



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JUNE 27, 2023 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Elliott Linhoss, Bartlett Hills Baptist Church

FUTURE MEETINGS

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

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

Beer Board, July 10 at 6 p.m.

Planning Commission, July 10 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

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

CONSENT AGENDA

- 1 Special event permit for Stanky Creek Trail Race (50K/25K). (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, September 30 from 7 a.m. to 4 p.m. at Nesbit Park.

- 2 Bid for alternate pricing for fire alarm panel, strobes and horns for Singleton Community Center. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting the alternate pricing from Siemens Industry, Inc. with an added cost of \$12,300.00. Funds are available in Account 311.48311.780.51722.

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

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

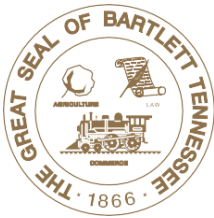
NEW BUSINESS

- 1 Resolution 14-23, a resolution to amend the FY2023 General Fund budget to provide funds for LED Street Light Conversion Project. (Dick Phebus, Director of Finance) (Steve Sones, Chief Administrative Officer)**
- 2 Resolution 17-23, a resolution to donate surplus personal property to the Rossville Fire Department. (Tommy Gately, Fire Chief) (Dick Phebus, Director of Finance)**
- 3 Resolution 18-23, a resolution to amend the FY2024 Grants Fund budget to recognize State of Tennessee, Office of Criminal Justice Programs Grant totaling \$284,217.00 to the Bartlett Police Department for public safety equipment and supplies. (Jeff Cox, Chief of Police) (Dick Phebus, Director of Finance)**
- 4 Resolution 19-23, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by SAVVIK Buying Group. (Dick Phebus, Director of Finance)**
- 5 Resolution 20-23, a resolution to approve amendment to the Funding Policy of the City of Bartlett Defined Benefit Plan. (Dick Phebus, Director of Finance)**
- 6 Resolution 21-23, a resolution to provide a period for Public Comment on agendas at City of Bartlett Board of Mayor and Aldermen meetings and Boards and Commissions meetings. (Ed McKenney, City Attorney)**
- 7 Resolution 22-23, a resolution to amend the FY2023 General Improvement Fund budget to increase computer maintenance expense and recognize projected Use of Fund Balance. (Dick Phebus, Director of Finance)**
- 8 First Reading of Ordinance 23-03, an ordinance to amend Title I, Chapter I, establishing Robert's Rules of Order as the official set of procedures for conducting business at City of Bartlett Board of Mayor and Aldermen meetings. (Ed McKenney, City Attorney) The public hearing to be set for July 25, 2023.**

- 9 **First Reading of Ordinance 23-04, an ordinance to amend Title 20, Chapter I, Air Pollution Control Code, to update permit and emissions fees. (Ed McKenney, City Attorney)** The public hearing to be set for July 25, 2023.
- 10 **First Reading of Ordinance 23-05, an ordinance to amend Title 12, Building, Utility, Etc. Codes Fee Provisions of the City of Bartlett Code of Ordinances. (Ed McKenney, City Attorney)** The public hearing to be set for July 25, 2023.

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 13, 2023 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Vice Mayor Jack Young

FUTURE MEETINGS

Historic Preservation Commission, June 19 at 7 p.m.

Bartlett Arts Council, June 20 at 6 p.m.

Family Assistance Commission, June 26 at 6 p.m.

MINUTES ACCEPTANCE

Minutes of the May 23, 2023 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

I **Purchase and installation of emergency vehicle equipment for four police vehicles. (Jeff Cox, Police Chief)**

Recommend purchase and installation of emergency vehicle equipment from Comserv Wireless for four new police vehicles at \$11,998.00 each for a total cost of \$47,992.00.

Minutes Acceptance: Minutes of Jun 13, 2023 6:00 PM (MINUTES ACCEPTANCE)

Funds are available in Account 135.42100.785.20324.

2 Purchase of 2023 Dodge Durango. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting quote from Chrysler Dodge Jeep RAM Fiat of Columbia, as part of State of Tennessee's State-Wide Vehicle Contract, for a total cost of \$39,622.00. Funds are available in Account 11044000.935.

3 Site Plan Contract for Zaxby's. (John Horne, Director of Engineering)

The developer, Memphis Restaurant Holdings, LLC, will pay \$23,386.99 in City fees. The bond is set at \$74,635.00.

4 Contract for Fletcher Creek Greenway Phase 4 environmental and design services. (John Horne, Director of Engineering)

Recommend accepting the environmental and design contract proposal from Barge Design Solutions, Inc. in the amount of \$298,670.00. Funds are available in Account 311.48311.772.4514.

5 Mixed Used Contract for Union Depot Phase 1A. (John Horne, Director of Engineering)

Phase 1A for Union Depot is shown in the attached drawing called PHIA Roads. Phase 1A only includes the road construction for the following roads: Union Depot Drive, Talcott Lane, and Portage Drive. It also includes the public water, sewer, and drainage utilities within these roads. Furthermore, there is no subdivision of property within this phase. Later phases will subdivide this portion of land and will require a subdivision contract. The developer, Blue Sky Communities, Inc., will pay \$79,036.32 in City fees. The bond is set at \$280,496.35.

6 Mixed Used Contract for Union Depot Phase 1B. (John Horne, Director of Engineering)

Phase 1B for Union Depot is shown in the attached drawing called Union Depot Phases Map. Phase 1B includes public water, sewer, and drainage utilities for the lots known as The Westerly. This phase also includes the sewer holding tanks and a new waterline on Hwy 70. The developer, Blue Sky Communities, Inc., will pay \$308,291.76 in City fees. The bond is set at \$1,779,826.48.

7 Residential Subdivision Contract Union Depot Phase 2A Modified for Minimum Bond. (John Horne, Director of Engineering)

Phase 2A for Union Depot is shown in the attached drawing called Union Depot Phases Map. Phase 2A subdivides the property around the following roads: Union Depot Drive, Talcott Lane, and Portage Drive. These roads were constructed during Phase 1A. It also includes additional public water, sewer, and drainage utilities. The developer, Blue Sky Communities, Inc., will pay \$252,467.48 in City fees. The bond is set at \$73,000.00.

NEW BUSINESS**I Appoint Cassi Montoya to the Pension Board (Defined Benefit Plan) and the Retirement Plan Committee (Cash Balance Plan). (David Parsons, Mayor)**

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

2 Resolution 13-23, a resolution to amend the FY2023 Capital Improvement Fund, Grant Fund and the Park Improvements Fund to provide funding for Deermond Park Paving Project. (Dick Phebus, Director of Finance)

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

3 Bid for FY2023 Deermond Park Paving Project. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the sole bid from Ferrell Paving Inc. at a cost of \$269,607.00.
Funds are available in Account 312.48312.780.51223.

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

4 Resolution 15-23, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund, School Nutrition Fund and Federal and State Special Revenue Funds. (Dick Phebus, Director of Finance)

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

5 Resolution 16-23, a resolution to amend the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund. (Dick Phebus, Director of Finance)

This amendment is to address the state funds received after the recent approval of the Fiscal Year 2024 Bartlett City Schools General Purpose School Fund and the additional 1 percent pay raise.

Minutes Acceptance: Minutes of Jun 13, 2023 6:00 PM (MINUTES ACCEPTANCE)

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

OPEN DISCUSSION

Jimmy Ferguson, 2927 North Star, expressed concerns regarding the location of Zaxby's. His property borders that location; and he stated that he nor his neighbors received written notification. Mayor Parsons asked him to remain after the meeting for discussion.

ADJOURNMENT

Meeting adjourned at 6:12 PM

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

David Parson, Mayor

Minutes Acceptance: Minutes of Jun 13, 2023 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/27/23 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Trey Arthur

Special event permit for Stanky Creek Trail Race (50K/25K).



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

Nesbit Park 5760 Yale Rd. 38134
Address Zip Code

September 30, 2023 7:00 AM - 4:00 PM
Dates of the Event Hours of the Event

Foot Race (Run)
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Peter Melich 4973 Greenway Ave.
Motivated Runco. Memphis, TN 38117
Special Event Permit Applicant Address of Applicant

901-450-1522 N/A
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

X Letter of Permission

X Insurance

N/A Tents (Fire Retardant letter included)

X Special Event Checklist

X Map

N/A Sign or Banner

\$60.00 Special Event Fee

\$4.00 Permit Issuing Fee

\$ — 2% Credit Card Fee

\$64.00 Total Permit Fee

[Signature]
Responsible Person

5/11/2023
Date

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

APPROVAL

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

Special Event Checklist

Event: Stanky Creek Trail Race (50k/25k)
 Location: Nesbit Park, 5760 Yale Rd, Bartlett, TN 38134
 Dates: Saturday, September 30, 2023

Type of special event: (Check one.)

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

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

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

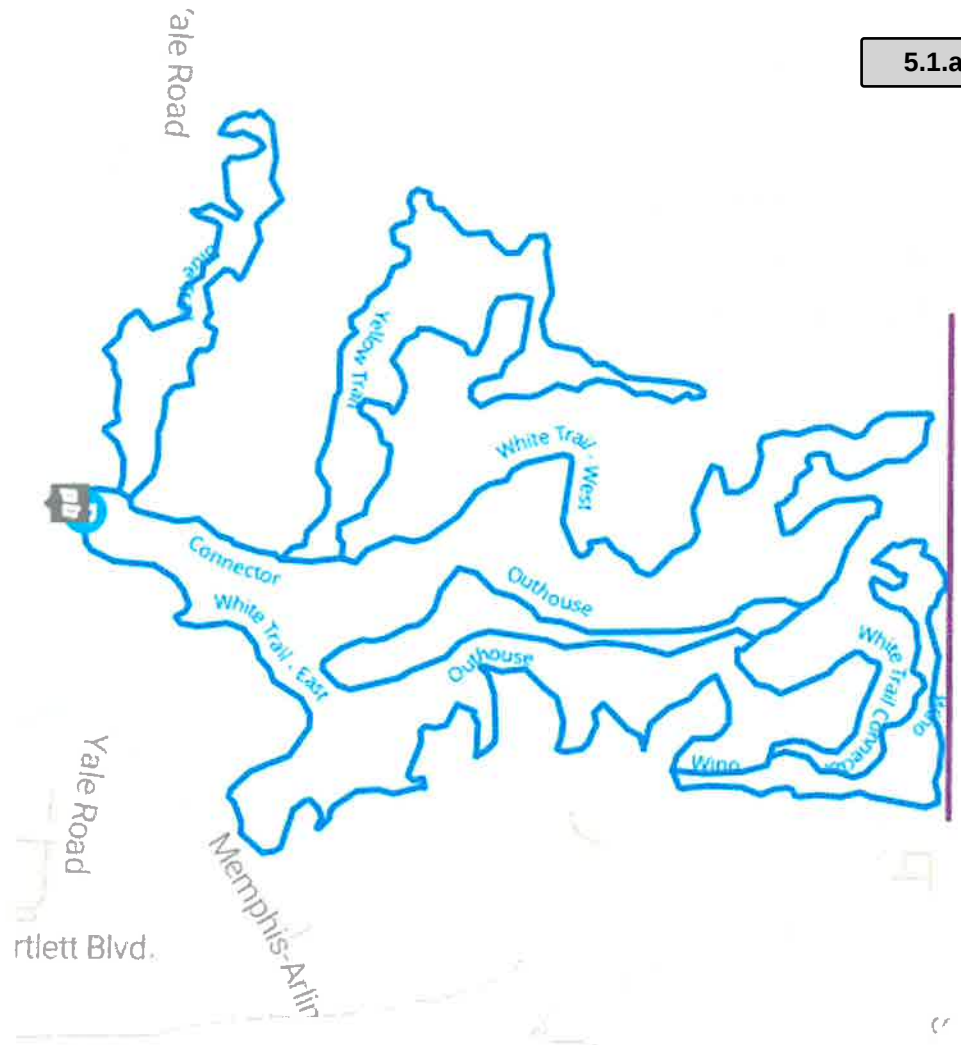
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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





City of Bartlett

David Parsons, Mayor

June 6, 2023

City of Bartlett
Code Enforcement
6382 Stage Rd.
Bartlett, TN 38134

The Stanky Creek Trail Race has requested to use Nesbit Park on Saturday, September 30, 2023. Their event will run from 7:00a.m. until 4:00p.m. This event is the Stanky Creek Trail 25K/50K.

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

Sincerely,

Shan Criswell
Parks and Recreation Director
City of Bartlett

Cc: Peter Melon

Attachment: 5760 YALE RD-STANKY CREEK TRAIL RACE-2023 (3339 : Stanky Creek Foot Race)



CERTIFICATE OF LIABILITY INSURANCE

5.1.a

DATE (MM/DD/YYYY)

06/12/2023

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service	
	PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No):	
INSURED Peter Mellen 4973 Greenway Ave Memphis, TN 38117	E-MAIL ADDRESS: info@eventsured.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Houston Casualty Company	NAIC # 42374
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** TM290136 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			H22SE00130/TM290136	09/30/2023 12:01AM	10/01/2023 2:01AM	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 1,000,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							DEDUCTIBLE \$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$	
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Running Events (5K, 8K, & 10K) to be held on 09/30/2023 - 09/30/2023 with 100 attendees at Nesbit Park-city of Bartlett 57 Yale Rd, Bartlett, TN 38135.

CERTIFICATE HOLDER

CANCELLATION

Nesbit Park-city of Bartlett
5760 Yale Rd.
Bartlett TN, 38135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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Packet Pg. 21

Attachment: 5760 YALE RD-STANKY CREEK TRAIL RACE-2023 (3339 : Stanky Creek Foot Race)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/27/23 06:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for alternate pricing for fire alarm panel, strobes and horns for Singleton Community Center.

On March 15, 2023, an ad was placed in *The Daily News*. On April 20, 2023, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Siemens Industry, Inc.	\$48,700.00 / \$12,300.00 / 1 yr. monitor
State Systems, LLC	\$62,635.00 / \$1,000.00 / 1 yr. monitor

We recommend accepting the alternate pricing from Siemens Industry, Inc. for an added price of \$12,300.00.

Funds are available in Account 311.48311.780.51722.

Thank you for your consideration.

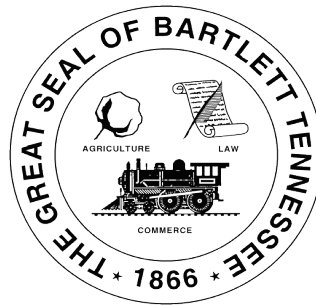
BID RESPONSE SHEET
FY2023-03-012 FIRE ALARM PANEL, STROBES AND HORNS
DUE 04/20/2023 AT 2:00 P.M. CITY HALL

COMPANY/BIDDER	TOTAL BID	NOTES	BID BOND if yes check	PUBLIC ACTS if yes check	Addendum 1 if yes check	W-9 if yes check
State Systems, LLC	\$62,635.00	Optional Voice Activation PreK: \$2,852	X	X	X	X
		Optional Voice Activation All: \$6,642				
		1-year monitoring: \$1,000				
*Siemens Industry, Inc.	\$48,700.00	Optional Voice Activation PreK: \$8,000	X	X	X	X
		Optional Voice Activation All: \$11,500				
		1-year monitoring: \$800				
* Apparent low bidder pending review						

CITY OF BARTLETT

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

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2023-03-012

DUE: Thursday, April 20, 2023, no later than 2:00 p.m. (CST)

**FIRE ALARM PANEL, STROBES AND HORNS
Singleton Community Center**

ADDENDUM # 1

Issued: April 12, 2023

The following items shall be made a part of the Contract Documents:

FIRE ALARM SYSTEM - SINGLETON
 Sealed Bid # FY2023-03-012
 DUE: April 20, 2023
 Addendum 1

Pre-Bid Attendance List

Pre-Bid Meeting Attendance: Company	Employee	Email Address
State Systems	Benjamin Stevens & Alisa Ellis	aellis@statesystemsinc.com
Siemens	Casper Briggs	Casper.briggs@siemens.com
Johnson Controls	Barron "BJ" Rouse Jr	Barron.rouse@jci.com
Convergint	Steven Cooper	Steven.cooper@convergint.com
Nichols Fire & Security	Reeves Callaway	rcallaway@nicholsfs.com
Director, Bartlett Parks	Shan Criswell	scriswell@cityofbartlett.org
Asst. Director, Bartlett Parks	Paul Wright	pwright@cityofbartlett.org
Manager, Singleton	Cassi Montoya	cmontoya@cityofbartlett.org
Asst. Manager, Singleton	Alex Bien	abien@cityofbartlett.org

QUESTIONS AND ANSWERS

Question 1: Are Drawing Provided?

Answer: Contractor is responsible for the design of the system. (See attached drawings)

- Main Building Floor Plan – 2/21/79 (Includes Main Floor, Preschool & Upstairs)
- Main Building Floor Plan – 12/1/88 (Includes Main Floor, Upstairs & Downstairs)
- Gym Layout
- HVAC Map

Question 2: What is the available work schedule?

Answer: Monday – Thursday, 6am-9pm | Friday, 6am-8pm | Saturday, 8am-5pm.

Question 3: Where will the fire alarm panels be installed?

Answer: The panel for the main building will be installed in the main office. The panel for the gymnasium will be installed in the gymnasium office. Contractor is responsible for full installation, including any necessary electrical updates.

Question 4: Do the Main Building and Gymnasium Systems need to communicate?

Answer: Yes. The breezeway structure may be used to run any necessary wiring.

ADD-1

FIRE ALARM SYSTEM - SINGLETON
Sealed Bid # FY2023-03-012
DUE: April 20, 2023
Addendum 1

Question 5: Can you elaborate on what needs to be quoted for the EVAC Voice Upgrade portion.

Answer: Include quote for Preschool only. Include additional quote for Preschool, Main Building & Gymnasium. Controls only needed in the main office. No additional microphone needed at this time. **(See Attached Revised Bid Pricing Sheet)**

Question 6: Is a Sprinkler System required?

Answer: No.

Question 7: Is Automatic Smoke detection required throughout the building?

Answer: Yes

Question 8: Do you prefer communication via Cellular Lines or Phone Lines?

Answer: Cellular Lines.

Question 9: Is there a drop ceiling throughout the building?

Answer: The majority of the building has a drop ceiling.

Question 10: Can existing wiring be used?

Answer: Any existing wiring from the old fire alarm system cannot be used.

Question 11: What information can you provide about the HVAC units?

Answer: AHU 13 & 14 currently have duct detectors installed. The other units are under 5 tons/ <2000 cfm and do not require duct detectors. A list of units was provided at the pre-bid meeting. (See attached list.)

Question 12: Is there any other information that may be needed:

Answer: The Main Building is projected to have ADA upgrades. Two areas were identified (Dance 3, new bathroom & Stage Room, wall separating room) as needing wires pulled for strobes and horns for future addition. If needed, The contractor is responsible for cosmetic touch ups after installation (Paint, tiles, etc.)

All other bid specifications and bid date are to remain the same.

FIRE ALARM SYSTEM - SINGLETON
 Sealed Bid # FY2023-03-012
 DUE: April 20, 2023
 Addendum 1

HVAC Unit list as provided at meeting:

Unit #	Location	Tons
AHU 1	Kitchen	5
AHU 2	Auditorium North	5
AHU 3	Auditorium East	5
AHU 4	Auditorium South	5
AHU 5	Dance 1	3
AHU 6	Dance 2	3
AHU 7	Up 2	3
AHU 8	Athletics Office	3
AHU 9	Stage Room - Stage	3
AHU 10	Stage Room	3
AHU 11	Main Office	3
AHU 12	Dance 3	3
AHU 13	W. Gym Side A	15
AHU 14	W. Gym Side B	15
HP 1	Down 1	1.5
HP 2	Down 1	1.5
HP 3	Down 2	1.5
HP 4	Down 2	1.5
HP 5	Down - Piano	1.5
HP 6	Down - Athletics	1.5
RTU 1	Pottery	3
RTU 2	Preschool 1	3
RTU 3	Kiln/Classroom	3
RTU 4	Preschool Hall	3
RTU 5	Preschool 2	3
RTU 6	Preschool Office	3
RTU 7	Preschool 3	3

FIRE ALARM SYSTEM - SINGLETON
Sealed Bid # FY2023-03-012
DUE: April 20, 2023
Addendum 1

PLEASE REMEMBER THE FOLLOWING:

Questions Deadline:

Questions regarding the Bid documents must be emailed to Cassi Montoya at cmontoya@cityofbartlett.org and must be received no later than NOON, (Central Time) on April 17, 2023.

Bid Deadline:

Sealed Bids are to be received no later than 2:00 PM on April 20, 2023. All bid packets with an original, clearly identified, and two copies, must be labeled "FY2023-03-012 FIRE ALARM PANEL, STROBES AND HORNS" and addressed to:

MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148

FIRE ALARM SYSTEM - SINGLETON
 Sealed Bid # FY2023-03-012
 DUE: April 20, 2023
 Addendum 1

BID PRICING SHEET (Revised)

(Must include an original, clearly identified, and two complete copies of all required documents.)

Project No. FIRE ALARM PANEL, STROBES AND HORNS

Proposal of _____ (hereinafter called "Bidder")
 a corporation, organized and existing under the laws of the State of _____
 _____, partnership, or an individual doing business as _____
 _____.

To: City of Bartlett TN (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your Invitation For Bids for the products and installation of **City of Bartlett TN – Fire Alarm Panel, Strobes and Horns**, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the installation of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, including all costs related to shipping and storing of materials to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **90** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum(s):

¹ Insert corporation, partnership or individual as applicable.

FIRE ALARM SYSTEM - SINGLETON
 Sealed Bid # FY2023-03-012
 DUE: April 20, 2023
 Addendum 1

Bidder agrees to perform all the work described in the specifications for the following price:

TOTAL BASE BID = \$ _____

TOTAL BASE BID IN WORDS:

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Code Enforcement), bonds, and/or insurance, allowances, removal, overhead, profit, et cetera to cover the finished work of the project. **Include an itemized parts and materials list with the bid proposal, including the alarm monitoring cost and optional voice activation system.**

ALARM SYSTEM MONITORING COST FOR 1 YEAR. \$ _____

OPTIONAL VOICE ACTIVATION SYSTEM (Preschool only) \$ _____

OPTIONAL VOICE ACTIVATION SYSTEM (All areas) \$ _____

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

Respectfully submitted:

 NAME OF FIRM

 Email

 Authorized Representative
 (Typed or Printed)

 Phone Number

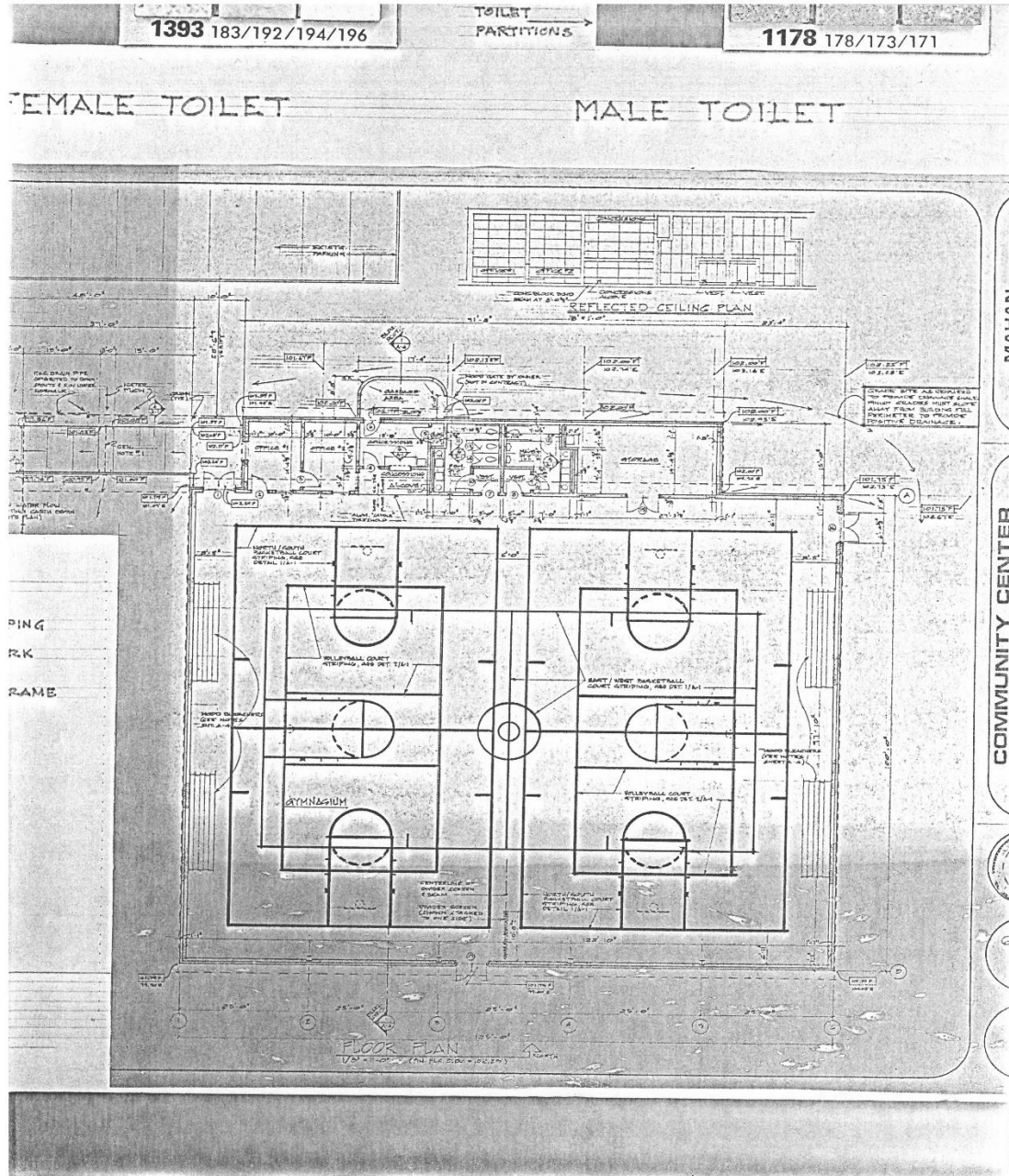
 Authorized Representative Signature
 (Required)

 Date

BPS-2 (REV.)

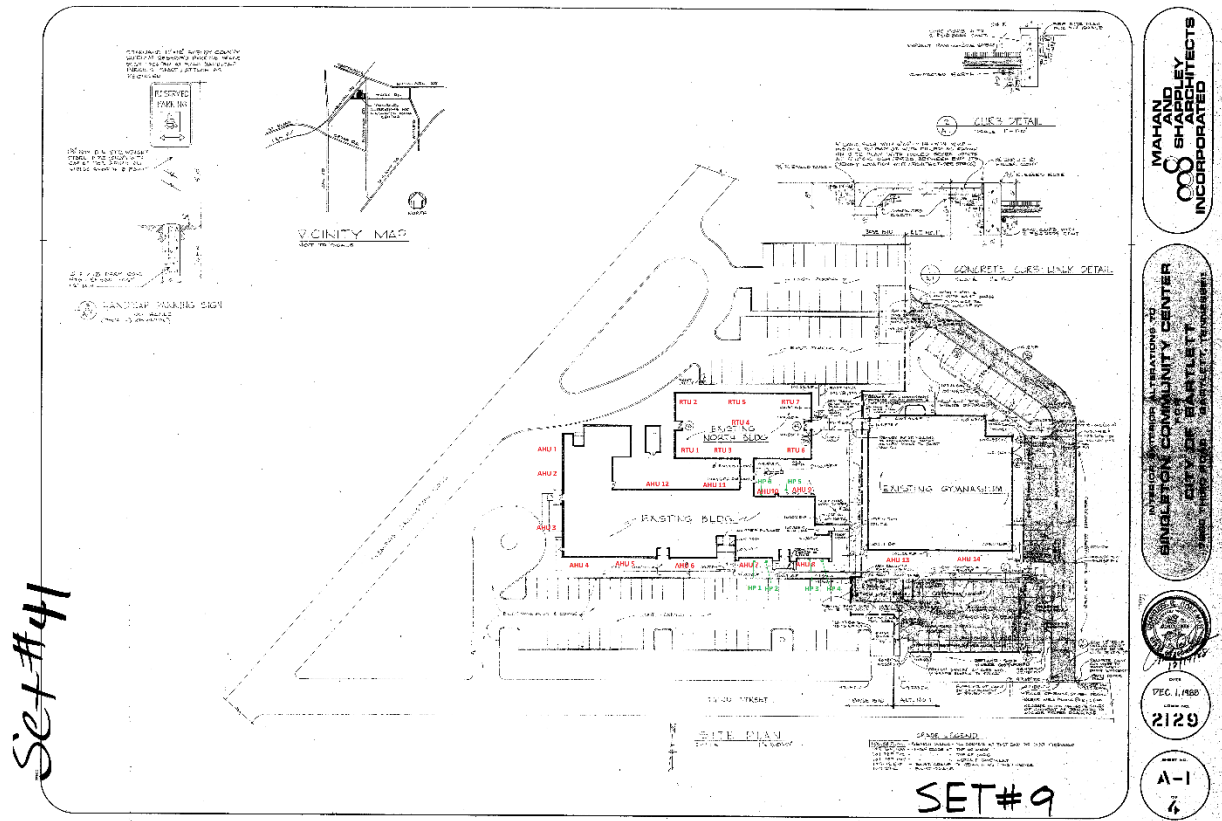
FIRE ALARM SYSTEM - SINGLETON
 Sealed Bid # FY2023-03-012
 DUE: April 20, 2023
 Addendum 1

GYM LAYOUT



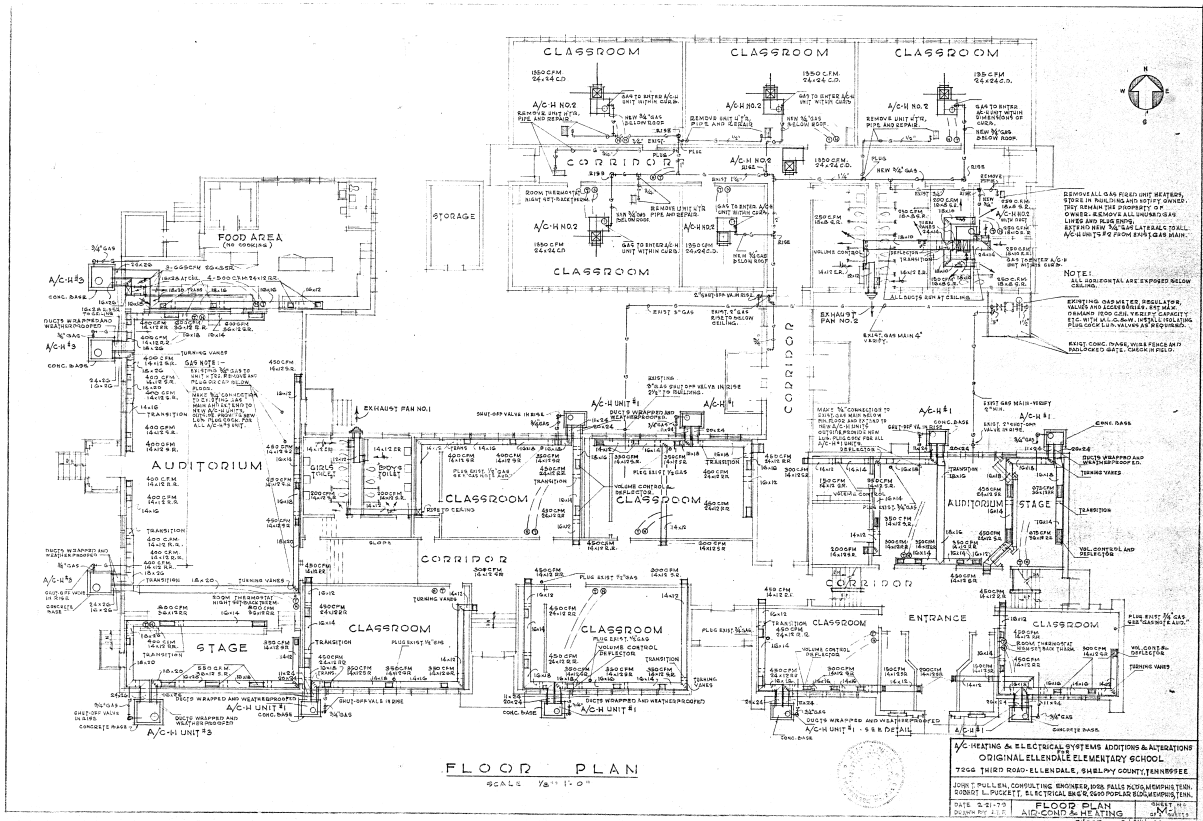
FIRE ALARM SYSTEM - SINGLETON
 Sealed Bid # FY2023-03-012
 DUE: April 20, 2023
 Addendum 1

HVAC MAP

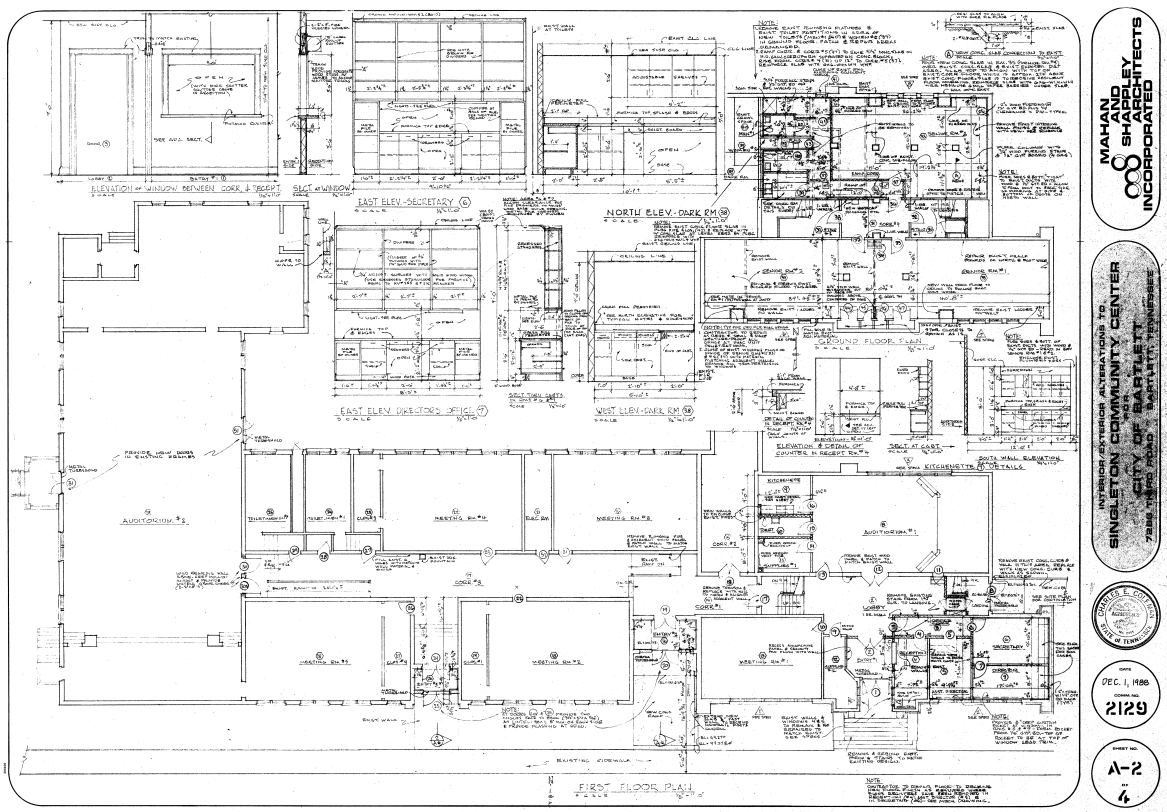


FIRE ALARM SYSTEM - SINGLETON
Sealed Bid # FY2023-03-012
DUE: April 20, 2023
Addendum 1

MAIN BUILDING 2-21-79



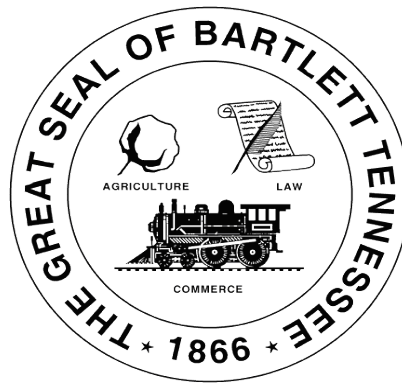
MAIN BUILDING 12-1-88



CITY OF BARTLETT

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

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2023-03-012

DUE: April 20, 2023, no later than 2:00 PM (Central Time)

FIRE ALARM PANEL, STROBES AND HORNS Singleton Community Center

The City of Bartlett Parks and Recreation Department is seeking bids for Singleton Fire Alarm Panel, Pulls, Strobes and Horns, at 7266 Third Road, Bartlett, Tennessee, as per the written specifications. And according to the NFPA 72 Standards

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

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FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 PM** on **April 20, 2023**. All bid packets with an **original, clearly identified, and two copies**, must be labeled “**FY2023-03-012 FIRE ALARM PANEL, STROBES AND HORNS**” and addressed to:

**MAYOR DAVID PARSONS
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134-1148**

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 and will not discriminate against any individual for any reason. If further information is desired, please contact **Shan Criswell, Parks and Recreation Director** at (901) 385-5590 or by email at scriswell@cityofbartlett.org.

Questions regarding the Bid documents must be emailed to **Cassi Montoya** at cmontoya@cityofbartlett.org and must be received no later than **NOON, (Central Time)** on **April 17, 2023**.

Please quote prices on attached sheet

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.

 NAME OF FIRM

 EMAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

This project consists of replacing the old fire panel, installing fire alarm pulls, horns and strobe lights according to the **NFPA 72 Standards** in each designated area. The fire alarm system will be a split-system, one for the main building and one for the gymnasium. Contractor shall provide all materials and labor required to complete the project as per the written specifications

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

A MANDATORY pre-bid conference will be held on April 4, 2023 at 2:00 PM (Central Time) to address your questions and provide additional information for this proposal. All interested respondents will be required to attend this meeting. The pre-bid conference will be held at Singleton Community Center, 7266 Third Road, Bartlett, TN 38135. If you plan to attend, please provide a company name, representative and contact number via email to Cassi Montoya, Facility Manager, at cmontoya@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your proposal.

If applicable, the Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. **Note:** No other site visits will be allowed, all contractors interested in the project must attend the pre-bid conference.

3. ALTERNATIVE BIDS

There are NO alternates to this bid.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents (**one original and two copies**) including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Principals: Names
Home Addresses, including City, State and Zip Code

Firm: Name
Address, including City, State and Zip Code

- f. Bids to be submitted in sealed envelopes and **must** have the following **marked on the outside**:

License: Name of Project – **FY2023-03-012 FIRE ALARM PANEL, STROBES AND HORNS**
Date of Bid Opening – **April 20, 2023 at 2:00 PM (Central Time)**
Name of Contractor/Company
Tennessee License Number and Classification, if applicable
Licenses Expiration Date
Sub-contractors license number and classification, if applicable
Acknowledgement of Each Applicable Addendum

5. BID GUARANTY

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City of Bartlett**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise, the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

FIRE ALARM PANEL, STROBES AND HORNS
Sealed Bid #: FY2023-03-012
Due Date: April 20, 2023

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose, a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 PM, April 20, 2023**, will be securely kept sealed. The Purchasing Agent, or designated person whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

FIRE ALARM PANEL, STROBES AND HORNS
Sealed Bid #: FY2023-03-012
Due Date: April 20, 2023

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

12. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

13. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity and fairness. The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The city is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender, or political affiliation. The City of Bartlett agrees to comply with Title VI regulations.

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett**, its elected officials, appointees, employees and members of boards, agencies and commissions free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workers' Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Bartlett for all work performed by the Contractor, its employees, agents and subcontractors.

A.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, appointees,

FIRE ALARM PANEL, STROBES AND HORNS

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employees and members of boards, agencies and commissions shall be named as additional insureds.

A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; h)XCU (Explosion, Collapse, and Underground). Coverage as applicable to the City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be primary and non-contributory regardless of any insurance or self-insurance that the City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions may maintain.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent

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unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, if the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications and Code Requirements. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **Ninety (90) days** after notice to proceed.

E. PERFORMANCE BOND

E.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require. **Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.**

E.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "E.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

E.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by

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the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

F. INSPECTION AND TESTING OF MATERIALS

F.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

F.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

G. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

G.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

G.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$250.00** per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

G.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

G.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of

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any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

G.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

H. SUBSURFACE CONDITIONS FOUND DIFFERENT

H.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications, as he may find necessary, and increase or decrease the costs resulting from such changes.

I. PAYMENTS TO CONTRACTOR

I.1 If applicable, all material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J. SUBCONTRACTING

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J.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

J.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

J.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

J.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

J.5 The contract shall not contain anything that shall create any contractual relation between any subcontractor and the City.

K. FINAL ACCEPTANCE AND WARRANTY PERIOD

K.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final, or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

L. UTILITIES

L.1 Utilities shown were located in the field and by referring to existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

M. DRUG PROGRAM

M.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

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- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

M.2 Drug Testing - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS, or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

M.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g., Speed)
- c) Barbiturates (e.g., Amobarbital, Butobarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g., Quaalude)
- f) Opiates (e.g., Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

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NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

Attachment: FY2023-03-012 SINGLETON FIRE ALARM PANEL STROBES AND HORNS bid (3347 : Singleton Fire Alarm System - Alternate

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____) S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ 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

Print Name_____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 2023.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

FIRE ALARM PANEL, STROBES AND HORNS
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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_____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 2023.

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20____.

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

FIRE ALARM PANEL, STROBES AND HORNS

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PUBLIC ACTS 775
(Boycott of Israel 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 engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1.”

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.775.php) PublicActs.775.php.

Print Name_____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20____.

Signed _____

Print Name_____

Title _____

My commission expires: _____, 20_____.

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

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Attachment: FY2023-03-012 SINGLETON FIRE ALARM PANEL STROBES AND HORNS bid (3347 : Singleton Fire Alarm System - Alternate

FIRE ALARM PANEL, STROBES AND HORNS
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SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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FIRE ALARM PANEL, STROBES AND HORNS

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4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

FIRE ALARM PANEL, STROBES AND HORNS
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DCF-2

Suspension And Debarment Certification (signature page)

Company/Firm: _____

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of _____, 2023.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Attachment: FY2023-03-012 SINGLETON FIRE ALARM PANEL STROBES AND HORNS bid (3347 : Singleton Fire Alarm System - Alternate

FIRE ALARM PANEL, STROBES AND HORNS

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DCF-3

Attachment: FY2023-03-012 SINGLETON FIRE ALARM PANEL STROBES AND HORNS bid (3347 : Singleton Fire Alarm System - Alternate

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____) s.s.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn before me this _____ day of _____, 2023.

(Title)

My commission expires _____ 20____.

FIRE ALARM PANEL, STROBES AND HORNS

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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: _____

Date: _____

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.

FIRE ALARM PANEL, STROBES AND HORNS

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CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

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? _____

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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.)

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.

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:

Ted Archdeacon, Director of Personnel
City of Bartlett; 901-385-6430

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
2. License - The contractor must have or obtain the appropriate Tennessee license (s) for the type of work being performed, along with Shelby County and City of Bartlett business license.
3. Contractor shall be responsible for obtaining all necessary Building Permits required for this project from the City of Bartlett Codes Enforcement, located at 6382 Stage Road. The permits will be issued at NO costs but **must be obtained prior** to beginning any construction activity.
4. ***A MANDATORY pre-bid conference will be held on April 4, 2023 at 2:00 PM (Central Time) to address your questions and provide additional information for this proposal. All interested respondents will be required to attend this meeting. The pre-bid conference will be held at Singleton Community Center, 7266 Third Road, Bartlett, TN 38135. If you plan to attend, please provide a company name, representative and contact number via email to Cassi Montoya, Facility Manager, at cmontoya@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your proposal.***
5. Experience – Fire System contractor must have at least **two (2) years** previous experience in providing and installing fire systems similar to the bid requirements.
6. Use of Premises - The Contractor shall coordinate the work with Singleton Community Center Facility Manager, Cassi Montoya, at 901-385-5593. Work shall not interfere with the normal conditions and safe operation of the building. Note: Various activities and children may be present during the installation
7. The contractor shall be responsible for keeping a clean work area and remove all excess construction debris and packing from site daily.
8. Supervision - Provide at least one person who shall be present at all times during execution of the work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of the work, and who shall direct the execution of all the work.
9. Warranty of Work - Contractor shall state in the bid documents the standard warranty for the work, along with the manufacturer's warranty for equipment. It will be the responsibility of the Contractor to execute any warranty work that may be necessary during this period.

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

A. SCOPE OF WORK

1. All work will be performed as a “turn-key” project and quoted as one lump sum and to include main fire panel, pull stations, horns, light strobes and all necessary components to complete the project according to the **NFPA 72 Standards**. Note: The bid response shall include a list of all components, including the optional voice activation system.
2. Work is to be scheduled to occur within (2) two weeks of equipment delivery from manufacture to contractor.
3. The Contractor is responsible for the removal of the fire panel and other non-working existing units.
4. Staging area for storage and parking as designated by Singleton Facility Manager. Contractor to be responsible for receiving, unloading, and storage of equipment as necessary for completion of the project, if applicable.
5. Contractor will coordinate work schedule with Singleton Facility Manager prior to equipment shutdowns to limit disruptions to performance or meeting schedules.
6. Contractor shall be responsible for keeping a clean work area and shall remove excess debris from site daily. **Note:** Singleton facility dumpster shall not be used for debris disposal.

A. PRODUCTS AND INSTALLATION

1. Existing fire panel is a non-working unit and shall be disposed of properly. Replacement is to be of current LCD model, along with all components necessary to provide fire protection to both the main building and the gymnasium. System shall include pull stations, horns, strobes, and duct detectors. Voice activated alarm to be priced separately from base bid as an optional addition. **Note:** The building does not have fire sprinklers and are not required for this installation.
2. The City of Bartlett will be responsible for any carpentry or ceiling work, if required, to accommodate the new system.
3. Contractor to provide Operating and Maintenance Data information to include the following:
 - a. Product data with manufacturer’s name; model number; names, addresses, and telephone numbers of suppliers, installers, and servicers; related information for repair, renovation, or additions.

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

B. QUALITY ASSURANCE AND WARRANTY

1. Examine all areas and conditions for compliance with applicable local, state, and federal codes along with the City's technical specifications. **Note:** Bartlett Code Inspector and Fire Marshall to sign off on all areas prior to final payment.
2. Test and adjust controls and safeties; make sure all controls are functioning properly.
3. Monitor occupied and unoccupied areas of operations.
4. Complete final cleaning requirements.
5. Provide manufacturer's warranty form in which manufacturer agrees to replace components of any units that fail in materials or workmanship within one (1) year warranty period.

C. SYSTEM CHECK/FINAL APPROVAL

1. Provide a functional system certification test and all close-out documents.
2. Provide technical support and demonstrate the units operation, adjustment and maintenance of products, equipment and systems to Singleton Facility Manager and maintenance staff.
3. Final approval by Shan Criswell, Parks and Recreation director, along with Bartlett Fire Marshall.

FIRE ALARM PANEL, STROBES AND HORNS
Sealed Bid #: FY2023-03-012
Due Date: April 20, 2023

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

(Include an original, clearly identified, and two complete copies)

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Public Acts 109 Form – PA-1
4. Public Accts 775 Form – PA-2
5. Suspension and Debarment Certification Form – DCF-1 to DCF-3
6. Non-Collusion Affidavit of Principal Bidder—NCA-1
7. Contract Monitoring –CM-1
8. Title VI Plan – Title Vi-1 to Title VI-2
9. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
10. Bid Pricing Sheet—BPS-1 through BPS-4
11. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2020)
12. Past Project References of Similar Work

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER: The Outside Of The Bid Envelope Must List The Required Information As Specified On Page GC-2, Section “f” in This Bid Document.

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents.)

Project No. FIRE ALARM PANEL, STROBES AND HORNS

Proposal of _____ (hereinafter called "Bidder") a
 corporation, organized and existing under the laws of the State of _____
 _____, partnership, or an individual doing business as _____
 _____.

To: City of Bartlett TN (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your Invitation For Bids for the products and installation of **City of Bartlett TN – Fire Alarm Panel, Strobes and Horns**, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the installation of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, including all costs related to shipping and storing of materials to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **90** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum(s):

¹ Insert corporation, partnership or individual as applicable.

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

Bidder agrees to perform all the work described in the specifications for the following price:

TOTAL BASE BID = \$ _____

TOTAL BASE BID IN WORDS:

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Code Enforcement), bonds, and/or insurance, allowances, removal, overhead, profit, et cetera to cover the finished work of the project. **Include an itemized parts and materials list with the bid proposal, including the optional voice activation system.**

OPTIONAL VOICE ACTIVATION SYSTEM

\$ _____

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

Respectfully submitted:

NAME OF FIRM

Email

Authorized Representative
(Typed or Printed)

Phone Number

Authorized Representative Signature
(Required)

Date

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

BB-1

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name_____

_____(L.S.)
 Principal

Surety

By: _____ Print Name:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

BB-2

Attachment: FY2023-03-012 SINGLETON FIRE ALARM PANEL STROBES AND HORNS bid (3347 : Singleton Fire Alarm System - Alternate

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

NOTICE OF AWARD

To: _____

PROJECT Description: **FIRE ALARM PANEL, STROBES AND HORNS**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2023 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required and Certificates of Insurance **within ten (10) calendar** days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2023.

CITY OF BARTLETT

Name: _____

Print Name: David Parsons

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 2023.

Name: _____

Print Name: _____

Title: _____

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
 (Name of Contractor)

called "Principal" and _____ of _____,
 (Surety),

State of _____ herein-after called the "Surety", are held and firmly bound

unto _____ of _____,
 (Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
 (State)

_____ Dollars (\$_____) in
 lawful money of the United States, for the payment of which sum well and truly to be made, we bind
 ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
 presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
 a certain contract with the City, dated the _____ day of _____, 2023 a copy of which is
 hereto attached and made a part hereof for the construction of:

FIRE ALARM PANEL, STROBES AND HORNS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
 undertakings, covenants, terms, conditions, and agreements of said contract during the original term
 thereof, and any extensions thereof which may be granted by the City, with or without notice to the
 Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
 indemnify and same harmless the City from all costs and damages which may suffer by reason of
 failure to do so, and shall reimburse and repay the City all outlay and expense which the City may
 incur in making good and default, and shall promptly make payment to all persons, firms,
 subcontractors, and corporations furnishing materials for or performing labor in the execution of the
 work provided for in such contract, and may authorize extension or modifications thereof, including all
 amounts due for materials, used in connection with the construction of such work, and all insurance
 premiums on said work, and for all labor, performed in such work whether by subcontractor or
 otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the contract or to the work to be
 performed thereunder or the specifications accompanying the same shall in any wise affect its
 obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work or to the specifications.

FIRE ALARM PANEL, STROBES AND HORNS
 Sealed Bid #: FY2023-03-012
 Due Date: April 20, 2023

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2023.

ATTEST:

 Print Name

 Principal

By: _____(s)

 Address - Zip Code

 (Principal) Secretary

(SEAL)

 Witness as to Principal

 Address - Zip Code

ATTEST:

 Surety

By: _____
 Attorney-in-Fact

 Address - Zip Code

 (Surety) Secretary

(SEAL)

 Witness as to Surety

 Address - Zip Code

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

NOTICE TO PROCEED

TO: _____

PROJECT: **FIRE ALARM PANEL, STROBES AND HORNS**

You are hereby notified, in accordance with the Agreement dated _____, 2023, to commence WORK on or before _____, 2023 and you are to complete the WORK within **Ninety (90)** consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2023.

CITY OF BARTLETT

By: _____

Print Name: David Parsons.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **FIRE ALARM PANEL, STROBES AND HORNS.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED.
4. PROCEED and will complete the same within **Ninety (90)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) SPECIFICATIONS issued by **The City of Bartlett Parks and Recreation Department** and dated **March 15, 2023.**
 - (M) ADDENDA: NO._____, Dated _____, 2023

FIRE ALARM PANEL, STROBES AND HORNS

Sealed Bid #: FY2023-03-012

Due Date: April 20, 2023

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.

13. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

14. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: David Parsons

TITLE: Mayor, City of Bartlett

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

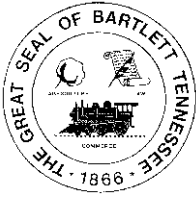
Prepared By: Dick Phebus

Department Head: Dick Phebus

Property, general liability, auto, workers' compensation, and other insurance renewals.

The City of Bartlett received property, general liability, auto, and workers' compensation insurance renewal quotes from Public Entity Partners. Bartlett School Board has elected to renew its general liability insurance separately. Property and workers' compensation insurance are quoted with combined city and school annual premiums as detailed in June 27, 2023 memorandum attached.

Thank you for your consideration of this insurance coverage renewal quotation for fiscal year 2024.



City of Bartlett

David Parsons, Mayor

FINANCE DEPARTMENT MEMORANDUM

DATE: June 27, 2023
TO: Mayor and Board of Aldermen
FROM: Dick Phebus
RE: Property, Liability, Auto, and Other General Insurance renewals

We have received our Property, General Liability, Auto, and other insurance renewal quotes for the 2024 fiscal year. Total premium increase for the City is \$371,396 due to additional coverage and no member dividends from PEP for FY2024. Here is a summary of the various coverages:

	Fiscal 2021		Fiscal 2022		Fiscal 2023		Fiscal 2024	
Gen. Liability, Law Enforcement, E & O, Auto Liability, Auto Physical Damage	City	\$383,849	City	\$440,445	City	\$422,141	City	\$579,788
Building & Property, EDP, Mobile Equip., Employee Dishonesty, Automatic Coverages	City	\$217,160	City	\$247,138	City	\$228,441	City	\$241,575
	Schools	<u>\$314,891</u>	Schools	<u>\$359,371</u>	Schools	<u>\$321,433</u>	Schools	<u>\$339,845</u>
	Total	\$532,051	Total	\$606,509	Total	\$549,874	Total	\$581,420
Workers' Comp.	City	\$544,523	City	\$547,992	City	\$635,606	City	\$836,221
	Schools	<u>74,542</u>	Schools	<u>72,520</u>	Schools	<u>\$101,339</u>	Schools	<u>\$150,331</u>
	Total	\$619,065	Total	\$670,512	Total	\$736,945	Total	\$986,552

Notes:

- Bartlett City Schools has elected to renew their general liability policy separately in FY2024. They will reimburse the City of Bartlett for their share of the building and property premiums and workers' compensation premiums as shown in premium breakdown in Fiscal 2024 column in table above.
- Total Earthquake coverage is \$10 million. (premium included in automatic coverages with Public Entity Partners)
- Workers' Comp base rate did not change. Our experience modifier increased from .867 to .897. Payroll increase \$10.5 million.
- Combined General Liability base rate of 9.4%; increase in Building & Property rate of 8.0% increase due to inflation and increased exposures.
- General liability premium includes coverage (Ransomware, Social Engineering, and Data Restoration Expense.)
- Public Entity Partners did not issue member dividends for FY2024. Dividends in FY2023 were \$246,101.

After carefully reviewing all rates, it is our recommendation that we continue coverage with Public Entity Partners and renew our insurance coverages shown in the table for fiscal year 2024.

Thank you for your consideration of this agenda item.

Attachment: MemoInsuranceRenewFY24 (3342 : PEP Insurance Renewal FY2024)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for May 2023.



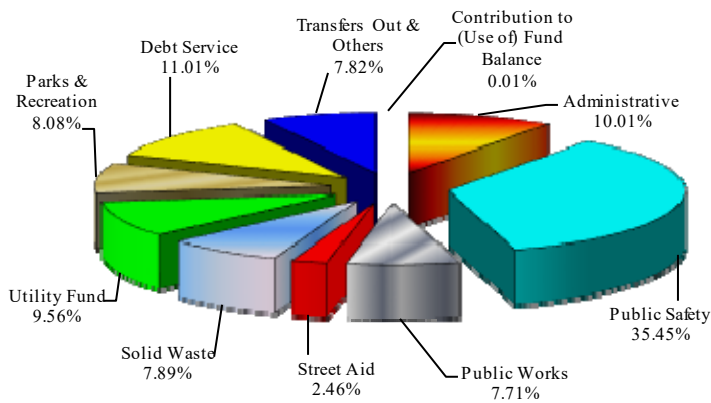
City of Bartlett

FINANCIAL REPORT

May 31, 2023

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

WHERE THE \$ GOES (Does not include School)

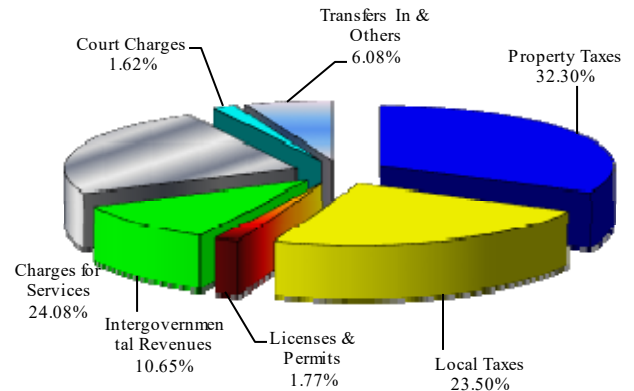


BUDGET HIGHLIGHTS

- Local, State Sales Taxes and Charges for Services are exceeding budget. Other revenues are within budget.
- 2nd delinquent property tax notices will be sent at the end of June.
- Fiscal Year 2024 budget were adopted by the Board of Mayor and Aldermen on May 23. The adopted budget is online on the City's website.

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

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



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

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,505,009	\$ 6,562,730
Public Safety	32,193,764	30,301,861
Public Works	6,967,139	6,098,327
Parks and Recreation	6,661,221	6,547,673
Performing Arts	777,765	701,772
Transfers & Other Gen. Fund Items	6,389,019	6,559,019
Subtotal	\$ 61,493,917	\$ 56,771,382
General Fund Revenues		
Property Taxes	\$ 29,731,000	\$ 29,618,812
Local Taxes	17,178,430	13,873,005
Building and Development Fees	1,626,200	1,443,045
Intergovernmental	7,654,000	6,009,815
Charges for Services	3,745,960	4,163,254
Court Charges	1,258,000	1,155,485
Other Revenue	300,327	817,832
Subtotal	\$ 61,493,917	\$ 57,081,246
Special Rev. Funds - Expenditures	\$ 11,024,872	\$ 12,243,741
Special Rev. Funds - Revenues	\$ 11,024,872	\$ 15,226,677
Utility Expenses	\$ 10,365,019	\$ 7,463,000
Utility Revenues	\$ 10,365,019	\$ 9,439,762
Debt Service Expenditures	\$ 9,171,000	\$ 9,087,738
Debt Service Revenues	\$ 9,171,000	\$ 8,147,285
Total Expenditures	\$ 92,054,808	\$ 85,565,862
Total Revenues	\$ 92,054,808	\$ 89,894,970

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

Attachment: May23FinRprt (3346 : Treasurer's Report for May 2023)



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

	FY 2022 Actual	FY 2023 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2022	Year-to-Date Actual FY 2023	Increase/ Decrease in \$	Percent of FY 2022 Actual	Percent of FY 2023 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,062,728	\$ 8,505,009	\$ 1,442,281	\$ 6,320,141	\$ 6,562,730	\$ 242,589	89.49%	77.16%	-12.32%
Public Safety	30,777,032	32,193,764	1,416,732	28,880,084	30,301,861	1,421,777	93.84%	94.12%	0.29%
Public Works	5,986,620	6,967,139	980,519	5,355,968	6,098,327	742,359	89.47%	87.53%	-1.94%
Parks and Recreation	6,698,298	6,661,221	(37,077)	5,792,000	6,547,673	755,673	86.47%	98.30%	11.83%
Performing Arts	731,876	777,765	45,889	652,229	701,772	49,543	89.12%	90.23%	1.11%
Transfers & Other Gen. Fund Items	9,161,033	6,389,019	(2,772,014)	8,762,019	6,559,019	(2,203,000)	95.64%	102.66%	7.02%
Total General Fund Expenditures	\$ 60,417,587	\$ 61,493,917	\$ 1,076,330	\$ 55,762,440	\$ 56,771,382	\$ 1,008,942	92.30%	92.32%	0.03%
General Fund Revenues									
Property Taxes	\$ 29,671,002	\$ 29,731,000	\$ 59,998	\$ 29,473,018	\$ 29,618,812	\$ 145,793	99.33%	99.62%	0.29%
Local Taxes	16,586,268	17,178,430	592,162	13,119,078	13,873,005	753,927	79.10%	80.76%	1.66%
Building and Development Fees	1,632,022	1,626,200	(5,822)	1,388,375	1,443,045	54,670	85.07%	88.74%	3.67%
Intergovernmental	7,611,046	7,654,000	42,954	5,623,538	6,009,815	386,276	73.89%	78.52%	4.63%
Charges for Services	4,001,941	3,745,960	(255,981)	3,528,293	4,163,254	634,961	88.16%	111.14%	22.98%
Court Charges	1,351,432	1,258,000	(93,432)	1,226,010	1,155,485	(70,525)	90.72%	91.85%	1.13%
Other Revenue	1,128,797	300,327	(828,470)	1,086,602	817,832	(268,770)	96.26%	272.31%	176.05%
Total General Fund Revenues	\$ 61,982,507	\$ 61,493,917	\$ (488,590)	\$ 55,444,914	\$ 57,081,246	\$ 1,636,332	89.45%	92.82%	3.37%
Special Revenue Funds									
Street Aid Fund	\$ 2,389,204	\$ 2,260,000	\$ (129,204)	\$ 2,121,528	\$ 1,445,749	\$ (675,779)	88.80%	63.97%	-24.83%
Solid Waste Fund	6,803,184	7,323,166	519,983	6,240,056	5,911,001	(329,055)	91.72%	80.72%	-11.01%
General Improvement Fund	733,947	877,050	143,103	727,685	608,365	(119,320)	99.15%	69.36%	-29.78%
Drug Enforcement Fund	322,685	297,000	(25,685)	309,187	174,400	(134,787)	95.82%	58.72%	-37.10%
DEA Enforcement Fund	164,685	125,000	(39,685)	164,214	3,720	(160,495)	99.71%	2.98%	-96.74%
Drainage Control Fund	116,228	129,656	13,428	105,781	108,927	3,145	91.01%	84.01%	-7.00%
Park Improvement Fund	150,000	0	(150,000)	157,921	0	(157,921)	0.00%	0.00%	0.00%
E-Citation Fund	17,620	13,000	(4,620)	11,050	667	(10,383)	0.00%	5.13%	5.13%
Grant Funds	6,947,500	0	(6,947,500)	5,011,240	3,990,913	(1,020,327)	72.13%	0.00%	-72.13%
Special Revenue Funds - Expenditures	\$ 17,645,053	\$ 11,024,872	\$ (6,620,180)	\$ 14,848,662	\$ 12,243,741	\$ (2,604,921)	84.15%	111.06%	26.90%
Special Revenue Funds - Revenues	\$ 16,570,143	\$ 11,024,872	\$ (5,545,271)	\$ 14,114,274	\$ 15,226,677	\$ 1,112,403	85.18%	138.11%	52.93%
Utility Fund									
Total Utility Operations	\$ 7,539,977	\$ 9,381,516	\$ 1,841,539	\$ 6,809,392	\$ 6,522,813	\$ (286,580)	90.31%	69.53%	-20.78%
Total Utility Debt Expenses	1,170,856	983,503	(187,353)	1,189,411	940,188	(249,224)	101.58%	95.60%	-5.99%
Total Utility Expenses	\$ 8,710,833	\$ 10,365,019	\$ 1,654,186	\$ 7,998,804	\$ 7,463,000	\$ (535,804)	91.83%	72.00%	-19.82%
Total Utility Revenues	\$ 10,407,936	\$ 10,365,019	\$ (42,917)	\$ 9,073,053	\$ 9,439,762	\$ 366,708	87.17%	91.07%	3.90%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,426,930	\$ 9,171,000	\$ (255,930)	\$ 9,426,258	\$ 9,087,738	\$ (338,520)	99.99%	99.09%	-0.90%
Total Debt Service Revenues	\$ 10,032,224	\$ 9,171,000	\$ (861,224)	\$ 8,905,549	\$ 8,147,285	\$ (758,264)	88.77%	88.84%	0.07%
Total Expenditures	\$ 96,200,402	\$ 92,054,808	\$ (4,145,594)	\$ 88,036,165	\$ 85,565,862	\$ (2,470,303)	91.51%	92.95%	1.44%
Total Revenues	\$ 98,992,811	\$ 92,054,808	\$ (6,938,003)	\$ 87,537,790	\$ 89,894,970	\$ 2,357,179	88.43%	97.65%	9.23%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3324)

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3324

Resolution 14-23, a resolution to amend the FY2023 General Fund budget to provide funds for LED Street Light Conversion Project.

WHEREAS, the City of Bartlett has entered into an agreement with Memphis Light Gas & Water Division (the Distributor) to upgrade the City's current street light fixtures to LED fixtures acceptable to the Distributor; and

WHEREAS, the agreement requires certain upfront costs to be paid to the Distributor by the City of Bartlett prior to commencement of this LED fixture project; and

WHEREAS, the City of Bartlett wishes to provide partial funding in its Capital Improvement Program (CIP) budget for this LED Street Light Conversion Project by transferring surplus funds in the General Fund to the CIP fund; and

WHEREAS, the Finance Department has determined there is a surplus Fund Balance in the City's General Fund to provide for this transfer;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Fund FY2023 budget is amended to transfer necessary funds to its CIP Fund to provide funding for the LED Street Light Conversion Project. General Ledger accounts to be amended are shown in the table below.

Account	Description	Amount
110.46000.999	Transfers Out to Capital Improvement Fund	\$1,350,000
110.30000.36990	Use of Fund Balance	\$1,350,000
311.48311.36700.112	Transfer in from General Fund	\$1,350,000
311.48311.780.112	LED Street Light Conversion Project	\$1,350,000

Adopted this day of June 27, 2023

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 # 3341)

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3341

Resolution 17-23, a resolution to donate surplus personal property to the Rossville Fire Department.

WHEREAS, the City of Bartlett currently owns a SCBA Air Compressor which has been declared surplus property by the Bartlett Fire Department; and

WHEREAS, the Town of Rossville has expressed a desire to obtain this surplus personal property from the City of Bartlett for use in its Fire Department; and

WHEREAS, Tennessee Code Annotated, §12-2-420 grants authority to transfer surplus personal property among governmental entities; and

WHEREAS, the Board of Mayor and Aldermen of Bartlett, Tennessee has determined that it is good public policy to transfer by gift surplus personal property to other local governmental entities as circumstances and needs arise,

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the above noted fire department air compressor, declared as surplus personal property by the City of Bartlett Fire Department is hereby transferred by gift to the Town of Rossville Fire Department.

Adopted this day of June 27, 2023

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 # 3345)

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3345

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

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

WHEREAS, the Department has received notice of a \$284,217.00 grant from the Office of Criminal Justice Programs (OCJP) to purchase vehicles and supplies to assist in the prevention of violent crime; and

WHEREAS, the Department wishes to recognize the award of this grant funding which will be distributed on a reimbursement basis; and

WHEREAS, the award letter and contract for these OCJP fundings are provided as attachments to this resolution;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett Grant Fund FY2024 budget is amended by including the above grant revenues and expenditures. General Ledger accounts, with description, to be amended are presented in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33680.02323	OCJP Grant Award	\$284,217	
131.42100.341.02323	Supplies		\$101,789
131.42100.935.02323	Vehicles		\$182,428

Adopted this day of June 27, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____

Penny Medlock, City Clerk



April 13, 2023

David Parsons, Mayor
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Dear Mayor Parsons:

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

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

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



- c. Per the Use of State Contracts for Law Enforcement Radios and LPR Equipment Purchase Certification, your agency must "comply with the purchasing of said items under the regulations outlined in the grant solicitation."
6. Per discussions with your agency staff, even though your contract is now executed, your FY23 budget does not have funds. This means **your agency should not spend any funds toward this project until July 1st at the earliest.** Any spending prior to July 1st would be unallowable and non-reimbursable. Funds do not carry over from fiscal year to fiscal year. If you have questions about this, we are happy to discuss it with you at your convenience.

Your Project Management Specialist is Aimee Curley. For questions or assistance regarding this contract, please contact Aimee Curley, at (615) 532-2277, or email Aimee.Curley@tn.gov. We look forward to our continued partnership with you.

Sincerely,

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

Jennifer Brinkman
Director

cc: J.J. Leatherwood, Chief Inspector
File

Attachment: Cover Letter VCIF Grant (3345 : Res. 18-23 Office of Criminal Justice Program Grant)

MEMORANDUM

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

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

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

DATE: March 30, 2023

SUBJECT: Distribution of Grant Funds

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

Grant Award Type: **VCIF**

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

Authorized Agency: **City of Bartlett**

Edison ID#: **NEW**

County Location: **79000**

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

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

This grant includes indirect costs: ☐ Yes ☒ No

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

For questions or assistance regarding this contract, please contact **Aimee Curley** at Aimee.Curley@tn.gov or (615) 532-2277.

STATE AGENCIES ONLY

Match Source (select all that apply):

☐ Cash

☐ In-kind

☐ Miscellaneous Appropriations

Positions (if applicable):

Number of Full-time: _____

Number of Part-time: _____

POST OBF PROCESSING:

Signed Grant Contract Attached to Edison DGA Transactional Page:

Attached By (Initials): _____

Date Attached: _____

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 5/1/2023		End Date 6/30/2024		Agency Tracking # -	Edison ID
Grantee Legal Entity Name City of Bartlett					Edison Vendor ID 1617
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number: N/A Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Formula Based Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY23	\$ 0.00				\$ 0.00
FY24	\$284,217.00				\$284,217.00
FY25					
TOTAL:	\$284,217.00				\$284,217.00
Grantee Selection Process Summary					
☒ Competitive Selection ☐ Non-competitive Selection		The Competitive Selection process utilized was as per the DGA.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart FA00003518		Account Code City - 71302000			

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

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

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

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

This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

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

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

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

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

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 5/1/2023 ("Effective Date") and extend for a period of Fourteen (14) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Eighty Four Thousand Two Hundred Seventeen Dollars (\$284,217.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2023 and Attachment A-1 for fiscal year 2024, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the

total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Aimee Curley, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Aimee.Curley@tn.gov
 Telephone # (615) 532-2277

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

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

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations

related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under

this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

- E.6. State Sponsored Insurance. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental entity as defined by federal law applicable to ERISA. Grantee must submit all required documentation to the Department of Finance and Administration and receive approval on or before July 1, 2023, to comply with this grant requirement.
- E.7. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 - 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

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

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

IN WITNESS WHEREOF,

CITY OF BARTLETT:

David Parsons Digitally signed by David Parsons
Date: 2023.03.30 10:34:07 -05'00' **3-30-2023**

GRANTEE SIGNATURE

DATE

David Parsons, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VCIF
 OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: City of Bartlett Federal ID Number (FEIN): 62-6011034 UEI Number: SAM Expiration Date: Fiscal Year End Date: June 30		Implementing Agency: Name: Bartlett Police Department Address: 3730 Appling Road Bartlett, TN 38133-	
Will You Have Any Subcontracts? No			
Project Title: Formula Based Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) David Parsons, Mayor 6400 Stage Road Bartlett, 38134		Phone Number: (901) 385-6444 EXT:	E-Mail Address: dparsons@cityofbartlett.org
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) J.J. Leatherwood, Chief Inspector 3730 Appling Road Bartlett, 38133		Phone Number: (901) 385-5560 EXT:	E-Mail Address: jjleatherwood@bartlettpolice.org
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Dick Phebus, Finance Director 6400 Stage Road Bartlett, 38134		Phone Number: (901) 385-1060 EXT:	E-Mail Address: dphebus@cityofbartlett.org
County/Countries Served (Type ALL if Statewide): Shelby			
U.S. Congressional District(s): 8			

Attachment: City of Bartlett VCIF FY23-FY24 EXECUTED (3345 : Res. 18-23 Office of Criminal Justice Program Grant)

Formula Based Grant - Scope of Services Violent Crime Intervention Fund Grant FY 2023-2025

*This scope template is for agencies applying for **Formula Based Grant** funding, which is intended to support **local law enforcement** in developing and implementing proven public safety strategies to combat **violent crime** in their community. Click [here](#) to view the Formula Funding Plan.*

*All VCIF applicants are **strongly encouraged** to work closely with the University of Tennessee Institute for Public Service to access training and technical assistance in crafting this application.*

APPLICANT AGENCY NAME: Bartlett Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

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

- A.1. Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.

The City of Bartlett is situated in Shelby County, Tennessee, and is home to nearly 60,000 residents. The city recognizes the importance of providing for the safety and security of its citizens; and employs a full-service police department that has the responsibility to protect and serve the citizens of Bartlett. The mission of the Bartlett Police Department, in partnership with the residents of the community, is to protect the lives and property of those citizens, to understand and respond to the specific needs of the community and to improve the quality of life for the citizens by building capacities to maintain order, resolve problems, prevent crimes through high visibility and community- oriented policing concepts and apprehend criminals in a manner consistent with the Constitution of the United States, the laws of the State of Tennessee, and the ordinances of the City of Bartlett.

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

A recent study found that specific communities within Shelby County, Tennessee, are considered some of the most dangerous areas in the United States [1]. As a result, violent crime from these areas frequently overflows into the surrounding suburbs, including the City of Bartlett. These violent crimes range from assault and theft to robberies, rapes, and murder. To prevent and reduce violent crime, the Bartlett Police Department aims to address the root cause of this problem. Investigators have identified auto burglaries and motor vehicle thefts as catalysts for violent crimes. In numerous instances, persons

responsible for violent acts within the jurisdictional boundaries of the City of Bartlett and those neighboring jurisdictions were operating stolen vehicles as a conveyance during the commission of violent acts. In addition, these perpetrators are often armed with stolen firearms acquired from previous theft and burglary offenses.

The following table shows the Bartlett Police Department violent crime data from the TIBRS CrimeInsight over the previous two (2) years:

Offense	2020	2021
Murder	1	0
Aggravated Assault	151	156
Robbery	13	21
Weapon Law Violations	98	121
Motor Vehicle Theft	77	84
Auto Burglary	382	251

In the previous two (2) years, the Bartlett Police Department has investigated over two hundred (200) incidents in which a weapon was either stolen during a crime or present during the commission of a crime. When a weapon is stolen during the course of an incident, it is often then used to commit additional violent crimes in the future. Moreover, the Bartlett Police Department has investigated over 30 robberies and 300 aggravated assaults. These violent crimes are often committed using vehicles that were stolen in previous crimes. The 2022 crime statistics are showing an increase in Motor Vehicle Thefts and Auto Burglaries. As a catalyst for violent crime, this increase will inevitably result in an increase in more violent crime.

A 2016 U.S. Department of Justice Special Report showed that about 29% of state and 36% of federal prisoners serving a sentence for a violent crime possessed a firearm during the crime. The study further showed the method used to obtain the firearm [2], “the most common source (43%) was off-the-street or the underground market. Another 7% of state and 5% of federal prisoners stole the firearm, and 7% of state and 8% of federal prisoners reported that they obtained the firearm at the location of the crime.” Another 25% of prisoners stated the firearm was obtained from an individual.

On May 20, 2022, the Bartlett Police Department arrested four (4) suspects in a stolen vehicle. A search of the suspects revealed two (2) firearms on two of the suspects. Using firearm and ballistic forensics, it was discovered that one (1) of the firearms was used in three (3) separate attempted murders within the previous six months.

On June 21, 2022, the Bartlett Police Department arrested three (3) suspects inside a stolen vehicle. Inside the stolen vehicle, Officers found 1 firearm. A search of the firearm’s serial number revealed that it was stolen during an aggravated burglary. Using firearm and ballistic forensics, it was discovered that the stolen firearm was used in two

separate attempted murders in the previous four months and one additional weapons crime.

On June 22, 2022, the Bartlett Police Department arrested three (3) suspects in a stolen vehicle. Inside the stolen vehicle, Officers found 7 firearms. Using firearm and ballistic forensics, it was discovered that one (1) of the firearms was used in three separate attempted murders within the previous six months.

On January 11, 2023, six (6) suspects armed with firearms exited a white Nissan Altima and carjacked a BMW SUV in Memphis, TN. In the 24 hours following the carjacking, both vehicles were used to commit numerous auto burglaries throughout Shelby County, TN. It was discovered that the white Nissan Altima used in the carjacking was also stolen in the days prior.

In addition, as law enforcement identifies these significant areas of concern, targeted intervention methods can be implemented to curtail criminal activity. A 2017 study in Port St. Lucie, FL, on tactical response to micro-time hotspots for thefts from vehicles supported this idea and discovered a statistically significant crime reduction when police were able to direct their response to known hot spots. [3] “These results suggest that the tactical police responses implemented in the treatment group micro-time hot spots resulted in fewer thefts from vehicles, compared with the comparison group that did not receive these tactical responses.” This study shows that the ability to identify and monitor hot spot areas can significantly decrease criminal activity known to lead to future violent crime.

All the above-mentioned incidents occurred in identified “hot spots” within the city. The ability to identify these vehicles and those responsible for committing such crimes is paramount. It is the goal of the Bartlett Police Department to direct uniformed patrol officers to these hot spot areas. However, due to equipment issues, the Department has been limited in its ability to provide directed patrol in these hot spot areas. The vehicle fleet of the Bartlett Police Department has become increasingly diminished and the recent increase in the cost of vehicles has prevented the department from maintaining its optimal number of patrol vehicles. This discrepancy in vehicles often requires officers to ride together in one vehicle, preventing the ability to direct patrol into the hot spot areas due to calls for service.

A recent NPR study report showed that the cost of a new car has grown approx. 60% since 2012 [4]. Likewise, the cost of maintenance and repairs for vehicles has also increased by 39% within the same timeframe. The funding provided by the VCIF will supply the Bartlett Police Department with the additional vehicles necessary to ensure patrol efforts can be directed to hot spot areas.

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

Based on the above information, it is the goal of the Bartlett Police Department to specifically target crimes that are known to involve violent criminals. Using crime data and multi-agency collaboration, we have identified Motor Vehicle Thefts and Burglaries as the catalyst for violent crime. By reducing vehicle thefts and burglaries, we will

significantly hinder criminals' ability to obtain the conveyances and firearms necessary to commit future crimes.

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

The purchase price of a new police vehicle has increased by over 15% since 2022. The 2023 Durango Cost is \$39,592 whereas the 2022 Durango Cost was \$33,483. The cost to outfit such vehicles has also endured a drastic price increase. The total cost to completely outfit a patrol vehicle is nearly \$70,000. This significant cost has severely limited the number of patrol vehicles the Bartlett Police Department can purchase annually. It is no longer viable for the department to purchase vehicles at the rate we are taking vehicles out of service.

The Bartlett Police Department currently maintains a fleet of 96 Patrol Vehicles. Of these vehicles, 11 have recently been placed out of service due to mechanical failures and or safety issues. Furthermore, 15 of these vehicles are in excess of 10 years old and an additional 20 of these vehicles have excessive mileage resulting in the near end of life. It is anticipated that the Department will expend \$228,000 on vehicle maintenance during its current fiscal year. In our previous fiscal year, the Department expended \$208,000 in order to maintain its fleet of patrol vehicles.

In addition to our efforts to combat these contributors to violent crimes, the Bartlett Police Department seeks to improve our response to active, violent situations. On September 23, 2021, Bartlett Police officers responded to a mutual aid request regarding an active shooter in the Town of Collierville at a local grocery store. Patrol officers, detectives, and command staff members alike responded to the incident in a mutual aid capacity. Many of the responders lacked the necessary equipment to properly and safely engage in this violent situation. The addition of additional equipment would allow for more rapid and safe deployment of officers in the event of an active and violent incident.

The Bartlett Police Department recognizes the importance of providing for the safety and security of its citizens; and seeks to increase methods of crime prevention and detection within its boundaries to reduce the potential for violence and continuously improve the quality and enjoyable opportunities for our community members. The equipment purchased utilizing VCIF funding will provide law enforcement the ability to actively patrol areas where there is a high likelihood of crimes, known to lead to future violent crimes, occur.

B. **PURPOSE**

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

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

Goal 1: Increase the number of patrol vehicles available for responding to and combating violent crime trends.

Objective 1.1: Purchase four (4) patrol vehicles.

Activities 1.1.1: Contract with local, state, and/or federal contract vendors to procure Dodge Durango Police vehicles.

Activities 1.1.2: Outfit each vehicle with the necessary markings, emergency equipment, and communications equipment.

Objective 1.2: Purchase four laptop computers and a network-capable mobile data terminal (MDT) that will enable violent crime investigators to analyze data and collect information in the field.

Activities 1.2.1: Work with state and federal contract vendors to procure computer equipment that is capable of meeting the needs of violent crime investigators.

Activities 1.2.2: Conduct field investigations and analyze data in the field as a part of case preparation for the successful prosecution of violent crimes.

Objective 1.3: Deploy newly acquired vehicles to provide directed patrol in hot spot areas.

Activities 1.3.1: Direct specific and targeted patrols to hot spot areas identified using available data and crime trend statistics.

Objective 1.4: Purchase four (4) WatchGuard in-car camera systems that will provide video evidence of violent crimes and subsequent investigations as a part of case preparation for the successful prosecution of violent crimes.

Activities 1.4.1: Work with state and federal contract vendors to procure computer equipment that is capable of meeting the needs of violent crime investigators.

Activities 1.4.2: Conduct field investigations and analyze data in the field as a part of case preparation for the successful prosecution of violent crimes.

Goal 2: Equip patrol officers with mechanical breaching equipment necessary to respond to violent encounters.

Objective 2.1: Acquire mechanical breaching equipment for officers.

Activity 2.1.1: Work with state and federal contract vendors to procure appropriate breaching equipment.

Activity 2.1.2: Deploy mechanical breaching equipment to applicable personnel in the field.

C. COLLABORATION

- C.1. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

Although no formal community-based (nonprofit) partners are currently in place for this project, future considerations will be taken to broaden the scope and use of this project to involve such partners.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

- D.1 List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?

1. Purchase four (4) Dodge Durango patrol vehicles.
 - a. Each Patrol vehicle has the following equipment installed or included for normal operations:
 - i. Emergency Lighting - Front/Rear Internal light bars, front grill lights, under mirror lights, and side view lighting.
 - ii. Emergency Siren Kit with control assembly, speakers, and associated mounting brackets.
 - iii. Weapon mounts; push bumpers, prisoner partition, cargo barrier, window armor.
 - iv. Police-specific center console with laptop mounting post.
 - v. Trunk Vault for secured equipment/evidence storage.
 - vi. Vehicle computer hardware, which includes a laptop dock, wireless router, antenna, and power supply.
 - vii. Panasonic Tough Book Computer
 - viii. Watchguard Cameras System, which includes an in-car forward view camera, in-car back seat camera, and body camera/microphone.
 - ix. Police vehicle graphics and window tinting.
 - b. The newly purchased patrol vehicles will provide the ability to increase the number of patrol units in service at any given time. These additional units will be directed to patrol hot spot areas where there is a high likelihood of intercepting and deterring crimes known to lead to further violent crime.
 - c. The computer hardware installed in the patrol vehicles will be utilized to conduct on-scene investigations into violent crime incidents and potential future violent crime.
2. Purchase mechanical breaching kits for patrol officers.
 - a. The mechanical breaching equipment will be deployed in everyday field operations to expedite the response and tools available to safely and efficiently handle violent incidents.

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

No additional staff is required.

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

- a. Once the four (4) Dodge Durango's are purchased, they will be outfitted with all necessary emergency and communications equipment. Once fully outfitted, these patrol vehicles will be directed to patrol known hot spot areas on a daily basis.
- b. Once the mechanical breaching equipment is purchased, it will be strategically distributed amongst patrol officers. This additional breaching equipment will expedite the ability of officers to overcome barricades when responding to violent incidents.

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

- a. The deployment of four (4) additional patrol vehicles will provide the Department the ability to increase directed patrols to known hot spot areas. This additional deployment will provide an increase in police visibility in necessary areas and increase the number of individual officers available to respond to violent crimes. Response times to violent incidents will be reduced due to the additional patrol units throughout the city.
- b. Often, violent criminals attempt to evade capture by fleeing or barricading themselves. Typically, the S.W.A.T. is the only unit capable of gaining entry into barricaded areas. This additional breaching equipment will expedite the ability of officers to overcome barricades when responding to these violent incidents.

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

PROJECTED TIMELINE	ACTIVITY	INDIVIDUAL RESPONSIBLE
3 Months after Contract Execution	Work with vendors to procure four (4) Dodge Durango Police Vehicles	Captain Brandon Thornton
3 Months after Contract Execution	Purchase mechanical breaching equipment	Captain Brandon Thornton
3-6 Months after Contract Execution	Deploy breaching equipment in the field	Captain Brandon Thornton
3-12 Months after Contract	Purchase four (4) Dodge Durango Police Vehicles; Communications, computers,	Captain Brandon Thornton

Execution	and emergency equipment for vehicles.	
12-14 Months after Contract Execution	Install all necessary emergency and communications equipment in Police Vehicles	Captain Brandon Thornton
Report Submission As Required	Report Required Benchmark & Outcome Reporting	Captain Brandon Thornton
End of Contract Period	Submit Program Output Reports	Captain Brandon Thornton

E. OUTPUTS

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

Goal 1

- # of Dodge Durango Police Vehicles purchased
- # of deployments of each vehicle directed to patrol hot spot areas
- # of felony arrests as a result of targeted patrols
- # of misdemeanor arrests as a result of targeted patrols

Goal 2

- # of breaching equipment purchased
- # of times breaching equipment utilized

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the agency will collect the data related to violent crime and ongoing investigations and how that data will be shared within the organization and with partner agencies. Identify how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.

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

Bartlett Police Department's current patrol log system will continue to keep a daily log of each vehicle's use. This patrol log will document areas patrolled, mileage, arrest information, and calls for service. This data will be analyzed and used to further direct our efforts to combat violent crime.

G. ACCOUNTABILITY

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

This funding will provide long-term resources that will extend well beyond the scope of the funding. The items purchased with this funding will be continuously utilized to combat violent crime throughout the region. This funding will provide items that will allow the department to identify violent crime trends and allow for active patrolling of all hot spot areas identified.

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

The items purchased with the VCIF funds will be an integral part of investigations going forward. Having the ability to provide directed patrols to known hot spot areas will alleviate a reactive approach to combating violent crime and allow the Bartlett Police Department to be proactive in its effort to combat violent crimes in these known hot spot areas.

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

The vehicles, cameras, computers, and breaching equipment listed in the Capital Purchase and Supplies categories will be assigned to the person designated by the project director.

Bartlett PD Policy #19-04 – Specialized Vehicles addresses the procedures for use as well as the management and storage of such equipment.

Bartlett PD Policy #17-18 – Body Worn Camera Use & Operation & Policy #17-19 – In-car Camera / Audio & Video Recording address the procedures for use as well as the management and storage of such equipment.

The project manager may provide specific direction by a memo as outlined in Bartlett PD Policy # 03-02 – Personal Police Vehicle Program.

All purchases made with VCIF funding will be used in the scope of the VCIF project. These items are specifically tailored toward combating violent crime. Captain Brandon Thornton will be responsible for ensuring that all items purchased using VCIF funds are used in a continuous effort to combat violent crime and identify violent crime trends.

ATTACHMENT A-1

Page 1

GRANT BUDGET				
AGENCY NAME: Bartlett Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 05/01/023 END: 06/30/2023				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$0.00	\$0.00	\$0.00

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Agency: Bartlett Police Department

Fund Source: VCIF

Solicitation Identification Title: Violent Crime Intervention Fund: Formula Grant

SALARIES, BENEFITS & TAXES	AMOUNT
TOTAL	\$0.00
PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
TOTAL	\$0.00
SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
TOTAL	\$0.00
TRAVEL, CONFERENCES & MEETINGS	AMOUNT
TOTAL	\$0.00
INSURANCE	AMOUNT
TOTAL	\$0.00
SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
TOTAL	\$0.00
DEPRECIATION	AMOUNT
TOTAL	\$0.00
OTHER NON-PERSONNEL	AMOUNT
TOTAL	\$0.00
CAPITAL PURCHASE	AMOUNT
TOTAL	\$0.00
INDIRECT COST	AMOUNT
TOTAL	\$0.00
IN-KIND EXPENSE	AMOUNT
TOTAL	\$0.00

ATTACHMENT A-1

Page 1

GRANT BUDGET				
AGENCY NAME: Bartlett Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula Based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$101,789.00	\$0.00	\$101,789.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$182,428.00	\$0.00	\$182,428.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$284,217.00	\$0.00	\$284,217.00

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

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

ATTACHMENT A-1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

Agency: Bartlett Police Department

Fund Source: VCIF

Solicitation Identification Title: Violent Crime Intervention Fund: Formula Grant

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Patrol Vehicle Computer Hardware (Laptop Dock, Router, Antenna, Power Supply) (\$3,160 each x 4 units)	\$12,640.00
Panasonic Tough Book Mfg. Part#: FZ-G2BZ02LKM (\$4,913 each x 4 Units)	\$19,652.00
Labor for Installation of Patrol Vehicle Emergency Equipment (\$1,099 each x 4 Units)	\$4,396.00
Front / Rear Emergency Lighting - Internal Light Bars (\$1,698 each X 4 Units)	\$6,792.00
Grille / Mirror / Side Emergency Lighting (\$1,335 each x 4 Units)	\$5,340.00
Push Bumper (\$437 each x 4 Units)	\$1,748.00
Weapon Mount - Vertical Mount to Flat / Recessed (\$525 each x 4 Units)	\$2,100.00
Trunk Vault for sensitive equipment (\$2,534 each x 4 Units)	\$10,136.00
Center Console Assembly and Computer Stand (\$941 each x 4 Units)	\$3,764.00
Siren Kit with Controller, Speakers, and Brackets (\$1,625 each x 4 Units)	\$6,500.00
Prisoner Partition, Cargo Barrier & Window Armor (\$1,632 each x 4 Units)	\$6,528.00
Miscellaneous Wire, Splices, Loom, Conectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc. (\$337 each x 4 Units)	\$1,348.00
Police Vehicle Graphics and Window Tint (\$1,480 each x 4 Units)	\$5,920.00
Blackhawk Tactical Entry Kit (\$560 each x 20 Units)	\$12,600.00
JNTactical Window Breaching Pole	\$1,300.00
JNTactical Breaching Pole 5' Extension	\$600.00
JNTactical Breaching Pole 90 Degree Extension	\$425.00
TOTAL	\$101,789.00

CAPITAL PURCHASE	AMOUNT
Dodge Durango Patrol Vehicles - State contract #209 - 4 units - \$39,592 ea	\$158,368.00
WatchGuard Cameras In-Car / Body Cameras \$6,015 x 4 units	\$24,060.00
TOTAL	\$182,428.00

ATTACHMENT B

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 1617

Is City of Bartlett a parent? Yes ☐ No ☒

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Bartlett a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Mayor David Parsons

Address: 6400 Stage Road Bartlett, TN 38134

Phone number: 901-385-6444

Email address: dparsons@cityofbartlett.org

Parent entity's Edison Vendor ID number, if applicable: 1617



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3343)

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3343

Resolution 19-23, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by SAVVIK Buying Group.

WHEREAS, SAVVIK is a national purchasing cooperative, based in Minnesota, serving both the public safety organizations and professionals; and

WHEREAS, SAVVIK awards its contracts based on the same competitive solicitation processes authorized by the City of Bartlett and approved by the Tennessee Comptroller of the Treasury; and

WHEREAS, the City's purchasing function in most cases elects to complete its own procurements but recognizes that, on occasion, a greater cost savings and a streamlined procurement process may be achieved through participation in such a cooperative procurement; and

WHEREAS, local government entities become participating members of SAVVIK by completing an online membership agreement, at no cost, and the Finance Director/Purchasing Agent could be authorized to execute and submit the document; and

WHEREAS, TENN. CODE ANN. § 12-3-1205(b) provides that local governments may participate in a master agreement by adopting a resolution accepting the terms of the master agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, THAT:

SECTION I: The Mayor or his designee be, and hereby is, authorized to execute an

Agreement with SAVVIK allowing the City of Bartlett to be a Participating Member of SAVVIK with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s).

SECTION 2: This Resolution shall take effect from and after its passage, the public welfare requiring it.

Adopted this day of June 27, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: June 27, 2023

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to authorize competitive bid contracts sponsored by SAVVIK Buying Group

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to authorize the Mayor or his appointee to execute an agreement with SAVVIK, a national purchasing cooperative based in Minnesota for the purpose of streamlining purchases of fire, ambulance and public safety and other equipment.

BACKGROUND: The City of Bartlett has recently experienced significant delays and/or equipment purchase cancellations due to disruptions in equipment supply chains. Delays have ranged from six months to eighteen months in receiving equipment once an order is placed. SAVVIK is a national purchasing cooperative, having secured contracts with vendors that supply equipment to state and local governments. The contracts with SAVVIK are similar to the State of Tennessee state-wide contracts for equipment and supplies.

DISCUSSION:

- Tennessee Code Annotated 12-3-1205 allows local governments to participate in cooperative purchasing agreements by adopting a resolution accepting the terms of the master agreement. A copy of TCA 12-3-1205 is attached to this resolution for reference purposes.

BUDGET IMPACT: Approval of the resolution will allow the city to participate in cost savings and other benefits provided by using SAVVIK as a vendor for capital asset acquisitions previously budgeted in the City's regular operating budget or in the approved CIP budget.

PROPOSED MOTION: To approve resolution as presented authorizing the use of competitive bid contracts sponsored by SAVVIK.



EAGLE COUNTY HEALTH SERVICE DISTRICT – COOPERATIVE PURCHASING AGREEMENT

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register by form or electronically with Eagle County Health Service District, dba Eagle County Paramedic Services ("Eagle County"), Public Safety Association Inc and managed by the North Central EMS Corporation, dba Savvik Buying Group or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through Eagle County and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

- 1. That each party will facilitate the cooperative procurement of Products.
- 2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- 4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
- 5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
- 6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non- procuring party harmless from any liability that may arise from action or inaction of the procuring party.
- 8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination. Participating Public Agency is not required or obligated to any purchase threshold in order to use Eagle County contracts. Contract is at will.
- 9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Signed _____ Printed Name David Parsons
Title Mayor Date June 27, 2023
Agency Name City of Bartlett, Tennessee Phone 901-385-1060
Address 6400 Stage Road City Bartlett State TN ZIP 38134
Public Safety Association Inc Signature _____ Date 6/16/23

Please return to help@savvik.org or fax back to 320.295.7098

From: Greg Worley <Greg.Worley@cot.tn.gov>
Date: Thursday, October 1, 2020 at 8:49 AM
To: Mickey Schulte <mschulte@savvik.org>
Cc: Greg Cothron <Greg.Cothon@cot.tn.gov>, Bryan Burklin <Bryan.Burklin@cot.tn.gov>
Subject: FW: Tennessee Purchasing

Mickey,

We have reviewed your updated bid process letter.

We believe that these procedures comply with the requirements of Tennessee Code Annotated (TCA) Section 12-3-1205 for cooperative purchasing agreements if the following conditions are met:

(1) Eagle County Health Services (ECHS) is indeed a local government entity under state law, and if so, its procurement complies with all local and state competitive bidding requirements; (2) ECHS must maintain documentation of such compliance and must make the documentation available to the Tennessee purchasing entity showing ECHS complied with its own purchasing requirements.; (3) Tennessee local governments using the purchasing cooperative adopt a resolution authorizing the master agreement with Savvik; and (4) Tennessee local governments do not purchase any of the items specifically excluded in TCA 12-3-1205(4) through the purchasing cooperative.

Let me know if you have any questions.

Sincerely,
Gregory D. Worley, CPA, CGFM
Audit Review Specialist
 Comptroller of the Treasury
 Division of Local Government Audit
 Cordell Hull Building | 425 Fifth Avenue North | Nashville, TN 37243
greg.worley@cot.tn.gov | Direct Line 615.401.7846

***TASA Commentary:** TN local government EMS systems should pay specific attention to item #3 & #4 in the email opinion.*

See the competitive bid process on the following page that was part of this email exchange and was used in the determination of the issued opinion.



**Eagle County Health Service District, dba Eagle County Paramedic Services
Public Safety Association Inc.
North Central EMS Corporation, dba Savvik Buying Group**

To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Colorado law allows Eagle County to bid products and services through cooperative contracts only if Eagle County complies with competitive bidding procedures when awarding those contracts. *See* Colorado Stat. §24-110-101. Eagle County may also award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts *See* Colorado Stat. §24-110-102.

Specifically, the Eagle County process includes:

1. At least 30 days before a bid submission deadline, PSAI on behalf of Eagle County advertises the request for bids.
 - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the designated location on a specific date and time selected by Eagle County in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by Eagle County and PSAI.
4. A committee reviews the bids and selects the lowest responsible and responsive bids for awards.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI office below.



56 33rd Ave S, PMB 347 St. Cloud, MN 56301
855-795-1772
office@publicsafetyassociation.org
www.publicsafetyassociation.org



1055 Edwards Village Blvd
Edwards CO, 81632
970-926-5270
<https://eaglecountyparamedics.com>



56 33rd Ave S, PMB 344, St. Cloud, MN 56301
888-603-4426 320-295-7098 (fax)
office@savvik.org
www.savvik.com



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3344)

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3344

Resolution 20-23, a resolution to approve amendment to the Funding Policy of the City of Bartlett Defined Benefit Plan.

WHEREAS, the City of Bartlett (the “City”) has established and maintains the Retirement System of the City of Bartlett Defined Benefit Plan (the “Plan”) effective July 1, 1989, as amended from time to time; and

WHEREAS, under Tennessee Public Employee Defined Benefit Financial Security Act of 2014, Tenn. Code Ann. Section 9-3-504, the governing body of political subdivisions shall develop a funding policy for financing the obligations under a pension plan; and

WHEREAS, the City adopted a Funding Policy for the Plan in compliance with the Tennessee Public Employee Defined Benefit Financial Security Act of 2014 and filed the Funding Policy with the Comptroller; and

WHEREAS, the City desires to amend and update the Funding Policy as set forth in the attached Funding Policy;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Mayor and Aldermen of the City that the attached amended Funding Policy be adopted and approved as the Funding Policy for the Plan.

Adopted this day of June 27, 2023

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

T.C.A. 9-3-504. Political subdivisions to develop funding policies.

(a) Notwithstanding any law, rule, ordinance, resolution, charter, pension plan, agreement or pension plan contract to the contrary, the applicable provisions of this part shall apply to any political subdivision in the state that has established and maintains, directly or indirectly, a defined benefit pension plan for the benefits of its employees, irrespective of the manner in which the pension plan is administered.

(b) Each political subdivision shall develop a funding policy for financing the obligations under the pension plan. Such funding policy shall be legally adopted and approved through a resolution by the political subdivision's chief legislative body or governing body. The funding policy shall be in effect until amended. Each political subdivision shall develop a funding policy for fiscal years beginning after June 15, 2015. The funding policy and any amendment thereto shall be submitted to the comptroller of the treasury within thirty (30) days after adoption.

(c) The political subdivision's funding policy shall include, but not be limited to the following:

(1) The ADC for each pension plan shall include the normal costs and the amortization of the unfunded accrued liability, to the extent that any of the plans have any unfunded accrued liability for a particular fiscal year;

(2) The maximum amortization period for which any unfunded accrued liabilities will be paid; and

(3) A statement that the political subdivision's budget shall include funding of at least one hundred percent (100%) of the ADC, except as provided in § 9-3-505(b).

(d) The actuarial methodology is expected to provide that projected revenues (employer contributions, employee contributions, and investment earnings), and current assets will finance all of the projected benefits (death, disability, and retirement) provided by the plan. In the event that pension plan has an unfunded accrued liability, the level dollar amortization method shall be utilized beginning on or before June 15, 2020, for financing the unfunded accrued liability, and will continue to be utilized thereafter.

(e) The ADC calculated by the political subdivision's actuary shall be calculated utilizing the following methodology, and in accordance with the Actuarial Standards of Practice established by the Actuarial Standards Board:

(1) Actuarial cost method allocating normal costs over a period beginning no earlier than the date of employment which should not exceed the last assumed retirement age. This method is designed to fully fund the long-term costs of promised benefits, consistent with the objective of keeping contributions relatively stable and equitably allocating the costs over the employees' period of active service. Commencing with the plan fiscal year beginning after June 15, 2019, a generally accepted actuarial method that achieves the above objectives shall be used, except the projected unit credit method is not permitted;

(2) Actuarial value of assets calculated using a maximum ten-year asset smoothing period. Any smoothing period greater than five (5) years will have a maximum twenty percent (20%) market corridor. For the purposes of this subsection (e), the term "market corridor" means a range beyond which deviations are not smoothed;

(3) No later than the plan fiscal year beginning after June 15, 2020, the level dollar amortization method of unfunded accrued liabilities;

(4) Mortality assumptions, which should consider the effect of expected mortality improvements, and shall be utilized beginning on or before the plan fiscal year after June 15, 2024, and will continue to be utilized thereafter;

(5) Investment earnings assumption that shall not be greater than fifty (50) basis points above the rate adopted by the Tennessee consolidated retirement system; and

(6) A closed amortization period not to exceed thirty (30) years for all unfunded accrued liabilities.

(f) The ADC for the political subdivision's pension plan shall be determined by an independent, qualified actuary.

(g) The actuary used by the political subdivision shall be a member of the American Academy of Actuaries.

(h) The actuary used by a political subdivision for the calculation of the ADC for its pension plan shall not be an employee of that political subdivision, and shall not be otherwise eligible to participate in any of the political subdivision's pension plans.

(i) The measurement standard used to determine a pension plan's funded status must be done in accordance with rules, standards, guidelines, and interpretations established by the governmental accounting standards board.

(j) The actuary's determinations, including the ADC, shall be contained in a report submitted to the political subdivision and shall include a certification indicating the actuary's report has been prepared

in accordance with all of the Actuarial Standards of Practice established by the Actuarial Standards Board as well as an explanation for any deviations. The actuary shall also certify in the report the overall appropriateness of the analysis in addition to the assumptions and results. The assumptions analyzed by the actuary must include, but not be limited to, the following: asset experience, including, but not limited to, the investment rate of return, discount rate, salary experience, cost of living adjustments, rates of retirement, turnover, and disability; mortality, including future improvement; and forms of benefit payments, including, but not limited to, lump sum payments.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: June 27, 2023

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to approve amendment to the funding policy of the City of Bartlett Defined Benefit Plan.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve an amendment to the funding policy for the City of Bartlett Defined Benefit Plan.

BACKGROUND: The City of Bartlett adopted a funding policy for its Defined Benefit Plan effective July 1, 2015. That policy required the use of the frozen initial liability actuarial cost method and an asset smoothing method to determine the Actuarial Defined Contribution on an annual basis. Governmental Accounting Standards Board (GASB) Statements No. 67 and 68 requires the use the individual entry age (IEA), rather than the frozen initial liability cost method, as the only appropriate method for determining a plan's total pension liability (TPL), which is the portion of the present value of benefits attributable to past service.

DISCUSSION:

- Tennessee Code Annotated 9-3-504(c) requires political subdivisions to establish funding policies if they participate in a defined benefit pension plan for its employees. This resolution approves an amendment to the City's funding policy.

BUDGET IMPACT: Approval of the resolution will allow the city to be in compliance with T.C.A. 9-3-504 and GASB Statements No.67 and 68. There is no budget impact as a result of passage of this resolution.

PROPOSED MOTION: To approve resolution as presented approving an amendment to the funding policy for the City's Defined Benefit Pension Plan.

FUNDING POLICY
of the
RETIREMENT SYSTEM OF THE CITY OF BARTLETT
DEFINED BENEFIT PLAN

EFFECTIVE JULY 1, 2022

Pursuant to Section 3 of Chapter 990 of the Public Acts of 2014 (codified at Tennessee Code Annotated §9-3-504), upon approval by resolution of the Board of Mayor and Aldermen (the “BMA”), the City of Bartlett, Tennessee, (“City”) hereby adopts this policy effective commencing fiscal plan year beginning the 1st day of July, 2015, and continuing thereafter until amended, as and for its funding policy for its defined benefit plan known as the Retirement System of the City of Bartlett Defined Benefit Plan (the “Pension System”).

Preamble

The intent of this funding policy is to establish a formal methodology for financing the pension obligations accruing under the Pension System. It is intended that current assets plus future assets from employer contributions, employee contributions, and investment earnings should be sufficient to finance all benefits provided by the Pension System.

This funding policy is intended to reflect a reasonable approach to the funding of the Pension System the cost of pension benefits being accrued thereunder. This funding policy recognizes that there will be investment market place volatility and that assumptions related to economic and demographic experience will differ from actual experience. Accordingly, this funding policy is intended to provide flexibility to smooth such volatility and experience in a reasonable, systematic, and financially sound manner. Further, this funding policy is intended to comply with all applicable laws, rules, and regulations of the State of Tennessee and the Federal Government.

Components of this Funding Policy

1. Procurement of actuarial services
2. Actuarial experience study
3. Actuarial valuation

Procurement of Actuarial Services

The Pension System shall retain the services of a professional actuarial firm to perform an actuarial experience study, an actuarial valuation, and other necessary actuarial services. The actuarial firm and its member actuaries shall be independent and shall not otherwise be eligible to accrue benefits under the Pension System. The lead actuary of the actuarial engagement team performing the actuarial services shall be a member of the American Academy of Actuaries.

Actuarial Experience Study

An actuarial experience study shall be conducted at least every ten (10) years as of June 30th.

Actuarial Valuation

Valuation method, frequency, and ADC. An actuarial valuation to determine the Actuarially Determined Contribution (ADC) rate to finance pension obligations of the Pension System shall be performed annually beginning as of June 30, 2015. The valuation shall utilize the entry age normal actuarial cost method. The initial unfunded liability as of January 1, 2022 shall be amortized over a closed period of twenty-one (21) years. The ADC shall include (1) the normal cost and (2) the unfunded liability cost. The ADC shall be calculated as of a valuation date no more than twelve (12) months prior to the effective date and become applicable on the effective date that is the first day of July no more than twelve (12) months following the valuation date.

The ADC, as determined by an actuarial valuation, shall provide funding at a level of no less than one hundred percent (100%).

The budget adopted by City each year, as approved by the BMA, shall include funding of the ADC as provided above.

Asset smoothing method. An asset smoothing method shall be utilized to determine the actuarial value of assets. The difference between the amount actually earned and the earnings assumption for a particular year shall be amortized in level amounts.

For fiscal years beginning after June 30, 2015, the asset smoothing period shall be over a period of no more than five (5) years.

Amortization methodology for actuarial gains and losses. Unfunded liabilities shall be amortized utilizing the level dollar amortization method over a closed period of ten (10) years.

Actuarial gains and losses may result from (1) the difference between experience versus assumptions, (2) changes in demographic and economic assumptions, and (3) changes in benefit provisions.

Demographic data. The demographic data in an actuarial valuation shall include: (1) all active members, (2) all inactive vested members, (3) all inactive non-vested members with an account balance, and (4) all annuitants (including beneficiary annuitants).

Valuation Interest Rate. The investment earnings assumption in an actuarial valuation shall not be greater than fifty (50) basis points above the rate adopted by the Tennessee consolidated retirement system.

Valuation Mortality: The mortality assumptions in an actuarial valuation utilized for plan years commencing on and after July 1, 2024 shall consider the effect of expected mortality improvements.

Benefit provisions. The actuarial valuation shall include all benefits being accrued by participants of Pension System including, but not limited to retirement, death benefits, and disability. The valuation shall be based on the benefit eligibility and benefit terms as set forth in the Pension System.

Effective Date

This policy shall be effective commencing July 1, 2022, and shall remain in effect until duly amended or preempted by state law.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3350)

Meeting: 06/27/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3350

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

WHEREAS, the State of Tennessee's 113th General Assembly amended the Tennessee Open Meetings Act, and

WHEREAS, it is required by Public Chapter No. 300 amending Tennessee Code Annotated, Title 8, Chapter 44, Part 1, requiring a governing body to reserve a period for public comment at each public meeting where the public has the opportunity to comment on matters that are germane to the items on the agenda for the meeting with the exception of: 1) 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; or 2) A meeting where there are no actionable items on the agenda; and,

WHEREAS, the City of Bartlett currently invites citizens to speak on any subject during Public Comment, hereby referred to as Open Discussion; and,

WHEREAS, guidelines and limits need to be established,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that the City of Bartlett's Board of Mayor and Aldermen meetings and Board and Commission meetings to which T.C.A. 8-44-101 et seq. Section apply, include a period of Open Discussion in which the public has the opportunity to comment on matters that are germane to the items on the agenda for the meeting or any other matter of concern, and persons having opposing viewpoints desiring to comment may be heard, and

rules and procedures are established hereby:

1. Open Discussion is designed to gain input from the public and not for immediate responses by the Board of Mayor and Aldermen. The intent of this agenda item is to provide the public with a platform to be thoughtfully heard and not a forum for dialogue, discussion, or verbal exchange with the Board. All remarks must be addressed to the Board as a whole, not individual Board members, City staff, or audience members. While the Board cannot assure each speaker of a specific or individualized future response, the Board will consider the public comments and any supporting materials provided by the speaker.
2. 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.
3. Comments shall be limited to 3 minutes per speaker and the Open Discussion period shall be limited to 20 minutes total. Speakers must clearly state their name, home address, organization he/she is representing, if any, and the subject of the presentation.
4. The conduct of these open discussions is governed by Tennessee Code Annotated Section 39-17-306 (Disrupting meeting or procession), which reads: "A person commits an offense if, with the intent to prevent or disrupt a lawful meeting, procession, or gathering, the person substantially obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance."

Adopted this day of June 27, 2023.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3352)

Meeting: 06/27/23 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3352

Resolution 22-23, a resolution to amend the FY2023 General Improvement Fund budget to increase computer maintenance expense and recognize projected Use of Fund Balance.

WHEREAS, the City of Bartlett Finance Department wishes to eliminate the practice of recording prepaid expenditures as an asset in the General Improvement Fund; and

WHEREAS, the policy going forward will be to record these expenditures in the General Improvement Fund in the year they are incurred; and

WHEREAS, the prepaid expenditures for computer maintenance fees in the General Improvement Fund will need to be reclassified prior to the end of fiscal year 2023;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Improvement Fund FY2023 budget is amended by appropriating additional computer maintenance expenditures and a use of fund balance as detailed in the table below.

Accounts	Description	Increase
123.30000.36990	Use of Fund Balance FY2023	\$ 209,710
123.48123.264	Computer Maintenance	\$ 209,710

Adopted this day of June 27, 2023

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: June 27, 2023

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to amend the FY2023 General Improvement Fund Budget.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve an amendment to the FY2023 General Improvement Fund for increases in computer maintenance expense and increase in the use of General Improvement Fund Balance.

BACKGROUND: Governmental accounting allows entities the option of reporting prepaid items as expenditures rather than assets in governmental funds. The City has opted in previous years to report prepaids as assets on the Balance Sheet for these funds. A change in policy to report these amounts as expenditures in the year incurred will require a budget amendment to increase the computer maintenance budget line item in the General Improvement Fund. The resource for this increase will be a budgeted use of fund balance in this fund.

DISCUSSION:

- A review of governmental accounting standards and discussion with the City's external auditors have confirmed the change in policy regarding prepaid items is an option for the City. The resulting increase in budgeted expenditures and use of fund balance requires the City to adopt an amendment to the FY2023 General Improvement Fund for this purpose.

BUDGET IMPACT: Approval of the resolution will increase budgeted computer maintenance line item in the General Improvement Fund for FY2023.

PROPOSED MOTION: To approve resolution as presented approving an amendment to the FY2023 General Improvement Fund.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3348)

Meeting: 06/27/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3348

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

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

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

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

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

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

Section 1-103 Robert's Rules of Order

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

Section 2. Severability. Should any provision of this Ordinance be rendered unconstitutional

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

Section 3. Effective Date. BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

FIRST READING: June 27, 2023

SECOND READING: July 11, 2023

THIRD READING: July 25, 2023

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3349)

Meeting: 06/27/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3349

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Severability. Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Effective Date. BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

FIRST READING: June 27, 2023

SECOND READING: July 11, 2023

THIRD READING: July 25, 2023

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

David Parson, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3351)

Meeting: 06/27/23 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3351

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

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

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

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

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

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

Section 12-113 is amended to delete subsection 3.

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

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

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

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

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

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

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

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

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

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

FIRST READING: June 27, 2023

SECOND READING: July 11, 2023

THIRD READING: July 25, 2023

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

David Parsons, Mayor

Penny Medlock, City Clerk

TITLE 12

BUILDING, UTILITY, ETC. CODES

CHAPTER

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

CHAPTER 1

BUILDING CODE¹

SECTION

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

¹Municipal code references

Design review commission: title 2, chapter 1.

Fire protection, fireworks, and explosives: title 7.

Planning and zoning: title 14.

Streets and other public ways and places: title 16.

Subdivision regulations: Appendix B.

Utilities and services: titles 18 and 19.

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

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

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

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

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

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

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

12-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¹Municipal code reference

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

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

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

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

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

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

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

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

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

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

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

12-6

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

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

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

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

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

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

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

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

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

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

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

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

12-7

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

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

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

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

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

12-120. Building permit and inspection fees.

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

12-8

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

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

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

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

CHAPTER 2

PLUMBING CODE¹

SECTION

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

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

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

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

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

¹Municipal code references

Cross connections: title 18.

Street excavations: title 16.

Wastewater treatment: title 18.

Water and sewer system administration: title 18.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 3

ELECTRICAL CODE¹

SECTION

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

12-301. Electrical code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 through 6-54-506 and for the purpose of providing practical minimum standards for the safeguarding of persons and of buildings and their contents from hazards arising from the use of electricity for light, heat, power, radio, signaling, or for other purposes, the National Electrical Code,² 2017 edition (with city amendments), as prepared by the National Fire Protection Association, is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the electrical code. (Ord. #02-02, Feb. 2002, as amended by Ord. #07-11, Nov. 2007, Ord. #11-01, Feb. 2011, Ord. #18-06, Nov. 2018 *Ch 7_12-08-20*, and Ord. #22-03, Aug. 2022 *Ch 8_08-09-22*)

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

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

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

¹Municipal code reference

Fire protection, fireworks and explosives: title 7.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Delete Shelby County Electrical Code Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(35) Miscellaneous items.

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

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

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

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

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

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

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

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

CHAPTER 4

FUEL GAS CODE

SECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gas Permit and Inspection Fees

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

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

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

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CHAPTER 5

MECHANICAL CODE

SECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 6

ENERGY CONSERVATION CODE¹

SECTION

12-601. Energy conservation code adopted.

12-602. Modifications.

12-603. Available in clerk's office.

12-604. Violation and penalty.

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

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

¹State law reference

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

Municipal code references

Fire protection, fireworks, and explosives: title 7.

Planning and zoning: title 14.

Streets and other public ways and places: title 16.

Utilities and services: titles 18 and 19.

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

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

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

CHAPTER 7

ASSESSIBILITY CODE¹

SECTION

12-701. Disability code adopted.

12-702. Available in clerk's office.

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

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

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

¹Municipal code reference

Fair housing: title 20, chapter 2.

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

CHAPTER 8

SPRINKLERS IN COMMERCIAL BUILDINGS

SECTION

12-801. Sprinklers in commercial buildings.

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 9

ELEVATOR PERMIT AND INSPECTION FEES

SECTION

12-901. Permit and inspection fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ELEVATOR PERMIT AND INSPECTION FEES

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

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

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

CHAPTER 10

BOILER, PRESSURE VESSELS AND PROCESS PIPING PERMIT AND INSPECTION FEES

SECTION

12-1001. Permit and inspection fees.

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

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

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

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

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

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

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

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

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

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

Boiler and Pressure Vessel Permit and Inspection Fees

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

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

CHAPTER 11

RESIDENTIAL CODE

SECTION

12-1101. International residential code adopted.

12-1102. Available in clerk's office.

12-1103. Violations and penalty.

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

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

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

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

CHAPTER 12

ADDITIONAL CODES ADOPTED BY REFERENCE¹

SECTION

12-1201. Existing building code adopted.

12-1202. Accessibility code adopted.

12-1203. Property maintenance code adopted.

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

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

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