

City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, April 28, 2026 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Planning Commission, May 4 at 6:30 p.m.

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

Family Assistance Commission, May 7 at 6 p.m.

City Beautiful Commission, May 7 at 6:30 p.m.

RECOGNITIONS

Professional Municipal Clerks Week

Official Business of the Day

MINUTES ACCEPTANCE

- 1 Minutes of the March 24, 2026 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special Event Permit for Panther Prowl Fun Run. (Trey Arthur, Director of Code Enforcement)

The event will be held May 1 from 6 p.m. to 7:30 p.m. Bartlett Elementary School located at 3932 Billy Maher Road.

2 Contract for HVAC replacement at The Venue at Bartlett Station. (Paul Wright, Director of Parks and Recreation)

We recommend awarding a professional design and consulting services contract to A2H for the auditorium HVAC replacement at The Venue at Bartlett Station. Funds are available in Account 311.48311.772.

3 Residential Subdivision Contract for Baggett Subdivision. (John Horne, Director of Engineering)

The developer, Brent D. Baggett, will pay \$1,400.00 in City fees. The bond is set at \$0.00.

4 Commercial Site Plan Contract for McDonald's Restaurant. (John Horne, Director of Engineering)

The developer, McDonald's USA, LLC, will pay \$14,180.00 in fees. The bond is set at \$0.00.

5 Mixed Use Contract for The Waters at Bartlett Phase 1. (John Horne, Director of Engineering)

The Waters at Bartlett Phase 1 includes site work for residential flats, public water, public drainage, private access road, and private sewer holding tank. This phase also includes median modifications to the intersection of New Brunswick and Highway 64, the addition of a traffic signal at the intersection of Wolf Lake Drive and New Brunswick, and the closure of the intersection of Old Brunswick and New Brunswick. The developer, STOA GROUP, will pay \$202,371.91 in City fees. The bond is set at \$1,137,035.46.

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

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

7 Financial Report for February 2026. (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Appoint Jan Jones to the Bartlett Station Commission. (David Parsons, Mayor)

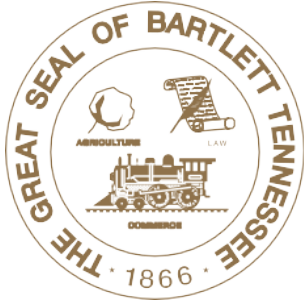
2 Resolution 13-26, a resolution to amend the Fiscal Year 2026 Bartlett City Schools General Fund and Capital Projects Fund. (Dick Phebus, Director of Finance)

- 3 Resolution 14-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$98,400 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

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

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes Tuesday, March 24, 2026 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

Present: Mayor David Parsons, Alderman Brad King, Alderman Robert Griffin, Alderman David Reaves, Alderman Jack Young, Alderman Kevin Quinn

Absent: Alderman Monique Williams

INVOCATION

Opening Prayer by James Farmer, The Lord's Church

FUTURE MEETINGS

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

City Beautiful, April 2 at 6:30 p.m.

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

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

Planning Commission, April 6 at 6:30 p.m.

Beer Board, April 7 at 6:00 p.m.

Parks and Recreation Advisory Board, April 9 at 6 p.m.

YMCA Advisory Board, April 13 at 6 p.m.

RECOGNITIONS

Employee of the Year Recognitions

Chief Human Resources Officer Lori Von Bokel-Amin recognized the following employees as Employees of the Year for 2025:

- Dalton Ellenbecker - Fire Department
- Todd Graves - Engineering
- Tammy Jenkins - Police
- Eddie Alston - Public Works
- Elizabeth Luster - Parks and Recreation

Blue and Green Day Mid-South Proclamation

Mayor Parsons presented Zola Burgess with the Blue and Green Day Mid-South Proclamation.

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

MINUTES ACCEPTANCE

1 Minutes of the March 10, 2026 Board of Mayor and Aldermen Regular Meeting

Result:	Passed
Mover:	Alderman Jack Young
Secunder:	Alderman King
Ayes:	Brad King, Robert Griffin, Jack Young, Kevin Quinn
Nays:	None
Abstains:	David Reaves

CONSENT AGENDA

Result:	Passed
Mover:	Alderman David Reaves
Secunder:	Alderman Griffin
Ayes:	Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

1 Special Event Permit for Bartlett Bayou Bash. (Trey Arthur, Director of Code Enforcement)

The event will be held on April 11th from 11 a.m. to 7 p.m. at A. Keith McDonald Pavilion at W.J. Freeman Park.

2 Purchase Wastewater Treatment Plant Rotor Gearbox and Bearings. (John Horne, Director of Engineering)

Request authorization to purchase new Lakeside gearbox (shaft mount reducer assembly) and support bearings for Lakeside Rotor (D1R2) at WWTP #1 from Lakeside Equipment at a total cost of \$33,824. Lakeside is a sole source provider. Funds are available in Account 510.51400.945

3 Commercial Site Plan Contract for Dutch Bros. (John Horne, Director of Engineering)

The developer, Palmetto Bartlett - Stage Road, LLC, will pay \$13,565.05 in fees. The bond is set at \$38,280.00.

4 Approval of Proposed Audit Fee Schedule from Watkins Uiberall, PLLC. (Dick Phebus, Director of Finance)

Recommend accepting the proposed audit fee schedule for a one-year contract extension to audit FY26 financial records of the City of Bartlett, the Other Post-Employment Benefits (OPEB) Fund, and Bartlett Pension Funds from Watkins Uiberall, PLLC. Total fees proposed are \$111,150 for FY26. Option to renew for additional two years for \$116,350 in FY27 and \$122,050 in FY28. Funds are available in Account 110.41300.175. (Dick Phebus, Director of Finance)

NEW BUSINESS

1 Resolution 09-26, a resolution to authorize the City of Bartlett to participate in Omnia Partners, Public Sector Purchasing Program. (Dick Phebus, Director of Finance)

Result:	Passed
Mover:	Alderman David Reaves
Second:	Alderman King
Ayes:	Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

2 Resolution 10-26, a resolution to amend FY2026 General Fund for Fire/Ambulance Supplements. (Dick Phebus, Director of Finance)

Result:	Passed
Mover:	Alderman Robert Griffin
Second:	Alderman Quinn
Ayes:	Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn
Nays:	None

Abstains:	None
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**3 Resolution 11-26, a resolution to accept a trained police service dog.
(Dick Phebus, Director of Finance)**

Result:	Passed
Mover:	Alderman David Reaves
Secunder:	Alderman Griffin
Ayes:	Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

**4 Resolution 12-26, a resolution to amend the Public Records Policy of the
City of Bartlett, Tennessee. (Will Wyatt, Assistant City Attorney)**

Result:	Passed
Mover:	Alderman Jack Young
Secunder:	Alderman King
Ayes:	Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

**5 Purchase and installation of AIS DIVI bull-pen style office furniture from
Office Scapes, Inc. (Jeff Cox, Chief of Police)**

Result:	Passed
Mover:	Alderman Jack Young
Secunder:	Alderman Quinn
Ayes:	Brad King, Robert Griffin, David Reaves, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

OPEN DISCUSSION

Mayor Parsons congratulated Bartlett High School basketball team on their State Championship.

Director of Parks and Recreation Paul Wright announced the Easter Eggstravagza on March 28 at 9 a.m. at W.J. Freeman Park.

Director of the Bartlett Library Felicia Knox announced the 2nd annual Bartlett Book Bonanza on March 28 from 1 p.m. to 4 p.m. at the Bartlett Library.

Director of Community Relations Debbie Gelineau announced the Bartlett Bayou Bash on April 11 from 11 a.m. to 7 p.m.

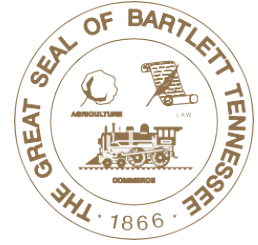
ADJOURNMENT

Adjourned at 6:34 p.m.

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

David Parsons, Mayor

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

The event will be held May 1 from 6 p.m. to 7:30 p.m. Bartlett Elementary School located at 3932 Billy Maher Road.

Formal Body:

Formal Body Information for Bid Templates

Attachments:

Panther Prowl Fun Run



Bartlett

T E N N E S S E E

HOMETOWN PROUD

APPLICATION FOR SPECIAL EVENT
OFFICE OF BARTLETT CODE ENFORCEMENT
BARTLETT, TN 38134
901-385-6425

3932 Billy Mayor Road
Address

38135
Zip Code

May 1st, 2026
Dates of the Event

6:00PM-7:30PM
Hours of the Event

Fundraiser - Panther Prowl Fun Run
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett City Schools
Property Owner

Bartlett Elem. School PTO
Special Event Permit Applicant

3932 Billy Maher Rd
Address of Applicant

901-373-2610 or 901-634-7913
Phone Number

Email Address

Check all items that apply:

For information call (901) 385-6425.

- Letter of Permission
- Insurance (See page 7)
- Tents (Fire Retardant letter included)
- Special Event Checklist
- Map
- Sign or Banner
- Food Vendor(s)

\$60.00	Special Event Fee
\$5.00	Permit Issuing Fee
\$7.00	Software Fee
	3% Credit Card

_____ Total Fees

Responsible Person

Date

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

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

Special Event Checklist

Event: Panther Prowl, Fun Run

Location: 3932 Billy Maher

Dates: May 1, 2026

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

 Auctions/Estate Sales. Auctions/estate sale for individual property that is not considered a Special Event and is conducted by duly licensed auctioneers.

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

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

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

 Political campaigning. Campaigning for public office.

Performance standards:

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

	Submitted or ok	N/A		Comments										
9	✓		<p><i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F.</p> <p>Table V.27-1: Special Event Maximum Duration Type of Special Event</p> <table border="0" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"></th> <th style="text-align: left;">Duration</th> </tr> </thead> <tbody> <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> </tbody> </table>		Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
	Duration													
Type 1: Noncommercial	30 days													
Type 2: Special Seasonal	90 days													
Type 3: Commercial	14 days													
Type 4: Public Attractions	14 days													
10	✓		<p>In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case-by-case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.</p>											
11	✓		<p>Frequency. Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.</p>											

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

	Submitted or ok	N/A		Comments
15		X	<p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> a. Fire lanes, at 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. Fire Lanes must be provided 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 should 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	✓		<p><i>Off street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking spaces used for the special event should be concrete or asphalt.</p>	
17		X	<p><i>Public conveniences and Litter control.</i> Adequate on-site restroom facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>	
18	✓		<p><i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>	

	Submitted or ok	N/A		Comments
19	✓		<p><i>The area of parking lot dedicated to outdoor special events.</i></p> <p>a. No more than ten (10) percent of the parking stalls required for the structure, associated with the parking lot in which the special event occurs, shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure.</p> <p>b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting from them shall be repaired upon cessation of the event and removal of the devices.</p>	
20		✓	<p><i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.</p>	

Insurance Coverage: City of Bartlett Property

Insurance coverage. Special events held on City of Bartlett Property; the recipients shall show proof of liability insurance at time of application. The Certificate of Insurance shall name the City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions as additional insureds in an amount determined by the Chief Administrative Officer based on the nature of the special event. The City of Bartlett shall be named Certificate Holder.

See Example Below (Found at bottom of Certificate of insurance)

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

City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions shall be named as additional insureds.

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

Insurance Coverage: Non-City of Bartlett Property

Insurance coverage. Special events held on Non-City of Bartlett Property; the recipients shall provide proof of liability insurance at time of application. The Certificate of Insurance shall name the City of Bartlett as Certificate Holder.

See Example Below

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

Conditions:

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

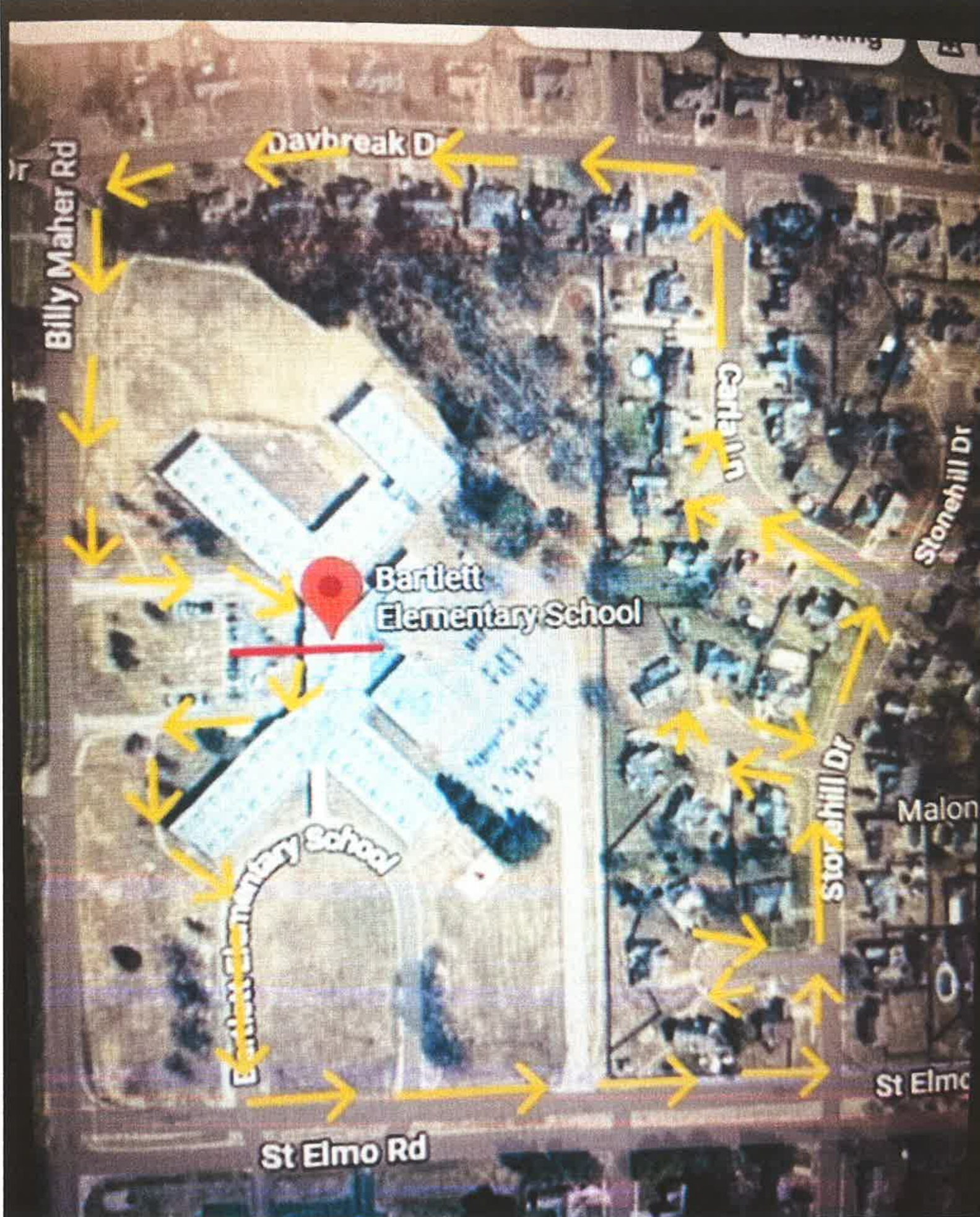
	Required or ok	N/A		Comments
21	✓		Limitations on signs.	
22	✓		Temporary arrangements for parking and traffic circulation.	
23		✓	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
24		✓	Modifications or restrictions on the hours of operation, duration of the event) size of the event or other operational characteristics.	
25	✓		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	
26	✓		The provision of traffic control or security personnel to ensure public safety and convenience.	
27	✓		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 events 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:

	Submitted or ok	N/A		Comments
28	✓		Name and address of the applicant.	
29	✓		Names and address of the owner of the premises on which the proposed event is to be held.	
30	✓		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
31	✓		Description of the site on which the proposed event <i>is</i> to be held.	
32	✓		Date of the proposed event.	
33	✓		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.	
34	✓		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.	
35		✓	Location and number of proposed temporary public toilets.	
36		✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
37	✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	





Bartlett Elementary School

3932 Billy Maher Road
Bartlett, TN 38135
Phone: (901) 373-2610
Fax: (901) 373-1394

March 24, 2026

To whom it may concern,

I give Bartlett Elementary PTO permission to have the Panther Prowl Fun Run on May 1, 2026.

Thank you,

Steven Baade
Principal
Bartlett Elementary
sbaade@bartlettschools.org

Fwd: [External]Panther Prowl Fun Run at Bartlett Elementary 2026

From BES <bespantherprowl@gmail.com>
Date Wed 3/25/2026 3:10 PM
To Kimberly Kelly <kkelly@bartlettschools.org>

Sent from my iPhone

Begin forwarded message:

From: Garrett Mack <gmack@bartlettpolice.org>
Date: March 24, 2026 at 1:36:50 PM CDT
To: BES <bespantherprowl@gmail.com>, Adam Sandlin <asandlin@bartlettpolice.org>
Subject: RE: [External]Panther Prowl Fun Run at Bartlett Elementary 2026

Good afternoon,

The Bartlett Police Department will have personnel assigned to this event. Please let me know if you have any questions or need anything else.

Respectfully,

Garrett Mack | Lieutenant
City of Bartlett | Police Department | Traffic Unit
3730 Appling Road • Bartlett, TN 38133
Desk: 901-385-5529 Ext. 2706



From: BES <bespantherprowl@gmail.com>
Sent: Tuesday, March 24, 2026 12:10 PM
To: Adam Sandlin <asandlin@bartlettpolice.org>; Garrett Mack <gmack@bartlettpolice.org>
Subject: [External]Panther Prowl Fun Run at Bartlett Elementary 2026

WARNING

This email originated from outside of The City of Bartlett. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Need a letter from BPD stating that they will have police presence on Date 5-1-2026 at 600-700 pm at the lastest

At no time of this event - no one will be in street. It will all be on sidewalk.

Here is a copy of Proof of insurance also attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2026

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 Association Insurance Management 12221 Merit Drive, Suite 1670 Dallas, TX 75231 Insured Number TN13520	CONTACT NAME: AIM	
	PHONE No: 800-876-4044	FAX No: 214-360-0802
	EMAIL ADDRESS: AIM@AIM-COMPANIES.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Concert Specialty Insurance Company	NAIC # 17151
INSURED Bartlett BES PTO 3932 Billy Maher Memphis, TN 38135	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMIT		
A	GENERAL LIABILITY	N	N	GL2025AIM45851	11/19/2025	11/19/2026	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
							Sexual Abuse/Molestation	Not Covered	
							Media Liability	Not Covered	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)		
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)		
	UMBRELLA LIAB						EACH OCCURRENCE		
	EXCESS LIAB						AGGREGATE		
	DED	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATO-TORY LIMIT	OT-HER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						<input checked="" type="checkbox"/> N		
								E.L. EACH ACCIDENT	
								E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT		
A	Directors & Officers Fidelity Bond (Crime) Property (Inland Marine)			DO2025AIM38086 CR2025AIM33369	11/19/2025 11/19/2025	11/19/2026 11/19/2026	Per Occurrence/Aggregate \$1,000,000 Per Occurrence/Aggregate \$10,000 Not Covered		

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

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett
6400 Stage Rd
Bartlett, TN 38134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE *E.B. [Signature]*



MEMBER CERTIFICATE OF INSURANCE

03/24/2026

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Named Insured Member (mailing address):

Bartlett BES PTO
 Leslie Arp or Current Officer
 3932 Billy Maher
 Memphis, TN 38135

Named Insured & Mailing Address

Education Support Purchasing Group
 c/o AIM
 P.O. Box 742946
 Dallas, TX 75374-2946

Producer Name

AIM Association Insurance
 Management, Inc.
 P.O. Box 742946
 Dallas, TX 75374-2946

Named Insured Member (physical address):

3932 Billy Maher
 Bartlett, TN 38135

Insured #: TN13520

Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance
General Liability Concert Specialty Insurance Company	GL2025AIM45851	11/19/25 - 11/19/26	\$0	Per Occurrence \$1,000,000
		11/19/25 - 11/19/26		Damage to Rented Premises \$50,000
		11/19/25 - 11/19/26		Extended Medical \$5,000
		11/19/25 - 11/19/26		Personal & Advertising Injury General Aggregate \$1,000,000
Fidelity Bond (Crime) Concert Specialty Insurance Company	CR2025AIM33369	11/19/25 - 11/19/26	\$250	Products - Comp/Ops \$2,000,000
				Per Occurrence / Aggregate \$10,000
Directors and Officers Concert Specialty Insurance Company	DO2025AIM38086	11/19/25 - 11/19/26	\$0	Per Occurrence / Aggregate \$1,000,000

Retroactive Date:11/19/2025

Certificate Holder:

City of Bartlett
 6400 Stage Rd
 Bartlett, TN 38134

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any complete the above numbered policy. Copies of the Master Policies are available upon request.

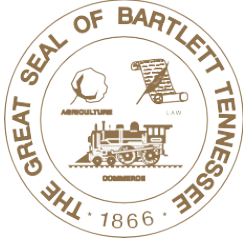
AUTHORIZED REPRESENTATIVE

PANTHER PROWL FUN RUN



BARTLETT ELEMENTARY SCHOOL

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

We recommend awarding a professional design and consulting services contract to A2H for the auditorium HVAC replacement at The Venue at Bartlett Station. Funds are available in Account 311.48311.772.

Formal Body:

The HVAC system that currently regulates the temperature in the auditorium at The Venue at Bartlett Station is located in the basement and is over sixty years old. Thanks to continual attention that has been provided by the General Services division of Public Works since 2008, its life has been extended well beyond the typical expectancy of a commercial HVAC system. Unfortunately, parts are becoming more difficult to locate, and the system is no longer able to properly heat and cool the space. Due to space limitations, it is not feasible to install a new unit in the basement nor is there enough space in the surrounding ground. Therefore, the only remaining option for a new unit is on the roof of the auditorium, which requires the technical expertise of an engineering firm.

A2H is a locally based, integrated engineering, architectural, and planning firm which offers all the services required to successfully complete this project and which has a history of successful projects with the City of Bartlett. It is our recommendation for the City to enter into a professional services contract with A2H in the amount of \$94,900.00 which includes the schematic design, design development, construction documents, bidding, and construction administration for the project. Their professional opinion of the cost of the new system is \$625,000.00, including the demolition of the existing system in the basements, the new 60-ton HVAC unit, electrical, plumbing, structural, and rooftop unit screening.

Funds are available in Account 311.48311.772.

Thank you for your consideration.

Attachments:

2026-04-06 - 23209 - City of Bartlett - Bartlett Station Municipal Center Auditorium HVAC Replacement Contract (A2H Executed)



April 6, 2026

Jon Noah
Building Service Technician
City of Bartlett Public Works – General Services
3585 Altruria Road
Bartlett, TN 38135

Re: City of Bartlett Public Works – General Services
Bartlett Station Municipal Center
Auditorium HVAC Replacement
Bartlett, TN

A2H # 23209

Dear Jon,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all the services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Nathan Stewart will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Danny at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,
A2H, INC.

Logan E. Meeks, PE
President | Principal

Nathan D. Stewart, PE
Director of Mechanical Engineering | Project Manager



April 6, 2026

Jon Noah
Building Service Technician
City of Bartlett Public Works – General Services
3585 Altruria Road
Bartlett, TN 38135

Re: City of Bartlett Public Works – General Services
Bartlett Station Municipal Center
Auditorium HVAC Replacement
Bartlett, TN

A2H # 23209

Dear Jon,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Bartlett Station Municipal Center Auditorium HVAC Replacement proposed in Bartlett, TN.

Additional aspects of the project include the following:

- A. The project will include removal of the existing auditorium HVAC system and replacement with gas-fired heating, direct expansion cooling rooftop units installed on the auditorium wings with new supply and return ductwork, gas piping, structure to support rooftop units, rooftop unit screens, electrical supply for rooftop units, and building automation system to control rooftop units.
- B. The auditorium will be used as a rental event facility and the new HVAC system will provide for up to 400 occupants.
- C. The existing HVAC system is 60 tons capacity. The new system is assumed to be 60 tons. The cost of the project is expected to be \$625,000.00 including HVAC, electrical, plumbing, structural, and rooftop unit screening.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services, working closely with City of Bartlett Public Works – General Services to provide these services in support of the project:

- Project Management
- Mechanical Engineering
- Architecture
- Structural Engineering
- Plumbing Engineering
- Electrical Engineering
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

Schematic Design

- A. A2H will work together with Bartlett Public Works to determine specific project goals and requirements. Once determined, A2H will develop Schematic Design Documents.
- B. A2H will review the requirements for the various project functions, relationships, and operations. A2H will gather information furnished by Bartlett Public Works to understand space requirements and any expansion plans.
- C. A2H will prepare Schematic Design Documents consisting of floor plans, sections, elevations, and diagrams of building systems. A2H will submit to Bartlett Public Works for review and approval. A2H will prepare base drawings based on owner provided original drawing TIF files and field measurements.
- D. A2H will prepare an Opinion of Probable Cost for the anticipated construction.
- E. Meetings during this phase include: a project kickoff meeting, and one design review meeting with Bartlett Public Works.

Design Development

- A. A2H will prepare Design Development Documents consisting of drawings, plans, sections, building elevations, schedules, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project.
- B. A2H will obtain product data as may be appropriate for the project, including specially designed items or equipment, to indicate finished appearance and functional operation.
- C. A2H will prepare an Opinion of Probable Cost for the anticipated construction.
- D. Meetings during this phase include: one (1) design review meeting with Bartlett Public Works.

Construction Documents

- A. A2H will prepare Construction Documents consisting of drawings, plans, sections, building elevations, schedules, typical construction details, and diagrammatic layouts of building systems to provide a set of construction documents for bidding and construction of the project. The Construction Documents will identify major materials and systems and establish their quality levels.
- B. A2H will prepare an Opinion of Probable Cost for the anticipated construction.
- C. Meetings during this phase include: two (2) design review meetings with Bartlett Public Works.

Bidding

- A. A2H will provide electronic copies of the Construction Documents and Specifications to the bidding Contractors.
- B. A2H will prepare responses to questions from the Contractors and provide clarifications and interpretations of the Construction Documents and Specifications to the Contractors in the form of addenda.

Construction Administration

- A. After the award of the construction contract, A2H will provide assistance with administration of the contract between Bartlett Public Works and the Contractor as set forth in the general construction contract conditions.
- B. A2H will advise and consult with Bartlett Public Works during the construction phase services. A2H will have authority to act on behalf of Bartlett Public Works only to the extent provided in the agreement. A2H will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of the project, nor will A2H be responsible for the Contractor's failure to perform the construction of the project in accordance with the requirements of the Contract Documents. A2H will not have control over or charge of, and shall not be responsible for, the acts or omissions of the Contractor.
- C. A2H will review pay applications and certify the amounts due to the contractor.
- D. A2H will review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the Contract Documents, and further conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. A2H's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A2H, of any construction means, methods, techniques, sequences or procedures.
- E. A2H will make regular site visits during the construction, generally two times per month. One (1) regular monthly Progress Meeting with the Owner will be held at the site to review the progress of the work.
- F. A2H will make a visit to the Site at Substantial Completion to develop a Punch List of any items that require correction or completion.
- G. A2H will review and assist the Contractor in compiling Close Out Documents.
- H. A2H will review and certify the Contractor's Final Pay Request.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule, or methods of bidding.
- B. Plan review fees required by local or state entity, application fees and/or permit fees.
- C. Phase I and/or II Environmental Site Assessment.
- D. Abatement documents for asbestos or other hazardous materials.

- E. Geotechnical Engineering services for appropriate geotechnical engineering design criteria for earth-related phases.
- F. Furniture, Fixture, and Equipment planning.
- G. Construction Cost Estimating services.
- H. Submission and payment for Advertisement for Bid.
- I. Our limited Construction Administration services do not include construction management tasks i.e., full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment requests/change order requests, etc.
- J. Quality Assurance Testing services, including but not limited to testing and special inspections.
- K. The preparation of As-Built Drawings or Record Drawings after completion of construction.
- L. Building Commissioning services.
- M. Training of Owner's staff.
- N. Value Engineering/Analysis after the completion of the Construction Documents phase services shall be compensated as an Additional Service per Section VI.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Schematic Design	\$	20,500.00
Design Development	\$	14,300.00
Construction Documents	\$	31,700.00
Bidding	\$	6,400.00
Construction Administration	\$	22,000.00
Compensation for Basic Scope of Services	\$	94,900.00
Reimbursable Expense Fee (Courier Service, Mileage, and Printing)	\$	1,500.00

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and City of Bartlett Public Works – General Services. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 210.00	\$ 225.00	\$ 240.00
Associate Principal	\$ 165.00	\$ 180.00	\$ 195.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 100.00	\$ 110.00	\$ 120.00
Architect	\$ 145.00	\$ 165.00	\$ 185.00
Engineer	\$ 140.00	\$ 160.00	\$ 180.00
Senior Designer	\$ 125.00	\$ 145.00	\$ 165.00
Designer	\$ 100.00	\$ 110.00	\$ 120.00
Construction Coordinator	\$ 90.00	\$ 110.00	\$ 130.00
BIM/CAD Technician	\$ 85.00	\$ 100.00	\$ 115.00
Administrator	\$ 75.00	\$ 85.00	\$ 100.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 60 calendar days. We certainly look forward to collaborating with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, Inc.

Logan E. Meeks, PE
 President | Principal

Attachment: Terms and Conditions

This Contract entered into as of the day and year written below.

AGENT FOR: CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** shall reimburse the Consultant all expenses incurred for courier service, (e.g., Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Mileage shall be reimbursed at the current IRS standard mileage rate. Reimbursable Expenses Fee shall be billed as a flat rate per Section V of the contract.
3. In the event of any litigation arising from or related to this Contract or the services provided under this Contract, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration.
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this Contract from **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES**.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this Contract or the parties' contract, in providing services under this Contract, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** should require Consultant to perform construction administration services, **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

Initials

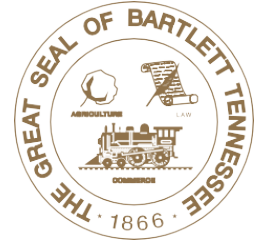
Date

12. **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Contract shall transfer, sublet or assign any rights under or interest in this Contract (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this Contract to properly qualified subconsultants.
16. This Contract may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES**, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this Contract shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this Contract shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this Contract.
21. In the event **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. This Contract represents the entire understanding between **CITY OF BARTLETT PUBLIC WORKS – GENERAL SERVICES** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this Contract is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Initials

Date

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

The developer, Brent D. Baggett, will pay \$1,400.00 in City fees. The bond is set at \$0.00.

Formal Body:

Attachments:

BAGGETT SD CONTRACT, Location Map

RESIDENTIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and BRENT D. BAGGETT, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat Entitled: BAGGETT SUBDIVISION dated MARCH 2, 2026, made by the DEVELOPER; and WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and established certain conditions for approval of the Final Plat of said subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

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

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

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

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

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

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

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

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

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

FEE REDUCTION FOR FY26 BUDGET YEAR:

Ordinance 25-02 as approved on June 10, 2025 reduced the subdivision contract fees to zero for City Subdivision Inspection, Sewer Connection Charge, Water Connection Fee, Water Plant Expansion, and Water System Engineering. This applied to all basins except the Fletcher Creek Basin.

XVII

<p>PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR: BAGGETT SUBDIVISION</p>
--

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00 *
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	\$0.00 *
	b. Subdivision & site plan review fee @ \$175 per lot. (1 Lot)	\$175.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = _____ Minimum charge of \$25 per contract \$10.00 implies \$10.00 \$25.00 implies \$25.00	\$25.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost = \$0.00	\$0.00 \$300.00 \$0.00 *
5	Water Connection Fee @ \$2,000.00 per Lot 1 Lots \$2,000.00	\$0.00 *
6	Sewer Connection Fee SOUTH @ \$2000.00 per Lot BASIN 1 Lots \$2,000.00	\$0.00 *
7	DRAINAGE BASIN (FLETCHER) Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 1 Lots \$500.00	\$500.00

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 0 Lots	\$250.00	\$0.00
9	City portion of Water Improvements		\$0.00
	DISTRICT _____		
10	Park Land Development Fee @ \$700.00 per Lot 1 Lots	\$700.00	\$700.00
	TOTAL DUE CITY		\$1,400.00

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$0.00
2. Street Light (Estimated at \$650.00 per lot) 1 Lots	\$0.00
TOTAL DUE II	\$0.00

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

\$0.00

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

DAVID PARSONS, BARTLETT MAYOR

BRENT D. BAGGETT

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

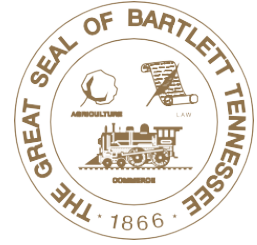
BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Location Map

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

The developer, McDonald's USA, LLC, will pay \$14,180.00 in fees. The bond is set at \$0.00.

Formal Body:

Attachments:

Altruria Creek, Lot 3- McDonalds Contract 3-12-26, Location Map

SITE PLAN CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE, hereinafter referred to as the CITY and MCDONALD'S USA, LLC, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of DECEMBER 1, 2025, approved the Subdivision and Site Plans for MCDONALD'S RESTAURANT, and established certain conditions for approval of this Site Plan Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

WHEREAS, this Site Plan Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, Sanitary Sewer and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, Sanitary Sewer and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

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

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

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

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

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

11. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places

the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

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

noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY

OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

5. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all grading and erosion control improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorney's fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.
4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended

for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN.

Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

HOLD HARMLESS

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

VIII

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

McDonald's Restaurant

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

- | | | |
|----|---|--------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$0.00) | <u>\$0.00</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$0.00 | <u>\$0.00</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1= \$ 175.00
1.5% of \$0.00 \$0.00 | <u>\$175.00</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$25.00 | <u>\$25.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service (1) Domestic, (1) Irrigation
2 | <u>\$6,000.00</u> |
| 5 | City Subdivision Inspection @
A: 3% of Development Cost \$0.00
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$0.00 | <u>\$300.00</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | |

SEWER BASIN

- | | | |
|---|--|--|
| 7 | Sewer Connection Charge at Greater
of either @ \$2333 per acre
\$ -
(or) \$33 per Front Foot x 210' | Acres (Total Site)
\$2,869.59
\$6,930.00 |
| | | <u>\$6,930.00</u> |

DRAINAGE BASIN

- 8 a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)
- b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)
- 9 City portion of Water Improvements

\$750.00

N/A

\$ -

TOTAL DUE CITY

\$14,180.00

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

- 1. Asphalt Paving Cost (Estimated Construction Cost) \$ -
- 2. Street Light (Estimated) \$ -

TOTAL DUE II

\$ -

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

\$0.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

DAVID PARSONS
MAYOR, CITY OF BARTLETT

DEVELOPER:
MCDONALD'S USA, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

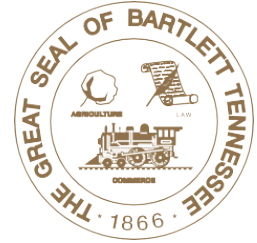
BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Location Map

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

The Waters at Bartlett Phase 1 includes site work for residential flats, public water, public drainage, private access road, and private sewer holding tank. This phase also includes median modifications to the intersection of New Brunswick and Highway 64, the addition of a traffic signal at the intersection of Wolf Lake Drive and New Brunswick, and the closure of the intersection of Old Brunswick and New Brunswick. The developer, STOA GROUP, will pay \$202,371.91 in City fees. The bond is set at \$1,137,035.46.

Formal Body:

Attachments:

The Waters Ph1 Mixed Use CONTRACT 4-17-26, Location Map

MIXED USE DEVELOPMENT CONTRACT
THE WATERS AT BARTLETT PHASE 1

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and **STOA GROUP**, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a mixed use
development plat entitled: **THE WATERS AT BARTLETT PHASE 1** dated **MARCH 2,**
2026, developed by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan
and established certain conditions for approval of the Final Plat of said Mixed Use Development in
accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision
Regulations, one of which is the approval of this Mixed Use Development Contract by the CITY
BOARD OF MAYOR AND ALDERMEN; AND

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

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

PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER,
and
NOW, THEREFORE, in consideration of the promises and mutual covenants of the
parties herein contained, and other considerations herein recited, it is agreed and understood as
follows:

GENERAL PROVISIONS

1. That the DEVELOPER shall, at its expense, provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That, in providing technical assistance, planning and review of this Mixed Use Development,

the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the development.

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

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

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

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

the CITY by the DEVELOPER.

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

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

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

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

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

14. That the DEVELOPER will not transfer the property on which this Mixed Use Development is

to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this Mixed Use Development in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That, should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees and costs and expenses.

18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II **FIXED IMPROVEMENTS**

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the Mixed Use Development, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

PUBLIC STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Public Street Paving Requirements, Page 9)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the Mixed Use Development and shall be fabricated in accordance with the following Standards and Specifications.

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

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

SPEED LIMIT SIGNS: 23" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of

Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

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

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

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

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

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the Mixed Use Development to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder

has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

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

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

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

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

III

FINAL PUBLIC STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY

ENGINEER and paid by the DEVELOPER prior to installation. The final surface lift of asphalt may be installed prior to recording the Final Plat of the subdivision. In consideration of the CITY OF BARTLETT allowing the final asphalt surface to be installed prior to recording the Final Plat, the DEVELOPER agrees to provide a warranty on the surface lift of asphalt that extends until a time that is 12 months after 80% of the homes are completed, but does not exceed 3 years from the recordation of the Final Plat.

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities

and shall be in addition to payments to the CITY for installation of the water service system to and in said development.

2. Developer will pay a water connection fee of \$3,000.00 per Service Tap.

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge. This charge will be the greater of the following fees: \$2,333 per acres or \$33 per front footage. Such fee shall be paid prior to approval of the Final Plat of said development by the CITY PLANNING COMMISSION.

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

VIII

JEOPARDY OF BUILDING PERMITS

That, should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any

provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the development until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said development. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said development, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the development in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said development. In the event of a stop work order issued by the CITY ENGINEER, the

DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the development shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the development after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient

to accept surface and ground water reasonably expected to flow onto the development and discharge all waters reasonably expected to flow from the development so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the development. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said development prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the development. Said plan shall be compatible with the overall drainage plan for the development and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the development be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed that the CITY OF BARTLETT, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage

improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

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

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

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

10. Detention basin property for Mixed Use Developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. Detention basin maintenance on the Mixed Use property will be the responsibility of the

Mixed Use Property Owner.

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

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

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

XIII

WARRANTY PROVISIONS

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

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

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

period is to extend to a minimum of one (1) year after the City's final acceptance.

The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

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

XIV

STREET LIGHTS

1. The Developer of the Mixed Use Development will be installing private street lights that are located on private property.
2. The Developer of the subdivision is responsible for the cost of additional street light installation and/or relocation on New Brunswick and/or Old Brunswick Roads. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV

BONDING REQUIREMENTS

That, prior to proceeding with any site preparation, construction or installation of improvements, the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said Mixed Use Development in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Letter of Credit, or cash bond in the amount identified on Page 21 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

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

SPECIAL CONDITIONS:

General:

1. This subdivision is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.
2. Additional Streetlighting may be required on New Brunswick and Old Brunswick Roads. Developer shall coordinate with MLGW to insure that streetlighting meets lighting standards and requirements.

Associated with the Mixed Use Development Bond:

1. Prior to the contract being prepared, the developer shall provide the City with a written request to use the minimum bond in which he acknowledges that he is aware that Use and Occupancy will be held until all public infrastructure is inspected and complete to the City's satisfaction.
2. No Use or Occupancy Permit (Temporary or Final) will be issued by Code Enforcement until all Public infrastructure is constructed, tested, and accepted by the Engineering Department.
3. The minimum bond will be provided to the engineer's office prior to the preconstruction meeting along with the fees and the contract.
4. A Full Cost (100%) bond will be calculated on work required in the existing right of way, or work that is necessary to protect the public interest or are estimated amounts for future payment by the developer.
5. Additional on-site utilities that will later be publicly owned will incur a minimum bond at 25% of full cost value.
6. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms.
7. This minimum Mixed Use Development Bond requires that *the Contractor installing Public and Private Infrastructure are one and the same.*

The following items (where applicable) will be bonded at 100%:

1. Erosion Control plan items.
2. Work in the existing public right of way, including traffic control and all traffic signalization.
3. Work necessary to attach to public water, sewer, or drain lines.
4. Estimated sidewalk and handicap ramp costs.
5. Estimated Public Street Final Asphalt Layer costs.
6. Estimated street light costs.
7. Estimated HOA set up costs of \$100/lot to be released when the HOA is set up and annual meetings are occurring and transfer of assets has occurred.

These remaining items will be bonded at 25%:

1. On-site Public water, sewer, or drain lines.
2. Base Asphalt and subgrade.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
THE WATERS PHASE 1**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$263,474.00)	<u>\$39,521.10</u>
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	<u>\$15,808.44</u>
3.	Sewer Review Fee - \$25 per 250 feet or fraction thereof of sewer line extension (whichever is greater) sewer lines Minimum charge of \$25 per contract \$25.00 implies \$25.00	<u>\$25.00</u>
4.	City Inspection @ 3% of Full Development Cost Full Development Cost = \$2,238,417.53	<u>\$67,152.53</u>
5.	Water Connection Fee @ \$3,000.00 (11) Domestic, (1) Irrigation 12	<u>\$36,000.00</u>

Cost of Water and Sewer Mains to the Subdivision

SEWER BASIN: SOUTH

7.	Sewer Connection Charge at Greater of \$2333 per acre 15.48 Acres (Total Site) \$36,114.84 or \$33 per Front Foot x 315' 10,395.00	<u>\$36,114.84</u>
----	---	---------------------------

DRAINAGE BASIN: SOUTH

8.	a. 'Drainage Control Fee for area not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500) 0 Acres Undetained	<u>\$0.00</u>
	b. 'Drainage Control Fee for area served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250) 15.48 Acres Detained	<u>\$7,750.00</u>

TOTAL DUE CITY **\$202,371.91**

II.	Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.	
	1. Asphalt Paving Cost (Estimated Construction Cost)	<u>\$24,490.21</u>
	2. Street Light (New Brunswick)	<u>\$5,000.00</u>
	TOTAL DUE II	\$29,490.21
III.	Upon Execution of Subdivision Contract and Before Construction Begins	
	BOND	\$1,137,035.46

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

David Parsons, Mayor
CITY OF BARTLETT

DEVELOPER

TYPED OR PRINTED SIGNATURE

ATTEST:

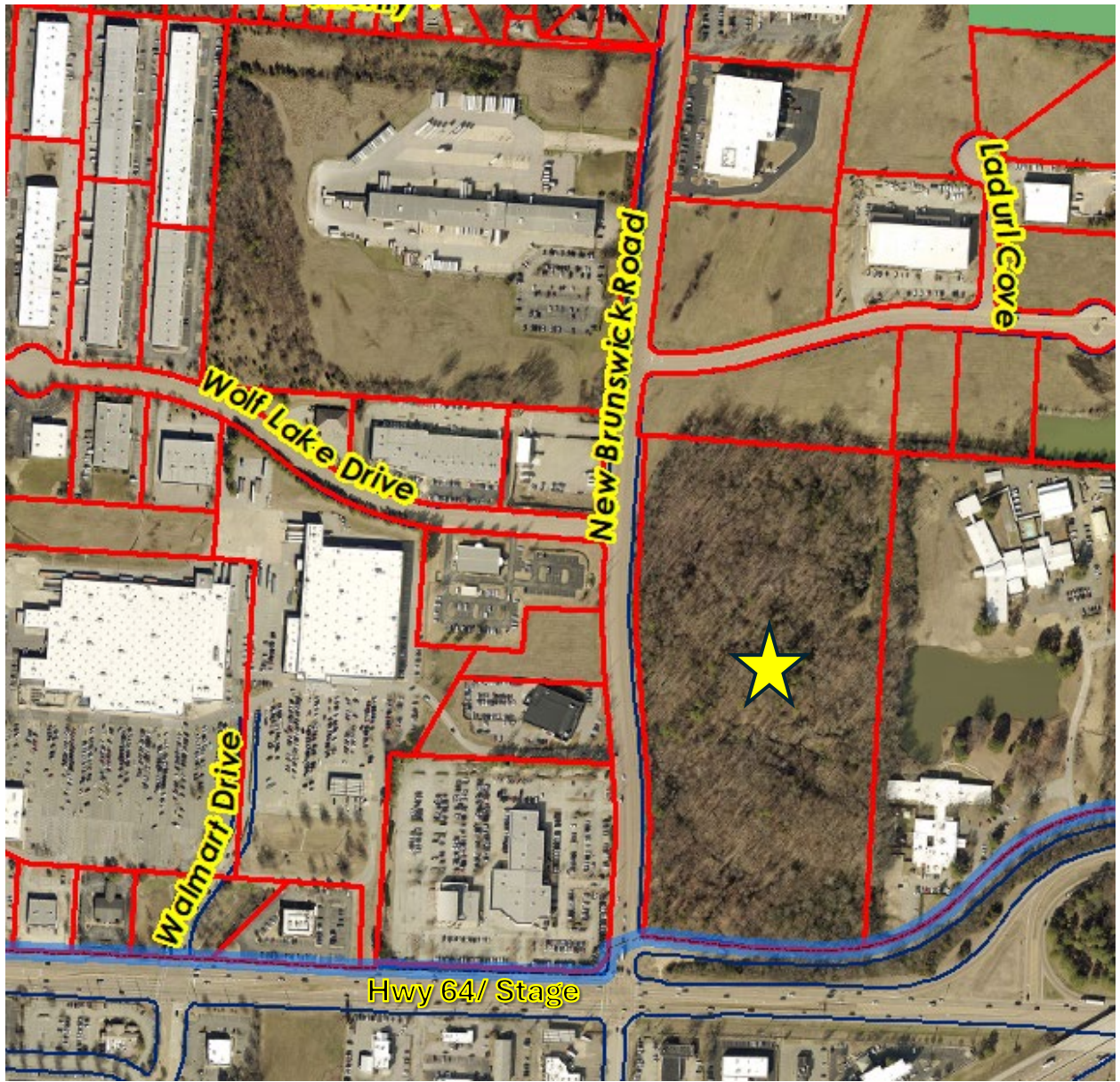
CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

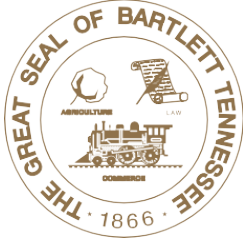
BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____



Location Map

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

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

Formal Body:

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

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

Department	Year	Make/Model	Color	Vehicle ID#
Police	2004	Dodge Ram 1500	Silver	1D7HA18N94J204615
Police	2008	Ford Crown Victoria	Black	2FAFP71V58X119044
Police	2009	Chevrolet Tahoe	Silver	1GNFC13C89R149835
Police	2009	Ford Crown Victoria	Blue	2FAHP71VX9X119812
Police	2009	Ford Escape	Gray	1FMCU03G49KA46339
Police	2013	Dodge Charger	Black & White	2C3CDXAT2DH586953
Police	2013	Kia Soul	Black	KNDJT2A68D7518350
Police	2015	Dodge Charger	Black & White	2C3CDXAT1FH929013

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

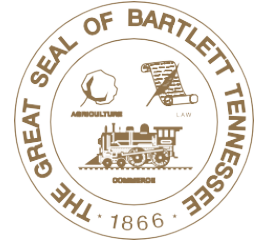
Thank you for your consideration of the above item.

Attachments:

None

Board of Mayor and Aldermen
April 28, 2026

Item Memo

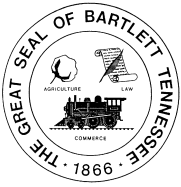


Consent Summary:

Formal Body:

Attachments:

Feb26FinRprt

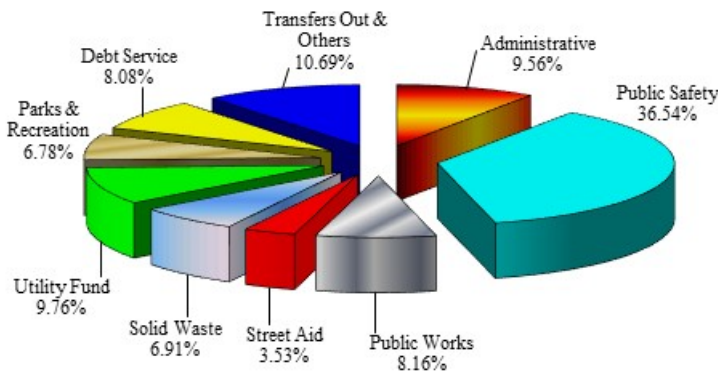


FINANCIAL REPORT

February 28, 2026

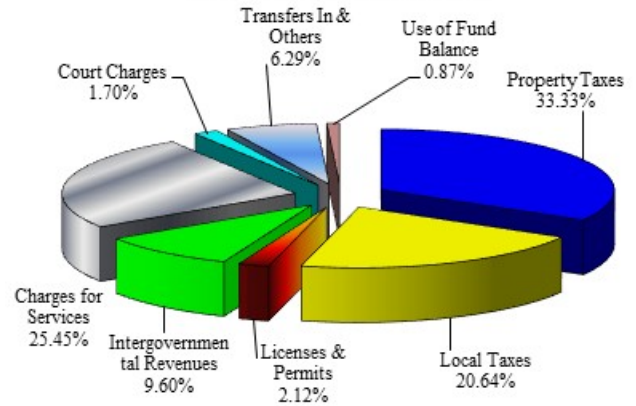
Total Expenditures, FY 2026 Budget: \$111,624,243

WHERE THE \$ GOES
(Does not include School)



Total Revenues, FY 2026 Budget: \$111,624,243

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



FY 2026 YEAR-TO-DATE
For The Period Ending February 28, 2026

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 9,237,162	\$ 6,035,984
Public Safety	39,915,789	26,669,138
Public Works	8,032,820	4,863,289
Parks and Recreation	6,432,137	4,175,768
Performing Arts	947,427	657,247
Transfers & Other Gen. Fund Items	7,607,940	6,788,019
Subtotal	\$ 72,173,275	\$ 49,189,444
General Fund Revenues		
Property Taxes	\$ 36,900,000	\$ 36,551,645
Local Taxes	17,954,000	9,435,312
Building and Development Fees	2,347,500	1,356,519
Intergovernmental	8,586,000	4,454,865
Charges for Services	3,578,775	2,239,046
Court Charges	1,607,000	1,609,206
Other Revenue	1,200,000	701,543
Subtotal	\$ 72,173,275	\$ 56,348,138
Special Rev. Funds - Expenditures	\$ 16,404,298	\$ 9,683,131
Special Rev. Funds - Revenues	\$ 16,404,298	\$ 12,295,339
Utility Expenses	\$ 14,534,336	\$ 9,353,595
Utility Revenues	\$ 14,534,336	\$ 9,344,280
Debt Service Expenditures	\$ 8,512,334	\$ 7,785,255
Debt Service Revenues	\$ 8,512,334	\$ 6,030,030
Total Expenditures	\$ 111,624,243	\$ 76,011,426
Total Revenues	\$ 111,624,243	\$ 84,017,787

BUDGET HIGHLIGHTS

- General revenues, overall, are performing as projected, with several categories exceeding their budgeted estimates. On the expenditure side, general fund spending is tracking below budget, positioning us favorably as we move toward year end.
- Property taxes were due February 28 and delinquent March 1.
- Fiscal Year 2027 budgets are preparing by the departments. Budget meetings with the departments will start in March and April.

Note: FY 2026 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.

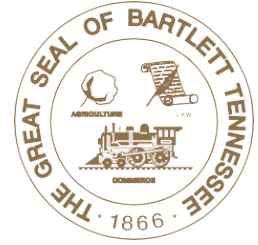


City of Bartlett -- Financial Summary For The Period Ending For The Period Ending February 28, 2026



	FY 2025 Audited Actual	FY 2026 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2025	Year-to-Date Actual FY 2026	Increase/ Decrease in \$	Percent of FY 2025 Actual	Percent of FY 2026 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 9,015,992	\$ 9,237,162	\$ 221,170	\$ 5,974,902	\$ 6,035,984	\$ 61,082	66.27%	65.34%	-0.93%
Public Safety	36,146,969	39,915,789	3,768,820	24,579,131	26,669,138	2,090,007	68.00%	66.81%	-1.18%
Public Works	7,328,791	8,032,820	704,029	4,816,938	4,863,289	46,351	65.73%	60.54%	-5.18%
Parks and Recreation	6,152,994	6,432,137	279,143	4,168,511	4,175,768	7,257	67.75%	64.92%	-2.83%
Performing Arts	897,534	947,427	49,893	606,195	657,247	51,052	67.54%	69.37%	1.83%
Transfers & Other Gen. Fund Items	5,032,296	7,607,940	2,575,645	4,931,019	6,788,019	1,857,000	97.99%	89.22%	-8.76%
Total General Fund Expenditures	\$ 64,574,575	\$ 72,173,275	\$ 7,598,700	\$ 45,076,696	\$ 49,189,444	\$ 4,112,748	69.81%	68.15%	-1.65%
General Fund Revenues									
Property Taxes	\$ 30,109,599	\$ 36,900,000	\$ 6,790,401	\$ 28,533,924	\$ 36,551,645	\$ 8,017,721	94.77%	99.06%	4.29%
Local Taxes	17,321,673	17,954,000	632,327	9,525,012	9,435,312	(89,699)	54.99%	52.55%	-2.44%
Building and Development Fees	2,244,221	2,347,500	103,279	1,351,738	1,356,519	4,781	60.23%	57.79%	-2.45%
Intergovernmental	8,496,867	8,586,000	89,133	4,279,360	4,454,865	175,506	50.36%	51.89%	1.52%
Charges for Services	3,737,759	3,578,775	(158,984)	2,249,833	2,239,046	(10,787)	60.19%	62.56%	2.37%
Court Charges	1,780,092	1,607,000	(173,092)	1,095,543	1,609,206	513,664	61.54%	100.14%	38.59%
Other Revenue	1,596,381	1,200,000	(396,381)	903,399	701,543	(201,855)	56.59%	58.46%	1.87%
Total General Fund Revenues	\$ 65,286,592	\$ 72,173,275	\$ 6,886,683	\$ 47,938,808	\$ 56,348,138	\$ 8,409,330	73.43%	78.07%	4.65%
Special Revenue Funds									
Street Aid Fund	\$ 3,350,662	\$ 4,670,000	\$ 1,319,338	\$ 1,467,636	\$ 1,563,785	\$ 96,149	43.80%	33.49%	-10.32%
Solid Waste Fund	7,413,509	8,222,552	809,043	4,776,787	5,478,482	701,695	64.43%	66.63%	2.19%
General Improvement Fund	837,079	1,346,900	509,821	475,395	723,872	248,478	56.79%	53.74%	-3.05%
Drug Enforcement Fund	193,007	435,500	242,493	139,352	195,223	55,871	72.20%	44.83%	-27.37%
DEA Enforcement Fund	44,165	100,800	56,635	40,394	7,096	(33,298)	91.46%	7.04%	-84.42%
Drainage Control Fund	781,382	1,503,546	722,164	658,901	645,446	(13,455)	84.32%	42.93%	-41.40%
Park Improvement Fund	0	125,000	125,000	0	111,460	111,460	0.00%	0.00%	0.00%
E-Citation Fund	34,689	0	(34,689)	19,212	0	(19,212)	0.00%	0.00%	0.00%
Grant Funds	1,882,459	0	(1,882,459)	270,309	957,767	687,458	14.36%	0.00%	-14.36%
Special Revenue Funds - Expenditures	\$ 14,536,953	\$ 16,404,298	\$ 1,867,345	\$ 7,847,986	\$ 9,683,131	\$ 1,835,145	53.99%	59.03%	5.04%
Special Revenue Funds - Revenues	\$ 18,795,259	\$ 16,404,298	\$ (2,390,962)	\$ 12,147,171	\$ 12,295,339	\$ 148,168	64.63%	74.95%	10.32%
Utility Fund									
Total Utility Operations	\$ 13,244,671	\$ 13,901,584	\$ 656,913	\$ 8,393,489	\$ 8,838,268	\$ 444,779	63.37%	63.58%	0.20%
Total Utility Debt Expenses	496,079	632,752	136,673	504,131	515,328	11,197	101.62%	81.44%	-20.18%
Total Utility Expenses	\$ 13,740,750	\$ 14,534,336	\$ 793,586	\$ 8,897,620	\$ 9,353,595	\$ 455,975	64.75%	64.36%	-0.40%
Total Utility Revenues	\$ 14,976,039	\$ 14,534,336	\$ (441,703)	\$ 8,915,853	\$ 9,344,280	\$ 428,427	59.53%	64.29%	4.76%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,533,195	\$ 8,512,334	\$ (20,861)	\$ 8,085,854	\$ 7,785,255	\$ (300,599)	94.76%	91.46%	-3.30%
Total Debt Service Revenues	\$ 8,433,536	\$ 8,512,334	\$ 78,798	\$ 6,025,252	\$ 6,030,030	\$ 4,777	71.44%	70.84%	-0.61%
Total Expenditures	\$ 101,385,473	\$ 111,624,243	\$ 10,238,770	\$ 69,908,156	\$ 76,011,426	\$ 6,103,270	68.95%	68.10%	-0.86%
Total Revenues	\$ 107,491,427	\$ 111,624,243	\$ 4,132,816	\$ 75,027,084	\$ 84,017,787	\$ 8,990,703	69.80%	75.27%	5.47%

Board of Mayor and Aldermen
April 28, 2026



Item Memo

Consent Summary:

Appoint Jan Jones to the Bartlett Station Commission for a term expiring December 31, 2029. Jan is filling Kenneth Hayes unexpired term.

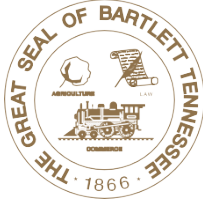
Formal Body:

Attachments:

Appointment to Bartlett Station Commission--4-28-2026-Agenda

BARTLETT STATION COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Jones, Jan	12/31/2029	New Appointment (filling Kenneth Hayes unexpired term)



**Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134**

**Meeting: 4/14/2026 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 13-26

Resolution 13-26, a resolution to amend the Fiscal Year 2026 Bartlett City Schools General Fund and Capital Projects Fund.

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

WHEREAS, the Bartlett City BOE, using Resolution 13-6, approved a budget amendment to its Capital Projects Fund on March 26, 2026, for architect fees and capital improvements of \$126,500 for Oak Cafeteria metal roof replacement, using GPS Fund Balance as the source of funding; and

WHEREAS, resolution 13-6 of the Bartlett City BOE is hereby attached and made a part of this resolution by reference.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendment itemized in resolution 13-6 to the FY2026 General Purpose School Fund and Capital Projects Fund of the Bartlett City BOE is approved.

Adopted this day of April 28, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 13-6

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2025-2026 FISCAL YEAR GENERAL PURPOSE FUND AND EDUCATION CAPITAL PROJECT FUND BUDGETS OF THE BARTLETT CITY SCHOOLS.

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

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

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

Section 1. That the General Purpose and Education Capital Project Fund Budgets for the 2025-2026 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts as referenced below:

Fund 141 - General Fund								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
								\$0.00
Totals					\$0.00	\$0.00	\$0.00	\$0.00
Fund 177 - Capital Projects Fund								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
177	91300	30400	5730	Architects - Oak Cafeteria Metal Roof Replacement	\$0.00	\$6,500.00		\$6,500.00
177	91300	70700	5730	Building Improvements-Oak Cafeteria Metal Roof Replacement	\$0.00	\$120,000.00		\$120,000.00
Totals					\$0.00	\$126,500.00	\$0.00	\$126,500.00
FY26 Amended General Fund Balance					Beginning Bal	Add	Subtract	Amended Fund Bal
					\$57,546,767.42	\$0.00	\$126,500.00	\$57,420,267.42

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

Section 3. That this resolution shall become effective March 26, 2026 from and after its adoption by the Bartlett City Board of Education.

Adopted this 26 day of March, 2026.



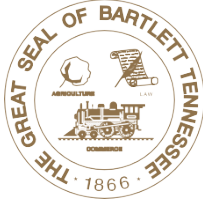
David M. Cook II, Chairman
Bartlett City Board of Education



Dr. David A. Stephens, Superintendent
Bartlett City Board of Education



APPROVED AS TO FORM:
Kari Shoopman, General Counsel



**Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134**

**Meeting: 4/28/2026 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 14-26

Resolution 14-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$98,400 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2025 Peace Officer Supplement Pay of \$800 for each of the 125 eligible Bartlett Police Department personnel in the amount of \$98,400 and the funds have been received by the City on April 13, 2026; and

WHEREAS, to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2026 Operating Budget for the Police Department to accept the 2025 salary supplement for eligible police officers and appropriate the additional expenditures.

NOW THEREFORE BE IT RESOLVED By the **Board of Mayor and Aldermen** that, the Fiscal Year 2026 General Fund budget is amended to appropriate \$98,400 in revenues and expenditures for this 2025 Peace Officer Supplement Pay for police personnel.

Adopted this day of April 28, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Adair, Dustin	2108
Allen, Jacob	3830
Allen, Robert	1649
Anderson, Rebeka	1671
Arendt, Ryan	3965
Armstrong, Benjamin	3725
Armstrong, Christopher	1728
Bierbrodt, Wilson	2369
Bramlett, Nickolas	3432
Brown, Kristopher	3011
Bryant, Ashley	2856
Bryant, Charles	4043
Bueltemann, Blake	3434
Bueltemann, Collin	3966
Bynum, Justin	2250
Caldwell, Russell	2370
Christian, Robert	1859
Christian, Sara	3015
Clark, William	3184
Clements, Charles	3439
Cole, Brenton	3602
Coleman, Chandler	3805
Corson, William	4212
Cote, Michael	3032
Cox, Jeffery	1359
Crossno, Clinton	4082
DeCrow, Patrick	2387
DeWitt, Kevin	3311
Dickerson, Jacob	3396
Dunlap, Timothy	2396
Dyer, Jonathan	3722
Edwards, Brandon	3531
Fisher, Stephen	3752
Gammon, Arlan	2236
Garces, Estevan	2730
Garcia, Jesus	1631
Giannini, Aron	3305
Gillespie, Tyler	3673
Golden, Christopher	2061
Gomez-Marquez, Jose	3887
Gore, Jay	2983
Green, Anthony	3121
Green, Colin	2238
Griffin, David	3019
Grilliot, Matthew	2837
Haler, Hannah	3779

Halliday, Wyatt	3601
Hammonds, Steven	1417
Hanskiewicz, Stanley	1860
Hardgrave, Michael	3939
Harris, Everette	3963
Hines, David	2800
Hobbs, Joe	2124
Holmes, Gerald	1466
Hormann, Cory	2515
Jackson, Jason	2539
Jacobs, Scott	3998
Jarrett, Leslie	2371
Johnson, Kyle	4194
Jolly, Christopher	4335
Kane, John	1732
Keys, John	1682
Kicklighter, Logan	3126
Knight, Casey	1862
Leppanen, Eric	1481
Lewis, Amy	4100
Luff, Bryan	3014
Mack, Richard	2917
Martin, Jared	2513
Martin, Michael	1162
Maser, Jeremy	2459
May, Oscar	1689
McArthur, Matthew	2058
McCollum, Thomas	2059
McGraw, Asya	3828
McKee, Christopher	2512
Meadows, Aaron	3230
Melton, Scott	2866
Mendez, Ezequiel	3826
Molina, Isaiah	4271
Morris, Hunter	3970
Morton, Taylor	4291
Myers, John	2930
Overly, Juanisha	4276
Pappas, Anthony	3670
Pass, Olivia	3910
Pike, Joshua	1552
Pope, Ryan	2202
Prince, Joshua	3436
Purcell, Nicholas	3127
Randall, Tyrone	1863
Read, Robert	2702

Robinson, Matthew	2703
Rodriguez-Meraz, Christian	3435
Rose, Keith	2535
Sanders, DeMarco	3535
Sandlin, Adam	2514
Schaumburg, Christian	1733
Segerson, William	3981
Selph, Robert	1230
Springer, Jeremy	2404
Stabe, Christopher	3301
Stevens, Phillip	3124
Stewart, Dustin	2509
Stubbs, Ethan	3829
Taylor, Michael	2932
Thompson, Laura	2115
Thompson, Walter	3964
Thornton, Brandon	2373
Tudon, Gusatvo	3971
Vick, Brittni	3399
Webb, Denise	1012
Weibel, Matthew	3187
White, John	1734
White, Peyton	3724
White, Robert	3033
White, Samuel	4270
Williams, Jefferson	4151
Wilson, Patrick	3397
Wilson, Wesley	2405
Worthy, Joshua	3400
Young, Grant	2536
Young, Jessie	3780



State of Tennessee
 Commissioner of Finance and Administration
 To the Treasurer of the State of Tennessee

**State of Tennessee Remittance Advice
 Payment Made Through Automated Clearing House**

ACH Number 0007201972

City Of Bartlett
 6400 Stage Rd

Bartlett TN, 38134-3739
 USA

Account Number XXXXX6043
 Deposit Effective Date 04/13/2026
 Total Payment \$98,400.00

Payment Summary					
Supplier Number: 0000001617					
Agency Name	Telephone	Invoice Date	Invoice ID	Voucher Number	Paid Amount
Commerce & Insurance	615/741-2241	04/06/2026	Police Batch 13-2026	00169106	\$98,400.00
2025 Police Salary Supplements					