



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

THURSDAY, JANUARY 13, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Landon Norman, New Hope Christian Church

FUTURE MEETINGS

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

BPACC Advisory Board, January 18 at 6 p.m.

Design Review Commission, January 18 at 6:30 p.m.

Board of Zoning Appeals, January 20 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the December 14, 2021 Board of Mayor and Aldermen Regular Meeting

Minutes of the December 30, 2021 Board of Mayor and Aldermen Special Called Meeting

CONSENT AGENDA

- 1 Special event permit for Winter Cross Country Series. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, February 13 from 2 p.m. to 4 p.m. at Nesbit Park.

- 2 Proposal for design for the Water Treatment Plant Improvements 2022 Design Project. (John Horne, Assistant Director of Engineering)**

Recommend approving and awarding the attached contract from A2H totaling \$36,750.00 for the Water Treatment Plant Improvements 2022 Design Project. Funds are available in 312.48312.81814.

- 3 Treasurer's Report for November 2021. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- I Resolution 01-22, a resolution to amend the FY2022 General Fund budget to recognize a one-time appropriation of \$665,323.00 from the State of Tennessee and to transfer \$405,000 from Fund Balance of the General Fund to the FY2022 Capital Improvement Program Fund to provide funds for Police and Fire CAD/RMS upgrades. (Dick Phebus, Director of Finance)**

- 2 Resolution 02-22, a resolution to amend the City of Bartlett FY2022 American Rescue Plan Act Fund to provide for phase two premium pay to essential employees as authorized in the American Rescue Plan Act (ARPA). (Dick Phebus, Director of Finance)**

- 3 Appoint Kristi Francavilla as Assistant Director of Finance effective January 14, 2022. (A. Keith McDonald, Mayor)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, DECEMBER 14, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

The Mayor announced that the regularly scheduled Board of Mayor and Aldermen meeting set for January 11, 2022 has been moved to Thursday, January 13, 2022. He and other aldermen will be attending the opening session of the Tennessee General Assembly on January 11, 2022.

Design Review Commission, December 21 at 6:30 p.m.

Board of Mayor and Aldermen Meeting (Special Called), December 30 at 6 p.m.

Family Assistance Commission, January 3 at 6 p.m.

Planning Commission, January 3 at 7 p.m.

Beer Board, January 4 at 6 p.m.

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

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

RECOGNITIONS

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

Minutes Acceptance: Minutes of Dec 14, 2021 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE

Minutes of the November 23, 2021 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

Minutes of the November 30, 2021 Board of Mayor and Aldermen Special Called Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

PUBLIC HEARING

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

- I. Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business zoning district.

Mark Hawks, architect for the applicant, spoke in favor of Sunbelt Rentals. He stated this company maintains their properties well.

No one spoke against.

Adjourned at 6:07 p.m.

Minutes Acceptance: Minutes of Dec 14, 2021 6:00 PM (MINUTES ACCEPTANCE)

UNFINISHED BUSINESS**I Motion to amend Res. 30-21**

RESULT:	APPROVED [5 TO 0]
MOVER:	Kevin Quinn, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Elliott, Parsons, Simmons, Young, Quinn
RECUSED:	Pleasant

2 Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)

Clerical error in the resolution stated the Planning Commission denied the favorable recommendation and it should have read "approved the favorable recommendation."

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Kevin Quinn, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

I Minimum bond subdivision contract for The Carriage Houses at Harrington Creek Phase I. (John Horne, Assistant Director of Engineering)

The developer, Valenti Development Group, LLC., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Alderman gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$104,462.51 in City fees. The minimum bond is set at \$92,140.00.

2 Subdivision contract for Cavallo Subdivision. (John Horne, Assistant Director of Engineering)

The developer, Michelle Cavallo, will pay \$7,375.00 in City fees. The bond is set at \$0.00.

3 Proposal for survey and design for the Appling/Memphis-Arlington Road Drainage Design Project. (John Horne, Assistant Director of Engineering)

Recommend approving the proposed survey and engineering design for the

Minutes Acceptance: Minutes of Dec 14, 2021 6:00 PM (MINUTES ACCEPTANCE)

Applying/Memphis- Arlington Road Drainage Design Project from Cannon & Cannon Engineering at a cost of \$49,885.00. Funds are available in Account 311.48311.453.

NEW BUSINESS

I Treasurer's Report for October 2021. (Dick Phebus, Director of Finance)

This item was removed from the Consent Agenda by Alderman Quinn for discussion. He noted some losses and asked if we were behind on property tax collections. Director of Finance Dick Phebus clarified that property tax collection doesn't begin until November and this is October's Treasurer's Report. He also stated that intergovernmental revenues lag behind. Chief Administrative Officer Mark Brown also noted that last fiscal year's Other Revenue category included CARES funds.

Budgeted Expenditures	\$87,957,409
Year-to-date Expenditures	\$36,377,723
Budgeted Revenues	\$87,957,409
Year-to-date Revenues	\$23,471,184

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jack Young, Vice Mayor
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Quinn

2 Resolution 36-21, a resolution authorizing the City of Bartlett, Tennessee to participate in the Public Entity Partner's Property Conservation Matching Grant Program. (Dick Phebus, Director of Finance)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Parsons, Alderman
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Quinn

3 Proposed Road & Walking Trail Projects for submission to the Metropolitan Planning Organization (MPO) for inclusion in the Transportation Improvement Plan (TIP) (John Horne, Assistant Director of Engineering)

Assistant Director of Engineering John Horne presented the Transportation Improvement Plan. This application is made every four years through the Metropolitan Planning Organization. No vote required.

RESULT: **NO VOTE REQUIRED**

OPEN DISCUSSION

The Mayor and Aldermen wished all a Merry Christmas.

ADJOURNMENT

Meeting adjourned at 6:43 PM

Minutes Acceptance: Minutes of Dec 14, 2021 6:00 PM (MINUTES ACCEPTANCE)

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Dec 14, 2021 6:00 PM (MINUTES ACCEPTANCE)



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

THURSDAY, DECEMBER 30, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

PUBLIC HEARINGS

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

- I. Resolution 35-21, a resolution to approve a special use permit for Union Depot residential mixed use development located at 6896 Highway 70 within the "RS-10" single family residential and "O-R-1" office zoning districts.

Mayor McDonald opened the public hearing and stated this was the first process to approve a special use permit, but this does not give all the conditions that may be required, but is not the final step. He noted there were concerns regarding opening stub streets at a later date. Director of Planning Kim Taylor summarized the current and surrounding zoning and explained the development processes for approvals. Developer Keith Grant, 177 Crescent Dr., Collierville, TN stated that he would be agreeable to keeping stub streets closed.

In Favor:

A letter from Cheryl Aquadro at 6937 Hedgewood Lane was read. Ms. Aquadro believes the development would improve property values. She is not in favor of blocking the two stub streets as she expressed advantages of better access to Summer and Highway 64, bicycling to the conjoined neighborhood and shops.

In Opposition:

Melinda Sturgell, 3100 Briarly Lane, asked for a delay in approving the special permit until long term effects could be fully studied. She stated the development was experimental with unknowns and possible negative outcomes; such as, significant overscaling, adding up to 2000 additional people and 1200 vehicles causing additional traffic concerns. She questioned the need for such density which serves to maximize the developer's profit. She expressed concern regarding the TIF funding as well as the current economic downturn and closing of brick and mortar stores. Ms. Sturgell urged the board to delay approving the permit until much study and reflection

Minutes Acceptance: Minutes of Dec 30, 2021 6:00 PM (MINUTES ACCEPTANCE)

could be accomplished.

Dell King, 3208 Woodsman Lane, felt the development was experimental and would have negative consequences. She believes the density of this proposal would diminish the things they cherish such as spaciousness, safety, the ability to practice faith, their neighbors. She stated the development would have more housing than the two adjacent subdivisions. She expressed concern over the connecting streets increasing traffic and posing a safety hazard to current walkers and cyclers, etc. She was also concerned with the access points being too close and exiting the subdivision.

Kathrine Wright, 3150 Briarly Lane, stated that there were too many homes placed in such a small space in this proposed development. She believes this would increase residential traffic and does not include traffic from businesses. She is opposed to the street stubs being opened. She stated while Briarwood has a wide entrance initially, it quickly narrows down. When vehicles are parked on both sides of the street, only one car can get through and is not feasible for any volume of traffic.

Jim Sturgell, 3100 Briarly Lane, said he conducted a survey and that the two neighborhoods were overwhelmingly opposed to the current proposal. He felt like they had no representation. He asked that the board consider their passionate feelings. He is not against the development but would like it be less dense than is currently proposed. He expressed a love for the trees currently on the site.

Troyann Pouloupoulos, 3208 Woodsman Lane, was primarily concerned about the density of the single family homes. She expressed concern of water run off from the proposed site that is higher in elevation than her property. She believes water runoff would be increased due to the additional roof and asphalt surfaces. She believes the removal of mature trees and ponds would also increase water runoff. She requested more green space and less density or a tremendous amount of environmental and sewer work would need to be completed.

Mark Weeks, 4561 King Arthur Cove, asked the board to consider and not rubber stamp the approval. He believes there is too many houses in the development which would require more fire, police, and water. He asked for a show of hands of those in opposition.

Kody Duckworth, 2943 Valley Lake Dr., was concerned with the height of the buildings behind him. His concern was the line of sight and an intrusion of privacy.

Victor Reed, 6355 Briergate Dr., expressed concern over the density in population increasing the number of children in the school system. He said the school system was approaching maximum capacity and this would over burden the school system.

Seven letters were received in opposition which are available with the minutes in the City Clerk's office. Those are from:

Todd Foster, 3141 Woodsman Lane; Tracey Branch, 3172 Hill Lake Drive; Paul and Ginger Holt, 6838 Briarfield Lane; Glenn Ramsey, 3170 Hedgemor Cove; Amy Cavataio, 6906 Briarfield Lane; Dee Ann and Jim Martin, no address provided; David Motta, 3230 Briarfield Cove. One of those were requested to be added to the minutes if time did not permit it to be

read aloud:

"Mr. Mayor:

My brief background: I moved to Briarwood from east Memphis in 2005 and retired in 2020 after nearly 47 yrs. in the hotel industry. For 26 years prior to retiring, my job was to evaluate markets and specific sites for their capacity to successfully support a new hotel. I note this only to indicate my familiarity with the issues that can arise with mixed-use developments; hotels often are components of such projects, so it is important to determine if a hotel is an appropriate element within a development. The completion of the Union Depot mixed-use developments, *as currently proposed*, would devastate the security and quiet friendly atmosphere of two highly livable, desirable neighborhoods: Kirby Lakes and Briarwood. Below is a list of the significant issues associated with Union Depot. As presently configured, this Union Depot is significantly over scaled: The residential density is excessive. It has been publicly reported that the project would include roughly 334 flats, 90 townhomes, and 160 single-family homes, along with 62 lofts above retail uses covering an additional 6 acres. This number of residential units would indicate some 400 to 500 new households. Not being negative regarding apartment renters, but rental housing, by its nature, draws a more transitory resident than does owner-occupied housing. The adding of assorted retail seems to be counter to the ongoing waves of brick-and-mortar store closings. An adjunct issue relates to the types of retailers to occupy these spaces. Not to disparage any class of retail, but there should be concerns about the types and quality of retailers permitted. If the developer has trouble selling or leasing empty spaces and incurs financial pressures, what safeguards can legally be put in place to maintain the level of retail integrity consistent with the surrounding family-oriented neighborhoods? Perhaps the largest concern centers on the expected tremendous increase in vehicular traffic that will result from roughly 400 - 500 new proximate households. The streets of both Briarwood and Kirby Lakes are now safe for playing children as well as for walking and biking, largely due to the single access points off Kirby Whitten and the narrowing of roads within each neighborhood. As explained by Mr. Grant, two "stub" streets in Briarwood (Briarbridge Ln. and Hedgemor Ln.) will have to be extended and significantly upgraded to provide access through Briarwood to Union Depot. Such radical modifications would be extremely negative disruptors and effectively destroy the safety, walkability, peace and quiet of the entire neighborhood. Current plans show a new road will be constructed between Kirby Lakes Drive and Briarfield Lane; the street is to provide access between Kirby Whitten and Union Depot through Briarwood. Such an access will create chaotic traffic conditions. Making lefts out of these two neighborhoods onto or from Kirby Whitten into either neighborhood is already challenging, especially during morning and evening rush hours. A third road proximate and in between the two existing entrances will lead to significant problems with many more vehicles trying to have access to or from Kirby Whitten. Similar traffic snarls will likewise build at Summer (U.S. 70) and Stage (Hwy 64) which is already plagued with access and visibility issues. I have not even addressed the travesty of destroying dozens of stately old-growth trees and natural vegetation that beautifully grace the borders of both neighbors. The ecological damage will be inevitable and permanent. Proposed schematics indicate 30-foot buffers will be put in selected places as a means of separating the two neighborhoods from the larger complex. These buffers are shown in areas where huge grand old trees and native vegetation now provide mother nature's own "buffers." One has to be concerned when envisioning skinny saplings and young decorative plants struggling to take root in order to provide comparable buffers in maybe 15 to 20 years. It is a simple mental exercise to image the many

Minutes Acceptance: Minutes of Dec 30, 2021 6:00 PM (MINUTES ACCEPTANCE)

ways this Union Depot project will devastate two excellent, even model, communities; communities where children play, old and young walk in safety and where home owners take pride in maintaining their properties in such enviable quite surroundings. Mr. Mayor, after a long career in business, I am a pragmatist. I have not exaggerated any of the foregoing real concerns. At the November 27 Planning Commission, many of my neighbors raised the same or similar concerns. A few members of the Commission expressed the need to conduct studies focusing on potential problems. Among the more prominent would be: traffic flows, volumes and congestion; access for fire/emergency vehicles, adequate drainage, and degradations to environments - both natural and manmade. I fully recognize the rationale and need to attract great *high-quality* development into Bartlett. A mixed-use development, properly scaled and having components that are in harmony with adjacent communities, can, and should, improve the well-being of its neighbors as well as the entire city. The subject 78-acre site is prime for making such a contribution to Bartlett's economy. But as elected caretakers of the welfare of the city and two neighborhoods in particular, I would like to be comfortable in believing that you and the Board of Aldermen recognize your responsibilities to approve balanced growth opportunities while limiting adverse consequences on the safety, health and charm of areas contiguous to such development opportunities. Please give serious consideration and detailed due diligence to the number of potentially serious issues that could irrevocably damage two wonderfully maintained neighborhoods where hundreds of households are truly neighbors. To approve Union Depot as planned primarily to show Bartlett as a city on the move (and one motivated by additional tax revenues) will seem another soulless grab at modernity ... something that will have extensive negative consequences for the land and the people who call it home. Respectfully Submitted, David Motta 3230 Briarfield Cove 38135"

Adjourned at 6:30 p.m.

Mayor McDonald commented that he had confirmed with Bartlett City Schools that there are numbers of availability for the schools that are currently being held by non-resident students. He advised that this mixed use development is not experimental, but being done in Lakeland, Arlington, Germantown, and Collierville and cities across the State of Tennessee. He stated that this is exactly what Bartlett needs. The water and road study has yet to happen, but those occur in upcoming phases.

UNFINISHED BUSINESS

Amendment to Resolution 35-21

Alderman David Parsons made a motion to amend Resolution 35-21 to remove the two street extensions connecting to the Briarwood Subdivision.

Minutes Acceptance: Minutes of Dec 30, 2021 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

2 Resolution 35-21, a resolution to approve a special use permit for Union Depot residential mixed use development located at 6896 Highway 70 within the "RS-10" single family residential and "O-R-1" office zoning districts. (Kim Taylor, Director of Planning and Economic Development)

Approved as amended with the Board of Mayor and Alderman condition of eliminating the two street extensions connecting the Briarwood Subdivision.

Alderman Quinn asked to hear plans B and C.

Mayor McDonald explained that it was not time in the process for alternate plans, but strictly to approve a special use permit.

Alderman Young explained that now that the board has approved the special use permit, it now goes back to the Planning Commission. What has been presented thus far is a conceptual drawing, a detailed plan(s) including site plans, construction plans, and a final plan will be presented to the Planning Commission and also the Design Review Commission.

Alderman Pleasant empathized with the citizens' concerns, but commented that nothing was rubber stamped, that Bartlett follows rules and regulations.

Alderman Elliott stated she serves on the Design Review Commission and it is comprised of numerous types of engineers who will address barriers and landscaping.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Quinn

ADJOURNMENT

Meeting adjourned at 6:45 PM

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Dec 30, 2021 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/13/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Winter Cross Country Series.



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

5760 Yale Rd Nesbit Park 38134
Address Zip Code

February 13, 2022 2:00-4:00 P.M.
Dates of the Event Hours of the Event

Winter Cross Country Series
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Memphis Runner's Track Club P.O. Box 17981 Memphis TN
Special Event Permit Applicant Address of Applicant 38187

(901) 218-1276
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

- ☒ Letter of Permission
☒ Insurance
☐ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☐ Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
 Total

Kirvin Roney 12/13/21
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Winter Cross Country Series
 Location: Nesbit Park 5760 Yale Rd
 Dates: February 13, 2022

Type of special event: (Check one.)

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

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

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/01/2021

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

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

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Casualty Company	
		INSURER B: Nationwide Life Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022 \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008971600	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008971600	12/31/2021	12/31/2022	\$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031850400	12/31/2021	12/31/2022	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 02/13/22 Winter Off-Road Series 8k INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club
 ATTN: April Flanigan, PO Box 17981, Memphis TN 38187 Processed by RMV

CERTIFICATE HOLDER

02/13/22 City of Bartlett
 6400 Stage Rd.
 Bartlett TN 38134

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gerry R. Miller

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Shan Criswell

From: raney01k@bellsouth.net
Sent: Monday, November 8, 2021 7:07 PM
To: Shan Criswell
Cc: 'John Payne'; 'April Flanigan'
Subject: [External] WORS 2022 8k ~ February 13

Shan,

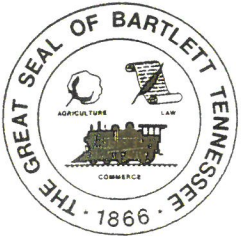
We would like to book Nesbit Park (Stanky Creek) for our Winter Off Road Series 8k February 13, 2022. We're going to go back to a 2:00pm start and we'll leave the start open for about 5 minutes instead of the 3 ½ hours we did last year. Is the fee to use the park still \$64.00?

April, can you send the liability insurance certificate when that becomes available?

Thanks,

Kevin Raney
(901) 337-5354

Attachment: 5760 YALE RD-WINTER CROSS COUNTRY SERIES-2022 (3076 : Winter Cross Country Series)



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

December 15, 2021

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN 38134

The Memphis Runners Track Club has requested to use Nesbit Park on Sunday, February 13, 2022, for their annual Winter Cross Country Series 8K run.

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

Sincerely,

Shan Criswell
Parks and Recreation Director

Attachment: 5760 YALE RD-WINTER CROSS COUNTRY SERIES-2022 (3076 : Winter Cross Country Series)



City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director
Paul Wright, Assistant Parks Director

MEMORANDUM

TO: Chief Inspection Chris Golden

FROM: Shan Criswell *SC*

RE: MRTC Winter Cross Country Series

DATE: December 10, 2021

The Memphis Runners Track Club will have their annual Winter Cross Country Series 8K run on Sunday, February 13, 2022, at 2:00 PM, pending board approval.

There are two places where traffic control would be needed. One is at the start of the race less than 100 yards on Yale Road as they run onto Memphis Arlington. The other is at Billy Maher and Memphis Arlington to block traffic until all runners enter the trail off Memphis Arlington. I am attaching a map. The officers would need to be there around 1:45 pm and should be finished by 2:30 pm.

Thank you in advance for your help.

Attachment: 5760 YALE RD-WINTER CROSS COUNTRY SERIES-2022 (3076 : Winter Cross Country Series)

Nesbit Park (aka Stanky Creek)



Path shown is a graphical representation of the race course, distance listed is an approximation of the actual distance.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 01/13/22 06:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

AGENDA ITEM

Proposal for design for the Water Treatment Plant Improvements 2022 Design Project.

Water Treatment Plant #1 (Altruria) and Water Treatment Plant #4 (Germantown Road) have three projects needed to remedy problems. These problems and the projects are listed in the attached Design Scope. We are in need of a consultant to design these three projects so they can be bid. Recently we received proposals from several consultants and our selection committee selected A2H Consulting Engineers.

Attached is A2H's contract for the design of these three projects which total \$36,750.00. Funds are available in 312.48312.81814.



December 10, 2021

John T. Horne, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN

Re: City of Bartlett
2022 Water Treatment Plant
Improvements
Bartlett, TN

A2H # 21430

Dear John,

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

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

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

Sincerely,

A2H, INC.

Logan E. Meeks, PE
President | Principal

Ryan McDaniel, PE
Senior Structural Engineer | Principal



December 10, 2021

John T. Horne, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN

Re: City of Bartlett
2022 Water Treatment Plant
Improvements
Bartlett, TN

A2H # 21430

Dear John,

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

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

A2H will be responsible for professional design and consulting services necessary for the 2022 Water Treatment Plant Improvements projects proposed in Bartlett, TN.

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

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

- Project Management
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Construction Administration

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

Construction Documents – WTP #4 – Valves

- A. A2H will develop drawings depicting the current valve and piping configuration for the four water filters.
- B. A2H will develop Construction Documents for the replacement of the following valves and actuators:
 - i. 6-inch manual gate valves – 2

- ii. 18-inch drain valves – 4 (valve only)
- iii. 10-inch filter to effluent valves – 4 (valve only)
- iv. 12-inch actuators – 5
- v. 4-inch actuators - 2

Construction Documents – PRV Vaults

- A. A2H will perform Land Surveying activities to provide a Topographic Survey of the areas around the two existing pressure regulating valve (PRV) vaults on either end of Brunswick Farms Drive. The topographic survey will be used to develop the Construction Documents for the project.
- B. The Topographic Survey will include: 1' contour intervals with spot elevations, locations of all visible improvements within the project area (buildings, utilities, roadways, etc.); locations of utilities, above and below grade.
- C. The Topographic Survey will be tied to the TN State Grid Network (State Plane Coordinates NAD83).
- D. A2H will develop Construction Documents for new PRV vaults to replace the existing ones on Brunswick Farms Drive. The Construction Documents will present the construction of new vaults, installation of new pressure regulating valves, drainage for the vault with a connection to the existing storm water conveyance system, and installation of new hatches for better access for maintaining the valves.

Construction Documents – WTP #1 Filter Media

- A. Visit the site to observe, document, and quantify the existing repair areas for each of the four filters.
- B. Provide Construction Documents including details for recommended repairs to the filters and replacement of filter media and underdrains.
- C. Drawings will be provided in PDF format. Technical specifications will be provided in PDF and Microsoft Word format. The City of Bartlett will provide the remainder of the Project Manual.

Bidding Assistance

- A. Provide assistance to the City of Bartlett to bid these projects at the same time. The projects will be bid at the same time as one package or as three packages.
- B. A2H will attend and help direct the pre-bid meeting for the projects at the same time.
- C. Respond to Contractor questions during the bid process and issue clarifications with the City of Bartlett as required.
- D. A2H will prepare bid tabulations for the bids and be present at the bid opening.
- E. A2H will assist the City of Bartlett in reviewing bids and selecting Contractor(s).

Construction Administration – WTP #4 Valves

- A. Review submittals and shop drawings.
- B. Provide clarifications and responses to Contractor questions.
- C. Visit the site up to twice during construction.

Construction Administration – PRV Vaults

- A. Review submittals and shop drawings.

- B. Provide clarifications and responses to Contractor questions.
- C. Visit the site up to twice during construction.

Construction Administration – WTP #1 Filter Media

- A. Review submittals and shop drawings.
- B. Provide clarifications and responses to Contractor questions.
- C. Visit the site up to six times during construction.

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

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

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Any plan review fees required by local or state entity, application fees and/or permit fees.
- C. Environmental Site Assessment.
- D. Construction cost estimating.
- E. Our limited Construction Administration services do not include construction management tasks i.e., full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment requests / change order requests, etc.
- F. Quality Assurance Testing Services including but not limited to testing and special inspections.
- G. The preparation of As-Built Drawings after completion of construction.

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

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

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

Construction Documents – WTP #4 – Valves	\$	6,800.00
Construction Documents – PRV Vaults	\$	14,800.00
Construction Documents – WTP #1 Filter Media	\$	3,300.00
Bidding Assistance	\$	3,200.00
Construction Administration – WTP #4 Valves	\$	1,500.00
Construction Administration – PRV Vaults	\$	2,400.00
Construction Administration – WTP #1 Filter Media	\$	3,900.00
Compensation for Basic Scope of Services	\$	35,900.00
Reimbursable Expense Fee (Courier Service, Mileage, Travel, and Printing)	\$	850.00
Reimbursable Fee (Plans Review, Bid Advertisement)	Direct Cost + 10%	

VI. Additional Services:

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

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 225.00
Associate Principal	\$ 160.00	\$ 175.00	\$ 190.00
Project Manager	\$ 130.00	\$ 145.00	\$ 170.00
Project Coordinator	\$ 80.00	\$ 90.00	\$ 100.00
Engineer	\$ 125.00	\$ 140.00	\$ 165.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 120.00
Construction Administrator	\$ 90.00	\$ 95.00	\$ 115.00
Designer	\$ 80.00	\$ 90.00	\$ 105.00
BIM/CAD Technician	\$ 75.00	\$ 85.00	\$ 105.00
Survey Crew Member	\$ 60.00	\$ 70.00	\$ 80.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

If this Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us, we would appreciate your signing the enclosed copy of this letter agreement in the space provided below and initialing the Terms and Conditions in the space provided and returning them to us.

This Contract will be open for acceptance for 30 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, Inc.



Logan E. Meeks, PE
President | Principal

Attachment: Terms and Conditions

AGENT FOR: **CITY OF BARTLETT**

ACCEPTED BY: _____ **DATE:** _____

TITLE: _____

TERMS AND CONDITIONS

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

 Initials

 Date

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

Accepted by **CITY OF BARTLETT**:

Signature

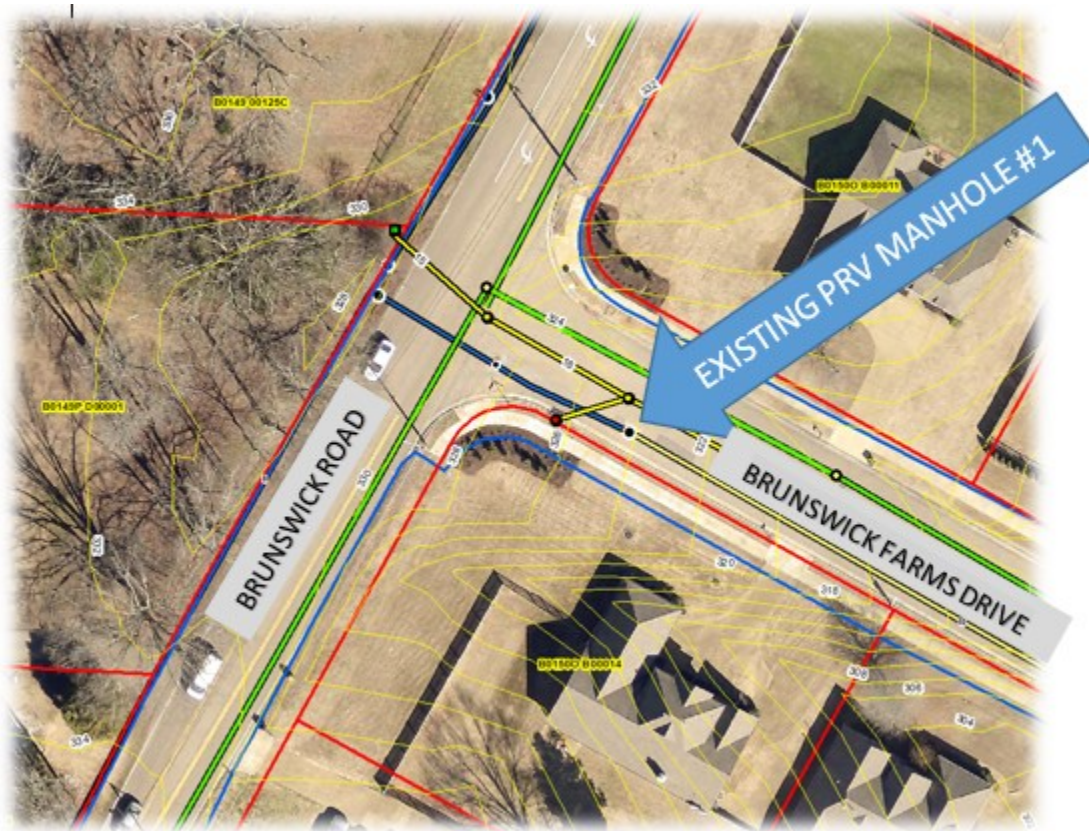
Date

DESIGN SCOPE

Design OF (3) separate projects for our Water Treatment Plants. The designs will be used to Bid (3) separate Construction Projects. These (3) projects are:

Design #1: Structural design of (2) separate reinforced concrete accessible vaults to hold (2) separate Pressure Reducing Valves (PRV).

- These new vaults will be designed with traffic rated access hatches, and designed to hold the existing relocated PRV's.
- They will also include a floor that is sloped to drain and connected to the existing Brunswick Farms SD drainage system.
- These new vaults will replace the existing concrete manholes that house the existing Pressure Reducing Valves.
- This design will require a topographic Survey and possibly a boundary Survey.
- (3) Alternative location Layouts will be required at each of the PRV locations in order to select the preferred location.
- Scheduled meetings with the neighborhood and City Staff may be needed to determine the final location of the vaults.
- The existing manholes and existing PRV's are located at the following locations:



PRV MANHOLE #1

Project Scope Design #1 (continued)



PRV MANHOLE #2

Design #2: The City owns and operates Water Treatment Plant (WTP) #1 at 3585 Altruria Road. Design #2 will include (but not limited to) the following regarding this Plant's (4) Media Filters.

- Removal and replacement of all existing media from all (4) filter structures.
- Structural repairs of the reinforced concrete filter structures.
- Removal and replacement of all filter underdrains.

Design #3: In addition to WTP#1, the City of Bartlett owns and operates WTP#4 at 3183 Germantown Road. Design #3 will include (but not limited) to the following:

- Removal & replacement of approximately 15 valves total at WTP#1 & WTP#4. All of these valves are located within the pipe gallery and are pneumatically controlled.
- Mechanical drawings & specifications will be needed to insure pneumatic controls are included and new valves will fit to the existing piping.
- Painting of all existing piping and valves at each water plant.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/13/22 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for November 2021.



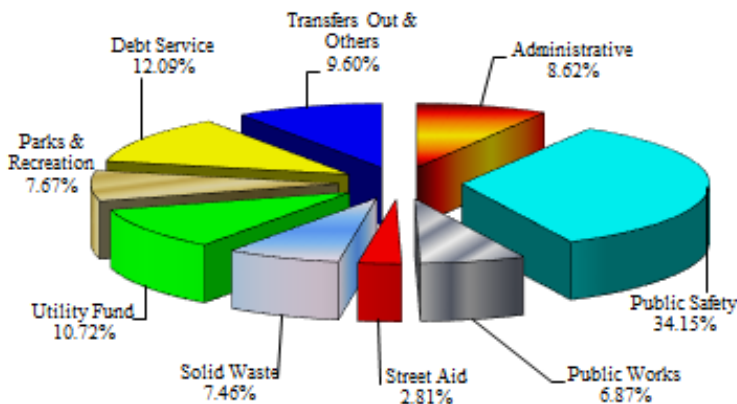
City of Bartlett

FINANCIAL REPORT

November 30, 2021

Total Expenditures, FY 2022 Budget: \$88,858,628

WHERE THE \$ GOES (Does not include School)

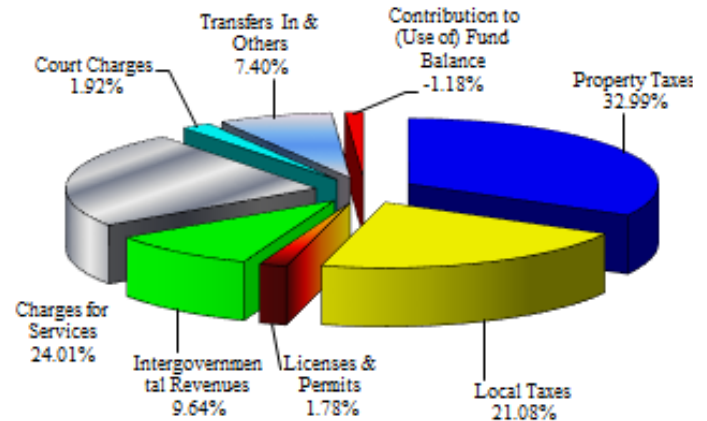


BUDGET HIGHLIGHTS

- June 30, 2021 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2021 year-end.
- Property tax bills were mailed in November and are due February 28.
- Delinquent 2020 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2022 Budget: \$88,858,628

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



FY 2022 YEAR-TO-DATE For The Period Ending November 30, 2021

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,038,743	\$ 3,000,774
Public Safety	29,839,577	12,835,557
Public Works	5,975,848	2,383,758
Parks and Recreation	6,206,768	2,787,535
Performing Arts	601,966	275,777
Transfers & Other Gen. Fund Items	7,389,019	6,901,019
Subtotal	\$ 57,051,921	\$ 28,184,421
General Fund Revenues		
Property Taxes	\$ 29,305,000	\$ 3,143,708
Local Taxes	14,894,090	4,030,234
Building and Development Fees	1,577,000	618,679
Intergovernmental	6,464,000	1,839,635
Charges for Services	3,106,325	1,415,369
Court Charges	1,406,000	519,632
Other Revenue	299,506	815,755
Subtotal	\$ 57,051,921	\$ 12,383,011
Special Rev. Funds - Expenditures	\$ 11,225,055	\$ 4,949,106
Special Rev. Funds - Revenues	\$ 11,225,055	\$ 6,927,615
Utility Expenses	\$ 10,169,300	\$ 4,108,644
Utility Revenues	\$ 10,169,300	\$ 4,409,442
Debt Service Expenditures	\$ 9,511,132	\$ 7,355,952
Debt Service Revenues	\$ 9,511,132	\$ 6,711,807
Total Expenditures	\$ 87,957,409	\$ 44,598,123
Total Revenues	\$ 87,957,409	\$ 30,431,876

Note: FY 2022 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility.

Attachment: Nov21FinRprt (3080 : Treasurer's Report for November 2021.)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending November 30, 2021

	FY 2021 Unaudited Actual	FY 2022 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2021	Year-to-Date Actual FY 2022	Increase/ Decrease in \$	Percent of FY 2021 Actual	Percent of FY 2022 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,389,575	\$ 7,038,743	\$ (350,832)	\$ 2,685,169	\$ 3,000,774	\$ 315,605	36.34%	42.63%	6.29%
Public Safety	28,533,748	29,839,577	1,305,829	12,200,032	12,835,557	635,525	42.76%	43.02%	0.26%
Public Works	5,363,791	5,975,848	612,057	2,320,438	2,383,758	63,320	43.26%	39.89%	-3.37%
Parks and Recreation	5,497,026	6,090,520	593,494	2,345,017	2,787,535	442,518	42.66%	45.77%	3.11%
Performing Arts	494,296	718,214	223,918	153,418	275,777	122,359	31.04%	38.40%	7.36%
Transfers & Other Gen. Fund Items	8,341,345	7,389,019	(952,326)	1,737,826	6,901,019	5,163,193	20.83%	93.40%	72.56%
Total General Fund Expenditures	\$ 55,619,780	\$ 57,051,921	\$ 1,432,141	\$ 21,441,900	\$ 28,184,421	\$ 6,742,520	38.55%	49.40%	10.85%
General Fund Revenues									
Property Taxes	\$ 26,041,658	\$ 29,305,000	\$ 3,263,342	\$ 2,428,477	\$ 3,143,708	\$ 715,231	9.33%	10.73%	1.40%
Local Taxes	15,924,499	14,894,090	(1,030,409)	3,659,341	4,030,234	370,892	22.98%	27.06%	4.08%
Building and Development Fees	1,580,278	1,577,000	(3,278)	615,000	618,679	3,679	38.92%	39.23%	0.31%
Intergovernmental	7,139,019	6,464,000	(675,019)	1,585,051	1,839,635	254,583	22.20%	28.46%	6.26%
Charges for Services	3,120,059	3,106,325	(13,734)	1,001,887	1,415,369	413,482	32.11%	45.56%	13.45%
Court Charges	1,518,058	1,406,000	(112,058)	595,673	519,632	(76,041)	39.24%	36.96%	-2.28%
Other Revenue	4,835,411	299,506	(4,535,905)	4,558,597	815,755	(3,742,841)	94.28%	272.37%	178.09%
Total General Fund Revenues	\$ 60,158,982	\$ 57,051,921	\$ (3,107,060)	\$ 14,444,026	\$ 12,383,011	\$ (2,061,015)	24.01%	21.70%	-2.30%
Special Revenue Funds									
Street Aid Fund	\$ 2,172,003	\$ 2,500,000	\$ 327,997	\$ 945,927	\$ 1,057,689	\$ 111,762	43.55%	42.31%	-1.24%
Solid Waste Fund	6,051,288	7,166,944	1,115,656	2,267,546	2,314,255	46,709	37.47%	32.29%	-5.18%
General Improvement Fund	703,729	787,500	83,771	244,811	299,531	54,720	34.79%	38.04%	3.25%
Drug Enforcement Fund	103,033	370,000	266,967	45,436	7,954	(37,482)	44.10%	2.15%	-41.95%
DEA Enforcement Fund	121,269	95,500	(25,769)	26,514	158,452	131,938	21.86%	165.92%	144.05%
Drainage Control Fund	111,622	125,111	13,489	45,306	45,549	243	40.59%	36.41%	-4.18%
Park Improvement Fund	142,367	150,000	7,633	15,500	7,921	(7,579)	0.00%	0.00%	0.00%
E-Citation Fund	15,656	30,000	14,344	7,156	0	(7,156)	0.00%	0.00%	0.00%
Grant Funds	3,958,780	0	(3,958,780)	758,365	1,057,755	299,391	19.16%	0.00%	-19.16%
Special Revenue Funds - Expenditures	\$ 13,379,749	\$ 11,225,055	\$ (2,154,694)	\$ 4,356,560	\$ 4,949,106	\$ 592,546	32.56%	44.09%	11.53%
Special Revenue Funds - Revenues	\$ 14,440,053	\$ 11,225,055	\$ (3,214,998)	\$ 4,690,454	\$ 6,927,615	\$ 2,237,161	32.48%	61.72%	29.23%
Utility Fund									
Total Utility Operations	\$ 7,160,862	\$ 9,798,173	\$ 2,637,311	\$ 2,662,047	\$ 3,033,531	\$ 371,484	37.17%	30.96%	-6.21%
Total Utility Debt Expenses	1,155,469	1,230,979	75,510	1,039,634	1,075,114	35,479	89.98%	87.34%	-2.64%
Total Utility Expenses	\$ 8,316,331	\$ 11,029,152	\$ 2,712,821	\$ 3,701,681	\$ 4,108,644	\$ 406,964	44.51%	37.25%	-7.26%
Total Utility Revenues	\$ 9,611,167	\$ 11,029,152	\$ 1,417,985	\$ 4,076,640	\$ 4,409,442	\$ 332,802	42.42%	39.98%	-2.44%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,169,024	\$ 9,552,500	\$ 383,476	\$ 7,265,833	\$ 7,355,952	\$ 90,119	79.24%	77.01%	-2.24%
Total Debt Service Revenues	\$ 10,105,513	\$ 9,552,500	\$ (553,013)	\$ 2,208,723	\$ 6,711,807	\$ 4,503,084	21.86%	70.26%	48.41%
Total Expenditures	\$ 86,484,884	\$ 88,858,628	\$ 2,373,745	\$ 36,765,975	\$ 44,598,123	\$ 7,832,149	42.51%	50.19%	7.68%
Total Revenues	\$ 94,315,715	\$ 88,858,628	\$ (5,457,086)	\$ 25,419,843	\$ 30,431,876	\$ 5,012,032	26.95%	34.25%	7.30%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3079)

Meeting: 01/13/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3079

Resolution 01-22, a resolution to amend the FY2022 General Fund budget to recognize a one-time appropriation of \$665,323.00 from the State of Tennessee and to transfer \$405,000 from Fund Balance of the General Fund to the FY2022 Capital Improvement Program Fund to provide funds for Police and Fire CAD/RMS upgrades.

WHEREAS, the City of Bartlett has received a one-time appropriation of \$665,323.00 from the State of Tennessee legislature to be used for city purposes; and

WHEREAS, the City of Bartlett desires to fund mobile digital computers and supporting equipment budgeted in the FY2022 Capital Improvement Program Budget for Police and Fire Department CAD/RMS upgrades;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Fund FY2022 budget is amended to recognize one-time grant funds from the State of Tennessee and to transfer funds to its Capital Improvement Program Fund for Police/Fire CAD/RMS upgrades. General ledger accounts to be amended are shown in the table below.

Account	Description	Amount
110.30000.33592	Governor's Gov't Support Grant	\$665,323
110.46000.982	Contribution to Fund Balance	\$665,323
110.30000.36990	Use of Fund Balance	\$405,000
110.46000.999	Transfers to CIP Fund	\$405,000

Adopted this day of January 13, 2022

W.C. (Bubba) Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: January 13, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to Amend FY2022 General Fund with Transfer to Capital Improvement Program Fund

INTRODUCTION: The purpose of this agenda item is to request the Board of Mayor and Aldermen to approve a budget amendment to the FY2022 General Fund to recognize a one-time appropriation from the State of Tennessee and transfer \$405,000 to FY2022 Capital Improvement Program Fund for the purpose of Police and Fire CAD/RMS upgrades.

BACKGROUND: On June 28, 2021, the Bartlett Board of Mayor and Aldermen adopted on third and final reading budgets for FY2022 General Fund and Capital Improvement Program Fund. The CIP Fund provided for budgeted expenditures of \$405,000 for Mobile Digital Computers and Wireless Network Routers for Police/Fire vehicles. The CIP project was approved with a source of funding identified only as “Grant Funds”.

DISCUSSION: The Tennessee Governor’s budget for FY2022 provided for one-time appropriation to Tennessee cities and counties to be used for any governmental purpose. The City of Bartlett received \$665,323 from this appropriation; however the funds were received after the end of the FY2021 fiscal year and were not included in the FY2022 General Fund budget adopted on June 28, 2021.

This amendment to the General Fund of the City of Bartlett recognizes the \$665,323 appropriation from the State of Tennessee which increases the fund balance in the General Fund for the year ended June 30, 2022. The amendment further appropriates a transfer of \$405,000 from the General Fund to the Capital Improvement Program Fund to provide the necessary source of funding for the Police and Fire CAD/RMS requested by the Police and Fire Departments.

BUDGET IMPACT: Recognizing the State of Tennessee one-time appropriation will increase the fund balance in the General Fund by \$665,323. The transfer to the CIP Fund from the General Fund will decrease the fund balance in the General Fund by \$405,000 and provide a source of funding for the CIP project.

PROPOSED MOTION: To approve the budget amendment to the FY2022 General Fund to recognize the State of Tennessee appropriation and to transfer a portion of these funds to the CIP Fund.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3082)

Meeting: 01/13/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3082

Resolution 02-22, a resolution to amend the City of Bartlett FY2022 American Rescue Plan Act Fund to provide for phase two premium pay to essential employees as authorized in the American Rescue Plan Act (ARPA).

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the Covid-19 pandemic; and

WHEREAS, approximately \$350 billion of The ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the coronavirus pandemic; and

WHEREAS, such funds are to be used in accordance with the guidelines of the plan summarized below:

Timing - First Tranche Amount: The City of Bartlett has been allocated a total of \$5,766,313 of ARPA funding as described above. On July 1, 2021 the City of Bartlett received one-half of this allotment of \$2,883,156.50 from the Secretary of the Treasury. **Second Tranche Amount:** The Secretary of the Treasury shall pay the second half of the total allotment not earlier than 12 months after the date of the First Tranche paid to the City.

Use of Funds - The City of Bartlett shall only use the funds provided as described in the ARPA which follows the rules set out in the federal register dated May 17, 2021, which was accepted as final, with amendments, with an effective date of April 1, 2022. Funds for this purpose shall be used to cover costs incurred by the City no later than December 2024, to wit:

- a) To respond to the public health emergency with respect to the Coronavirus 2019 disease (COVID-19) or its negative economic impacts;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work,**
- c) For the provision of government services to the extent of the reduction in revenue of such City due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the City, and
- d) To make necessary investment in water, sewer, or broadband infrastructure; and

WHEREAS, the City of Bartlett wishes to recognize the essential work performed by its all frontline essential workers during the course of the pandemic with potential exposure to the COVID-19 virus on a daily basis; and

WHEREAS, the Bartlett City Board of Mayor and Aldermen adopted Resolution 33-21 on November 9, 2021, which provided for premium pay for certain police, fire, ambulance, and public works employees considered essential employees as defined in the ARPA; and

WHEREAS, the City of Bartlett desires to use an additional amount of ARPA funding to provide premium pay to essential workers not included in Resolution 33-21 as described in the interim final rule from the Department of the Treasury contained in the federal register issued on Monday, May 17, 2021; and

WHEREAS, the City of Bartlett desires to pay out this second allocation of premium pay in the next regular semi-monthly payroll or as soon thereafter as practical;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that the FY2022 ARPA Fund is amended to appropriate \$689,700 from the Federal Government grant through the American Rescue Plan Act as one-time non-recurring premium pay and associated benefits to eligible City of Bartlett essential workers not provided for in Resolution 33-21 as detailed in the table below:

	Description	Increase
Revenue	ARPA Grant	\$689,700
Expenditures	Wages	\$627,000
	FICA Match	\$47,966
	Work Comp	\$14,734

BE IT FURTHER RESOLVED that the City of Bartlett will adhere to the existing, additional, and amended guidelines as set forth by the federal government in the allocation or distribution of ARPA funds, the public welfare requiring it.

Adopted this day of January 13, 2022

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____

Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: January 13, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to Amend ARPA Fund to Provide Phase Two Premium Pay to Essential Workers

INTRODUCTION: The purpose of this agenda item is to request the Board of Mayor and Aldermen to approve a budget amendment to the American Rescue Plan Act Fund of the City for the purpose of providing premium pay to certain employees that performed essential services during the COVID-19 pandemic as described in the Act and explained further by the Tennessee Comptroller's office. Premium pay as described in the American Rescue Plan Act is a permissive and not mandatory use of the allocation received by the City of Bartlett.

BACKGROUND: On March 1, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 602(c)(1) and 603(c)(1) provides that funds may be used (...to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.) The ARPA has defined premium pay to mean an amount up to \$13 per hour in addition to wages the worker otherwise receives in an aggregate amount not to exceed \$25,000 per eligible worker. This requirement and other considerations can be found in the May 17, 2021 *Interim final rule* issued by the Department of the Treasury. The rule can be accessed on the web at <https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf>. In a memo from the Tennessee Comptroller's Office dated July 9, 2021, Comptroller Jason Mumpower outlined "guidelines for premium pay". The memo further states that language contained in the interim final rule noted above, the chief executive officer of the city may designate other essential workers within the general guidelines of the legislation.

DISCUSSION: The amendment to the ARPA Fund of the City appropriates \$689,700 for the purpose of paying essential employees designated by the chief executive officer premium pay of \$3,000 each and provides for the matching costs of FICA of \$47,966 and Worker Compensation insurance premium of \$14,734. This is a **non-recurring one-time payment** to each affected worker and does not count as pay for any City of Bartlett retirement plan or other purposes. The \$3,000 and associated employee federal income tax and FICA tax withholding will be included in the 2022 year-end Form W-2 for each employee. Federal taxes will be withheld based on each employee's Form W-4 on file with the personnel department.

BUDGET IMPACT: Premium pay and benefits will be charged to the ARPA Fund. However, for convenience in accounting, these funds may be transferred to the General Fund.

PROPOSED MOTION: To approve the budget amendment to the FY2022 ARPA Fund to provide premium pay plus benefits as described in this report.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/13/22 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Penny Medlock

Department Head: A. Keith McDonald

**Appoint Kristi Francavilla as Assistant Director of Finance
effective January 14, 2022.**