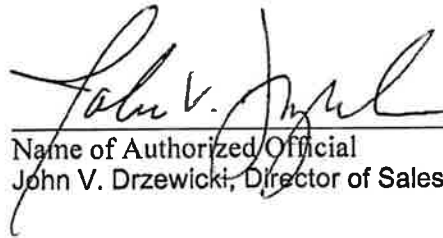
1. Are Title VI posters visible to staff? If yes, where? Self Survey will be completed upon award.
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?
3. How is Title VI information disseminated to new/current employees?
4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?
6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.


 Name of Authorized Official
 John V. Drzewicki, Director of Sales

06/21/2024
 Date

Attachment: Engineering Chemical Supplies Bid Documents (3599 : Water Treatment Plant Chemicals)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID PRICING SHEET

(Include one original, clearly marked and two copies, include Public Acts and W-9 form)

ITEM	UNIT	BID AMOUNT
# 1 Chlorine	150 pound Cylinders	<u>No Bid</u> per pound
# 2 Sodium Fluorosilicate	50 pound Bags	<u>No Bid</u> per pound
# 3 Sodium Hexametaphosphate	50 pound Bags	<u>\$1.7292</u> per pound
PAST YEARS USAGE:	Chlorine	40,000 lbs.
	Sodium Fluorosilicate	30,000 lbs.
	Sodium Hexametaphosphate	55,000 lbs.

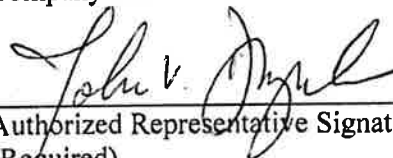
Products **MUST** meet the requirements in the Chemical specifications as noted on pages 16 & 17. The City also reserves the right to accept individual bids of chemicals from more than one bidder, i.e.: one contractor may receive the contract for chlorine and another contractor may receive the contract for sodium fluorosilicate or sodium hexametaphosphate. The City also reserves the right to accept the lowest cumulative total of all chemicals by one contractor.

BID TO INCLUDE:

1. Delivery to 4 potable water production facilities.
2. No deposits on chlorine cylinders.
3. Delivery vehicles are required to have lift gates, pallet jacks, and maximum truck length of 48 feet.

Sterling WaterTechnologies LLC
 Company Name

931-540-1334
 Phone Number


 Authorized Representative Signature
 (Required)

sales@sterlingwatertech.com
 E-mail Address

John V. Drzewicki, Director of Sales
 Print Name

06/21/2024
 Date

Please see amendment letter attached to this bid

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Sterling Water Technologies LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**

☒ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

P. O. Box 602

City, state, and ZIP code

Columbia, TN 38402-0602

List account number(s) here (optional)

Requester's name and address (optional)

City of Bartlett

6400 Stage Road

Bartlett, TN 38134

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

2	0	-	8	8	8	0	6	1	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

[Handwritten Signature]

Date ▶ **6/21/24**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

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

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

PRODUCER Graham Company, a Marsh & McLennan Agency, LLC company One Penn Square West Philadelphia PA 19102	CONTACT NAME:	Daria Ward/Brett Nealls	
	PHONE (A/C, No, Ext):	215-701-5433	FAX (A/C, No):
INSURED Sterling Water Technologies, LLC 902 S. High Street Columbia, TN 38401	E-MAIL ADDRESS:	Kilgariff_Unit@grahamco.com	
	INSURER(S) AFFORDING COVERAGE		
	INSURER A:	AIG Speciality Insurance Co.	NAIC: 2688
	INSURER B:	National Union Fire Ins. Co. of Pittsburgh, PA	1944
	INSURER C:	Redwood Fire & Casualty Insurance	1167
	INSURER D:	Evanston Insurance Company	3537
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 425899472

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:		14260729-06	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		4416733	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION \$		14260730-06	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	GEWC527797	5/31/2024	5/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability		14260729-06	5/31/2024	5/31/2025	Per Claim/Aggregate: \$1M/\$2M
D	Excess Liability		AXN0020-24	5/31/2024	5/31/2025	Occurrence/Aggregate: \$5M/\$5M

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

Kitchenman Terminal Company LLC - Additional Named Insured

Sterling Water Technologies LLC - Additional Named Insured

COMP/COLL DEDUCTIBLES: \$10,000 Deductible PPT's, Light/Medium Trucks, and Trailers, Heavy/Extra Heavy Trucks, and Tractors.
MCS-90 coverage applies on the above referenced Automobile Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Georgia)
County of Hall) S.S.

Aaron Opp, being first duly sworn, deposes and says that:

(1) He/She is President of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed [Signature]
Title President

Subscribed and sworn before me this 25 day of June, 2024.

Signed [Signature]
Title Notary / Assistant

My commission expires: 11-21, 2027.



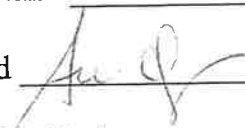
WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

**PUBLIC ACTS 109
 (Iran Divestment Act)**

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

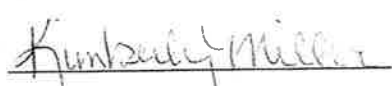
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.109.php) PublicActs.109.php.

Print Name Aaron Opp

Signed 

Title President

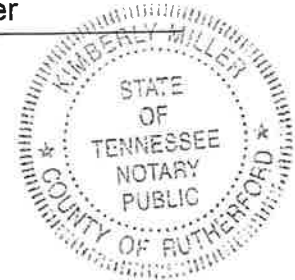
Subscribed and sworn before me this 25 day of June,
2024.

Signed 

Print Name Kimberly Miller

Title Notary / Assistant

My commission expires: 11-21, 2027.



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

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: Chemrite, Inc.

Date: 6-25-24

Gender: Male X Female _____

Race: Caucasian X
 African American _____
 Hispanic _____
 Other (please specify) _____

_____ I have reviewed this request and have decided NOT to provide the requested information.

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Chemrite, Inc. Date Completed: 6-25-24

Address: 5202 Belle Wood Court, STE 104

City: Buford State: Georgia Zip: 30518

Phone: 770-271-5576 Fax: 770-271-4068

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? yes - breakroom
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?
Yes
3. How is Title VI information disseminated to new/current employees? upon employment
4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.
N/A
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?
N/A
6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

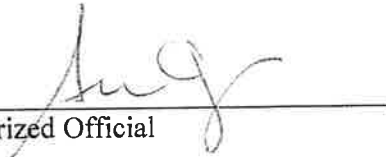
The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Aaron Opp

Name of Authorized Official



6-25-24

Date

Attachment: Engineering Chemical Supplies Bid Documents (3599 : Water Treatment Plant Chemicals)

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID PRICING SHEET

(Include one original, clearly marked and two copies, include Public Acts and W-9 form)

ITEM	UNIT	BID AMOUNT
# 1 Chlorine	150 pound Cylinders	no bid per pound
# 2 Sodium Fluorosilicate	50 pound Bags	\$1.47 per pound
# 3 Sodium Hexametaphosphate	50 pound Bags	\$1.59 per pound
PAST YEARS USAGE:	Chlorine	40,000 lbs.
	Sodium Fluorosilicate	30,000 lbs.
	Sodium Hexametaphosphate	55,000 lbs.

Products **MUST** meet the requirements in the Chemical specifications as noted on pages 16 & 17. The City also reserves the right to accept individual bids of chemicals from more than one bidder, i.e.: one contractor may receive the contract for chlorine and another contractor may receive the contract for sodium fluorosilicate or sodium hexametaphosphate. The City also reserves the right to accept the lowest cumulative total of all chemicals by one contractor.

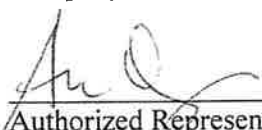
BID TO INCLUDE:

1. Delivery to 4 potable water production facilities.
2. No deposits on chlorine cylinders.
3. Delivery vehicles are required to have lift gates, pallet jacks, and maximum truck length of 48 feet.

Chemrite, Inc.
 Company Name

770-271-5576

Phone Number


 Authorized Representative Signature
 (Required)

orders@chemrite.com

E-mail Address

Aaron Opp
 Print Name

6-25-24

Date

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID COMPLIANCE FORM

Bidder Confirmation: (Please put '✓' in front of confirmation) Deviations, if any.

(Note: Bidder shall complete item #1 and submit as part of the bid package).

#1 Chlorine _____ #2 Sodium Fluorosilicate ☒ #3 Sodium Hexametaphosphate ☒

ITEM #1)

Material Test Certificate/Certificate of Analysis from Manufacturer & SDS for each Lot shall be submitted along SUPPLY delivery COC: Chain-of-Custody.

☒ AGREE

_____ DISAGREE

Deviations, if any _____

ITEM #2) Bidders to include SDS sheets as part of the bid package.

EACH LOT/PACKAGE shall have identification marking printed on bag/container as follows.

- Chemical Name:
- Company Name:
- Batch / lot no.:
- Quantity (Net weight):
- Date of Manufacturing:
- Country of Origin
- Grade:

If any of the above is not printed on the bags/containers, the material will be rejected and delivery refused.

☒ AGREE

_____ DISAGREE

Deviations, if any _____

WATER TREATMENT PLANT CHEMICALS
FY2024-06-026
DUE: June 27, 2024

NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Thursday, June 27, 2024**. Sealed bids (original and one copy) are to be marked **"FY2024-06-026 "WATER TREATMENT PLANT CHEMICALS"** and are to be addressed as follows:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Dick Phebus, Finance Director at 901-385-1060 or email dphebus@cityofbartlett.org

For clarification on specifications, please contact Mandrill McLaughlin at 901-833-7240 or email at mmclaughlin@cityofbartlett.org

Please quote prices on the attached pricing sheets

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

Shannon Chemical Corporation
NAME OF FIRM

dcflynn@shannonchem.com
EMAIL

P.O. Box 376, Malvern, PA 19355
ADDRESS

610-363-9090
TELEPHONE

DUN- Daniel C. Flynn, V.P.-Operations
AUTHORIZED REPRESENTATIVE

06/14/24
DATE

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Pennsylvania)
) S.S.
 County of Chester)

Daniel C. Flynn, being first duly sworn, deposes and says that:

(1) He/She is Vice President-Operations of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

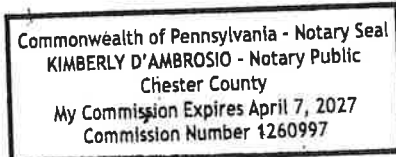
Signed DCM Daniel C. Flynn
 Title Vice President-Operations

Subscribed and sworn before me this 14th day of June, 20 24.

Signed Kimberly D'Ambrosio

Title Notary

My commission expires: _____, 20 ____.



WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

**PUBLIC ACTS 109
 (Iran Divestment Act)**

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

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

Print Name Daniel C. Flynn

Signed DCF

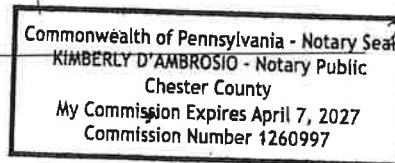
Title Vice President-Operations

Subscribed and sworn before me this 14th day of June,
 2024.

Signed Kimberly D'Ambrosio Print Name Kimberly D'Ambrosio

Title Notary

My commission expires: 20



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

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: Shannon Chemical Corporation

Date: 06/14/24

Gender: Male ☒ Female ☐

Race: Caucasian ☒
 African American ☐
 Hispanic ☐
 Other (please specify) ☐

 I have reviewed this request and have decided NOT to provide the requested information.

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Shannon Chemical Corporation Date Completed: 06/14/24

Address: P.O. Box 376

City: Malvern State: PA Zip: 19355

Phone: 610-363-9090 Fax: 610-524-6050

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? Yes- Lunch/Break Room
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?
Yes
3. How is Title VI information disseminated to new/current employees? Employee Handbook
4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.
n/a
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?
n/a
6. Provide documentation to show that contracts contain non-discrimination assurance language. Attached
7. Provide complaint procedures and attach complaint log form. Attached
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) n/a



Shannon Chemical Corporation

*Specializing in **LEAD** and **COPPER** Corrosion Control*

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

DCF

Daniel C. Flynn

Name of Authorized Official

06/14/24

Date

WATER TREATMENT PLANT CHEMICALS
 FY2024-06-026
 DUE: June 27, 2024

BID PRICING SHEET

(Include one original, clearly marked and two copies, include Public Acts and W-9 form)

ITEM	UNIT	BID AMOUNT
# 1 Chlorine	150 pound Cylinders	no bid per pound
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# 3 Sodium Hexametaphosphate	50 pound Bags	\$1.77 per pound
PAST YEARS USAGE:	Chlorine	40,000 lbs.
	Sodium Fluorosilicate	30,000 lbs.
	Sodium Hexametaphosphate	55,000 lbs.

Products **MUST** meet the requirements in the Chemical specifications as noted on pages 16 & 17. The City also reserves the right to accept individual bids of chemicals from more than one bidder, i.e.: one contractor may receive the contract for chlorine and another contractor may receive the contract for sodium fluorosilicate or sodium hexametaphosphate. The City also reserves the right to accept the lowest cumulative total of all chemicals by one contractor.

BID TO INCLUDE:

1. Delivery to 4 potable water production facilities.
2. No deposits on chlorine cylinders.
3. Delivery vehicles are required to have lift gates, pallet jacks, and maximum truck length of 48 feet.

Shannon Chemical Corporation

Company Name

610-363-9090

Phone Number

DUM-

Authorized Representative Signature
(Required)

dcflynn@shannonchem.com

E-mail Address

Daniel C. Flynn

Print Name

06/14/24

Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/24 06:00 PM

Department: Police

Category: Purchase

Prepared By: Jennifer Stonecipher

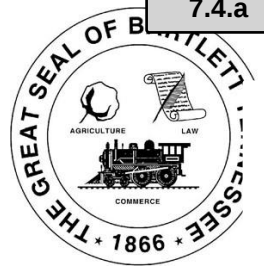
Department Head: Jeff Cox

Purchase a Chevrolet Tahoe Police Sport Utility Vehicle.



BARTLETT POLICE DEPARTMENT

POLICE VEHICLE



7.4.a

Project Description:

- The Police Department respectfully requests to purchase one (1) 2024 Chevrolet Tahoe Police Sport Utility Vehicle. This vehicle is needed to replace existing vehicles taken out of service due to mechanical failures, accidents, and/or age.

State of Tennessee Purchase Contract Options:

- The State of Tennessee Department of General Service Central Procurement Office has established various purchasing contracts, which specify a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these contracts by purchasing directly from the contractor by all applicable policies and procedures.

Vendor Selection:

- Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to global supply chain issues, the vast majority of dealers are unable to fulfill this purchase. In addition, vendors who may have this type of vehicle in stock require a sale price equal to or higher than the manufacturer's suggested retail price. As a result, we respectfully request to purchase this vehicle utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply for all Tennessee State Agencies and provides guaranteed discounted pricing.

Equipment & Cost:

- We have spoken with the State of Tennessee Vehicle Contract Vendor, Wilson County Motors, and they have provided the state contracted price of \$55,132.20
- The Police Department respectfully requests to purchase one (1) 2024 Chevrolet Tahoe Police Sport Utility Vehicle from Wilson County Motors for \$55,132.20. Funding for this purchase is available in Account # 124.48124.935 - Vehicles.

Thank you for your consideration.

Jeff Cox, Chief of Police

3730 Appling Road Bartlett, TN 38133
901-385-5560

Attachment: Tahoe for BMA (3601 : Police Vehicle Purchase)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/24 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Hurd Subdivision.



LOCATION MAP

Attachment: LOCATION MAP (3600 : Subdivision Contract for Hurd Subdivision)

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
Entitled: HURD SUBDIVISON dated JUNE 7, 2023, made by the DEVELOPER; and
WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and
established certain conditions for approval of the Final Plat of said subdivision in accordance with
Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which
is the approval of this Development Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; AND

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

Attachment: Hurd SD CONTRACT (3600 : Subdivision Contract for Hurd Subdivision)

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

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

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

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

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

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.
17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.
18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been

assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be

installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.
2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.
4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.
5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.
6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

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

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty

period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV**BONDING REQUIREMENTS**

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI**HOLD HARMLESS**

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

XVII

PARKLAND FEES

Developer will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

Ordinance 24-05 as approved on June 11, 2024 reduced the subdivision contract fees to zero for City Subdivision Inspection, Sewer Connection Charge, Water Connection Fee, Water Plant Expansion, and Water System Engineering. This applied to all basin except the Fletcher Creek Basin.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
HURD S/D**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	\$0.00
	b. Subdivision & site plan review fee @ \$175 per lot. (2 Lot)	\$0.00 *
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = _____ Minimum charge of \$25 per contract \$10.00 implies \$20.00 \$25.00 implies \$25.00	\$25.00
4	City Subdivision Inspection @ A: 3% of Development Cost \$0.00 or B: \$300.00 per Lot \$300.00 Whichever is greater Development Cost = \$0.00	\$0.00 *
5	Water Connection Fee @ \$2,000.00 per Lot 2 Lots \$2,000.00	\$0.00 *
6	Sewer Connection Fee @ \$2000.00 per Lot 1 Lots \$2,000.00	\$0.00 *
7	DRAINAGE BASIN _____ Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 2 Lots \$500.00	\$1,000.00

***FEES WAIVED PER SPECIAL CONDITIONS.**

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot		
	1 Lots	\$0.00	\$0.00

9	City portion of Water Improvements		\$0.00
---	------------------------------------	--	--------

	DISTRICT _____		
10	Park Land Development Fee @ \$700.00 per Lot		
	2 Lots	\$700.00	\$1,400.00

TOTAL DUE CITY		\$2,425.00
-----------------------	--	-------------------

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

	1. Asphalt Paving Cost (Estimated Construction Cost)		\$0.00
--	--	--	--------

	2. Street Light (Estimated at \$650.00 per lot)		
	2 Lots		\$0.00

TOTAL DUE II		\$0.00
---------------------	--	---------------

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

		\$0.00
--	--	---------------

Attachment: Hurd SD CONTRACT (3600 : Subdivision Contract for Hurd Subdivision)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
 Bartlett, Tennessee, this _____ day of _____, _____.

 DAVID PARSONS, BARTLETT MAYOR

 BORIS HURD, DEVLOPER

 PAMELA HURD, DEVLOPER

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Hurd SD CONTRACT (3600 : Subdivision Contract for Hurd Subdivision)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/09/24 06:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Melissa Hale

Department Head: Kim Taylor

Planning Commission Report for July 2024.

Continued Site Plan

I. Flex Space, Northwest corner of Summer Avenue at Altruria Road (Vanessa Ballard, V Ballard Consulting)

INTRODUCTION: Ms. Vanessa Ballard with V Ballard Consulting is requesting Planning Commission Site Plan approval for a Commercial Flex Space use. The subject property is a vacant lot at the northwest corner of Summer Avenue at Altruria Road, and it is located within the "C-H" Highway Business Zoning District.

BACKGROUND: The Subject property is Lot 12 of the J.D. Kearney and J.A. Kearney Subdivision that was approved by the Shelby County Commission on August 3, 1948, and recorded by the Shelby County Register of Deeds on September 15, 1948.

On January 3, 2022, the Planning Commission approved a Site Plan for a Sunbelt Rentals truck/trailer rental facility. However, the project was discontinued.

DISCUSSION: The specific request is for Planning Commission approval of a Site Plan to construct two buildings totaling 23,058 square feet for commercial flex space use. Access to the site will be from a proposed curb cut off Highway 70 and a proposed curb cut off Altruria Road. Other features of the development include streetscape landscape buffers, commercial/residential landscape buffer along the rear property line, a dumpster enclosure, and storm water detention basins. The specifics of the site plan are as follows:

Site Data	
Site Area:	2.75 acres/120,000 square feet (119,964.24 square feet)
Total Building Area: -Building 1 - Building 2	23,058 square feet -10,650 square feet - 12,508 square feet
Total Required Parking Spaces: • <i>Commercial Recreation use/Sports Club/Health Spa</i> • <i>Offices: General</i> • <i>Offices/Clinics: medical, dental, vet.</i> • <i>Retail Stores: Hardware</i>	• 103 spaces (5 ADA required) • 62 spaces (3 ADA required) • 77 spaces (4 ADA required) • 72 spaces (3 ADA required)
Total Proposed Parking Spaces:	113 regular (5 ADA required)
Total Proposed Handicap Accessible:	4 ADA
Greenspace/Open Space:	35.2%

Building Height	One-story
------------------------	-----------

Recommendation: Approval with conditions.

Approved with conditions of staff.

NEW BUSINESS

Master Plan

2. JTB Subdivision, 8223 Highway 70 (Russ Brasfield, Barge Design Solutions, Inc.)

INTRODUCTION: Mr. Russ Brasfield with Barge Design Solutions is requesting Planning Commission approval of a Master Plan for the JTB Subdivision. The subject property is located at 8223 Highway 70, and it is within the “C-L” Neighborhood Business Zoning District.

BACKGROUND: The subject property is the existing location of Birch’s Automotive, the ancillary office for Birch’s Automotive, and a vacant lot. The subject property currently consists of two lots that are not a legal lots of record (created after March 6, 1956) and are less than 4-acres (not exempt from subdivision regulations). In order to make the lots eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision.

DISCUSSION: The specific request by the applicant is for the approval of the Master Plan for the JTB Subdivision. The applicant is proposing to subdivide the existing 5.089 acre subject property into three lots. Lot 1 is proposed to be 2.124 acres, and it is the site of the existing Birch’s Automotive. Lot 2 is proposed to be 0.591 acres, and it is the site of the ancillary office for Birch’s Automotive. Lot 3 is proposed to be 2.374 acres, and it is a vacant lot. Access to the subdivision will be from two existing curb cuts on Highway 70. A twenty foot wide ingress/egress easement will be along the frontage of all three lots for access. No additional curb cut is required.

Recommendation: Approval with conditions.

Approved with conditions of staff and added condition that Code Enforcement periodically verifies subject property is not being used as a residence.

Construction Plan

3. JTB Subdivision, 8223 Highway 70 (Russ Brasfield, Barge Design Solutions, Inc.)

INTRODUCTION: Mr. Russ Brasfield with Barge Design Solutions is requesting Planning Commission approval of a Construction Plan for the JTB Subdivision. The subject property is located at 8223 Highway 70, and it is within the “C-L” Neighborhood Business Zoning District.

BACKGROUND: The subject property is the existing location of Birch's Automotive, the ancillary office for Birch's Automotive, and a vacant lot. The subject property currently consists of two lots that are not a legal lots of record (created after March 6, 1956) and are less than 4-acres (not exempt from subdivision regulations). In order to make the lots eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision.

DISCUSSION: The specific request by the applicant is for the approval of the Master Plan for the JTB Subdivision. The applicant is proposing to subdivide the existing 5.089 acre subject property into three lots. Lot 1 is proposed to be 2.124 acres, and it is the site of the existing Birch's Automotive. Lot 2 is proposed to be 0.591 acres, and it is the site of the ancillary office for Birch's Automotive. Lot 3 is proposed to be 2.374 acres, and it is a vacant lot. Access to the subdivision will be from two existing curb cuts on Highway 70. A twenty foot wide ingress/egress easement will be along the frontage of all three lots for access. No additional curb cut is required. The development features a streetscape landscape buffer, a residential/commercial landscape buffer, and a stormwater detention basin. The construction plans include the following: tree survey and protection plan, landscape plan, grading plan, utility plan, sewer plans and profiles, erosion control, and traffic control plans.

Recommendation: Approval with conditions.

Approved with conditions of staff.

4. Bah Legacy Square Subdivision, 5905 Stage Road (Dave Watkins, The Reaves Firm, Inc.)

INTRODUCTION: Mr. Dave Watkins, with The Reaves Firm, is requesting Planning Commission approval of a Construction Plan for the Bah Legacy Square Subdivision. The subject property is located at 5905 Stage Road, within the "CG-MS" General Business with a Main Street Overlay Zoning District.

BACKGROUND: On April 1, 2024, the Planning Commission approved a Master Plan application for the Bah Legacy Square Subdivision.

The subject property is the current location of the Bah Family Medicine building that was the former location of the Easy Way building. The subject property is not a legal lot of record (created after March 6, 1956) and is less than 4-acres (not exempt from subdivision regulations). In order to make the lot eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of the Construction Plan for the Bah Legacy Square Subdivision. The applicant is proposing to

subdivide the existing 2.246-acre subject property into two lots. Lot 1 is proposed to be 0.861 acres, and Lot 2 is proposed to be 1.385 acres. Lot 1 is proposed to be the future site of a coffee shop, and Lot 2 will remain as the Bah Family Medicine building. Access to the subdivision will be from one existing curb cut and one new curb cut on Stage Road. The development features a streetscape landscape buffer. The construction plans include the following: tree survey and protection plan, landscape plan, grading plan, utility plan, and traffic control plans.

Recommendation: Approval with conditions.

Approved with conditions of staff.

Final Plan

5. Bah Legacy Square Subdivision, 5905 Stage Road (Dave Watkins, The Reaves Firm, Inc.)

INTRODUCTION: Mr. Dave Watkins with The Reaves Firm is requesting Planning Commission approval of a Final Plan for the Bah Legacy Square Subdivision. The subject property is located at 5905 Stage Road, within the “CG-MS” General Business with a Main Street Overlay Zoning District.

BACKGROUND: On April 1, 2024, the Planning Commission approved a Master Plan application for the Bah Legacy Square Subdivision.

The subject property is the current location of the Bah Family Medicine building that was the former location of the Easy Way building. The subject property is not a legal lot of record (created after March 6, 1956) and is less than 4-acres (not exempt from subdivision regulations). In order to make the lot eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision.

Discussion: The specific request by the applicant is for Planning Commission approval for the Final Plan of the Bah Legacy Square Subdivision. The applicant is proposing to subdivide the existing 2.246-acre subject property into two lots. Lot 1 is proposed to be 0.861 acres, and Lot 2 is proposed to be 1.385 acres. Lot 1 is proposed to be the future site of a coffee shop, and Lot 2 will remain as the Bah Family Medicine building. Access to the subdivision will be from one existing curb cut and one new curb cut on Stage Road. The development features a streetscape landscape buffer.

Recommendation: Approval with conditions.

Approved with conditions of staff.

Site Plan

6. 7 Brew, 5905 Stage Road (Dave Watkins, The Reaves Firm, Inc.)

INTRODUCTION: Mr. Dave Watkins with The Reaves Firm is requesting Planning Commission approval of a Site Plan for the Bah Legacy Square Subdivision. The subject property is located at 5905 Stage Road, and it is within the “CG-MS” General Business with a Main Street Overlay Zoning District.

BACKGROUND: On April 1, 2024, the Planning Commission approved a Master Plan application for the Bah Legacy Square Subdivision.

The subject property is the current location of the Bah Family Medicine building that was the former location of the Easy Way building. The subject property is not a legal lot of record (created after March 6, 1956) and is less than 4-acres (not exempt from subdivision regulations). In order to make the lot eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision

DISCUSSION: The specific request by the applicant is for the approval of a Site Plan to construct a 514 square foot drive through coffee restaurant with a 252 square foot cooler. Access to the site will be from a new curb cut on Stage Road. Other features of the development include streetscape landscape buffer and a dumpster enclosure. The specifics of the site plan are as follows:

Site Data	
Site Area:	36,764 square feet/.844 acres
Total Required Parking Spaces:	13.6
Total Proposed Parking Spaces:	11
Handicap Accessible:	1 van accessible
Regular:	10
Proposed Building Area: - Coffee Shop - Cooler	766 total square feet 514 square feet 252 square feet
Greenspace/Open space:	
Building Height:	One story

Recommendation: Approval with conditions.

Approved with conditions of staff and added condition that six foot wheel stops be placed along the property line adjacent to the Bah Family Medicine building.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/24 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: David Parsons

Appoint Members to Bartlett Library Advisory Board.

Initial appointments to newly-formed Bartlett Library Advisory Board.

BARTLETT LIBRARY ADVISORY BOARD

8.1.a

NAME	TERM EXPIRES	INITIAL APPOINTMENT TO BOARD
Arthur, Tori	12/31/2026	Initial appointment to newly created board
Beach, Stephanie	12/31/2026	Initial appointment to newly created board
Chambers, Lynn	12/31/2024	Initial appointment to newly created board
Cummings, Melanie	12/31/2024	Initial appointment to newly created board
Huff, Carol	12/31/2026	Initial appointment to newly created board
Knox, Felicia	n/a	Initial appointment to newly created board
Miller, Mykila	12/31/2024	Initial appointment to newly created board
Murphy, Roger	n/a	Initial appointment to newly created board
Travis, Nicole	12/31/2026	Initial appointment to newly created board
ADVISORS:		
Ed McKenney, Jr.	City Attorney	
Steve Sones	Chief Administrative Officer	

Attachment: Appointments to Bartlett Library Advisory Board--Initial appointments--7-9-2024 (3606 :



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3596)

Meeting: 07/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3596

Resolution 23-24, a resolution to amend the Fiscal Year 2025 General Fund Budget to appropriate \$3,000 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has provided funding for its Recruitment and Retention Grant program for eligible Bartlett Police Department law enforcement officers in the amount of \$3,000 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2025 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2025 General Fund budget is amended to appropriate \$3,000 in revenues and expenditures for the Recruitment and Retention Grant program for qualified law enforcement officers.

Adopted this day of July 9, 2024

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

The seal of the State of Tennessee is circular. It features a central figure of a Native American holding a bow and arrow. Above the figure is a plow, and below is a sheaf of wheat. The words "AGRICULTURE" and "COMMERCE" are inscribed on either side of the figure. The outer ring of the seal contains the text "THE GREAT SEAL OF THE STATE OF TENNESSEE" and the year "1796" at the bottom.[illegible]

Signature of Chief:

Grantee Edison ID:						Contract No.:	Invoice No.:
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below					Date sent to Fiscal:	
	6 Months	12 Months	24 Months	36 Months	Total Bonus		
Category 1 Officers - Experienced	\$1,000	\$3,000	\$3,000	\$3,000		Grantee Mailing Address:	
Category 2 Officers - No Previous Certified Experience		\$3,000	\$2,500	\$2,500		Total Amount to be Paid:	

Packet Pg. 125

Personnel Profile

White, Robert Wayne III

Manage Profile



White, Robert Wayne III

PSID

0376-3077

Mailing Address

2340 Ridgeland Street
 Memphis, TN 38119 (Shelby County)

Primary Phone

(901) 652-5972 Cell

Primary Email

robwhite3rd@gmail.com

Emergency Contact

-

Applications for Certifications

No applications for certifications exist.

Certifications

Name ▲	Type	Issue Date	Expiration	Status
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Attachment: Attachment B- Hiring Training and Recruitment Grant - Bartlett PD - June 1 2024 (3596 : Res. 23-24 Recruitment Retention Grant

Employment

Organization	Employment Type / Appointment Type	Supervisor	Last Hired
Bartlett Police Department  Police Officer Active	Law Enforcement Officer / Full Time		06/01/2023

Training History

View By: ☒ Fiscal Year ☐ Calendar YearReports **0 Hours**Upcoming,
Ongoing &
Unconfirmed**16 Hours**Current Fiscal
Year
07/01/2023 -
06/30/2024 **0 Hours**Previous Fiscal
Year
07/01/2022 -
06/30/2023 **16 Hours**All Completed
Training **UPCOMING, ONGOING & UNCONFIRMED**

Training	Start	End ▼	Hours	Training Category	Student Status	
No upcoming, ongoing or unconfirmed training exists.						



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3597)

Meeting: 07/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3597

Resolution 24-24, a resolution to write-off bad checks over three years old or deemed uncollectible issued to City of Bartlett.

WHEREAS, the Bartlett Finance Office has identified two bad checks issued to the City of Bartlett that have been returned and determined to be uncollectible; and

WHEREAS, the City of Bartlett has a policy to write off returned and uncollectible checks three years old and older or otherwise determined to be uncollectible;

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the bad checks listed below totaling \$862.13 deemed uncollectible and should be written off and removed from the City of Bartlett General Fund accounting system and check reconciliation reports effective for the month of June 2024.

Jennifer Carroll	Dated 9/28/2020	BRC	\$805.00
Andrea Dillon	Dated 8/06/2021	BRC	\$ 57.13

Adopted this day of July 9, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3602)

Meeting: 07/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3602

Resolution 25-24, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund, Federal Projects Fund, Discretionary Grant Fund and Education Capital Project Fund.

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

WHEREAS, the Bartlett City BOE, using Resolution 11-10, approved a budget amendment on June 27, 2024, which makes adjustments for State and Federal Grants managed by the Tennessee Department of Education. Included in the resolution is an amendment to the Education Capital Projects Fund for roof repairs to Bon Lin Elementary for \$65,000 and Ellendale Elementary for \$90,000 ADA compliance. The amendment will be funded by \$155,000 use of General Purpose School fund balance; and

WHEREAS, resolution 11-10 of the Bartlett City BOE is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendment itemized in resolution 11-10 to the FY2024 General Purpose School Fund, Federal Projects Fund, Discretionary Grant Fund, and Education Capital Project Fund of the Bartlett City BOE is approved.

Adopted this day of July 9, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 11-10

A RESOLUTION TO AMEND THE 2023-2024 FISCAL YEAR GENERAL PURPOSE FUND BUDGET, SPECIAL REVENUE FUND BUDGETS, DISCRETIONARY GRANT FUND BUDGETS, CAPITAL PROJECTS FUND BUDGET, AND TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE OF THE BARTLETT CITY SCHOOLS.

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

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

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

Section 1. That the annual General Purpose Fund, Special Revenue Fund, Discretionary Grant Funds, and Capital Projects Fund Budgets for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts and within the following grants as referenced below:

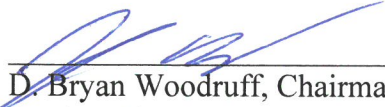
Fund 141 - General Fund									
Fund	Function	Object	Dept	Project	Description	Budget	Add	Subtract	Amended Budget
141	72230	20700		0000	Medical Insurance	\$8,415.00	\$10,000.00		\$18,415.00
141	72250	20700		0000	Medical Insurance	\$126,225.00	\$30,000.00		\$156,225.00
141	71100	20700		0000	Medical Insurance	\$4,443,120.00		\$40,000.00	\$4,403,120.00
141			950		Innovative School Models	\$0.00	\$2,471,110.00		\$2,471,110.00
141			860		Summer Learning Camps	\$0.00	\$944,287.55		\$944,287.55
141			863		Summer Camp Transportation - Contracts with Private Agency	\$0.00	\$171,268.84		\$171,268.84
Totals						\$4,577,760.00	\$3,626,666.39	\$40,000.00	\$8,164,426.39
Fund 142 - Federal Projects Fund									
Fund	Function	Object	Dept	Project	Description	Budget	Add	Subtract	Amended Budget
142				0106	Consolidated Admin	\$107,442.00	\$155,456.00		\$262,898.00
				1006	Title I Part A	\$998,100.00	\$544,586.60		\$1,542,686.60
142				1106	Title I Part A-Neglected	\$502,043.00	\$377,320.29		\$879,363.29
142				1606	Title I Part D LEA	\$28,967.00	\$54,959.95		\$83,926.95
142				2006	Title II Part A	\$367,225.01	\$44,974.58		\$412,199.59
142				3006	Title III	\$4,111.00	\$31,286.39		\$35,397.39
142				4400	Title IV	\$176,097.22	\$148,564.69		\$324,661.91
142				7020	ARP Homeless 2.0	\$0.00	\$55,497.86		\$55,497.86
142				8010	CTE Perkins Basic	\$63,889.00	\$45,374.25		\$109,263.25
142				8940	Access for All Learning Network (AALN Preschool)	\$0.00	\$30,000.00		\$30,000.00
142				9006	IDEA Part B	\$1,568,628.46	\$1,295,479.91		\$2,864,108.37
142				9010	ARP IDEA Part B	\$133,769.68		\$93,533.35	\$40,236.33
142				9106	IDEA Preschool	\$74,582.14	\$45,531.46		\$120,113.60
142				9110	ARP IDEA Preschool	\$20,811.00		\$20,517.74	\$293.26
142				9350	ESSER 3.0	\$6,946,218.00		\$2,303,112.04	\$4,643,105.96
142				9370	Tennessee All Corp	\$135,785.00	\$285,965.00		\$421,750.00
142				9420	Resilient School Communities	\$0.00	\$138,244.31		\$138,244.31
Totals						\$11,127,668.51	\$3,253,241.29	\$2,417,163.13	\$11,963,746.67
Fund 145 - Discretionary Grant Fund									
Fund	Function	Object	Dept	Project	Description	Budget	Add	Subtract	Amended Budget
145				8025	Battelle Education	\$0.00	\$39,200.00		\$39,200.00
145				8028	Battelle TVA AES	\$0.00	\$1,000.00		\$1,000.00
145				8029	Battelle TVA EMS	\$0.00	\$5,000.00		\$5,000.00
145				8058	First 8 Pre-K	\$132,000.00	\$500.00		\$132,500.00
145				8070	What-A-Teacher	\$0.00	\$1,000.00		\$1,000.00
145				8071	Tanger Kids	\$0.00	\$205.22		\$205.22
145				8046	Voluntary Pre-K	\$78,915.00	\$110,537.16		\$189,452.16
145				8039	Public School Security	\$0.00	\$362,062.19		\$362,062.19
145				8080	Tennessee Arts 360 Ellendale	\$18,959.00		\$8,959.00	\$10,000.00
145				8081	Tennessee Arts 360 Oaks	\$22,264.00		\$2,264.00	\$20,000.00
145				8090	Tennessee Arts Student Ticket Subsidy Oak	\$0.00	\$2,780.00		\$2,780.00
145				8091	Tennessee Arts Student Ticket Subsidy Bartlett Elementary	\$0.00	\$1,150.00		\$1,150.00
145				8092	Tennessee Arts Student Ticket Subsidy Rivercrest	\$0.00	\$2,683.00		\$2,683.00
145				8093	Tennessee Arts Student Ticket Subsidy Rivercrest	\$0.00	\$317.00		\$317.00
145				8036	Safe Schools	\$130,793.00	\$10,707.20		\$141,500.20
145				8061	Jobs For the Future	\$18,852.00	\$8,793.93		\$27,645.93
145				8930	State Special Education Preschool Grant	\$0.00	\$282,751.58		\$282,751.58
Totals						\$401,783.00	\$828,687.28	\$11,223.00	\$1,219,247.28
Fund 177 - Capital Projects Fund									
Fund	Function	Object	Dept	Project	Description	Budget	Add	Subtract	Amended Budget
177	91300	70700		5440	Bon Lin Elem Re-Roof- Change Order to seal the bricks	\$1,510,000.00	\$65,000.00		\$1,575,000.00
177	91300	30400		5670	Ellendale ADA Restroom Upgrade-Architects	\$0.00	\$10,000.00		\$10,000.00
177	91300	70700		5670	Ellendale ADA Restroom Upgrade-Building Improvements	\$0.00	\$80,000.00		\$80,000.00
Totals						\$1,510,000.00	\$155,000.00	\$0.00	\$1,665,000.00
FY24 Amended General Fund Balance						Beginning Bal	Add	Subtract	Amended Fund Bal
						\$40,725,228.27		\$155,000.00	\$40,570,228.27

Attachment: BCS Resolution 11-10 SIGNED (3602 : Res. 25-24 BCS June 27 Budget Amendment)

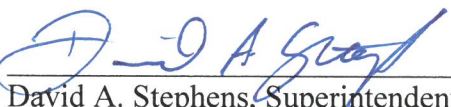
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective June 27, 2024 from and after its adoption by the Bartlett City Board of Education.

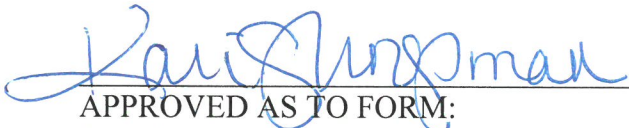
Adopted this 27 day of June, 2024.



D. Bryan Woodruff, Chairman
Bartlett City Board of Education



David A. Stephens, Superintendent
Bartlett City Board of Education



APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3604)

Meeting: 07/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3604

Resolution 26-24, a resolution to amend the FY2025 Grants Fund budget to recognize AKC Reunite Adopt a K-9 Cop Grant to the Bartlett Police Department for Acquisition of K-9 Unit.

WHEREAS, the Bartlett Police Department (BPD or 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 \$7,500 matching grant from AKC Reunite Adopt a K-9 Cop Organization for the purpose of acquiring a K-9 Unit to assist the BDP and surrounding jurisdictions with any and all support activities utilizing a police service dog; and

WHEREAS, the City of Bartlett, in a letter to the United States Police Canine Association, has committed to fund \$2,500 towards the purchase of a new K-9, making the total estimated cost of the service dog \$10,000;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett accepts this \$7,500 grant from the AKC Reunite Adopt a K-9 Cop Organization and appropriates funds to acquire a K-9 service dog, to wit:

SECTION 1. That the City of Bartlett hereby accepts the \$7,500 AKC Reunite Adopt a K-9 Cop Grant and appropriates funds for this purpose using the accounts listed in the table below.

SECTION 2. That the City of Bartlett is further authorized to provide a matching sum of \$2,500 for the purpose of acquiring a K-9 service dog to support the BPD and surrounding areas using General Fund account 110.42100.939.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33642.02824	AKC Reunite Adopt a K-9 Grant	\$7,500	
131.42100.939.02824	Police K-9		\$7,500
	Totals	\$7,500	\$7,500

Adopted this day of July 9, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

AKC Reunite
8051 Arco Corporate Drive
Suite 200
Raleigh, NC 27617



Date: 06/07/2024
Check #: 92119
Payment Amount: 7,500.00
Vendor #: VN24816



008364 R3K4T1A
BARTLETT POLICE DEPT
3730 APPLING RD
MEMPHIS TN 38133



Remittance Advice

Invoice Date	Invoice No.	Invoice Description	Invoice Amount
06/03/2024	2024-06-03 GRANT	ADOPT A K-9 COP GRANT	7,500.00

PLEASE DETACH BEFORE DEPOSITING CHECK

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

AKC Reunite
8051 Arco Corporate Drive
Suite 200
Raleigh, NC 27617



66-156/531

Date: 06/07/2024
Check #: 92119

Pay Exactly **Seven Thousand Five Hundred and 00/100 -US Dollars **

Amount
\$****7,500.0

TO THE ORDER OF
BARTLETT POLICE DEPT

WELLS FARGO BANK, N.A.

TE Phillips
Authorized Signer

Attachment: AKC Reunite Grant Check (3604 : Res. 26-24 AKC K-9 Grant)

⑈0000092119⑈ ⑆053101561⑆8018577562⑈

David Parsons
MAYOR



City of Bartlett
Police Department

Jeff Cox
CHIEF OF POLICE



March 6, 2024

United States Police Canine Association, Inc.
Don Slavik – Executive Director
34605 454th Avenue
Ottertail, MN 56571

Re: Adopt a K-9 Cop Matching Grant Program

Dear Mr. Slavik:

Please let this letter serve as our commitment to fund \$2,500.00 towards the purchase of a new K9. It is our understanding that with this commitment, the AKC Reunite Adopt a K9 Cop will grant our department up to \$7,500.00 to assist with this purchase. The expected cost for the K9 is \$10,000.00.

If you require any further assistance with this request, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Allen".

Captain Robert Allen

RA/jls

Attachment: Adopt a K-9 Cop Grant Program (3604 : Res. 26-24 AKC K-9 Grant)



AKC REUNITE ADOPT A K-9 COP
2024 Matching Grant
Guidelines and Application



Please complete all sections. Form must be typed.

Section A: GENERAL INFORMATION

- 1) Date of Application: 3/5/2024
- 2) Department Name: Bartlett Police
- 3) Mailing Address for Department: 3730 Appling Rd
Street Address
Bartlett, TN 38133
City, State and Zip
- Web Site: https://www.cityofbartlett.org/68/Police-Department
- Email: cschaumburg@bartlettpolice.org Phone: (901) 385-5560
- 4) Department Chief, Sheriff, or Designee: Jeff Cox
 Title: Chief of Police Email: jcox@bartlettpolice.org
 Phone: (901) 385-5560
- 5) Grant Application Contact Person (if other than above)
 Name: Chris Schaumburg Title: Officer Handler/Trainer
 Email: cschaumburg@bartlettpolice.org Phone: (901) 262-6698
- 6) Federal Tax ID# (EIN): 62-6011034
- 7) Tax-exempt status: Tax-exempt
- 8) Has your department received any previous support from the American Kennel Club or AKC Reunite?
 List the specific year (s) and please explain:
No

- 9) Territory or area served: Region 13 (what jurisdiction will this k9 work in?)

Section B: SPONSORING CLUB INFORMATION

Attachment: Adopt a K-9 Cop Grant Program (3604 : Res. 26-24 AKC K-9 Grant)

- 1) Sponsoring AKC Club: **UNITED STATES POLICE CANINE ASSOCIATION, INC.**
- 2) Primary Club Grant Contact:

Don Slavik - Executive Director

34605 454th Ave Ottertail, MN 56571

Email: uspcaexecutivedirector@gmail.com

Phone: 651-350-4541

Section C: K-9 PROGRAM DESCRIPTION

- 1) Please describe the department's current K-9 unit/program: (if it is new, please describe your department's goal. If you have an existing program, tell us briefly about that program:

The Bartlett Police Dept currently has a K9 program that utilizes 1 single purpose Narcotics K9 (at the DEA), 3 patrol/narcotic K9's that service the city and neighboring jurisdictions and 2 explosive/patrol that support the city and the west TN area. The goal of the BPD K9 unit is to maintain a K9 unit readily available to assist the BPD and surrounding jurisdictions with any and all support activities utilizing a police service dog.

- 2) What is your expected cost for purchase of the K-9? \$10,000

Section D: CERTIFICATION

Please complete the below information. We must have a written signature. Typed or digital signatures are not allowed, please.

SIGNATURE: 

Printed Name: Robert Allen Title: Captain

Department: Bartlett Police Dept Date: _____

****PLEASE NOTE: Check will be issued/mailed to the Department named on the W-9 form.**

Adopt a K-9 Cop

Matching Grant Program

Guidelines and Application

The United States Police Canine Association, Inc. (USPCA) and the American Kennel Club (AKC) have agreed to form an alliance. One of the benefits of this alliance is the AKC Reunite, **Adopt a K-9 Cop matching grant**. Our association with AKC allows us to sponsor **USPCA members** for grants to purchase canines. **A maximum of one grant per department and a total of 200 grants will be awarded in 2024.** How this works:

1. Limited to Law Enforcement
2. Departments must agree to display the AKC Reunite car logo on their police vehicle.
3. **The USPCA can sponsor your requests, but you must be a member of the USPCA.** JOIN HERE You may have your representative or designee join initially, and then if you let us know, we can switch this membership over to the handler. **YOU CANNOT JOIN AS A DEPARTMENT.** Membership must follow a handler or administrator. If a handler has not been selected yet, please have an administrator join, and then the membership can be moved to the handler down the road as needed. **IF YOU KNOW WHO THE HANDLER IS GOING TO BE, PLEASE HAVE THE HANDLER FILL OUT THE APPLICATION** (using the JOIN HERE link above or by going to www.uspcak9.com and clicking on join). **PLEASE DO NOT FILL OUT AN APPLICATION FOR THE HANDLER IF YOU KNOW WHO THE HANDLER IS GOING TO BE.**
4. If your department commits to funding at least \$2500, AKC Reunite Adopt a K9 Cop will grant your department up to 75% of your requested amount, to a maximum amount of \$7500.00, to assist you with the purchase of your new K9. (example: maximum request of \$10,000 could result in a grant amount to you of \$7500.00)
5. **A letter on department letterhead is needed confirming you have/will be committing \$2500 toward the cost of the police K9.**
6. You must include the following documentation with your application:
 - a. Completed W-9
 - b. Proof of 501 C-3 status, if applicable

APPLICATION INSTRUCTIONS:

- Applications must be in writing on the designated form. Do not remove or omit any of the application's questions.
- To apply, submit the following application in a hard-copy format (Sections A, B, C D, and E). Emailed versions are acceptable in portable document format (PDF) form only. Do not fax the grant application.
- Retain one copy of the application for your records. Multiple copies, videotapes, or other attachments will not be accepted.
- Do not bind the application with staples or folders or put them into binders, as we must be able to separate and copy the application. Paper clips and binder clips are permitted.
- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Applicants will receive a Grant Follow-Up email from AKC REUNITE/AKC Adopt a K9 Cop annually.
- A grant application must be signed by an officer in a supervisory capacity, usually a Lt or higher
- **Please be specific on your application in Section C, Question #2,**

Submit applications to Mark Darnell at the following email:
issued to the agency and address listed on the W9.

Please note that the grant check will be

k9grantapplication@gmail.com

Attachment: Adopt a K-9 Cop Grant Program (3604 : Res. 26-24 AKC K-9 Grant)

Check list:

Section E: ATTACHMENTS

- ☒ Please make sure that this application is COMPLETE. All blanks must be filled and there must be a written signature in the certification section.
- ☒ Completed W-9 Must be included with Application. **The check can only be mailed to the Department and department address listed on the W-9.**
- ☐ Proof of 501(c)(3) status, if applicable.
- ☒ Agree to display AKC REUNITE stickers on their k9 squad.
- ☒ Letter of Commitment of \$2500.00 from Department (on letterhead)
- ☒ I agree to notify AKC ReUnite once the K-9 is purchased. Send email to relief@akcreunite.org Attn: Megan Trierweiler