



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, FEBRUARY 27, 2024 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Anatole Williams, Teen Challenge

FUTURE MEETINGS

Family Assistance Commission, March 4 at 6 p.m.

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

Beer Board, March 5 at 6 p.m.

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

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 13, 2024 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 24-02, an ordinance establishing the YMCA Advisory Board. (Ed McKenney, Jr. City Attorney).** The public hearing is set for March 12, 2024.

CONSENT AGENDA

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

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

- 2 Treasurer's Report for January 2024. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- 1 Resolution 08-24, a resolution to revise and update the Personnel Policies for the City of Bartlett, Tennessee. (Ted Archdeacon, Director of Personnel)**

- 2 Resolution 09-24, a resolution to amend the FY2024 Grant Fund budget to recognize Shelby County Commission grant award totaling \$200,000 to the City of Bartlett for public safety and security purposes. (Dick Phebus, Director of Finance)**

- 3 Resolution 10-24, a resolution to amend the Fiscal Year 2024 General Fund Budget to appropriate \$103,200 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)**

- 4 Proposal for a Citywide Emergency Mass Notification System. (Jeff Cox, Police Chief)**

Recommend the selection of Asher Group. They have provided the City of Bartlett with a GSA Contract Quotation for Hyper-Reach Mass Emergency Notification Services for three years for \$39,675.00. Funding for this purchase is available in Grant Account #131.42100.939.02524.

- 5 Appoint Members to City's Boards and Commissions. (David Parsons, Mayor)**

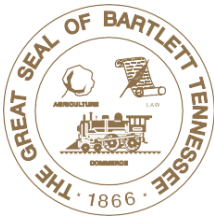
- 6 Appoint James Draffin as Assistant Director of Parks and Recreation, effective March 1, 2024. (David Parsons, Mayor)**

- 7 Appoint Todd Halford as Chief Communications Officer, effective March 1, 2024. (David Parsons, Mayor)**

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, FEBRUARY 13, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by James Farmer, The Lord's Church

FUTURE MEETINGS

Board of Zoning Appeals, February 15 at 6:30 p.m.

Historic Preservation Commission, February 19 at 6:30 p.m.

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

BPACC Advisory Board, February 20 at 6 p.m.

Design Review Commission, February 20 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the January 23, 2024 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Feb 13, 2024 6:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

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

1. Resolution 01-24, a resolution to annex the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property known as Parcel IDs: D013700114 and D013700113 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property by deed recorded in instrument 21094025 in the Shelby County Register of Deeds Office upon written consent of the owners and to incorporate the same within the boundaries of the City of Bartlett, Tennessee.

No one spoke for or against.

Adjourned at 6:10 p.m.

2. Resolution 02-24, a resolution calling for a public hearing on the proposed annexation of the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property known as Parcel IDs: D013700114 and D013700113 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property by deed recorded in instrument 21094025 in the Shelby County Register of Deeds Office upon written consent of the owners and approving a plan of services.

No one spoke for or against.

Adjourned at 6:12 p.m.

3. Resolution 03-24, a resolution to annex the Gordon Marshall Property known as Parcel ID D014700014 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to Gordon D. Marshall by deed recorded in instrument DE5180 in the Shelby County Register of Deeds Office Upon Written Consent of the Owners and to Incorporate the Same within the Boundaries of the City of Bartlett, Tennessee.

No one spoke for or against.

Adjourned at 6:13 p.m.

4. Resolution 04-24, a resolution calling for a public hearing on the proposed annexation of the Gordon Marshall Property known as Parcel ID D014700014 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to Gordon D. Marshall by deed recorded in instrument DE5180 in the Shelby County Register of Deeds Office upon written consent of the owners and approving a plan of services.

No one spoke for or against.

Adjourned at 6:13 p.m.

Minutes Acceptance: Minutes of Feb 13, 2024 6:00 PM (MINUTES ACCEPTANCE)

5. Ordinance 24-01, an ordinance to rezone from “CA” Conservation Agriculture to “I-O” Wholesale and Warehouse, and from “A-O” Agricultural and Open Land to “I-O” Wholesale and Warehouse Property on the northeast corner of Singleton Parkway at Bolen Huse.

No one spoke in favor.

Becky Sue Evans, 4726 Mimosa Rd., Memphis, TN shared concerns that an industrial park could bring large trucks and heavy traffic to her neighborhood.

Jeff Evans, 4726 Mimosa Rd, Memphis, TN expressed the same concerns.

Adjourned at 6:17 p.m.

UNFINISHED BUSINESS

- I **Resolution 01-24, a resolution to annex the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property known as Parcel IDs: D013700114 and D013700113 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property by deed recorded in instrument 21094025 in the Shelby County Register of Deeds Office upon written consent of the owners and to incorporate the same within the boundaries of the City of Bartlett, Tennessee. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning Kim Taylor explained to the board that these annexations were City initiated by property owner consent according to the laws of the State of Tennessee. The properties are approximately 220 acres of land located in our annexation Reserve Area also known as our Western Urban Growth Boundary Area. This area is located at the northwest corner of Walter K. Singleton Parkway and Bolen Huse Rd.

The area consists of three parcels of land owned by the Warlick family and Marshal Gordon families. The City received official owner approvals from both families consenting to be annexed into the City of Bartlett’s municipal jurisdiction.

Along with the annexation proposal, the City is proposing a Plan of Services to provide an analysis of the financial impacts involved in an annexation, as well as information useful in incorporating the required public improvements into the City’s Capital Improvement Program.

The Plan of Services also meets the State’s legal requirements regarding municipal annexation of any territory by the City.

In the case of this proposed annexation, the use of the property will remain agricultural and/or green open space with the intent that in the future (3 to 5 years), an industrial user(s) with large employment numbers will occupy the property. This will be in line with the Tennessee Department of Economic Development mission to bring jobs to our state. Additionally, the goal is to have the site ready and able to qualify for eligible State and Federal Infrastructure Grants as well as other monies that will support this endeavor. We also estimate that between 1.7 to 2 million square feet of building can be constructed on this site.

This item had a public hearing at the January 2, 2024 Planning Commission meeting and comes with a favorable designation.

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

- 2 Resolution 02-24, a resolution calling for a public hearing on the proposed annexation of the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property known as Parcel IDs: D013700114 and D013700113 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property by deed recorded in instrument 21094025 in the Shelby County Register of Deeds Office upon written consent of the owners and approving a plan of services. (Kim Taylor, Director of Planning and Economic Development)

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

- 3 Resolution 03-24, a resolution to annex the Gordon Marshall Property known as Parcel ID D014700014 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to Gordon D. Marshall by deed recorded in instrument DE5180 in the Shelby County Register of Deeds Office Upon Written Consent of the Owners and to Incorporate the Same within the Boundaries of the City of Bartlett, Tennessee. (Kim Taylor, Director of Planning and Economic Development)

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

- 4 Resolution 04-24, a resolution calling for a public hearing on the proposed annexation of the Gordon Marshall Property known as Parcel ID D014700014 as shown on the Tax Map Number 73 in the Shelby County Tax Assessors office and being a parcel of land conveyed to Gordon D. Marshall by deed recorded in instrument DE5180 in the Shelby County Register of Deeds Office upon written consent of the owners and approving a plan of services. (Kim Taylor, Director of Planning and Economic Development)

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

5 Third Reading of Ordinance 24-01, an ordinance to rezone from “CA” Conservation Agriculture to “I-O” Wholesale and Warehouse, and from “A-O” Agricultural and Open Land to “I-O” Wholesale and Warehouse Property on the northeast corner of Singleton Parkway at Bolen Huse. (Kim Taylor, Director of Planning and Economic Development)

Ms. Taylor stated that this ordinance is a City initiated request along with the property owners consent to rezone two parcels of land that are being conjunctively annexed into the City of Bartlett jurisdictional boundary. A third parcel that is adjacent to the annexed property will also be rezoned. The annexed properties will be rezoned from Shelby County's zoning designation CA- Conservation Agriculture to the City of Bartlett's zoning designation I-O Warehouse and wholes sale. The adjacent parcel that is in Bartlett will also be rezoned from Bartlett” AO- Agricultural Open Land to I-O Warehouse and Wholesale.

This item had a public hearing at the January 2, 2024 Planning Commission meeting and comes with a favorable designation.

Alderman David Reaves asked what type of businesses the “I-O” zoning entailed. Ms. Taylor explained this was the widest range of wholesale uses, but was geared toward advanced, high-end industrial uses. Mr. Reaves expressed concerns of warehouses rather than large industrial uses being placed on the property.

Ms. Taylor said that the State of Tennessee would present grants in which the City could apply.

CAO Steve Sones explained that this has been brought before the Industrial Development Board and there is an option on the property. He said the goal by having an option and zoning "I-O" is to cast the broadest net possible to attract advanced manufacturing. The grants for advanced manufacturing issued by the State are the grants the City is trying to pursue. He stated that the zoning runs concurrent with the property option. If the City says "no", the option dies.

Alderman Reaves stated he was for this rezoning, but did not want the use to be warehouse.

Alderman Quinn said he had those same concerns, but that the Industrial Development Board felt like they had some control and they had some good contracts. He mentioned that there may could be something added to the contract that would prevent the future sell as a warehouse. He also confirmed that Bolen Huse was not part of the annexation.

Alderman Williams asked for a clarification of "high-end uses" for the public and the Evans.

Mayor Parsons said most industrial manufacturing is increasingly more robotic, streamlined, digital, and computerized. The cost to develop such infrastructure requires grants, of which the City has been working on for over year.

Alderman King also wanted to respond to the Evans' concern regarding traffic flows. He stated all that has yet to be designed, but should include traffic studies.

Minutes Acceptance: Minutes of Feb 13, 2024 6:00 PM (MINUTES ACCEPTANCE)

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

CONSENT AGENDA

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

- 1 Special event permit for Running of the Rams 5K Run/Walk. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Friday, May 10 from 4:00 p.m. to 10:00 p.m. at Oak Elementary School.
- 2 Special event permit for Police Week 5K Run/Walk. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, May 4 from 6 a.m. to 2 p.m. at Appling Lake First Responders Area.
- 3 Proposal for design and construction services from Ross Witt for the Dixon Brewer CDBG Grant Project. (Paul Wright, Director of Parks and Recreation)**
Recommend accepting the proposal from Ross Witt, PLLC Architecture Interior Design be approved for a total cost of \$37,700.00.

Funds are available in Account 311.48311.780.51623.

NEW BUSINESS

- 1 Resolution 06-24, a resolution to amend the FY2024 Utility Capital Improvement Fund budget to provide funding for a Water Improvement Project and to provide transfer from Water Utility Fund to Utility Capital Improvement Fund. (Dick Phebus, Director of Finance)**

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

Minutes Acceptance: Minutes of Feb 13, 2024 6:00 PM (MINUTES ACCEPTANCE)

- 2 Resolution 07-24, a resolution to amend the FY2024 Grants Fund budget to recognize Shelby County Tennessee CDBG grant funding of \$450,000 for Bartlett Parks Department. (Dick Phebus, Director of Finance)**

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

- 3 Approval of Ad Hoc Special Event Committee. (Steve Sones, Chief Administrative Officer)**

Chief Administrative Officer, Steve Sones said this committee would be co-chaired by Aldermen Griffin and Williams and the membership is set forth in the agenda item.

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

- 4 First Reading of Ordinance 24-02, an ordinance establishing the YMCA Advisory Board. (Ed McKenney, Jr. City Attorney)**

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 2/27/2024 6:00 PM
MOVER: David Reaves, Alderman
SECONDER: Robert Griffin, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

OPEN DISCUSSION

Alderman Reaves mentioned an article in the Daily Memphian regarding Senator Brent Taylor's exploration of special judicial districts. Mr. Reaves said of all the municipalities, Bartlett is in the best position to have our own criminal court. He suggested a statement from the board endorsing this study.

Mayor Parsons stated he already has a meeting scheduled with Senator Taylor this week to discuss this matter.

Mayor Parsons applauded numerous athletic teams of the Bartlett City Schools systems for their merits.

ADJOURNMENT

Meeting adjourned at 6:49 PM

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

 David Parsons, Mayor



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3491)

Meeting: 02/27/24 06:00 PM

Department: Legal

Category: Policy

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3491

Ordinance 24-02, an ordinance establishing the YMCA Advisory Board.

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

SECTION 1. Establishment of the YMCA Advisory Board.

There is hereby established a YMCA Advisory Board consisting of nine (9) members who will provide financial oversight and recommendations, advocacy, and conduct fundraising activities for the newly formed recreation center that coincide with the guidelines set by the City and the YMCA as a subsidiary commission to the Board of Mayor and Aldermen.

SECTION 2. Membership of Advisory Board.

The YMCA Advisory Board shall consist of nine (9) members, who shall be appointed by the Mayor and approved by the Board of Aldermen. The City of Bartlett YMCA Advisory Board will consist of the following: one (1) member will be the City of Bartlett YMCA Executive Director or his/her designee; one (1) member will be the CEO of the YMCA or his/her designee; one (1) member will be the City's Director of Parks and Recreation or his/her designee; the remaining six (6) members will be based on the recommendation and approval of the Board of Aldermen, with each City of Bartlett Alderman submitting the name of one (1) City resident, subject to approval of the majority of the members of the Board of Aldermen. Two (2) advisors will also be assigned to the board. One (1) will be the City Attorney or Assistant City Attorney, and one (1) will be the City's Chief Administrative Officer. Citizens shall serve without compensation.

SECTION 3. Terms of Membership.

When a member's term expires, that member will serve until reappointed or replaced by another member. Each alderman's appointed nominee's term will be concurrent with the appointing alderman's term. For initial appointments, the terms for Positions 1, 2 and 3 will expire December 31, 2026; the terms for Positions 4, 5, and 6 will expire December 31, 2024.

SECTION 4. Vacancies and/or Removal from Membership.

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

SECTION 5. Grant of Responsibility.

It shall be the responsibility of the YMCA Advisory Board to adopt such by-laws, policies and procedures for its own proceedings as may be expedient and such policies and procedures it deems appropriate for the use and management of the YMCA Bartlett Center in the City of Bartlett. It shall be the responsibility of the

YMCA Advisory Board to report all such policies and procedures or changes therein to the Board of Mayor and Aldermen within a period not less than thirty (30) days from adoption thereof and the Board of Mayor and

Aldermen may veto, revise or modify any such policies and procedures as it deems appropriate.

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

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

SECTION 7. Election of Board Chairman.

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

SECTION 9. Conflicts of Interest.

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

SECTION 10. Severability.

Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and

remainder of this Ordinance shall remain in full force and effect.

SECTION II. EFFECTIVE DATE.

This Ordinance shall take effect from and after its final passage, the public welfare requiring it.

FIRST READING: February 13, 2024

SECOND READING: February 27, 2024

THIRD READING: March 12, 2024

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

David Parsons, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 02/27/24 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Police	2009	Mercedes-Benz C300	Gray	WDDGF81XX9R075083
Police	2006	Chevrolet Tahoe	White	1GNEC13V56R135867
Police		Fendi Backpack	Black/Yellow	Seized
Police	2012	Audi A7	Black	WAUSGAFC1CN001805
Police	2013	Dodge Charger	Black/White	2C3CDXAT9DH586948
Police	2013	Dodge Charger	Black/White	2C3CDXAT7DH586950
Police	2014	Dodge Charger	Black/White	2C3CDXAT3EH205600
Police	2014	Dodge Charger	Black/White	2C3CDXAT5EH205601
Police	2016	Ford Explorer	Black/White	1FM5K8AR2GGB73897
Police	2012	Ford Explorer XLT	Black	1FMHK7D84CGA74132
Police	2012	Dodge Charger	Black/White	2C3CDXAT9CH195734
Police	2011	Ford Crown Victoria	Black/White	2FABP7BV0BX113284
Police	2010	Ford Crown Victoria	Black/White	2FABP7BV3AX110717
Police	2010	Ford Crown Victoria	Black/White	2FABP7BV1AX110716
Police	2009	Ford Crown Victoria	Black/White	2FAHP71V49X119806

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

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

Thank you for your consideration of the above item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/27/24 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for January 2024.



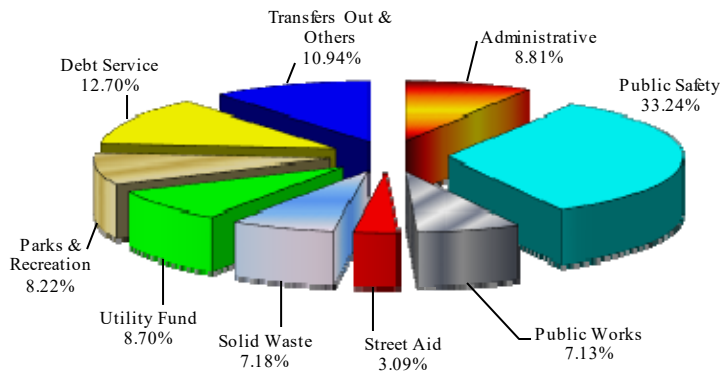
City of Bartlett

FINANCIAL REPORT

January 31, 2024

Total Expenditures, FY 2024 Budget: \$105,587,418

WHERE THE \$ GOES (Does not include School)

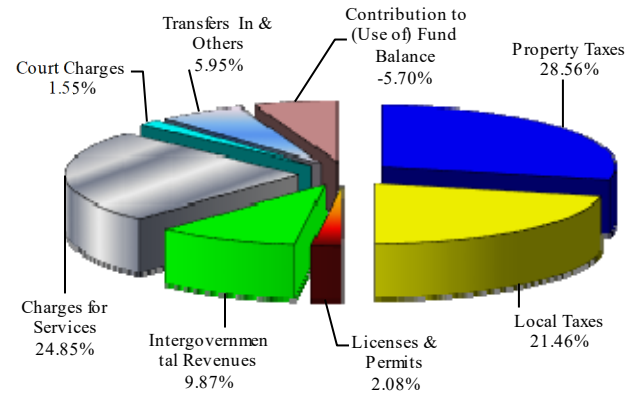


BUDGET HIGHLIGHTS

- June 30, 2023 year-to-date actual is audited.
- Property taxes are due February 28 and delinquent March 1.
- Delinquent 2022 property taxes were submitted to the Trustee for collection.
- Fiscal Year 2025 budgets are being prepared by the departments now.

Total Revenues, FY 2024 Budget: \$105,587,418

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



FY 2024 YEAR-TO-DATE For The Period Ending January 31, 2024

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,316,654	\$ 4,373,250
Public Safety	34,679,607	19,977,172
Public Works	7,384,012	4,026,542
Parks and Recreation	7,818,801	4,516,827
Performing Arts	862,540	488,726
Transfers & Other Gen. Fund Items	6,389,019	6,728,665
Subtotal	\$ 65,450,633	\$ 40,111,182
General Fund Revenues		
Property Taxes	\$ 30,153,000	\$ 18,885,219
Local Taxes	17,881,181	7,240,507
Building and Development Fees	2,191,200	1,445,214
Intergovernmental	8,316,500	3,345,275
Charges for Services	4,507,715	2,627,483
Court Charges	1,337,000	797,498
Other Revenue	1,064,037	543,053
Subtotal	\$ 65,450,633	\$ 34,884,248
Special Rev. Funds - Expenditures	\$ 12,618,476	\$ 10,677,179
Special Rev. Funds - Revenues	\$ 12,618,476	\$ 9,349,412
Utility Expenses	\$ 15,386,187	\$ 11,022,142
Utility Revenues	\$ 15,386,187	\$ 7,480,457
Debt Service Expenditures	\$ 12,132,122	\$ 10,182,085
Debt Service Revenues	\$ 12,132,122	\$ 6,593,027
Total Expenditures	\$ 105,587,418	\$ 71,992,587
Total Revenues	\$ 105,587,418	\$ 58,307,144

Note: FY 2024 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds, Utility Fund and the Debt Service Fund.

Attachment: Jan24FinRpt (3502 : Treasurer's Report for January 2024)



City of Bartlett -- Financial Summary

For The Period Ending For The Period Ending January 31, 2024



	FY 2023 Actual	FY 2024 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2023	Year-to-Date Actual FY 2024	Increase/ Decrease in \$	Percent of FY 2023 Actual	Percent of FY 2024 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,401,480	\$ 8,316,654	\$ 915,174	\$ 4,297,330	\$ 4,373,250	\$ 75,920	58.06%	52.58%	-5.48%
Public Safety	31,909,622	34,679,607	2,769,985	19,484,867	19,977,172	492,305	61.06%	57.60%	-3.46%
Public Works	6,801,474	7,384,012	582,537	3,865,428	4,026,542	161,114	56.83%	54.53%	-2.30%
Parks and Recreation	7,075,135	7,818,801	743,666	4,234,157	4,516,827	282,670	59.85%	57.77%	-2.08%
Performing Arts	801,412	862,540	61,128	453,928	488,726	34,798	56.64%	56.66%	0.02%
Transfers & Other Gen. Fund Items	8,018,818	6,389,019	(1,629,799)	5,901,019	6,728,665	827,646	73.59%	105.32%	31.73%
Total General Fund Expenditures	\$ 62,007,941	\$ 65,450,633	\$ 3,442,691	\$ 38,236,728	\$ 40,111,182	\$ 1,874,453	61.66%	61.28%	-0.38%
General Fund Revenues									
Property Taxes	\$ 29,768,045	\$ 30,153,000	\$ 384,955	\$ 19,324,123	\$ 18,885,219	\$ (438,904)	64.92%	62.63%	-2.28%
Local Taxes	16,976,562	17,881,181	904,619	7,214,562	7,240,507	25,944	42.50%	40.49%	-2.00%
Building and Development Fees	1,715,368	2,191,200	475,832	907,618	1,445,214	537,595	52.91%	65.96%	13.04%
Intergovernmental	8,043,637	8,316,500	272,863	3,297,063	3,345,275	48,212	40.99%	40.22%	-0.77%
Charges for Services	4,663,003	4,507,715	(155,288)	2,464,032	2,627,483	163,451	52.84%	58.29%	5.45%
Court Charges	1,331,287	1,337,000	5,713	764,275	797,498	33,223	57.41%	59.65%	2.24%
Other Revenue	1,296,382	1,064,037	(232,346)	330,801	543,053	212,251	25.52%	51.04%	25.52%
Total General Fund Revenues	\$ 63,794,284	\$ 65,450,633	\$ 1,656,349	\$ 34,302,475	\$ 34,884,248	\$ 581,774	53.77%	53.30%	-0.47%
Special Revenue Funds									
Street Aid Fund	\$ 1,851,698	\$ 3,260,000	\$ 1,408,302	\$ 798,578	\$ 913,987	\$ 115,408	43.13%	28.04%	-15.09%
Solid Waste Fund	6,917,292	7,642,070	724,778	3,594,947	4,343,581	748,635	51.97%	56.84%	4.87%
General Improvement Fund	1,045,060	1,154,800	109,740	484,684	511,024	26,340	46.38%	44.25%	-2.13%
Drug Enforcement Fund	192,234	300,000	107,766	71,407	130,662	59,255	37.15%	43.55%	6.41%
DEA Enforcement Fund	112,744	102,500	(10,244)	3,058	982	(2,076)	2.71%	0.96%	-1.75%
Drainage Control Fund	121,509	143,106	21,597	69,138	79,270	10,133	56.90%	55.39%	-1.51%
Park Improvement Fund	135,000	0	(135,000)	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	667	16,000	15,333	0	3,099	3,099	0.00%	19.37%	19.37%
Grant Funds	7,533,785	0	(7,533,785)	1,845,128	4,694,574	2,849,446	24.49%	0.00%	-24.49%
Special Revenue Funds - Expenditures	\$ 17,909,991	\$ 12,618,476	\$ (5,291,515)	\$ 6,866,940	\$ 10,677,179	\$ 3,810,239	38.34%	84.62%	46.27%
Special Revenue Funds - Revenues	\$ 19,548,168	\$ 12,618,476	\$ (6,929,692)	\$ 7,707,581	\$ 9,349,412	\$ 1,641,831	39.43%	74.09%	34.66%
Utility Fund									
Total Utility Operations	\$ 7,904,678	\$ 14,113,841	\$ 6,209,163	\$ 4,121,926	\$ 9,901,466	\$ 5,779,540	52.15%	70.15%	18.01%
Total Utility Debt Expenses	909,365	1,272,346	362,981	831,105	1,120,677	289,571	91.39%	88.08%	-3.31%
Total Utility Expenses	\$ 8,814,043	\$ 15,386,187	\$ 6,572,144	\$ 4,953,031	\$ 11,022,142	\$ 6,069,112	56.19%	71.64%	15.44%
Total Utility Revenues	\$ 10,973,767	\$ 15,386,187	\$ 4,412,421	\$ 6,254,046	\$ 7,480,457	\$ 1,226,412	56.99%	48.62%	-8.37%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,089,523	\$ 12,132,122	\$ 3,042,599	\$ 7,286,454	\$ 10,182,085	\$ 2,895,631	80.16%	83.93%	3.76%
Total Debt Service Revenues	\$ 9,315,315	\$ 12,132,122	\$ 2,816,807	\$ 6,552,572	\$ 6,593,027	\$ 40,455	70.34%	54.34%	-16.00%
Total Expenditures	\$ 97,821,498	\$ 105,587,418	\$ 7,765,919	\$ 57,343,153	\$ 71,992,587	\$ 14,649,434	58.62%	68.18%	9.56%
Total Revenues	\$ 103,631,534	\$ 105,587,418	\$ 1,955,884	\$ 54,816,673	\$ 58,307,144	\$ 3,490,471	52.90%	55.22%	2.33%

Attachment: Jan24FinRpt (3502 : Treasurer's Report for January 2024)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3494)

Meeting: 02/27/24 06:00 PM

Department: Personnel

Category: Amendment

Prepared By: Penny Medlock

Initiator: Ted Archdeacon

Sponsors:

DOC ID: 3494

Resolution 08-24, a resolution to revise and update the Personnel Policies for the City of Bartlett, Tennessee.

WHEREAS, by Resolution 46-23, adopted on December 12, 2023, the City of Bartlett revised and updated its personnel policies that had been adopted in February, 1986; and

WHEREAS, the Director of Personnel has reviewed and updated the aforementioned personnel policies; and

WHEREAS, it is in the best interest of the City of Bartlett to adopt the revised personnel policies referenced below.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE that Chapter 2, Section 2.3 of the City of Bartlett Policy Manual, be revised as follows:

31. Chief Communications Officer

Except as expressly provided otherwise in this Amendment, the language of the Personnel Policy in effect prior to the adoption of this Amendment shall remain unchanged.

ADOPTED THIS 27th day of February, 2024.

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

David Parsons, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3498)

Meeting: 02/27/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3498

Resolution 09-24, a resolution to amend the FY2024 Grant Fund budget to recognize Shelby County Commission grant award totaling \$200,000 to the City of Bartlett for public safety and security purposes.

WHEREAS, the Shelby County Commission has approved a \$200,000 grant to the City of Bartlett to fund public safety initiatives to benefit the public safety of the citizens of Bartlett and Shelby County; and

WHEREAS, the Shelby County Government and the City of Bartlett have entered into a Memorandum of Agreement designating how the proceeds of this grant shall be distributed and detailing eligible expenditures; and

WHEREAS, the City of Bartlett wishes to accept this grant for the purposed of reducing violent crime within the City of Bartlett and Shelby County;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett FY2024 Grant Fund budget adopted on final reading on May 23, 2023, is amended by recognizing the above grant revenues and approving eligible expenditure categories. General Ledger accounts, with description, to be amended are presented in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
311.30000.33581.02524	Shelby County Grant	\$200,000	
311.42100.939.02524	Police Equipment		\$88,000
311.42200.939.02524	Fire Department Equipment		\$40,000
311.43100.939.02524	Engineering Equipment		\$72,000

Adopted this day of February 27, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN SHELBY COUNTY GOVERNMENT ("COUNTY")
AND THE CITY OF BARTLETT ("CITY") FOR FUNDING PUBLIC SAFETY
INITIATIVES IN DISTRICT 3**

THIS Memorandum of Agreement ("**MOA**") is made and entered into this 31st day of January 2024 by and between Shelby County Government ("**COUNTY**" or "**Grantor**") and the City of Bartlett ("**Grantee**" or "**City**").

RECITALS:

WHEREAS, the COUNTY and the Grantee recognize the importance of providing for the safety and security of their citizens; and

WHEREAS, the COUNTY by resolution has awarded funds and proceeds to Grantee in the amount of \$200,000.00 (Two Hundred Thousand Dollars and 00/100) for public safety initiatives; and

WHEREAS, the COUNTY has designated how the funding shall be distributed within the COUNTY districts located within the City as provided in the resolution attached hereto as Exhibit A and incorporated herein as if stated verbatim within; and

NOW THEREFORE, the parties to this MOA for consideration set forth below do hereby agree and bind themselves to the following terms and conditions:

1. PROJECT DESCRIPTION

Shelby County seeks to reduce crime and promote community activities and education that would deter adverse elements that breed misdeeds in respective neighborhoods within its boundaries. Funding is being provided to municipalities within the COUNTY for this purpose as specified within Exhibit A, which is attached hereto and incorporated herein as if stated verbatim.

The COUNTY hereby agrees to provide Grantee the funding amount of Dollars and \$200,000.00 (Two Hundred Thousand Dollars and 00/100) to be used for eligible expenses, including those related to: battery backup systems for intersection traffic control devices, portable traffic signal trailers, mobile electronic signage equipment, an emergency mass notification system, and battery-operated hydraulic extrication tools.

2. TERM

The MOA shall commence upon execution of all parties and shall expire one year from execution by all parties. Any funds not expended for the designated purpose within six months of receipt by Grantee shall be subject to return to the COUNTY, and payment shall be due and owing to the COUNTY as of the seventh month following receipt of funds.

3. NOTICES. All notices required under this MOA shall be sent to the following:

COUNTY: Division of Finance
Attn.: Director of Finance
160 N. Main St. 8th Floor
Memphis, Tennessee 38103

GRANTEE: City of Bartlett
6400 Stage Road
Bartlett, TN 38134
Attn: Dick Phebus, Director of Finance

4. GENERAL TERMS AND CONDITIONS:

4.1 AMENDMENTS

This MOA may be modified or amended only if the amendment is made in writing and signed by both parties.

4.2 TERMINATION

The COUNTY may terminate this MOA in whole in the event funding is used for ineligible purposes or if Grantee materially fails to comply with the terms and conditions of this MOA. In the case of such event, Grantee will reimburse the COUNTY the unexpended amount of the funds received from the COUNTY, and Grantee will continue to be subject to the same requirements regarding audit, record keeping, and submission of reports for the duration of the MOA term.

4.3 GOVERNING LAW

This MOA will be interpreted in accordance with the laws of the State of Tennessee. By execution of this MOA, the parties agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this MOA will be instituted and litigated in the courts of the State of Tennessee located in Shelby COUNTY, Tennessee and in no other.

4.4 **ENTIRE AGREEMENT**

This MOA contains the entire agreement of the parties and there are no other promises or conditions in any other Contract whether oral or written. This MOA supersedes any prior written or oral contracts between the parties.

4.5 **SEVERABILITY**

If any provision of this MOA is held to be unlawful, invalid, or unenforceable under any present or future laws, such provision shall be fully severable; and this MOA shall then be construed and enforced as if such unlawful, invalid, or unenforceable provision had not been a part hereof. The remaining provisions of this MOA shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this MOA a legal, valid, and enforceable provision as similar in terms to such unlawful, invalid, or unenforceable provision as possible.

4.6 **LIABILITY OF PARTIES**

Each Party shall be responsible for the acts or omissions of its respective employees or representatives and in accordance with the laws of the State of Tennessee. Neither Party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the Party is legally responsible.

4.7 **RELATIONSHIP OF THE PARTIES**

The parties hereto acknowledge that Grantee, its employees, agents, and representatives are not employees, agents, officers, or representatives of COUNTY. Nothing herein shall be deemed to constitute a partnership, joint venture, or agency between Grantee and COUNTY.

4.8 **JUDGMENTS**

COUNTY has no obligation to provide legal counsel or defense to Grantee or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not a party to this MOA against Grantee as a result of or relating to funding provided under this MOA, and COUNTY has no obligation for the payment of any judgment or the settlement of any claims against Grantee as a result of or relating to funding provided under this MOA.

4.9 **NO WAIVER**

The failure of COUNTY to enforce any provision or exercise a right under this MOA shall not be considered a waiver. The waiver of provision shall be effective only if it is made in writing by COUNTY and shall be effective only as to the specific instance or purpose as stated therein.

4.10 **SUBJECT TO FUNDING**

This MOA is subject to appropriations of funds by the Shelby County Government. In the event sufficient funds for this MOA are not appropriated or otherwise become unavailable, COUNTY reserves the right to terminate this MOA immediately. Such termination shall not be considered a breach by COUNTY, and upon such termination, Grantee shall have no right to recover from COUNTY any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount. Grantee acknowledges that the receipt of funds pursuant to this MOA does not imply a commitment on behalf of COUNTY to continue funding beyond the terms listed herein.

4.11 **PERSONALLY IDENTIFIABLE INFORMATION (PII)**

Grantee warrants to COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4.12 **EXECUTION**

By execution of this MOA, each party hereto represents to the other that the execution has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation to such party.

IN WITNESS WHEREOF, the parties below acknowledge their agreement to this MOA for funding the purchase and installation of neighborhood security cameras.

SHELBY COUNTY



Lee Harris, Mayor

1/31/24

Date

APPROVED BY:



Contracts Administration/
Assistant County Attorney

CITY OF BARTLETT



Mayor

12-1-23

Date



Director Police Services

APPROVED BY:



City Attorney

Item #: 11Moved by: THORNTONPrepared by: LaCretia MaclinSeconded by: SUGARMONReviewed by: Marcy Ingram

RESOLUTION AMENDING THE FY 2024 OPERATING BUDGET AUTHORIZING AN ALLOCATION AND APPROPRIATION TO THE CITY OF BARTLETT, TENNESSEE, IN AN AMOUNT NOT TO EXCEED \$200,000.00 FOR PUBLIC SAFETY INITIATIVES IN DISTRICT 3. THIS ITEM REQUIRES AN EXPENDITURE OF \$200,000.00 FROM THE GENERAL FUND-FUND BALANCE. SPONSORED BY COMMISSIONER MICK WRIGHT.

WHEREAS, The Shelby County Board of Commissioners adopted as Item 64A, on June 26, 2023, a Resolution authorizing a Public Safety Initiatives Grant allocation from the Sheriff's Grants-Other Fund, Account No. 031-610901-9099, to move unspent funds to the Commission's Milton Grant Program, Account No. 010-201301-9098, in an amount not to exceed \$1,800,000.00 for public safety initiatives in Districts 2, 3, 4, 5, 8, 10, 11, 12, and 13; and

WHEREAS, The Shelby County Board of Commissioners and Sheriff Floyd Bonner, Jr., have partnered to utilize a small portion of law enforcement operating funds in order to subsidize public safety initiatives in Districts 2, 3, 4, 5, 8, 10, 11, 12, and 13 and said FY 2023 unspent funds are now a part of the General Fund-Fund Balance, Account No. 9999; and

WHEREAS, The goal of the partnership will produce dividends in the reduction of crime and the promotion of community activities and education that would deter adverse elements that breed misdeeds in respective neighborhoods; and

WHEREAS, The City of Bartlett has identified several critical public safety concerns that arose during, and in the aftermath of recent severe weather events, and has compiled a list of items that would help mend these prevalent gaps; including: battery backup systems for intersection traffic control devices, portable traffic signal trailers, mobile electronic signage equipment, an emergency mass notification system, and battery-operated hydraulic extrication tools.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2024 Operating Budget is hereby amended to allocate and appropriate \$200,000.00 from the General Fund-Fund Balance, Account No. 9999 (see, Exhibit A attached hereto and incorporated herein) to the City of Bartlett, subject to agreement between the City of Bartlett and Shelby County Government, the parties. The Commission's Administrator is hereby directed to draft the contract or Memorandum of Agreement (MOA) for the parties and said MOA shall be reviewed by the Contracts Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance, are hereby authorized to execute any and all documents on behalf of Shelby County Government necessary to comply with the purpose and intent of this Resolution.

BE IT FURTHER RESOLVED, That the County Mayor and Director of Administration and Finance are authorized to issue their warrant, or warrants, to the extent of any future encumbrances made in direct correlation to this Resolution, and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, That this Resolution shall take effect in accordance with the Shelby County Charter, Article II, Section 2.06(B), the public welfare requiring the same.



Lee Harris
County Mayor

Date: 10/6/2022

ATTEST.

Clerk of County Commission

ADOPTED: October 2, 2023

Exhibit A

**Shelby County Government Operating Budget Amendment
FY2024**

**Legislative Operations
044-800201**

<u>Line Item</u>	<u>Description</u>	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
8981	Other Municipalities	\$0.00	\$200,000.00	\$200,000.00
9999	Planned Fund Balance Decrease	\$0.00	(\$200,000.00)	(\$200,000.00)
		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Attachment: Shelby County Public Safety Grant (3498 : Res. 09-24 Shelby County \$200,000 Grant)

VENDOR NO.

M1712

CHECK DATE 02/13/2024 CK. NO 90055730

7.2.a

INVOICE NO.	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
11	10/06/23	S015012	200000.00	0.00	200000.00
CITY OF BARTLETT			200000.00	0.00	200000.00

WARNING: DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE SIGNATURES IN A TRUE WATERMARK WHEN HOLDING THE CHECK TOWARD THE LIGHT AND PINK LOCK & KEY ICONS THAT FADE WHEN WARMED



SHELBY COUNTY GOVERNMENT
TO THE TRUSTEE OF SHELBY COUNTY
MEMPHIS TENNESSEE
DISBURSEMENT ACCOUNT

REGIONS BANK
MEMPHIS, TENNESSEE

87-231/843

CHECK DATE	CHECK NO.
02/13/2024	90055730

AMOUNT
\$200,000.00

PAY
AMOUNT: TWO HUNDRED THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TN 38134



Lee A. P. 2
AUTHORIZED SIGNATURE
Andrew Lipton
AUTHORIZED SIGNATURE

⑈90055730⑈ ⑈084302614⑈ ⑈0000953822⑈

Packet Pg. 31

Attachment: Shelby County Public Safety Grant (3498 : Res. 09-24 Shelby County \$200,000 Grant)

Dick Phebus

From: Chris Golden
Sent: Monday, February 19, 2024 8:26 AM
To: Dick Phebus; Eric Phan
Cc: Lee Cain; Tommy Gately; Ava MacFerran; Steve Sones; John Horne
Subject: RE: Grant

This is a breakdown of how the funds should be allocated:

Police: \$88,000 (Emergency Notification System, Portable Traffic Signal, Portable Stop Signs, Message Board)
 Fire: \$40,000 (Battery Operated Extrication Tools)
 Engineering: \$72,000 (Battery Backup Systems for (4) Intersection Traffic Control Devices)(Locations are TBD)

Respectfully,

Chris Golden | Deputy Chief

City of Bartlett | Police Department
 3730 Appling Road • Bartlett, TN 38133
 Office (901) 385-5560



From: Dick Phebus <dphebus@cityofbartlett.org>
Sent: Friday, February 16, 2024 5:43 PM
To: Eric Phan <ephan@cityofbartlett.org>
Cc: Lee Cain <lcain@cityofbartlett.org>; Chris Golden <cgolden@bartlettspolice.org>; Tommy Gately <tgately@cityofbartlett.org>; Ava MacFerran <amacferran@cityofbartlett.org>
Subject: Re: Grant

Thanks to all. I'll draft the resolution on Monday.

Dick
 Sent from my iPhone

Attachment: Shelby County Public Safety Grant (3498 : Res. 09-24 Shelby County \$200,000 Grant)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3497)

Meeting: 02/27/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3497

Resolution 10-24, a resolution to amend the Fiscal Year 2024 General Fund Budget to appropriate \$103,200 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2023 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of \$103,200 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2024 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2024 General Fund budget is amended to appropriate \$103,200 in revenues and expenditures for the 2023 Peace Officer Supplement Pay for police personnel.

Adopted this day of February 27, 2024

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 02/27/24 06:00 PM

Department: Police

Category: Agreement

Prepared By: Jennifer Stonecipher

Department Head: Jeff Cox

Proposal for a Citywide Emergency Mass Notification System.

On October 2, 2023, the Shelby County Board of Commissioners approved a resolution that authorized \$200,000 in funding for public safety initiatives within the City of Bartlett. A portion of this funding has been allocated to acquire a municipal Emergency Mass Notification System for our municipality.

We are requesting permission to add an item to the BMA Meeting Agenda for February 27, 2024. To improve the City's communication capabilities, the Police Department is seeking to purchase an Emergency Mass Notification System to give public safety, emergency communicators, and public leaders the ability to create and send messages quickly to the citizens of our community. Incorporating an emergency alert system would increase our ability to communicate effectively and allow us to notify citizens of active ongoing events, emergencies, disaster preparedness alerts, evacuation plans, and general community information.

Representatives from our organization have conducted extensive research and contacted numerous vendors and law enforcement agencies regarding this purchase. Based upon capability, cost comparison, and suitability for our municipality, it was determined that Asher Group's Hyper-Reach Service is the best choice for our implementation. Asher Group's Hyper-Reach is a leading service provider of Emergency Mass Communication Systems for government organizations. The City of Germantown and the Town of Collierville have each incorporated this system into their organizations.

Funding for this purchase is available in Grant Account #131.42100.939.02524.



BARTLETT POLICE DEPARTMENT

Emergency Notification System



Project Description:

- The Police Department has identified several critical public safety concerns that arose during and in the aftermath of recent severe weather events. One primary concern is the city's ability to communicate information with citizens in the absence of social media applications or local news outlets. To improve the city's communication capabilities, the Police Department is seeking to purchase an Emergency Mass Notification System to give public safety, emergency communicators, and public leaders the ability to create and send messages quickly to the citizens of our great community.
- Incorporating an emergency alert system would increase our ability to communicate effectively and allow us to notify citizens of active ongoing events, emergencies, disaster preparedness alerts, evacuation plans, and general community information. These systems allow community members to receive information via text messages, telephone calls, and email notifications.

U.S. General Services Administration Purchase Contract Options:

- The United States General Services Administration (GSA) has established various purchasing contracts, which establish a source or sources of supply for all federal agencies and eligible state, local, territorial, and tribal governments. These contracts require the vendors to provide all goods or services and deliverables as required by said contracts. Government organizations may utilize these contracts by purchasing directly from the contractor in accordance with all applicable policies and procedures. As a result, we respectfully request to purchase this equipment using the U.S. General Services Administration Purchase Contract. This contract, #35F-072CA, establishes a source of supply for Electronic Commerce and Subscription Services and provides guaranteed discounted pricing.

Vendor:

- Representatives from our organization have conducted extensive research and made contact with numerous vendors and law enforcement agencies regarding this purchase. Based upon capability, cost comparison, and suitability for our municipality, it was determined that Asher Group's Hyper-Reach Service is the best choice for our implementation. This system is more user-friendly, with greater capabilities for alerting citizens, a mobile application for easy activation and monitoring, bilingual alerts, and Alexa-enabled alerts for visually impaired citizens.
- Asher Group's Hyper-Reach is a leading service provider of Emergency Mass Communication Systems for government organizations. The City of Germantown and the Town of Collierville have each incorporated this system into their organizations.

Funding:

- On October 2, 2023, the Shelby County Board of Commissioners approved a resolution that authorized \$200,000 in funding for public safety initiatives within the City of Bartlett. A portion of this funding has been allocated to acquire a municipal Emergency Mass Notification System for our municipality.

Equipment & Cost:

- We have spoken with Asher Group, and they have provided the City of Bartlett with a GSA Contract Quotation for Hyper-Reach Mass Emergency Notification Services for three (3) years for \$39,675. Funding for this purchase is available in Grant Account #131.42100.939.02524.
- The following documents are attached for further review:
 - Quotation from Asher Group
 - Hyper-Reach Brochure
 - Asher Group W-9
 - GSA Contract GS-35F-072CA

Attachment: Hyper-Reach FY2024 (3499 : Emergency Notification System)

Thank you for your consideration,

Christopher M. Golden

Chris Golden, Deputy Chief

Hyper-Reach

the power of instant communication

Asher Group Services Agreement for Hyper-Reach™ Customers

This agreement is made between **Asher Group**, 3300 Monroe Avenue, Suite # 317, Rochester, NY 14618, and **Bartlett Police Department**, 3730 Appling Road Justice Center Bartlett, TN 38133. (“**Customer**”). Whereas Asher provides mass emergency notification services (“**Services**”) and will make **Services** available to **Customer** under the following terms and conditions:

1) Services

Services are described in Exhibit A – Description of Services. Services shall be available as described in Section 3 below.

2) Cost of Services

Services provided to **Customer** shall be billed according to the pricing schedule: See Exhibit B - Cost of Services.

3) Service Availability

Services shall be available 24 hours a day, 7 days a week, except for: (i) planned downtime (“Scheduled Downtime”) for which Asher shall provide a minimum of 8 hours prior notice and shall normally but not necessarily schedule within the interval from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time) or (ii) any unavailability caused by circumstances beyond Asher’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks (“Emergency Downtime”), and (iii) software or other failures which interrupt services. In the case of such failures, Asher warrants that it will use its best commercially reasonable efforts to correct such failures as quickly as possible.

4) Limited Warranty; Disclaimers of Warranty

Asher represents and warrants that the **Services**, under normal operation and when used as authorized herein, will perform substantially in accordance with the Description of Services during the Term.

Asher’s sole obligation and **Customer**’s exclusive remedy for any breach of the above warranty is limited to Asher’s commercially reasonable efforts to correct the non-conforming **Services** at no additional charge to **Customer**. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by **Customer** in any way arising out of or referable to **Services** provided under this Agreement, so long as such damages were not caused by wrongful misdoing or gross negligence on the part of Asher.

EXCEPT AS WARRANTED IN THIS SECTION, ASHER HEREBY DISCLAIMS

ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS AND IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ASHER MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM.

5) Payments

All charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month (on a prorated basis) during which payment is outstanding. Upon request by Customer, Asher shall promptly provide written details for any such amounts that are in dispute ("Disputed Amounts"), which such Disputed Amounts shall only be subject to late charges in accordance with the following provision. In the event it is determined any Disputed Amounts are due and payable, Customer shall promptly remit such payment, including late fees from the time in which fees were confirmed in writing and the date in which Asher received payment for such fees in full (on a prorated basis). Both parties agree to use commercially reasonable efforts to resolve any Disputed Amounts within thirty (30) business days of Customer first being invoiced.

6) Force Majeure

Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, severe weather, malicious computer or internet virus, worm, attack, hack, or any other event not reasonably foreseeable by, and beyond the control of a party, provided that such party uses commercially reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

7) Term and Termination

The Services shall be deemed to start on the date the Customer is authorized to "go live" with the Services for production purposes, (the "Start Date"), and shall continue for a minimum of 36 months thereafter (the "Initial Term"), and then indefinitely until terminated in accordance with the provisions hereof (the "Term").

7.1 After the Initial Term of 36 months, this Agreement shall automatically renew. ("Renewal Term"). Either party may terminate the Agreement for convenience upon thirty (90) days prior written notice of the Renewal Term, but not before all amounts due are fully paid.

7.2 Either party may suspend or terminate the Services or the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

7.3 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may choose to terminate the

Agreement immediately upon written notice.

7.4 If this Agreement is terminated for any reason, (a) within thirty (30) days Customer shall pay Asher all fees accrued for the Services prior to the date of termination; (b) Customer's right to access and use the Services shall be revoked and be of no further force or effect; and (c) all provisions in the Agreement, which by their nature are intended to survive termination shall so survive.

8) Default

Upon default of payment, but subject to the provisions for Disputed Amounts in Section 5 above, Asher reserves the right to discontinue further Service to Customer. Regardless of the foregoing, Asher must provide written notice to Customer of any such failure to make payment and provide Customer not less than 30 days to cure such default. Asher is not responsible for any damages to Customer resulting from such suspension, discontinuation, or termination of service, so long as the 30-day cure period has been granted to Customer.

9) Confidentiality

Each party expressly acknowledges and understands that it may have access to Confidential Information belonging to the other party.

9.1 "Confidential Information" means all information that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, or (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (c) is disclosed in a manner whereby the disclosing party reasonably communicated, or the receiving party should reasonably have understood, that the information is considered by the disclosing party to be confidential, whether or not the specific designation "confidential" or any similar designation is used, including, without limitation, all reports, information and data in whatever form, regarding a disclosing party's sales, customers and prospects, usage statistics, product pricing, business plans, suppliers, costs, operations, trade secrets, strategies, know-how, source code, obfuscated code, and object code.

9.2 Notwithstanding the previous sentence, "Confidential Information" does not include any information which (a) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of an improper disclosure directly or indirectly by the receiving party; (b) was or becomes available to the receiving party on a non-confidential basis from a source other than the parties hereto provided that such source is not at the time of disclosure bound by a confidentiality or other nondisclosure agreement with either of the parties hereto or is not otherwise prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation; or (c) the receiving party can demonstrate is independently acquired or developed by the receiving party without violating any of the receiving party's obligations under this Agreement.

9.3 Each party as a receiving party agrees that the Confidential Information disclosed to it by the disclosing party (a) will be kept confidential by the receiving party, its affiliates, and their respective directors, officers, employees, agents, consultants, advisers, or other representatives, including legal counsel, accountants and financial advisers ("Representatives") and (b) without limiting the foregoing, will not be disclosed by the receiving party or the receiving party's Representatives to any person

except with the specific prior written consent of the disclosing party, or except as expressly otherwise permitted by the terms of this Agreement. Each receiving party further agrees that the receiving party and the receiving party's Representatives will not copy, use or disclose any of the Confidential Information for any reason or purpose other than as expressly authorized herein.

10) Governing Law and Arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee. Any dispute between the parties arising out of or related to this Agreement will be resolved by three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Tennessee. An arbitrator shall be selected by each of the parties (which arbitrator shall have no direct or indirect interest in or relationship to the parties) and the two arbitrators selected by the parties shall select a third mutually agreeable arbitrator. The parties shall each pay one-half (1/2) of the costs and expenses of the arbitrators, and each shall separately pay its respective counsel fees and expenses. The decision and award of the arbitrators will be final, and binding and the award so rendered may be entered in any court having jurisdiction of the matter.

11) Notice

All notices and communications required or permitted under this Agreement shall be in writing and shall be delivered in person, sent by overnight delivery, or sent via email, with confirmation of receipt, to the addresses and email addresses set forth below, or to any other address, as such party will designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section will be deemed received if personally delivered, then on the date of delivery, if by overnight delivery or email, on the date of confirmation of receipt.

If to Asher:

Attn: Samuel Asher

Email Address: support@ashergroup.com

Physical Address: Sam Asher Computing Services, Inc.

3300 Monroe Avenue, Suite # 317

Rochester, NY 14618

If to Customer: Bartlett Police Department

Attn: Chris Golden

Email Address: cgolden@bartlettpolice.org

Physical Address: 3730 Appling Road Justice Center Bartlett, TN 38133

12) Relationship of the Parties

Nothing contained herein will be deemed to create a partnership, joint venture, agency or Employment relationship between the parties hereto. Neither party is authorized to enter into any

contract or commitments on behalf of the other, or assume any obligation for, or otherwise bind the other party financially or otherwise, nor will it represent that it has such authority. Each party is acting hereunder as an independent contractor.

13) Taxes

Client shall pay all applicable sales, use and value added taxes (local, state, county, federal or national).

14) Assignment

Except as expressly stated otherwise in this Agreement, neither party may assign, delegate, sublicense or otherwise transfer any rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the above, either party may assign this Agreement to (i) an entity that purchases all or substantially all of the assets or a distinct business line (or operating unit) of such party, a third party that such party will be merged into pursuant to a merger, or a third party in connection with a corporate reorganization; or (ii) a parent, affiliate or subsidiary of such party whereby such parent, affiliate or subsidiary is at least in 50% (fifty percent) common interest with one another. Any assignment shall be proceeded by notice of the assignment provided to the other party at least 5 days prior to the consummation of the applicable transaction. Any attempted assignment, delegation, sublicense, or other transfer by either party in violation of this Agreement shall have no force or effect.

15) Waiver

None of the terms of this Agreement will be deemed to be waived or modified except by an expressed Agreement in writing signed by both parties. The failure of a party hereto in enforcing any of its rights under this Agreement will not be deemed a continuing waiver or modification by such party of any of its rights under this Agreement.

16) Severability

If any provision of this Agreement is for any reason declared to be invalid, the validity of the remaining provisions will not be affected thereby.

17) Entire Agreement

This Agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party, or any representation shall be effective unless reduced to writing and incorporated into this Agreement.

18) Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original of this Agreement; and all of which when taken together, shall be deemed to constitute one. And the same instrument.

The parties further agree to be bound by a facsimile or an electronic scanned copy of their respective signatures.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the day and date first written above.

Asher

Asher Customer

I have authority to bind the corporation.	<i>Signature</i> I have authority to bind the corporation.
Print Name	Print Name
Title	Title
Date	Date

Exhibit A - Description of Services

1) Service

Provide access to Hyper-Reach notification system, which enables the Client to instantly send messages via multiple channels to any number of recipients. Hyper-Reach service will commence on the activation date indicated below, or two (2) weeks after the signing of this agreement and receiving set up data. The system will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

2) Deliverables

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.
- Access to the Hyper-Reach Launch App via iOS or Android device
- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (WEA from cell towers)
- Automated Weather Alerts

3) Performance

Asher Group 3300 Monroe Ave., Suite 317 Rochester, NY 14618
12/11/21

The system can make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver over 100,000 messages per hour, and over 100,000 SMS (text) per hour.

Exhibit B – Cost of Services

Services provided to Client shall be billed according to the following:

Service	Cost	Description
Standard Notification System	Included with Package Pricing	Includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alerts	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Google maps integrated with landline phone data and GIS mapping.
IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA and Hyper-Reach has your credentials.
On-Site Training (1/2 day) (OPTIONAL)	\$600 (plus travel)	Up to 4 hours of in-person training.

	Package Pricing	
Emergency Mass Notification	\$39,675 for 36 months	Package Includes: ● Hyper-Reach ● Community Signup ● IPAWS alerts ● Automated Weather Alerts (based on community signup) ● Accu-Reach Targeting Tool ● Web Training ● Marketing Support ● Unlimited minutes

Estimated Activation Date: / /



Hyper-Reach 

EMERGENCY ALERTS

HYPER-ENROLLMENT

Make Your Emergency Alerts 20-40% More Effective - Guaranteed

To reach the most people in the fastest amount of time, you need their contact information. And while some households still have landlines, they're disappearing fast. So you need other ways to connect. **Now**, our **exclusive** Hyper-Enrollment program guarantees you at least 20% more contacts. Here's how it works:

We start with your landline data and data we've compiled. Then we offer a unique toolkit designed for maximum enrollment:

1. Personalized 1-on-1 customized marketing support:

- Strategy, content, graphics.

2. The most ways for residents to enroll:

- The Best Web Form – easy to fill out on any device.
- Call & text sign up, one-click opt-in with browser push notification.
- Written forms for those that prefer them.
- NEW Alexa smart speakers opt-in. Just say: "Alexa, enable Hyper-Reach".

3. Most ways to receive alerts: by voice, text, email, push notification, social media, and Alexa.

The results are guaranteed:

You'll increase your reach by at least 20%, or we'll pay the difference. And, in addition to being guaranteed, the data is yours, regardless of how long you remain a Hyper-Reach client.



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Hyper-Reach •••

ALERTSMART™

Send Your Messages to Smart Speakers

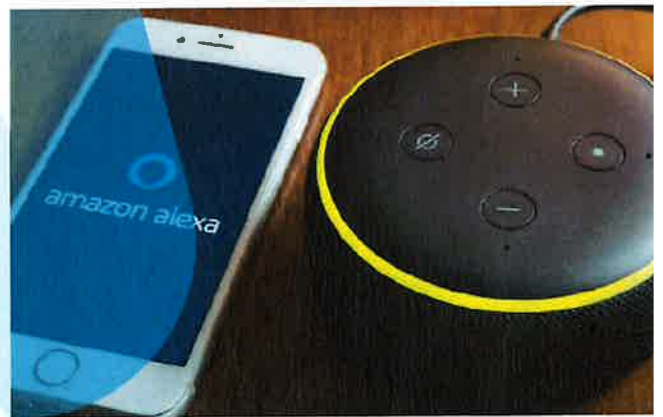


Increase your reach with younger citizens

Smart speakers – such as Amazon’s Alexa – now outnumber home landlines; and they’re growing fast. Market research shows that more than 100 million households – more than 80% of the US – will have at least one smart speaker over the next few years. They’re showing up everywhere, even in cars! And only Hyper-Reach delivers messages through this fast-growing technology. Here’s how it works:

1. Citizens say “Alexa, enable Hyper-Reach” to activate the skill on their Alexa devices.
2. Citizens are selected for alerts based on their Alexa profile addresses.
3. When sent, the message activates an alert tone and yellow flashes on their Alexa unit.
4. The message is played when the citizen asks for it.

With the loss of home landlines, your biggest challenge is reaching Millennials and other younger citizens. With Hyper-Reach, you’re demonstrating your commitment to keep up with the latest technology and meet your citizens with the technology they use today.



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FEATURES OVERVIEW

Easy. Secure. Reliable.

Hyper-Reach®: a purpose-built, emergency mass notification system to give public safety, emergency communicators and public leaders the power to create and send messages quickly and easily. Features industry-leading ease of use, the largest number of delivery methods and immediate feedback and reporting.

- **Extreme reliability & scalability:** Cloud services mean 99.99+% uptime and unrivaled capacity.
- **Web, Phone and Text Community Sign-up:** More ways to let citizens register by web, phone, text or, just say: "Alexa, enable Hyper-Reach".
- **Hyper-Reach Mapping:** The fastest, easiest, most intuitive mapping tool.
- **Automated Weather Alerts:** Instant, customized alerts using National Weather Service data.
- **The largest array of delivery options:** Send messages by voice, text, email, IPAWS, RSS, CAP and more. Now with push notification and Alexa!
- **Language Support:** Automatic translation in almost any language.
- **ImageReach™:** Pictures & files for max impact.
- **RecordTime™:** Save time by recording messages directly in the app.
- **IPAWS/WEA:** Reach all mobile phones, as well as EAS & other outlets. Fully compliant with all of FEMA's IPAWS standards!
- **Local Caller ID:** Your alerts look like local calls from your office.
- **Premium SMS Text:** With full redundancy for the fastest, most reliable delivery.
- **Status Callbacks:** Citizens can call for the latest status.
- **Message templates** help write consistent, quality messages faster!
- **PerfectAnswer™:** Makes your message sound more natural, for maximum delivery.
- **One-Click Citizen Sign-up:** Increase registrations by 10X with a simple prompt on your website.
- **Tiered Login:** Privileges to manage multiple departments and sub accounts.
- **Text to speech** with Amazon Polly technology that sounds like a real human.
- **Mobile Smartphone Apps:** One app for agencies to send alerts and another for citizens to receive.
- **Instant Conference:** Immediate team conference calls.
- Easily manage and use **Dynamic Contact Lists.** Change contacts & update lists automatically.
- **EventReach™:** Send alerts to citizens who text a code to receive event/topic related notifications.



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HYPER-REACH LAUNCH APP

Create and send messages easily from your phone, tablet or other mobile device.

The Hyper-Reach Launch mobile app enables Hyper-Reach customers to quickly, easily and securely create and send emergency alerts and other messages from their phone, tablet or other mobile device. Features industry-leading ease of use, the largest number of delivery methods and immediate feedback and reporting.

Hyper-Reach Launch:

1. Highly intuitive user interface optimized for mobile device screens.
2. Reach ten, ten thousand or ten million people quickly and easily.
3. Sends messages by phone, text, e-mail, social media, IPAWS, push notifications, Amazon Alexa smart speakers and more.
4. Messages can contain voice, text and images.
5. Create messages quickly with stored templates and areas, or from scratch.
6. Full support for IPAWS.
7. Supports multiple languages, including English, Spanish and others as required.
8. Works with iOS and Android devices.



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Hyper-Reach

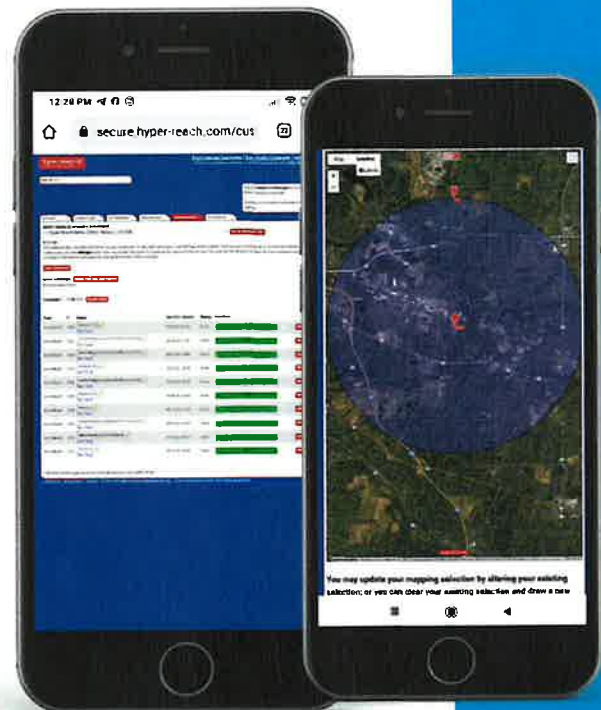
MOBILE CALLING: THE NEXT GENERATION

**Harness the power of
mobile technology to get
your message out fast**

- Mobile-based app for creating and sending messages.
- Smartphone app for citizens to receive and manage messages.
- IPAWS/WEA for message delivery to all mobile phones.*
- Comprehensive outreach strategy to get phones registered and apps downloaded.
- More enrollments than your current system – guaranteed.

** WEA equipped phones only*

**More citizens have mobile
phones than landlines.
Can you reach them?**



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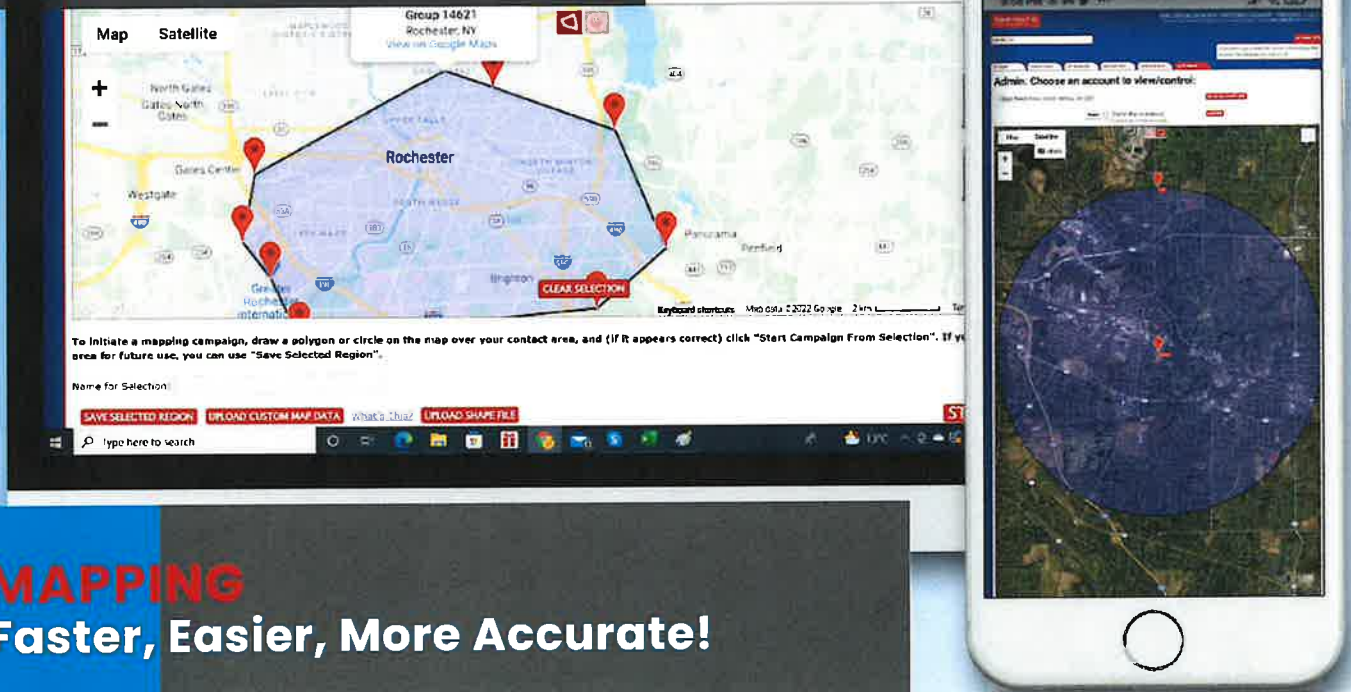


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Hyper-Reach



MAPPING Faster, Easier, More Accurate!

Hyper-Reach offers the easiest mapping selection tool of any emergency alert system anywhere. And now it's more accurate, more efficient and yes, even more user-friendly. First, we started with Google Maps, because of its universal ease of use, enormous investment in maps, and amazing uptime (over 99.99+%).

Then, we built in user-friendly features like exclusion of designated addresses, direct integration with your 9-1-1 ANI/ALI data, 3rd-party lists and community enrollment data, cloned campaigns, and full web access with no specialized hardware or software needed.

But that's not all. Because we insist on a 95+% geo-coding match rate to your 9-1-1 and other data, we effectively add streets that other sources (Google, ESRI, etc.) may not have. The result is not only more accuracy, but the ability to reach more people than other vendors, using the very same contact list.

- Exploded view and pinpoint locations easily, even with misspellings and typos.
- Zoom in and out to see the area in context. Find streets, intersections and buildings.
- Get a satellite view of your target area.
- Save pre-designated shapes at the press of a button (sectors, zones, police beats).
- Upload custom boundary files, such as KML and Shapefiles.
- Search address points with exploded view.



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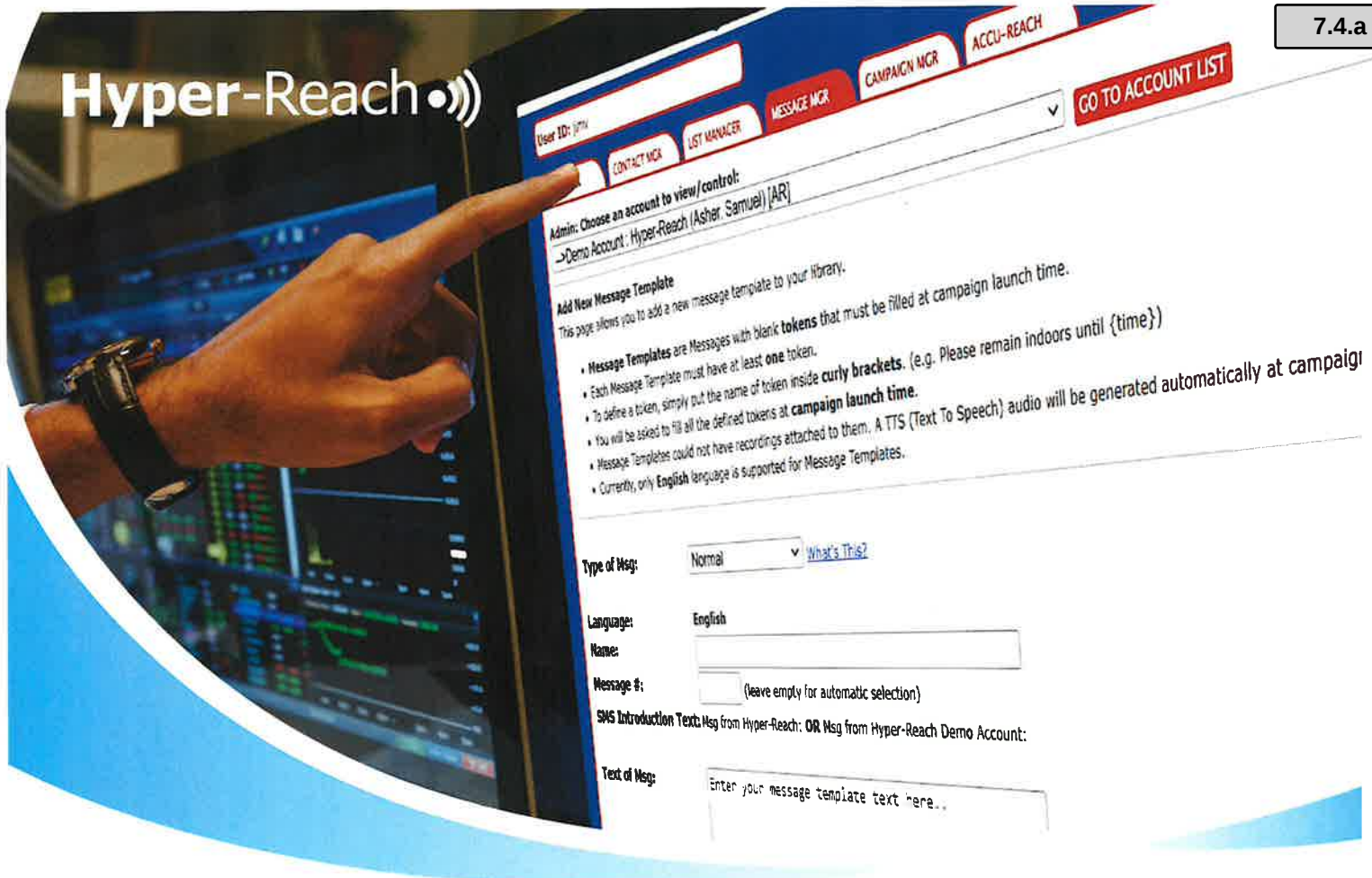


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Hyper-Reach



MESSAGE TEMPLATES

Get the right words out faster, more effectively!

Hyper-Reach Message Templates enable message originators to create clear, consistent messages quickly and easily.

With Message Templates, any alert originator can meet best practice standards without extensive training.

Hyper-Reach Message Templates:

1. Create and save templates for any message scenario: from boil water to nuclear attack.
2. Customized fields allow unlimited flexibility in message creation.
3. Each field creates its own prompt for information to fill in.
4. Create unlimited template variations if required.
5. Make as many templates as you need – no limits.
6. Preview window shows exactly what the finished message will look and sound like.
7. Message Manager library makes templates easy to retrieve and use.



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SWITCHING IS EASY

Less training, more contacts

Hyper-Reach

START

Switching to Hyper-Reach is fast, easy and will make your system up to 40% more effective.

More and Better Data:

1. We'll provide the best 3rd party data, so you can have an effective system right away.
2. We'll also import any of your existing data.
3. We'll correct and geo-code at least 95% of your data, so you'll reach more people.
4. We'll get you more citizens sign-ups. We guarantee it!

Faster, Easier Training:

1. Our system is so easy and intuitive, many people master it in just one session.
2. Our initial training is easier than your refresher training. Most people don't need more than an hour.
3. Quick, online training tools to get new staff up to speed, even without formal training.

More reach, less time:

With more contacts, you'll get your message out to more of your community, making your message more effective. In fact with sign up rates with up to 30%, combined with 911 and 3rd party telephone data, you'll reach many more people - guaranteed. And because our system is so easy, your staff will be ready to use it sooner and with more confidence.



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Hyper-Reach)))

COMMUNICATION SAVES LIVES

Let Our Clients Tell You

We have used this product for over a year. Hyper-Reach works every time you need it.

**William Barrett, 911/EMA Director,
Marion, IL**

I am very pleased with Hyper-Reach. Compared to others this is simple to use, can be done from anywhere on your smart-phone. Customer Service is great. They are there 24/7.

**Matthew Bierman, EMA Director,
Washington County, IL**

I don't just feel like Hyper-Reach cares about my community, they make me feel like they are a part of my community by the service they provide. Great people, wonderful product to work with!

**Jason York, EMA Director,
Bath County, KY**

Hyper-Reach software is very easy to implement and use. It allows us to reach our community in times of disaster or other serious events that might be taking place. It exceeds our expectations and the staff is very responsive and checks in on us often to ensure that the product is doing what it is supposed to be doing.

**Justin C., 911 Director,
Jefferson County, TN**

Absolutely wonderful I highly recommend them to anyone in need of this type system.

**Perry D., EMA Director,
Cleveland County, NC**

One of the best features of this software is its user friendly. The support staff is always timely in their responses to any of my questions regarding the software. I really appreciate the periodic check in emails from the Hyper-Reach staff, it makes you feel important as a client.

**Norma Laboy, Executive Administrative
Assistant, Portage, IN**

I have not found anything so far that I do not like about this system. Customer service is awesome as well. We appreciate our relationship with our Hyper-Reach representatives. ... our county loves how easy it is to launch a message. I can do it from my phone while out in the field.

**Pamela Vaughn, EMA Director,
Chattooga County, GA**

We have used Hyper-Reach for almost 10 years and have no intentions of changing. It works, we can afford it and the citizens really like it.

**Rick Anderson, 911 Coordinator,
Stevens County, WA**

The cost of the product was very appealing, however, the ease of use was the biggest seller. Customer Service was also a great experience. The company wants to make sure that the product meets our expectations.

**Justin C., 911 Executive Director,
Jefferson County, TN**



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Hyper-Reach®

DYNAMIC LIST MANAGER
Powerful, Painless Contact Management.

Hyper-Reach Dynamic List Manager allows you to create totally customized contact lists that meet your specific needs. With Dynamic List Manager, you decide how to categorize your contacts, assign them attributes, and create lists that adjust automatically as staff changes.

Hyper-Reach Dynamic List Manager:

1. Create contact attributes based on your needs: titles, departments, expertise, work shifts, team assignments, etc.
2. Use any type of information that's useful: location, training, skills and more.
3. Define the type of data that fits each attribute as you require: from free-form text to single checkboxes.
4. Assign an unlimited number of attributes to each person in your database.
5. Add contacts from opt-in forms or upload as needed.
6. Create and save filters to provide on-demand contact lists.
7. List results update automatically as contacts are added, deleted or updated.



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Hyper-Reach

IPAWS: WIRELESS EMERGENCY ALERTS AND MORE

A Whole New Era in Emergency Notification

Attachment: Hyper-Reach FY2024 (3499 : Emergency Notification System)

IPAWS (Integrated Public Alert and Warning System) lets authorized agencies send emergency alerts using broadcasts to cellphones. Even people just passing through get alerted – no sign up needed.

Hyper-Reach has been IPAWS-certified since December 2012 and has the **highest percentage** of customers **authorized as alerting authorities**.

Our IPAWS solution is **fully compliant with the latest IPAWS features** and fully integrated with the rest of our system, allowing you to include IPAWS/WEA delivery with just a few extra keystrokes – no need for a separate alert.

And now you can access IPAWS to send live & monthly test alerts through our mobile app.

- No sign up required, no data to collect.
- Now with 360-character messages.
- Send messages in English and Spanish.
- No minutes to buy or run out.
- Enhances your notification methods.
- Access non-residents traveling through your area.
- Reach people where they are, not just at their homes.
- Include hyper-links to provide more info.
- Now more accurate targeting of geographic areas.
- Can be used as a stand-alone solution.

IPAWS from Hyper-Reach is affordable for every community. Isn't that worth the lives and property you could save?

We'll help you get authorized!



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Hyper-Reach)))



IMAGE REACH™:

Use the Power of Images To Give Your Message More Impact!

To reach people in the most effective way, you need to add pictures, maps, video and other media whenever they are available. Now with our exclusive Image Reach feature, you can quickly add images and other files along with extended text to your emergency alerts.

Here's how it works:

1. You create your normal emergency or community alert.
2. You upload the picture file.
3. We create a unique URL that's included in your message.
4. When your recipient gets the message – even voice messages, they click on or go to the link and see the image you sent.

Images not only help explain, they add credibility. Because a picture is worth a 1,000 words, you've increased the power of your message by many times. And since people share messages with images more often – on social media and email – you'll reach more people.

More message, more people, more effectively. That's reach!



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GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized

Federal Supply Schedule Price List

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov

Schedule Title: Multiple Award Schedule (MAS)

FSC Group:

FSC Class(es)/ Product Code(s): D301, D302, D304, D306, D307, D308, D310, D311, D316, D399

Contract Number: GS-35F-072CA

Contract Period: 11/14/2019 - 11/13/2024

**Sam Asher Computing Services, Inc.
3300 Monroe Avenue, Suite 317 Rochester, NY 14618
(P) 585-586-0020 www.ashergroup.com**

Contact for contract administration: Samuel Asher, info@ashergroup.com

Business Size: Small Business

Attachment: Hyper-Reach FY2024 (3499 : Emergency Notification System)

CUSTOMER INFORMATION

- 1a. Table of awarded special item numbers (SINs):

<u>SIN</u>	<u>SIN Title</u>
54151S	Information Technology (IT) Professional Services
54151ECOM	Electronic Commerce and Subscription Services

- 1b. Identification of the lowest priced service for each special item number awarded in the contract.
See Pricelist
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
2. **Maximum Order:** \$500,000
3. **Minimum Order:** \$100
4. **Geographic Coverage:** Domestic
5. **Point of Production:** N/A
6. Prices Shown Herein are Net (discount deducted)
7. **Quantity Discount:** For SIN 54151ECOM Only – An additional 1% on all orders over \$100,000 and 2% on all orders over \$200,000
8. **Prompt Payment Terms:** Net 30
9. **Foreign Items:** None
- 10a. **Time of Delivery:** Sam Asher Computing Services, Inc. shall deliver or perform services in accordance with the terms negotiated in an agency's order.
- 10b. **Expedited Delivery:** Consult with Contractor

- 10c. **Overnight/2-Day Delivery:** Consult with Contractor
- 10d. **Urgent Requirements:** Consult with Contractor
- 11. **FOB Point:** Destination
- 12a. **Ordering Address:** Sam Asher Computing Services, Inc.
Samuel Asher
3300 Monroe Avenue, Suite 317
Rochester, NY 14618
- 12b. **Ordering procedures:** See Federal Acquisition Regulation (FAR) 8.405-3.
- 13. **Payment Address:** Sam Asher Computing Services, Inc.
Samuel Asher
3300 Monroe Avenue, Suite 317
Rochester, NY 14618
- 14. **Warranty Provisions:** Contractor's Standard Warranty
- 15. **Export Packing charges:** Not applicable
- 16. **Terms and conditions of rental, maintenance, and repair:** Not applicable
- 17. **Terms and conditions of installation:** Not applicable
- 18a. **Terms and conditions of repair parts:** Not applicable
- 18b. **Terms and conditions for any other services:** Not applicable
- 19. **List of service and distribution points:** Not applicable
- 20. **List of participating dealers:** Not applicable
- 21. **Preventive maintenance:** Not applicable
- 22a. **Special attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** Not applicable

- 22b. Contact Sam Asher Computing Services, Inc. for Section 508 compliance information. The EIT standards can be found at: <http://www.section508.gov>
- 23. **Data Universal Number System (DUNS) number:** 838753820
- 24. Sam Asher Computing Services, Inc. is registered in the System for Award Management (SAM) Database.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S)

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of ITServices must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries

and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

GSA Hourly Pricing for SIN 54151S

Labor Category	11/14/2019 - 11/13/2020	11/14/2020- 11/13/2021	11/14/2021 - 11/13/2022	11/14/2022- 11/13/2023	11/14/2023- 11/13/2024
Senior Architectural Engineer	\$208.27	\$211.81	\$215.41	\$232.64	\$236.59
Project Manager	\$104.14	\$105.91	\$107.71	\$116.32	\$118.30
Senior Software Engineer	\$130.18	\$132.39	\$134.64	\$145.41	\$147.88
Software Engineer	\$104.14	\$105.91	\$107.71	\$116.33	\$118.31
Network and Systems Administrator	\$104.14	\$105.91	\$107.71	\$116.33	\$118.31

Labor Category Descriptions

Job Title: [Senior Architectural Engineer](#)

Functional Responsibility: Oversees overall development of Hyper-Reach Emergency Notification and related IVR and computer-based systems. Responsible for design of systems, selection of appropriate technologies for implementation, recruiting and selecting team members, identifying resources required, assigning individual responsibilities, and developing schedule to ensure timely completion of system enhancements, feature development and maintenance. Must be familiar with the systems scope and project objectives, as well as the role and function of each team member in order to effectively coordinate the activities of the team. Minimum Education: Bachelor's degree in an Information Technology related discipline. Minimum Experience: 10 years in Software Engineering and/or Systems Architecture.

Minimum Education: Bachelor's degree in an Information Technology related discipline.

Minimum Experience: 10 years in Software Engineering and/or Systems Architecture

Job Title: [Project Manager](#)

Functional Responsibility: Oversees various systems projects to add functionality to existing systems or develop new systems as required. Responsible for coordinating the assignment of individual responsibilities, identifying appropriate resources needed, developing schedule to ensure timely completion of project, and maintenance of schedule to insure meeting deadlines of project. Must be familiar with the systems scope and project objectives, as well as the role and function of each team member in order to effectively coordinate the activities of the team.

Minimum Education: Bachelor's degree in an Information Technology related discipline.

Minimum Experience: 5 years in Project Management or Technical Project Lead Role

Job Title: [Senior Software Engineer](#)

Functional Responsibility: Works independently as high level technical expert, providing software development as well as internal consulting services. Gives guidance and direction to technical staff as required. Key contributor in development of applications systems analysis and programming. May lead project teams. Maintains expertise in current application technology. Resolves major technical issues with software and responds to suggestions for improvements/enhancements. Works with technical staff and/or senior management to evaluate and develop solutions for feature enhancement and added functionality. Responsible for project completion and customer satisfaction.

Minimum Education: Bachelor's degree in an Information Technology related discipline.

Minimum Experience: 10 years of work experience.

Job Title: [Software Engineer](#)

Functional Responsibility: Under general direction, formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time and form of desired results. Prepares detailed specifications from which programs will be written. Responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of applications systems analysis and programming. Also has duties instructing, directing and checking the work of other systems analysis and programming personnel. Responsible for quality assurance review. May be responsible for project completion and user satisfaction.

Minimum Education: Bachelor's degree in an Information Technology related discipline.

Minimum Experience: 5 years programming or systems analysis experience.

Job Title: [Network and Systems Administrator](#)

Functional Responsibility: Under general direction, installs and supervises computer networks and devices using same. Installs updates and maintains versioning and software releases. Prepares detailed specifications from which equipment will be sourced as needed. Prepares network and related diagrams and other documentation of network. Monitors network performance and recommends modifications as required. Maintains security and other supporting systems for robust network performance.

Minimum Education: Bachelor's degree in an Information Technology related discipline.

Minimum Experience: 3 years system and network administration.

Experience & Degree Substitution Equivalencies

Experience exceeding the minimum shown may be substituted for education. Likewise, education exceeding the minimum shown may be substituted for experience.

<u>Equivalent Degree</u>	<u>Experience</u>
Associate's	2 years relevant experience
Bachelor's	Associate's degree + 2 years relevant experience or 4 years relevant experience
Master's	Bachelor's plus 2 years relevant experience or Associate's degree + 4 years relevant experience or 6 years relevant experience
PhD	Master's + 2 years relevant experience, or Bachelor's + 4 years relevant experience or 8 years relevant experience

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION
SERVICES (SPECIAL IDENTIFICATION NUMBER 54151ECOM)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation –May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

****Insert commercial warranty.****

The warranty shall commence upon the later of the following:

a. Activation of the user's service

b. Installation/delivery of the equipment The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: See Pricing Below.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

15. ELECTRONIC COMMERCE SERVICE PLAN

GSA Pricing for SIN 54151ECOM

Hyper-Reach Local Total Awareness	Hyper-Reach Local Total Awareness		
Hyper-Reach Local - "Total Awareness" is a full-featured program designed for communities or agencies that either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages through all means necessary to those contacts when required. The base usage allowance is 5 minutes per estimated addressable listing. An adjustment of \$0.035 per listing is made for contracted minutes below this level. Total price quoted is rounded to the nearest hundred or thousand dollars (usually thousands). Features include telephone, TDD/TTY, SMS, email and RSS messaging, automated weather alerts, IPAWS/WEA, social media, community enrollment and database support.		GSA RATE	RATE BASIS
	3000 First addressable listings	\$2.34	per listing
	3000 Next addressable listings	\$1.62	per listing
	10000 Next addressable listings	\$0.36	per listing
	20000 Next addressable listings	\$0.23	per listing
	50000 Next addressable listings	\$0.23	per listing
	50000 Next addressable listings	\$0.23	per listing
	100000 Next addressable listings	\$0.05	per listing
	5 Base Minutes		
	(\$0.035) Adjustment per minute/listing		

Hyper-Reach Local - Optimum Alert	Hyper-Reach Local - Optimum Alert		
Hyper-Reach Local - "Optimum Alert" is a robust emergency notification system designed for communities or agencies that either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages to those contacts when required. The base usage allowance is 5 minutes per estimated addressable listing. An adjustment is made for contracted minutes above or below this level. Total price quoted is rounded to the nearest hundred or thousand dollars (usually thousands). Features include telephone, TDD/TTY, SMS, email and RSS messaging, IPAWS/WEA, community enrollment and database support.		GSA RATE	RATE BASIS
	3000 First addressable listings	\$1.13	per listing
	3000 Next addressable listings	\$1.08	per listing
	10000 Next addressable listings	\$0.50	per listing
	20000 Next addressable listings	\$0.27	per listing
	50000 Next addressable listings	\$0.20	per listing
	50000 Next addressable listings	\$0.19	per listing
	100000 Next addressable listings	\$0.18	per listing
	5 Base Minutes (\$0.035) Adjustment per minute/listing		

Hyper-Reach Local - Ready & Able	Hyper-Reach Local - Ready & Able		
Hyper-Reach Local - "Ready & Able" is well equipped emergency notification service for communities or agencies that either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages to those contacts when required. The base usage allowance is 3 minutes per estimated addressable listing. An adjustment is made for contracted minutes above or below this level. Total price quoted is rounded to the nearest hundred or thousand dollars (usually thousands). Features include telephone, TDD/TTY, SMS, email and RSS messaging, community enrollment and database support.		GSA RATE	RATE BASIS
	3000 First addressable listings	\$0.45	per listing
	3000 Next addressable listings	\$0.41	per listing
	10000 Next addressable listings	\$0.32	per listing
	20000 Next addressable listings	\$0.29	per listing
	50000 Next addressable listings	\$0.29	per listing
	50000 Next addressable listings	\$0.29	per listing
	100000 Next addressable listings	\$0.29	per listing
	5 Base Minutes (\$0.035) Adjustment per minute/listing		

Feature Add-Ons	Feature Add-Ons		
		GSA Rate	Rate Basis
Automated Weather Alerts (Available for OA and R&A, included in TA)	Monitor NWS messaging and send automated alerts for specific events.	\$0.14	per listing
Unlimited Messaging (Available for OA, R&A, and TA)	Eliminates limits on message allowance across all message delivery methods.	\$0.18	per listing
Contact List Database (Available for OA, R&A, and TA)	Provides a contact list for the community in lieu of E911 database.	\$0.09	per listing
Geocode correction and reconciliation (Available for OA, R&A, included in TA)	Standardizes addresses and matches to Hyper-Reach mapping tool	\$0.04	per listing
Social Media Integration (Available for OA and R&A, included in TA)	Sends messages via Facebook, Twitter and NextDoor	\$2,367	per account
IPAWS/WEA integration (Available for OA and R&A, included in TA)	Allows for message transmission using FEMA IPAWS system. Contingent on Alerting Authority status from FEMA.	\$3,150	per account
On-Site Training	4 hours training at customer location	\$568	per session

Hyper-Reach Local - Village Voice	Hyper-Reach Local - Village Voice		
Hyper-Reach Local - "Village Voice" is designed for communities or agencies up to 50,000 population, which prefer to have all possible means to reach their citizens and either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages to those contacts when required. The usage level is unlimited. Features include telephone, TDD/TTY, SMS, email and RSS messaging, automated weather alerts, IPAWS/WEA, social media, community enrollment and database support. Geocode correction and reconciliation is included in this package. \$1000 minimum. Rounded to nearest \$100.			
	Up to 50,000 population	GSA RATE \$0.37	RATE BASIS per capita

Hyper-Reach Local - Town Crier		Hyper-Reach Local - Town Crier	
Hyper-Reach Local - "Town Crier" is designed for communities or agencies up to 100,000 population which prefer to have all possible means to reach their citizens and either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages to those contacts when required. The usage level is unlimited. Features include telephone, TDD/TTY, SMS, email and RSS messaging, automated weather alerts, IPAWS/WEA, social media, community enrollment and database support. Geocode correction and reconciliation is included in this package. There is a \$12,000 minimum. All pricing rounded to the closest \$100.	Up to 100,000 population	GSA RATE	RATE BASIS
		\$0.34	per capita

Hyper-Reach Local - City Bulletin	Hyper-Reach Local - City Bulletin		
Hyper-Reach Local - "City Bulletin" is designed for communities or agencies up to 500,000, who prefer to have all possible means to reach their citizens and either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages to those contacts when required. The usage level is unlimited. Features include telephone, TDD/TTY, SMS, email and RSS messaging, automated weather alerts, IPAWS/WEA, social media, community enrollment and database support. Geocode correction and reconciliation is included in this package. There is a \$30,000 minimum. All pricing rounded to the closest \$1000.	Up to 500,000 population	GSA RATE \$0.24	RATE BASIS per capita

Hyper-Reach Local - Metro Express	Hyper-Reach Local - Metro Express		
Hyper-Reach Local - "Metro Express" is designed for communities or agencies up to 1,000,000 population, which prefer to have all possible means to reach their citizens and either have or need to compile a list of all contactable households, persons and/or businesses in their jurisdiction, to relate those contacts to a map, and to send messages to those contacts when required. The usage level is unlimited. Features include telephone, TDD/TTY, SMS, email and RSS messaging, automated weather alerts, IPAWS/WEA, social media, community enrollment and database support. Geocode correction and reconciliation is included in this package. There is a \$100,000 minimum. All pricing rounded to the closest \$1000.	Up to 1,000,000 population	GSA RATE \$0.19	RATE BASIS per capita

Hyper-Reach Express	Hyper-Reach Express		
Hyper-Reach Express is designed for communities who need to send messages to contacts in the most cost effective manner possible. The service uses a combination of free and low-cost delivery techniques. There is no metered usage for this service.	Flat annual fee	GSA RATE \$3,500.00	RATE BASIS annual

Hyper-Reach Community Opt-In	Hyper-Reach Community Opt-In		
Hyper-Reach Community Opt-In is designed for communities or agencies who want to provide a method for all households, persons and/or businesses in their jurisdiction to register for notifications, compile those contacts in a database, to relate those contacts to a map, and to send unlimited messages to those contacts when required. Only contacts who register receive messages.		GSA RATE	RATE BASIS
	Community Size (HHs) 0-10,000	\$4,737	total
	10,001-25,000	\$7,105	total
	25,001-50,000	\$9,474	total
	50,001-100,000	\$14,211	total
	100,001-250,000	\$18,947	total
	250,001-500,000	\$23,684	total
	500,001-1,000,000	\$28,421	total
	1,000,001+	\$33,158	total

Hyper-Reach Everywhere	Hyper-Reach Everywhere			
Hyper-Reach Everywhere provides a marketing campaign designed to enroll as many citizens in a community as possible to the emergency notification system. The marketing campaign would include public relations, web-based marketing and SEO, community outreach and other techniques. The cost of the campaign is based on the number of enrollees collected through the campaign.			GSA RATE	RATE BASIS
	Enrollment Target (HHs)	1,000 - 3,000	\$1,421	total
		3,001-5,000	\$2,368	total
		5,001-10,000	\$3,316	total
		10,001-15,000	\$4,737	total
		15,001-20,000	\$7,105	total
		20,001-25,000	\$9,474	total
		25,001-30,000	\$11,842	total
		Over 30,000	\$0.33	per enrollment

Hyper-Reach Organization/Enterprise	Hyper-Reach Organization/Enterprise		
Hyper-Reach Organization/Enterprise is designed for organizations who wish to send messages to their employees. The service assumes the customer can supply a list or require their employees to register. Unlimited minutes/units per listing. No geographic targeting is provided. Pro-rated based on employee size. Billing is not rounded for this program.		GSA RATE	RATE BASIS
	3000 First addressable listings	\$12,398	total
	3000 Next addressable listings	\$11,610	total
	10000 Next addressable listings	\$35,100	total
	20000 Next addressable listings	\$66,600	total
	30000 Next addressable listings	\$94,500	total
	50000 Next addressable listings	\$144,000	total
	75000 Next addressable listings	\$209,250	total

Hyper-Reach Pay-Go	Hyper-Reach Pay-Go		
Hyper-Reach Pay-Go is for smaller organizations and provides the flexibility to buy a block of messaging time to be used whenever the organization requires within 1 year.		GSA RATE	RATE BASIS
	1000 Minutes/Messaging Units	\$150	total
	3000 Minutes/Messaging Units	\$450	total
	5000 Minutes/Messaging Units	\$750	total
	10000 Minutes/Messaging Units	\$1,500	total
	50000 Minutes/Messaging Units	\$7,500	total
	1 Additional Minute/Messaging Unit	\$0.02	total

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/27/24 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: David Parsons

Appoint Members to City's Boards and Commissions.

BEER BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Sidle, Jason	12/31/2025	New Appointment (filling C.E. Zobell's unexpired term)

CODE APPEALS BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Easton, Greg	12/31/2024	New Appointment (formerly Aleta Jones' position)

DESIGN REVIEW COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Hodgkins, Steve	12/31/2025	New Appointment (filling Allison Chandler's unexpired term)

GRIEVANCE REVIEW BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Mellinger, Ashley	12/31/2024	New Appointment (filling Michael Goldberg's unexpired term)

HISTORIC PRESERVATION COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Weise, Brandon	12/31/2028	New Appointment (filling Mariesa Bridges' unexpired term)

INDUSTRIAL DEVELOPMENT BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Higdon, Alan	1/25/2027	New Appointment (filling Randy Allen's unexpired term)

STORM WATER BOARD OF APPEALS

7.5.a

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Easton, Greg	12/31/2024	New Appointment (formerly Jay Caughman, III's position)

Attachment: Appointments to Boards--2-27-2024--Agenda (3500 : Appoint Members to City's Boards and

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/27/24 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: David Parsons

Appoint James Draffin as Assistant Director of Parks and Recreation, effective March 1, 2024.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 02/27/24 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: David Parsons

Appoint Todd Halford as Chief Communications Officer, effective March 1, 2024.