

City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

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

INVOCATION

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

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

Bartlett Arts Council, January 16 at 6 p.m.

BPACC Advisory Board, January 16 at 6 p.m.

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

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

Historic Preservation Commission, January 22 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the December 19, 2023 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

- I. Ordinance 23-08, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Smoke Shop and Tobacco Store; and, to amend Article V, Chart I, Uses Permitted, to add Smoke Shops and Tobacco Stores in certain Zoning Districts with a Special Use Permit.

2. Ordinance 23-09, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Hookah Lounge and Other Smoking Lounges; and to amend Article V, Chart I, Uses Permitted, to add Hookah Lounges and Other Smoking Lounges in the C-H Highway Business Zoning District with a Special Use Permit.
3. Ordinance 23-10, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Small Box Retail Stores, Liquidation Stores, and Liquidation Warehouse Sellers; and, to amend Article V, Chart I, Uses Permitted, to add Small Box Retail Stores, Liquidation Retail Stores, and Liquidation Warehouse Sellers in certain Zoning Districts with a Special Use Permit; and add to Article VI, Supplementary District Regulations, Section 3I, Small Box Retail Stores.
4. Ordinance 23-11, an ordinance amending Title 2, Chapter 6, Section 2-601, Membership, of the Codified Ordinances of the City of Bartlett, Tennessee, to be consistent with State law by permitting a person designated by the mayor to serve on the Planning Commission in lieu of the mayor.
5. Ordinance 23-12, an ordinance to amend Title 2, Chapter 5, Section 501, City Beautiful Commission, of the City of Bartlett Code of Ordinances to stagger the terms of members serving on the City Beautiful Commission.
6. Managed Services for the Bartlett Library.
7. Managed Services for the Bartlett Recreation Center.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 23-08, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Smoke Shop and Tobacco Store; and, to amend Article V, Chart I, Uses Permitted, to add Smoke Shops and Tobacco Stores in certain Zoning Districts with a Special Use Permit. (Kim Taylor, Director of Planning and Economic Development)**
- 2 **Third Reading of Ordinance 23-09, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Hookah Lounge and Other Smoking Lounges; and to amend Article V, Chart I, Uses Permitted, to add Hookah Lounges and Other Smoking Lounges in the C-H Highway Business Zoning District with a Special Use Permit. (Kim Taylor, Director of Planning and Economic Development)**

- 3 **Third Reading of Ordinance 23-10, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Small Box Retail Stores, Liquidation Stores, and Liquidation Warehouse Sellers; and, to amend Article V, Chart I, Uses Permitted, to add Small Box Retail Stores, Liquidation Retail Stores, and Liquidation Warehouse Sellers in certain Zoning Districts with a Special Use Permit; and add to Article VI, Supplementary District Regulations, Section 31, Small Box Retail Stores. (Kim Taylor, Director of Planning and Economic Development)**
- 4 **Third Reading of Ordinance 23-11, an ordinance amending Title 2, Chapter 6, Section 2-601, Membership, of the Codified Ordinances of the City of Bartlett, Tennessee, to be consistent with State law by permitting a person designated by the mayor to serve on the Planning Commission in lieu of the mayor. (Ed McKenney, City Attorney)**
- 5 **Third Reading of Ordinance 23-12, an ordinance to amend Title 2, Chapter 5, Section 501, City Beautiful Commission, of the City of Bartlett Code of Ordinances to stagger the terms of members serving on the City Beautiful Commission. (Ed McKenney, City Attorney)**

CONSENT AGENDA

- 1 **Special event permit for Memphis Runners Track Club Winter Off Road Series 8K. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Sunday, February 11 from 12 p.m. to 4 p.m. at Nesbit Park.
- 2 **January 2024 Planning Commission Report. (Kim Taylor, Director of Planning and Economic Development)**
- 3 **Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

Two items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 4 **Treasurer's Report for November 2023. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- 1 Contract with Avenu Insights and Analytics for managed services for the Bartlett Public Library. (David Parsons, Mayor)**
- 2 Contract with the YMCA for managed services for the Bartlett Recreation Center. (David Parsons, Mayor)**
- 3 Set a Public Hearing for February 13, 2024 for 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)**
- 4 Set a Public Hearing for February 13, 2024 for 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)**
- 5 Set a Public Hearing for February 13, 2024 for 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)**

- 6 Set a Public Hearing for February 13, 2024 for 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)**
- 7 Resolution 05-24, a resolution to amend the FY2024 General Fund budget to recognize Shelby County District Attorney General's Office grant award totaling \$30,000 to the Bartlett Police Department for public safety purposes. (Dick Phebus, Director of Finance)**
- 8 First 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). The public hearing to be set for February 13, 2024.**

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, DECEMBER 19, 2023 - 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 Johnny Byrd, Legacy Church

FUTURE MEETINGS

Beer Board, January 2 at 6 p.m.

Planning Commission, January 2 at 6:30 p.m.

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

City Beautiful Commission, January 4 at 6:30 p.m.

Industrial Development Board, January 4 at 7 p.m.

Family Assistance Commission, January 8 at 6 p.m.

Public Hearing for Managed Services for the Bartlett Library and Bartlett Recreation Center, January 9 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the December 12, 2023 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Dec 19, 2023 6:00 PM (MINUTES ACCEPTANCE)

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

UNFINISHED BUSINESS

- 1 **Second Reading of Ordinance 23-08, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Smoke Shop and Tobacco Store; and, to amend Article V, Chart I, Uses Permitted, to add Smoke Shops and Tobacco Stores in certain Zoning Districts with a Special Use Permit. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for January 9, 2023.**

RESULT: APPROVED ON SECOND READING [UNANIMOUS] Next: 1/9/2024 6:00 PM
MOVER: David Reaves, Alderman
SECONDER: Jack Young, Vice Mayor
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 2 **Second Reading of Ordinance 23-09, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Hookah Lounge and Other Smoking Lounges; and to amend Article V, Chart I, Uses Permitted, to add Hookah Lounges and Other Smoking Lounges in the C-H Highway Business Zoning District with a Special Use Permit. (Kim Taylor, Director of Planning and Economic Development) The public hearing is set for January 9, 2023.**

RESULT: APPROVED ON SECOND READING [UNANIMOUS] Next: 1/9/2024 6:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: Brad King, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 3 **Second Reading of Ordinance 23-10, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Small Box Retail Stores, Liquidation Stores, and Liquidation Warehouse Sellers; and, to amend Article V, Chart I, Uses Permitted, to add Small Box Retail Stores, Liquidation Retail Stores, and Liquidation Warehouse Sellers in certain Zoning Districts with a Special Use Permit; and add to Article VI, Supplementary District Regulations, Section 31, Small Box Retail Stores. (Kim Taylor, Director of Planning and Economic Development) The public hearing is set for January 9, 2023.**

RESULT: APPROVED ON SECOND READING [UNANIMOUS] Next: 1/9/2024 6:00 PM
MOVER: Kevin Quinn, Alderman
SECONDER: Jack Young, Vice Mayor
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 4 **Second Reading of Ordinance 23-11, an ordinance amending Title 2, Chapter 6, Section 2-601, Membership, of the Codified Ordinances of the City of Bartlett, Tennessee, to be consistent with State law by permitting a person designated by the mayor to serve on the Planning Commission in lieu of the mayor. (Ed McKenney, City Attorney)** The public hearing is set for January 9, 2023.

RESULT: APPROVED ON SECOND READING [UNANIMOUS] Next: 1/9/2024 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

- 5 **Second Reading of Ordinance 23-12, an ordinance to amend Title 2, Chapter 5, Section 501, City Beautiful Commission, of the City of Bartlett Code of Ordinances to stagger the terms of members serving on the City Beautiful Commission. (Ed McKenney, City Attorney)** The public hearing is set for January 9, 2023.

RESULT: APPROVED ON SECOND READING [UNANIMOUS] Next: 1/9/2024 6:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: Robert Griffin, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

CONSENT AGENDA

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

- I **Proposal for Actuarial Consulting Services. (Dick Phebus, Director of Finance)**

Recommend accepting consultant proposal from Cavanaugh MacDonald Consulting, for actuarial valuation services for the defined benefit Retirement System of the City of Bartlett and the City of Bartlett, Tennessee Retirement Plan (Cash Balance Plan) with a base cost of \$38,500.00 per year for three years. Funds are available in Pension Cash Management accounts.

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

Union Depot Phase 2B completes the town homes section of the Union Depot development and begins subdividing the single family section. It also includes road construction, as well as public water, sewer, and drainage utilities. The developer, Blue Sky Communities, Inc., will pay \$412,431.77 in City fees. The bond is set at \$299,315.58.

3 December 2023 Planning Commission Report. (Kim Taylor, Director of Planning and Economic Development)

1. Special Use Permit for School Use at 9375 Davies Plantation Road. *The Planning Commission, by vote, continued this item until their January 2, 2024 meeting.*
2. Master Plan for Hy-Vee Subdivision, Northeast Corner of New Brunswick Road and Old Brunswick Road. *The Planning Commission approved with conditions of staff.*
3. Construction Plan for Shamali Subdivision Lot 1, 7771 Highway 70. *The Commission approved with conditions of staff.*
4. Final Plan for Shamali Subdivision Lot 1, 7771 Highway 70. *The Commission approved with conditions of staff.*
5. Final Plan for Croy Subdivision, 7410 Shadowlawn Road. *The Commission approved with conditions of staff.*
6. Site Plan for Dunkin Donuts, Appling Road & Highway 70. *The Commission approved with conditions of staff.*
7. Revised Site Plan for Club Car Wash, 8274 Highway 64. *The Commission approved with conditions of staff.*
8. Site Plan for Chipotle, Stage Road West of Kirby Whitten Parkway. *The Commission approved with conditions of staff.*

NEW BUSINESS

I Appoint Paul Wright as Director of Parks and Recreation. (David Parsons, Mayor)

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

2 Announcement of Annexation by Consent. (Kim Taylor, Director of Planning and Economic Development)

Director of Planning and Economic Development Kim Taylor presented an announcement of annexation by consent for approximately 220 acres. The properties would be rezoned to the "I-O" warehouse and wholesale district, also requested by the property owner. The property is estimated to hold an approximately 2.6 million square foot building or series of buildings with associated parking. The State of Tennessee Department of Economic Development has been seeking potential sites to build large industrial sites. A favorable vote allows the Planning Commission to proceed with the annexation and rezoning processes and return the item back to the Board for final approval. Public hearings would be set for both the Planning Commission and the Board of Mayor and Aldermen at future dates.

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

OPEN DISCUSSION

The Board congratulated Paul Wright on his appointment as Director of Parks and Recreation and also wished all a Merry Christmas and Happy New Year.

Linda Booth, 5701 Sleepy Woods Cove, Bartlett, TN spoke against the YMCA managing services for the Bartlett Recreation Center. She stated that she was speaking as a citizen, parks user, parent of a Parks employee of the year recipient, and member of the Parks and Recreation Advisory Board. Her concerns centered on the employment retention of part-time employees and their wages. She was also concerned that the City would be considering a management services change when the survey results of the Parks Master Plan had not been received by the Advisory Board. She felt that the results should be heard before making any decisions. She also expressed concerns of building maintenance and was against an outdoor pool.

Tim Edwards, 9124 Anderton Springs Drive, Bartlett, TN. He stated that the Recreation Center was part of the fabric of Bartlett. He said it was more than a few lines on an income statement or balance sheet that might show a loss. He spoke of the Daddy Daughter Dance and shared that realtors and the Chamber make the BRC a selling point for Bartlett. He made a point that the YMCA does not honor Silver Sneakers.

McKenzie Ikner, 7675 Barker Woods Road, Bartlett, TN. Ms. Ikner informed the Board that she has worked at the BRC for three years. She expounded on the camaraderie and sense of community at the Rec Center. She felt that the Center was never meant to be a highly profitable entity but serve the community. She believes that jobs would be lost and member rates would increase if the YMCA managed the BRC.

Charlotte Sanders, 6160 Calla Cove, Bartlett, TN. Ms. Sanders shared that the BRC is staple in the community. She credited the Rec Center community for helping establish friendships, pursue sports, and for giving her that first job. She said while the blueprints of what the YMCA would offer seemed lovely and grand, she felt it was not worth giving up the family that the BRC has established.

Donna Baucum, 7241 Third Road, Bartlett, TN. Ms. Baucum is a water aerobics instructor at the BRC. She said the Rec Center is what brought them to Bartlett. She stated they could've joined YMCA at any time, but BRC had a small town feel with mainly members from Bartlett. She said she wasn't looking for after school care, lazy rivers, or big outdoor pools and is not what she is looking for now. She doesn't believe the YMCA management would be a good fit for senior citizens. She stated even with a 17 percent increase, it would be less than what the YMCA charges and many seniors cannot afford those rates.

Beverly Radford, 6090 Elmore Road, Bartlett, TN. Ms. Radford stated that she was speaking on behalf of several senior friends. Ms. Radford has lived in Bartlett for over 53 years. Besides exercising, she and her senior friends have conversation and coffee and it's a place where they feel like they are a part of the Bartlett community. She stated that just as the City funds the police, fire, and education, her group feels like all the citizens of Bartlett are due to have recreation funded. As a senior citizen with limited income, she doesn't believe a new entity cannot offer all the additional amenities and provide current services without raising the costs. For many seniors this would be difficult. She also commended the current staff on caring for the seniors and asked that the Board keep the small town feel.

Nick Brimhall, 9221 Hillman Way Dr., Bartlett, TN. His family chose to move to Bartlett because it is a well-run city. He said some of the great things going for Bartlett were the BRC and the library. He said the BRC might need to raise rates, but nowhere near the YMCA rates. He is also concerned of changes with the swim team where his daughter participates. He is also against changes to the management of the library.

Minutes Acceptance: Minutes of Dec 19, 2023 6:00 PM (MINUTES ACCEPTANCE)

Brian Edwards, 3401 Alfred Dr., Bartlett, TN. Mr. Edwards said he grew up in Bartlett, purchased his second home and established his restaurant business in Bartlett. He just signed up for him and his daughter to attend the Daddy Daughter Dance. He praised the customer service of the BRC and also researched reviews of the YMCA in Cordova. Those reviews were not favorable. He was in favor of raising fees to keep from outsourcing managed services.

Arielle Wilks, 6394 W Forked River Cove, Bartlett, TN. She shared that she has lived in Bartlett for 20 years and currently works at the BRC. She is joining the Navy but said she will return to Bartlett because she loves it. She praised the care and concern of the staff toward each other and the patrons. She was against YMCA managed services.

ADJOURNMENT

Meeting adjourned at 6:49 PM

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

David Parsons, Mayor

Minutes Acceptance: Minutes of Dec 19, 2023 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3456)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3456 A

Ordinance 23-08, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article 1, Section 2, Definitions, to add Smoke Shop and Tobacco Store; and, to amend Article V, Chart 1, Uses Permitted, to add Smoke Shops and Tobacco Stores in certain Zoning Districts with a Special Use Permit.

Ordinance 23-08, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Smoke Shop and Tobacco Store; and, to amend Article V, Chart I, Uses Permitted, to add Smoke Shops and Tobacco Stores in certain Zoning Districts with a Special Use Permit.

WHEREAS, the Board of Mayor and Aldermen realizes that smoke shops and tobacco stores within the City of Bartlett, and throughout the United States have grown in popularity and offer a convenience for obtaining tobacco products within the City limits, and

WHEREAS, the effects of such businesses across the United States have contributed to noise, loitering, and, in some cases, a decrease in property values and an increase in crime within the vicinity of said shops, and

WHEREAS, the effects of such businesses across the United States have, in some cases, diminished the protection of children and non-smokers from exposure to smoking and tobacco-related and other substance pollution; and

WHEREAS, regulating smoke shops and tobacco stores protects community health; and

WHEREAS, in an effort to permit the convenience of tobacco product sales in the City of Bartlett and to regulate the placement of such a land use; and

WHEREAS, the purpose of this Article is to regulate the location and operation of retail purveyors of smoke shops and tobacco stores in order to maintain the character, diversity and vitality of the City of Bartlett's business districts and commercial areas and the quality of life for its residents and visitors. This is considered part of a strategy to preserve and enhance the economic health of the City's Business Districts and promote their continued positive development; and

WHEREAS, due to their demand and popularity smoke shops and tobacco stores may be allowed in the City, with the approval of a Special Use Permit, within the "C-G" General Business Zoning District and the "C-H" Highway Business Zoning District.

WHEREAS, the City of Bartlett Planning Commission reviewed the proposed amendment

during its regular meeting held on December 4, 2023, and made a recommendation to the Board of Mayor and Aldermen that the proposed amendment be approved; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen was held on January 9, 2024, pursuant to notice thereof published in a newspaper of general circulation on December 21, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Section 1. That Article I, Section 2, be amended by adding the following definitions:

“Smoke shop and tobacco store” shall mean any premises dedicated to the display, sale, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia, vapes or vape supplies; and/or any business offering 20% or more floor/shelf area provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a “smoke shop” or “tobacco store” and shall not be subject to the Special Use Permit requirement.

Section 2. That Article V, Chart I, of the Bartlett Zoning Ordinance, “Uses Permitted in the Zoning District,” be amended as follows:

Chart 1. Uses Permitted in Zoning Districts

(Amended by Ord. #02-04, 4/9/02; Ord. #02-10, 8/13/02; Ord. #02-16, 12/10/02, Ord. #06-12, 9/12/06, Ord. #07-14, 9/11/07, Ord. #10-02, 5/11/10, Ord. #10-04, 6/8/10, Ord. #10-05, 7/27/10, Ord. #12-01, March

2012, Ord. #18-04, 7/10/18, and Ord. #19-04, Oct. 2019 **Ch 7_12-08-20**)

Legend:

X - Uses Permitted by Right

P - Requires Site Plan approval by the Planning Commission

P* - Requires Outline Plan approval by the Planning Commission and the Board of Mayor and Aldermen

S - Uses recommended for approval with Special Use Permit approval by the Planning Commission and Board of Mayor and Aldermen:

S*Special Use Permit with the addition of a Master Plan of Development concept and Outline Plan of Conditions.

T*Use recommended for approval with Short-Term Rental Permit, Type I, issued by the Bartlett Code Enforcement Office;" and "T** Use recommended for approval with Short-Term Rental Permit, Type 2, issued by the Bartlett Code Enforcement Office upon proof that the dwelling unit was used as a Short-Term Rental Unit and that all taxes, including room, occupancy and sales tax, due on renting the dwelling unit pursuant to Title 67, Chapter 6, Part 5 of the Tennessee Code Annotated were paid for filing periods that cover at least six (6) months within the twelve-month period immediately preceding July 10, 2018.

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
DWELLINGS												
Single Family Detached	X	X	X	X	X	X	P	X		P	P	
Single Family Attached							P	P				
Two Family								X				
Town House							P		P			
Multiple Family									P			
Guest unit (Specific criteria for approval in Article VI, Section 28.)	X	X	X	X	X	X						
Planned Unit Residential		S	S	S	S	S	S	S	S			
Planned Residential Development in Bartlett Station	S	S	S	S	S	S	S	S	S	S	S	S
Bed and Breakfast	S	S	S	S	S	S	S	S	S			
Short-Term Rental ("STR") Type 1		T*	T*	T*	T*	T*	T*	T*	T*			
Short-Term Rental ("STR") Type 2	T**	T**	T**	T**	T**	T**	T**	T**	T**	T**	T**	
INSTITUTIONS												
Airport/Heliport	S											
Assisted-Care Living Facility	S	S	S	S	S	S	S	S	S			
Cemetery	S											

A--V-40

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Child Care Home, Family (5-7 Children)		S	S	S	S	S	S	S	S			
Child Care Home, Group (8-12 Children)		S	S	S	S	S	S	S	S			
Children's Home	S	S	S	S	S	S	S	S	S			
Church	S	S	S	S	S	S		S				
Home for the Aged	S	S	S	S	S	S	S	S	S			
Hospital												
Lodge, Club, Country Club	S	S	S	S	S	S						
Museum		S	S	S	S			S		P	P	P
Nursing Home	S	S	S	S	S	S	S	S	S			
Parks/Recreation	P	P	P	P	P	P	P	P	P	P	P	P
Public Building	P	P	P	P	P	P	P	P	P	P	P	P
Riding Academy	S											
School	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL												
Amusements, Commercial Indoor												
Amusements, Commercial Outdoor												
Animal Grooming Service												P
Automobile Gas Station												
Automobile Oil Change and Lubrication Shop												
Automobile Paint or Body Shop												
Automobile Rental												
Automobile Rental Satellite												
Automobile Repair, General [See also "Repair, Equipment and Large Vehicle"]												
Automobile Upholstery, Interior, and Glass Repair; Van Conversion Service												

Bail Bonding												
Bakery, Retail												
Bank See "Finance"												
Barber or Beauty Shop												P
Boat Rental or Sale												
Boat Storage or Repair												

A--V-41

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Catering Establishment less than 3,800 sq. ft. in floor area												
Child Care Center (13+)												P
Child Drop-In Center												
Coin-Operated Laundry												
Communications Tower												
Contractor's Business												
Convenience Store												
Crematorium												
Department or Discount Store												
Drive-In Theater												
Drug Store												
Dry Cleaning & Laundry												
Finance - Commercial Bank, Credit Union, or Savings Institution												P
Finance - Consumer Lending Establishment												
Finance - Financial Lending Establishment, Miscellaneous										P	P	P
Finance - Securities, Commodity Contracts, and Other Financial Investments and Related Activities										P	P	P
Flower or Plant Store (indoor)												P
Food Market												
Funeral Home												
Garage for Auto Repair: See "Automobile Repair, General"												
Greenhouse or Nursery--Commercial	S											
Hookah Lounge, Bar, Parlor, Cafe												
Hotel or Motel												
Laboratory												
Lumber Yard												
Manufactured (Mobile) Home Dealer												

A--V-42

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Motor Vehicle Sales, New												
Motor Vehicle Sales, Used												
Music or Dancing Academy												
Offices										P	P	P
Pawn Shop												

Pharmacy												P
Photo-Finishing Pick-up Station												
Planned Commercial or Industrial Development												
Plumbing Shop												
Processing and Manufacture Incidental to Retail Establishments												
Radio or TV Studio												
Repair, Equipment and Large Vehicles												
Repair, General												
Restaurant (Sit Down Dining)											S	
Restaurant (Drive through Service)												
Retail Secondhand Store												
Retail Shop												
Retail Sales Incidental to Office Uses									P	P		
Services, Business									P	P	P	
Services, Personal									P	P	P	
Sexually Oriented Business												
Sheet Metal Shop												
Smoke Shop or Tobacco Store												
Storage, Climate Controlled												
Tattoo or Body-Piercing Establishment												
Tavern, Cocktail Lounge, Night Club, Bar												
Truck or Trailer Rental												
Vehicle Wash												
Vehicle Wash, Industrial												
Veterinary Clinic												P
Warehouse												

A--V-43

PERMITTED USES	ZONING DISTRICTS												
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-THE	R-D	R-M	O-R-1	O-R-2	O-C	C-
Warehouse, Mini Storage													
Warehouse, Display													
Wholesale & Distribution													
INDUSTRIAL													
Manufacture, Storage or Distribution of:													
Chemical, Cosmetics, Drugs, Paint, & Related Products													
Electrical or Electronic Equipment, Appliances & Instruments													
Fabricated Metal Products & Machinery													
Food & Beverage Products Except Live Animal Processing													
Jewelry, Silverware, Musical Instruments, Toys, Sporting Goods, Art Supplies													
Petroleum, Products and Distribution													
Printing & Publishing													
Stone, Clay, Glass and Concrete Products													
Textile & Apparel Products													
Truck or Motor Freight Facility													
Utility Substation	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility Production or Treatment Station	P												

OTHER USES														
Agricultural Production: Grain, Fruit, Vegetables, Field Crops and Nursery	X													
Landfill Operations	S													
Livestock, Horse, Dairy, Poultry, Egg Production	X													
Post Office Facility														
Commercial Satellite TV Dish														X
Telephone Service Center														
Wireless Communication Facility	S	S	S	S	S	S	S	S	S	S			S	

Section 3. Severability

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

Section 4. Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: December 12, 2023

SECOND READING: December 19, 2023

THIRD READING: January 9, 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

ORDINANCE (ID # 3457)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3457 A

Ordinance 23-09, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article 1, Section 2, Definitions, to add Hookah Lounge and Other Smoking Lounges; and to amend Article V, Chart 1, Uses Permitted, to add Hookah Lounges and Other Smoking Lounges in the C-H Highway Business Zoning District with a Special Use Permit.

Ordinance 23-09, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Hookah Lounge and Other Smoking Lounges; and to amend Article V, Chart I, Uses Permitted, to add Hookah Lounges and Other Smoking Lounges in the C-H Highway Business Zoning District with a Special Use Permit.

WHEREAS, the Board of Mayor and Aldermen realize that hookah lounges and other smoking lounges throughout the United States have grown in popularity, supporting the use of smoking of tobacco products, cannabis, and other substances, and

WHEREAS, the effects of such businesses across the United States have contributed to noise, loitering, and, in some cases, a decrease in property values and an increase in crime within the vicinity of said lounges, and

WHEREAS, the effects of such businesses across the United States have, in some cases, diminished the protection of children and non-smokers from exposure to smoking and tobacco-related and other substance pollution; and

WHEREAS, regulating public hookah smoking and other public smoking protects community health. Current science shows that hookah smoking carries the same or similar health risks as cigarette smoking and may, in fact, be even more damaging. Hookah smoke contains significant amounts of nicotine, tar, heavy metals, and carcinogens. The smoke may also contain charcoal or cinder elements that release chemicals, such as carbon monoxide and metals, when burned; and

WHEREAS, the purpose of this Article is to regulate the location and operation of retail purveyors of hookah sales and other smoking products in order to maintain the character, diversity and vitality of the City of Bartlett's business districts and commercial areas and the quality of life for its residents and visitors. This is considered part of a strategy to preserve and enhance the economic health of the City's Business Districts and promote their continued positive development; and

WHEREAS, due to their demand and popularity hookah lounges and other smoking lounges, cafés, parlors and bars may be allowed in the City with a Special Use Permit within the “C-H” Highway Business Zoning District,

WHEREAS, the City of Bartlett Planning Commission reviewed the proposed amendment during its regular meeting held on December 4, 2023, and made a recommendation to the Board of Mayor and Aldermen that the proposed amendment be approved; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen was held on January 9, 2024, pursuant to notice thereof published in a newspaper of general circulation on December 21, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Section 1. That Article I, Section 2, shall be amended to add the following definitions:

Ancillary Use shall mean a use that is supportive of and subordinate to any primary use.

Primary Use shall mean a use that is not an ancillary use.

Hookah lounge, parlor and/or bar and other smoking lounges shall mean any facility or location whose business operation, whether as its primary use or as an ancillary use, is denoted by the smoking of tobacco or other substances through one or more pipes (commonly known as a hookah, water pipe, shisha or narghile) designed with a tube passing through an urn of water that cools the smoke as it is drawn through it, including but not limited to establishments known variously as hookah bars, hookah lounges or hookah cafes and other types of smoking lounges using various smoking products. This definition also includes Electronic/Vapor Substance Inhalation Lounges where customers can smoke or inhale vapor from electronic/vapor substance inhalation products, commonly known as “electronic cigarettes”, “e-cigarettes”, “e-cigars”, “e-cigarettos”, “e-pipes”, “e-hookahs”, electronic nicotine delivery systems”, other similar devices, and other smoking products.

Section 2. That Article V, Chart I, of the Bartlett Zoning Ordinance, “Uses Permitted in the Zoning District,” shall be amended as follows:

Chart 1. Uses Permitted in Zoning Districts

A--V-39

(Amended by Ord. #02-04, 4/9/02; Ord. #02-10, 8/13/02; Ord. #02-16, 12/10/02, Ord. #06-12, 9/12/06, Ord. #07-14, 9/11/07, Ord. #10-02, 5/11/10, Ord. #10-04, 6/8/10, Ord. #10-05, 7/27/10, Ord. #12-01, March

2012, Ord. #18-04, 7/10/18, and Ord. #19-04, Oct. 2019 **Ch 7_12-08-20**)

Legend:

X - Uses Permitted by Right

P - Requires Site Plan approval by the Planning Commission

P* - Requires Outline Plan approval by the Planning Commission and the Board of Mayor and Aldermen

S - Uses recommended for approval with Special Use Permit approval by the Planning Commission and Board of Mayor and Aldermen:

S*Special Use Permit with the addition of a Master Plan of Development concept and Outline Plan of Conditions.

T*Use recommended for approval with Short-Term Rental Permit, Type 1, issued by the Bartlett Code Enforcement Office;" and "T** Use recommended for approval with Short-Term Rental Permit, Type 2, issued by the Bartlett Code Enforcement Office upon proof that the dwelling unit was used as a Short-Term Rental Unit and that all taxes, including room, occupancy and sales tax, due on renting the dwelling unit pursuant to Title 67, Chapter 6, Part 5 of the Tennessee Code Annotated were paid for filing periods that cover at least six (6) months within the twelve-month period immediately preceding July 10, 2018.

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
DWELLINGS												
Single Family Detached	X	X	X	X	X	X	P	X		P	P	
Single Family Attached							P	P				
Two Family								X				
Town House							P		P			
Multiple Family									P			
Guest unit (Specific criteria for approval in Article VI, Section 28.)	X	X	X	X	X	X						
Planned Unit Residential		S	S	S	S	S	S	S	S			
Planned Residential Development in Bartlett Station	S	S	S	S	S	S	S	S	S	S	S	S
Bed and Breakfast	S	S	S	S	S	S	S	S	S			
Short-Term Rental ("STR") Type 1		T*	T*	T*	T*	T*	T*	T*	T*			
Short-Term Rental ("STR") Type 2	T**	T**	T**	T**	T**	T**	T**	T**	T**	T**	T**	
INSTITUTIONS												
Airport/Heliport	S											
Assisted-Care Living Facility	S	S	S	S	S	S	S	S	S			
Cemetery	S											

A--V-40

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Child Care Home, Family (5-7 Children)		S	S	S	S	S	S	S	S			
Child Care Home, Group (8-12 Children)		S	S	S	S	S	S	S	S			
Children's Home	S	S	S	S	S	S	S	S	S			
Church	S	S	S	S	S	S		S				
Home for the Aged	S	S	S	S	S	S	S	S	S			
Hospital												
Lodge, Club, Country Club	S	S	S	S	S	S						
Museum		S	S	S	S			S		P	P	P

Nursing Home	S	S	S	S	S	S	S	S	S			
Parks/Recreation	P	P	P	P	P	P	P	P	P	P	P	P
Public Building	P	P	P	P	P	P	P	P	P	P	P	P
Riding Academy	S											
School	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL												
Amusements, Commercial Indoor												
Amusements, Commercial Outdoor												
Animal Grooming Service												P
Automobile Gas Station												
Automobile Oil Change and Lubrication Shop												
Automobile Paint or Body Shop												
Automobile Rental												
Automobile Rental Satellite												
Automobile Repair, General [See also "Repair, Equipment and Large Vehicle"]												
Automobile Upholstery, Interior, and Glass Repair; Van Conversion Service												
Bail Bonding												
Bakery, Retail												
Bank See "Finance"												
Barber or Beauty Shop												P
Boat Rental or Sale												
Boat Storage or Repair												

A--V-41

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Catering Establishment less than 3,800 sq. ft. in floor area												
Child Care Center (13+)												P
Child Drop-In Center												
Coin-Operated Laundry												
Communications Tower												
Contractor's Business												
Convenience Store												
Crematorium												
Department or Discount Store												
Drive-In Theater												
Drug Store												
Dry Cleaning & Laundry												
Finance - Commercial Bank, Credit Union, or Savings Institution												P
Finance - Consumer Lending Establishment												
Finance - Financial Lending Establishment, Miscellaneous										P	P	P
Finance - Securities, Commodity Contracts, and Other Financial Investments and Related Activities										P	P	P
Flower or Plant Store (indoor)												P
Food Market												
Funeral Home												
Garage for Auto Repair: See "Automobile												

Repair, General"												
Greenhouse or Nursery--Commercial	S											
Hookah Lounge, Bar, Parlor, Café and other Smoking Lounges												
Hotel or Motel												
Laboratory												
Lumber Yard												
Manufactured (Mobile) Home Dealer												

A--V-42

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Motor Vehicle Sales, New												
Motor Vehicle Sales, Used												
Music or Dancing Academy												
Offices										P	P	P
Pawn Shop												
Pharmacy												P
Photo-Finishing Pick-up Station												
Planned Commercial or Industrial Development												
Plumbing Shop												
Processing and Manufacture Incidental to Retail Establishments												
Radio or TV Studio												
Repair, Equipment and Large Vehicles												
Repair, General												
Restaurant (Sit Down Dining)												S
Restaurant (Drive through Service)												
Retail Secondhand Store												
Retail Shop												
Retail Sales Incidental to Office Uses										P	P	
Services, Business										P	P	P
Services, Personal										P	P	P
Sexually Oriented Business												
Sheet Metal Shop												
Storage, Climate Controlled												
Tattoo or Body-Piercing Establishment												
Tavern, Cocktail Lounge, Night Club, Bar												
Truck or Trailer Rental												
Vehicle Wash												
Vehicle Wash, Industrial												
Veterinary Clinic												P
Warehouse												

A--V-43

PERMITTED USES	ZONING DISTRICTS												
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-THE	R-D	R-M	O-R-1	O-R-2	O-C	C-
Warehouse, Mini Storage													
Warehouse, Display													
Wholesale & Distribution													
INDUSTRIAL													

Manufacture, Storage or Distribution of:														
Chemical, Cosmetics, Drugs, Paint, & Related Products														
Electrical or Electronic Equipment, Appliances & Instruments														
Fabricated Metal Products & Machinery														
Food & Beverage Products Except Live Animal Processing														
Jewelry, Silverware, Musical Instruments, Toys, Sporting Goods, Art Supplies														
Petroleum, Products and Distribution														
Printing & Publishing														
Stone, Clay, Glass and Concrete Products														
Textile & Apparel Products														
Truck or Motor Freight Facility														
Utility Substation	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility Production or Treatment Station	P													
OTHER USES														
Agricultural Production: Grain, Fruit, Vegetables, Field Crops and Nursery	X													
Landfill Operations	S													
Livestock, Horse, Dairy, Poultry, Egg Production	X													
Post Office Facility														
Commercial Satellite TV Dish														X
Telephone Service Center														
Wireless Communication Facility	S	S	S	S	S	S	S	S	S	S			S	

Section 3. Severability

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

Section 4. Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: December 12, 2023

SECOND READING: December 19, 2023

THIRD READING: January 9, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

ATTEST: _____

Penny Medlock
City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3458)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3458 A

Ordinance 23-10, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article 1, Section 2, Definitions, to add Small Box Retail Stores, Liquidation Stores, and Liquidation Warehouse Sellers; and, to amend Article V, Chart 1, Uses Permitted, to add Small Box Retail Stores, Liquidation Retail Stores, and Liquidation Warehouse Sellers in certain Zoning Districts with a Special Use Permit; and add to Article VI, Supplementary District Regulations, Section 31, Small Box Retail Stores.

Ordinance 23-10, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Small Box Retail Stores, Liquidation Stores, and Liquidation Warehouse Sellers; and, to amend Article V, Chart I, Uses Permitted, to add Small Box Retail Stores, Liquidation Retail Stores, and Liquidation Warehouse Sellers in certain Zoning Districts with a Special Use Permit; and add to Article VI, Supplementary District Regulations, Section 31, Small Box Retail Stores.

WHEREAS, the Board of Mayor and Aldermen realizes that, over the past few years, there has been a growing number of Small Box Retail Stores and Liquidation Stores and potential Liquidation Warehouse locations within the commercially zoned areas throughout the City; and

WHEREAS, the Board of Mayor and Aldermen recognizes that these stores provide both convenience and savings to our citizens; and

WHEREAS, these stores offer mostly inexpensive, highly processed, low-nutritive foods and beverages rather than fresh, nutritious food; and

WHEREAS, the Board of Mayor and Alderman desires to promote the availability of fresh and quality foods in the City of Bartlett; and

WHEREAS, while the number of these stores continues to increase, this results in a decrease in the availability of high-demand, commercially zoned locations suitable for a higher class chain of grocers and retailers that would support our citizens' demands and the City's economic base; and

WHEREAS, a diversity of retail options has the potential to revitalize commercial centers and improve access to a healthy diet to the people of Bartlett; and

WHEREAS, the purpose of this Article is to regulate the location and operation of Small Box Retail Stores, Liquidation Stores, and Liquidation Warehouse Sellers in order to provide more opportunities for product sales, greater diversity of retail options, and the availability of fresh and quality foods in the City of Bartlett; and

WHEREAS, due to their demand and popularity, Small Box Retailers may be allowed in the City, with the approval of a Special Use Permit, within the “C-G” General Business Zoning District, the “C-H” Highway Business Zoning District, and “SC-I” Planned Unit Commercial Development; and

WHEREAS, Liquidation Stores and Liquidation Warehouse Sellers, may be allowed in the City, with the approval of a Special Use Permit, within the “I-0” Wholesale and Warehouse District and “I-P” Planned Industrial Park; and

WHEREAS, the City of Bartlett Planning Commission reviewed the proposed amendment during its regular meeting held on December 4, 2023, and made a recommendation to the Board of Mayor and Aldermen that the proposed amendment be approved; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen was held on January 9, 2024, pursuant to notice thereof published in a newspaper of general circulation on December 21, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Section 1. Article 1, Section 2, Definitions, of the Bartlett Zoning Ordinance is hereby amended to add the following definitions:

Small Box Retail Stores are retail stores that are less than 15,000 square feet in floor area that sell a variety of goods directly to consumers for ten dollars (\$10.00) or less. In addition, the majority of goods are sold at prices that are less than MSRP or regular retail prices. Pharmacies and grocery stores are exempt from this definition.

Liquidation Stores are discount retail stores that utilize 3,000 square feet in floor area or less, that sell open-box items, overstock items, outdated items, returned items which can be models used for product samples, and discontinued products. Liquidation stores are able to sell clothes, electronics, furniture, and toys (among many other things) at way-below-MSRP prices because the items are purchased at bulk discount.

Liquidation Warehouse Sellers are discount retail sellers that require floor area spaces that are greater than 3,000 square feet. These sellers typically sell larger quantities of open-box items, overstock items, outdated items, returned items; models used for product samples, and discontinued products to the public. Liquidation warehouse sellers are able to sell clothes, electronics, furniture, toys, housewares, etc. (among many other things) at way-below-MSRP

prices because the items are bought at a discount.

Section 2. That Article V, Chart I, “Uses Permitted in the Zoning District,” of the Bartlett Zoning Ordinance is hereby amended to read as follows:

Chart 1. Uses Permitted in Zoning Districts

(Amended by Ord. #02-04, 4/9/02; Ord. #02-10, 8/13/02; Ord. #02-16, 12/10/02, Ord. #06-12, 9/12/06, Ord. #07-14, 9/11/07, Ord. #10-02, 5/11/10, Ord. #10-04, 6/8/10, Ord. #10-05, 7/27/10, Ord. #12-01, March

2012, Ord. #18-04, 7/10/18, and Ord. #19-04, Oct. 2019 **Ch 7_12-08-20**)

Legend:

X - Uses Permitted by Right

P - Requires Site Plan approval by the Planning Commission

P* - Requires Outline Plan approval by the Planning Commission and the Board of Mayor and Aldermen

S - Uses recommended for approval with Special Use Permit approval by the Planning Commission and Board of Mayor and Aldermen:

S*Special Use Permit with the addition of a Master Plan of Development concept and Outline Plan of Conditions.

T*Use recommended for approval with Short-Term Rental Permit, Type 1, issued by the Bartlett Code Enforcement Office;" and "T** Use recommended for approval with Short-Term Rental Permit, Type 2, issued by the Bartlett Code Enforcement Office upon proof that the dwelling unit was used as a Short-Term Rental Unit and that all taxes, including room, occupancy and sales tax, due on renting the dwelling unit pursuant to Title 67, Chapter 6, Part 5 of the Tennessee Code Annotated were paid for filing periods that cover at least six (6) months within the twelve-month period immediately preceding July 10, 2018.

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
DWELLINGS												
Single Family Detached	X	X	X	X	X	X	P	X		P	P	
Single Family Attached							P	P				
Two Family								X				
Town House							P		P			
Multiple Family									P			
Guest unit (Specific criteria for approval in Article VI, Section 28.)	X	X	X	X	X	X						

Planned Unit Residential		S	S	S	S	S	S	S	S			
Planned Residential Development in Bartlett Station	S	S	S	S	S	S	S	S	S	S	S	S
Bed and Breakfast	S	S	S	S	S	S	S	S	S			
Short-Term Rental ("STR") Type 1		T*	T*	T*	T*	T*	T*	T*	T*			
Short-Term Rental ("STR") Type 2	T**	T**	T**	T**	T**	T**	T**	T**	T**	T**	T**	
INSTITUTIONS												
Airport/Heliport	S											
Assisted-Care Living Facility	S	S	S	S	S	S	S	S	S			
Cemetery	S											

A--V-40

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Child Care Home, Family (5-7 Children)		S	S	S	S	S	S	S	S			
Child Care Home, Group (8-12 Children)		S	S	S	S	S	S	S	S			
Children's Home	S	S	S	S	S	S	S	S	S			
Church	S	S	S	S	S	S		S				
Home for the Aged	S	S	S	S	S	S	S	S	S			
Hospital												
Lodge, Club, Country Club	S	S	S	S	S	S						
Museum		S	S	S	S			S		P	P	P
Nursing Home	S	S	S	S	S	S	S	S	S			
Parks/Recreation	P	P	P	P	P	P	P	P	P	P	P	P
Public Building	P	P	P	P	P	P	P	P	P	P	P	P
Riding Academy	S											
School	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL												
Amusements, Commercial Indoor												
Amusements, Commercial Outdoor												
Animal Grooming Service												P
Automobile Gas Station												
Automobile Oil Change and Lubrication Shop												
Automobile Paint or Body Shop												
Automobile Rental												
Automobile Rental Satellite												
Automobile Repair, General [See also "Repair, Equipment and Large Vehicle"]												
Automobile Upholstery, Interior, and Glass Repair; Van Conversion Service												
Bail Bonding												
Bakery, Retail												
Bank See "Finance"												
Barber or Beauty Shop												P
Boat Rental or Sale												
Boat Storage or Repair												

A--V-41

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH	R-D	R-M	O-R-1	O-R-2	O-C

							E					
Catering Establishment less than 3,800 sq. ft. in floor area												
Child Care Center (13+)												P
Child Drop-In Center												
Coin-Operated Laundry												
Communications Tower												
Contractor's Business												
Convenience Store												
Crematorium												
Department Store												
Drive-In Theater												
Drug Store												
Dry Cleaning & Laundry												
Finance - Commercial Bank, Credit Union, or Savings Institution												P
Finance - Consumer Lending Establishment												
Finance - Financial Lending Establishment, Miscellaneous									P	P	P	
Finance - Securities, Commodity Contracts, and Other Financial Investments and Related Activities									P	P	P	
Flower or Plant Store (indoor)												P
Food Market												
Funeral Home												
Garage for Auto Repair: See "Automobile Repair, General"												
Greenhouse or Nursery--Commercial	S											
Hookah Lounge, Bar, Parlor, Cafe												
Hotel or Motel												
Laboratory												
Liquidation Stores and Liquidation Warehouse Sellers												
Lumber Yard												
Manufactured (Mobile) Home Dealer												

A--V-42

PERMITTED USES	ZONING DISTRICTS											
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-TH E	R-D	R-M	O-R-1	O-R-2	O-C
Motor Vehicle Sales, New												
Motor Vehicle Sales, Used												
Music or Dancing Academy												
Offices										P	P	P
Pawn Shop												
Pharmacy												P
Photo-Finishing Pick-up Station												
Planned Commercial or Industrial Development												
Plumbing Shop												
Processing and Manufacture Incidental to Retail Establishments												
Radio or TV Studio												
Repair, Equipment and Large Vehicles												

Repair, General													
Restaurant (Sit Down Dining)												S	
Restaurant (Drive through Service)													
Retail Secondhand Store													
Retail Shop													
Retail Sales Incidental to Office Uses										P	P		
Services, Business										P	P	P	
Services, Personal										P	P	P	
Sexually Oriented Business													
Sheet Metal Shop													
Small Box Retailer													
Smoke Shop or Tobacco Store													
Storage, Climate Controlled													
Tattoo or Body-Piercing Establishment													
Tavern, Cocktail Lounge, Night Club, Bar													
Truck or Trailer Rental													
Vehicle Wash													
Vehicle Wash, Industrial													
Veterinary Clinic												P	
Warehouse													

A--V-43

PERMITTED USES	ZONING DISTRICTS												
	A-O	R-E	RS-18	RS-15	RS-12	RS-10	R-THE	R-D	R-M	O-R-1	O-R-2	O-C	C-
Warehouse, Mini Storage													
Warehouse, Display													
Wholesale & Distribution													
INDUSTRIAL													
Manufacture, Storage or Distribution of:													
Chemical, Cosmetics, Drugs, Paint, & Related Products													
Electrical or Electronic Equipment, Appliances & Instruments													
Fabricated Metal Products & Machinery													
Food & Beverage Products Except Live Animal Processing													
Jewelry, Silverware, Musical Instruments, Toys, Sporting Goods, Art Supplies													
Petroleum, Products and Distribution													
Printing & Publishing													
Stone, Clay, Glass and Concrete Products													
Textile & Apparel Products													
Truck or Motor Freight Facility													
Utility Substation	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility Production or Treatment Station	P												
OTHER USES													
Agricultural Production: Grain, Fruit, Vegetables, Field Crops and Nursery	X												
Landfill Operations	S												
Livestock, Horse, Dairy, Poultry, Egg Production	X												
Post Office Facility													
Commercial Satellite TV Dish													X

Telephone Service Center														
Wireless Communication Facility	S	S	S	S	S	S	S	S	S	S			S	

Section 3: Article VI, Supplementary Regulations, is hereby amended to add a new Section 3I, Small Box Retail Stores, which reads as follows:

Subsection A. Definitions:

Small Box Retail Stores are retail stores that are less than 15,000 square feet in floor area that sell a variety of goods directly to consumers for ten dollars (\$10.00) or less. In addition, the majority of goods are sold at prices that are less than MSRP or regular retail prices. Pharmacies and grocery stores are exempt from this definition.

Subsection B. General Intent:

To avoid over-concentration, a small box retail store must be separated from another small box retail store at a minimum distance of two (2) miles within the City limits and outside of the City limits when a location is being selected within the City of Bartlett's jurisdiction. The required separation distance must be measured in a straight line from the nearest point on the lot line of the occupied property, or the property that will be occupied by a small box retailer, to the nearest point on the lot line of the other property occupied by a small box store.

Subsection C. Conditions:

1. Small box retailers are required to submit a Special Use Permit application to the Bartlett Planning Commission for review and to obtain Special Use Permit approval from the Bartlett Board of Mayor and Aldermen.
2. A small box retail store must be separated from another small box retail store at a minimum distance of two (2) miles within the City limits and outside of the City limits when a location is being selected within the City of Bartlett's jurisdiction.
3. Small box retail stores are not permitted to have outdoor displays, sales or storage unless the outdoor displays, sales or storage is in-conjunction with a Special Event Permit.
4. Small box retail stores are not permitted to sell secondhand goods.
5. Small box retail stores must be professional, organized and neat in appearance; clean and sanitary both inside and outside of the store at all times. No more than ten percent (10%) of the floor area may have items displayed for sale in bins.
6. Any small box retail store location approved prior to the effective date of this section shall be considered a legal nonconforming use.

Section 4. Severability

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

Section 5. Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

FIRST READING: December 12, 2023

SECOND READING: December 19, 2023

THIRD READING: January 9, 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

ORDINANCE (ID # 3459)

Meeting: 01/09/24 06:00 PM

Department: Legal

Category: Amendment

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3459

Ordinance 23-11, an ordinance amending Title 2, Chapter 6, Section 2-601, Membership, of the Codified Ordinances of the City of Bartlett, Tennessee, to be consistent with State law by permitting a person designated by the mayor to serve on the Planning Commission in lieu of the mayor.

WHEREAS, T.C.A. Section 13-4-101 provides that one of the members of a municipal planning commission “shall be the mayor of the municipality or a person designated by the mayor”; and

WHEREAS, Title 2 Chapter 6, Section 2-601, Membership, of the Codified Ordinances of the City of Bartlett, Tennessee currently requires one of the members to be the mayor of the City of Bartlett, TN; and

WHEREAS, the City of Bartlett wishes to amend Title 2, Chapter 6, Section 2-601, Membership, of the Codified Ordinances of the City of Bartlett, Tennessee to provide the mayor with the discretion to designate a person to serve on the Planning Commission in lieu of the mayor as provided by T.C.A. Section 13-4-101.

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

Section 1: Municipal Planning Commission, Title 2, Chapter 6, Section 2-601, Membership, be replaced to read as follows:

2-601. Membership. The municipal planning commission shall consist of nine (9) members. One of the members shall be the Mayor of the City of Bartlett, Tennessee or a person designated by the mayor; one shall be a member of the Board of Aldermen of the City of Bartlett, selected by said board; and the seven (7) remaining members shall be citizens appointed by the mayor. The terms of the seven (7) appointive members shall be for three (3) years, except that in the appointment of the first municipal planning commission under the terms of this chapter the appointments shall be staggered. Any vacancy in an appointive membership shall be filled for the unexpired term by the mayor, who shall have the authority to remove any appointive member at his pleasure. The term of the member selected from the board shall run concurrently with his membership on the board. All members shall serve without compensation.

Section 2. Severability

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in

full force and effect.

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

First Reading: December 12, 2023

Second Reading: December 19, 2023

Third Reading: January 9, 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

ORDINANCE (ID # 3460)

Meeting: 01/09/24 06:00 PM

Department: Legal

Category: Amendment

Prepared By: Penny Medlock

Initiator: Ed McKenney

Sponsors:

DOC ID: 3460

Ordinance 23-12, an ordinance to amend Title 2, Chapter 5, Section 501, City Beautiful Commission, of the City of Bartlett Code of Ordinances to stagger the terms of members serving on the City Beautiful Commission.

WHEREAS the provisions of Title 2, Chapter 5, Section 501, City Beautiful Commission, state that the term of all members of the commission shall be one (1) year, and that terms of all members shall expire on the thirty-first day of December of each year; and

WHEREAS the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, desires to amend said Chapter and Section to establish staggered terms so that terms will be staggered and will be for three years. To establish the staggered terms, the initial appointments will be six (6) members for three (3) years, six (6) members for two (2) years and four (4) members for one (1) year.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF BARTLETT that Title 2, Chapter 5, Section 501, City Beautiful Commission, of the Codified Ordinances of the City of Bartlett, Tennessee be modified to establish staggered terms of the members as follows:

Section 1. 2-501 - That Title 2, Chapter 5, Section 501, be amended to read as follows:

2-501. City beautiful commission. The duties and powers of said commission shall be to study, investigate, develop and carry out plans for improving the health, sanitation, safety and cleanliness of the City of Bartlett by beautifying the streets, highways, alleys, ditches, lots, yards and other similar places in said city; to aid in the prevention of fires, diseases and other casualties by the removal and elimination of trash and other debris from the streets, highways, alleys, lots, yards, plots and other similar places; to encourage the placing, planting and/or preservation of trees, flowers, plants, shrubbery and other objects of ornamentation in said city; advise with and recommend plans to other agencies of the city for beautification of said city and otherwise promote public interest in the general improvement of the appearance of said city; provided, however, that nothing herein shall be construed to abridge or change the powers and duties of the other commissions, departments, boards and like agencies of the City of Bartlett. The commission shall consist of sixteen (16) members; who shall be of lawful age, property owners and residents of the City of Bartlett and shall be appointed by the mayor and confirmed by the board of mayor and aldermen. The mayor shall designate one of the members of the commission to be the chairman thereof. In addition to the sixteen (16) members, there shall be one (1) advisory member from the public works department of the City of Bartlett. Terms will be staggered and will be for three years. To establish the staggered terms, the initial appointments will be six (6) members for three (3) years, six (6) members for two (2) years and four (4) members for one (1) year.

Members of the board serve at the will of the mayor and may be removed by the mayor at any time with or without cause. All of the members of the commission shall serve without pay. Provision shall be made in the budget of the legislative branch for funds to assist in the carrying out of the purposes of this chapter. It shall be the duty of the city beautiful commission, on the first day of January and July of each year, to file with the Board of Mayor and Aldermen of the City of Bartlett, a written report of the work performed and the results accomplished and the receipt and disbursements of all moneys allotted to and received by said commission.

Section 2. 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 3. Effective Date - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: December 12, 2023

Second Reading: December 19, 2023

Third Reading: January 9, 2024

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

David Parsons, Mayor

Penny Medlock, City Clerk

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/09/24 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Trey Arthur

Special event permit for Memphis Runners Track Club Winter Off Road Series 8K.



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

Memphis Runners Track Club
 PO Box 17981 5760 Yale Rd 38187
 Address Zip Code
 1/14/24 2/11/24 12:00pm - 4:00pm
 Dates of the Event Hours of the Event

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

Property Owner

April Flanigan
 Special Event Permit Applicant

PO Box 17981, Memphis, TN 38187
 Address of Applicant

901-291-9423
 Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

- _____ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
 _____ Letter of Permission
 _____ Insurance
 _____ Tents (Fire Retardant letter included)
 _____ Special Event Checklist
 _____ Map
 _____ Sign or Banner

\$60.00	Special Event Fee
\$5.00	Permit Issuing Fee
\$7.00	Software Fee
\$	2% Credit Card Fee
\$ 72.00	Total Permit Fee

April Flanigan April Flanigan 10/24/23
 Responsible Person Signature and Printed Name 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.

Attachment: 5760 YALE RD-WINTER OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)

Special Event Checklist

Event: Memphis Runners Track Club - Winter Off Road Series 8K
 Location: Nesbit Park
 Dates: 2/11/24

Type of special event: (Check one.)

- ☒ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.
- ☐ *Type 2: Special Seasonal Events.* 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.
- ☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.
- ☐ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.

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

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

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		✓		<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 border="1"> <thead> <tr> <th>Type of Special Event</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td>Type 1: Noncommercial</td> <td>30 days</td> </tr> <tr> <td>Type 2: Special Seasonal</td> <td>90 days</td> </tr> <tr> <td>Type 3: Commercial</td> <td>14 days</td> </tr> <tr> <td>Type 4: Public Attractions</td> <td>14 days</td> </tr> </tbody> </table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10		✓		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		✓		<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			✓	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		✓		<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14		✓		<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				<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		✓		<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		✓		<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		✓		<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			✓	<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			✓	<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		✓		<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		✓	Limitations on signs.	
23		✓	Temporary arrangements for parking and traffic circulation.	
24		✓	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		✓	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics	
26		✓	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		✓	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		✓	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				Name and address of the applicant.	
30			✓	Names and address of the owner of the premises on which the proposed event is to be held.	
31			✓	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32			✓	Description of the site on which the proposed event is to be held.	
33				Date of the proposed event.	
34				A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35			✓	A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36				Location and number of proposed temporary public toilets.	
37			✓	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				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			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		✓	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			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			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			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

MIKE WINIEN OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)
Attachment: 5760 YALE RD-WINTER OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)

Nesbit Park (aka Stanky Creek)



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



CERTIFICATE OF LIABILITY INSURANCE

7.1.a

DATE (MM/DD/YYYY)
12/01/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: Liz Painter
Insurance Management Group	PHONE (A/C, No, Ext): (260) 338-2434 FAX (A/C, No): (765) 664-0761
12730 Coldwater Rd Ste 103	E-MAIL ADDRESS: lpainter@insmgt.com
Fort Wayne IN 46845	INSURER(S) AFFORDING COVERAGE
	INSURER A: Granite State Insurance Company NAIC # 23809
INSURED	INSURER B: National Union Fire Insurance Company of Pittsburgh, PA 19445
Road Runners Club of America/2024 and Its Member Clubs	INSURER C:
1501 Langston Boulevard, Suite 140	INSURER D:
Arlington VA 22209	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2024 \$2M A.I. Liability 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 Participants \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			AIL0003450335200	12/31/2023	12/31/2024	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			AIL0003450335200	12/31/2023	12/31/2024	\$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB 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 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			AID0003450335800	12/31/2023	12/31/2024	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): 02/11/24 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

CANCELLATION

02/11/24 City of Bartlett 6400 Stage Rd. Bartlett TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Terry R. Miller</i>
--	---

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Laura Jenkins

From: Paul Wright
Sent: Tuesday, December 19, 2023 10:07 AM
To: Laura Jenkins
Cc: Debbie Christopher
Subject: FW: 2024 Winter Off Road Series 8K
Attachments: 8k COI for Bartlett.pdf; 8k.jpg

Good morning, Laura.

Attached is the COI and the map for the 8K to accompany the Special Event Permit for the race that is scheduled for 2/11/2024 at Nesbit Park. The letter of permission should be headed your way today via interoffice mail if hasn't already arrived. Let us know if you need anything additional.

Thanks!

Paul Wright, CPRP | Interim Director of Parks & Recreation
 Bartlett Parks & Recreation Department
 5868 Stage Road • Bartlett, TN 38134
 office (901) 385-5590 • mobile (901) 734-8022



From: April Flanigan <aflanigan@memphisrunners.com>
Sent: Tuesday, December 19, 2023 9:04 AM
To: Debbie Christopher <dchristopher@cityofbartlett.org>
Cc: johncharlespayne@gmail.com; Paul Wright <pwright@cityofbartlett.org>
Subject: [External]Re: FW: [External]Re: [External]Re: 2024 Winter Off Road Series 8K

WARNING

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

Good morning, Debbie. Please see attached the COI certificate and the 8k map. Let me know if you require anything else.

Thank you,
 April Flanigan

April Flanigan,

Get [Outlook for iOS](#)

From: John Payne <johncharlespayne@gmail.com>
Sent: Saturday, December 16, 2023 11:01 AM
To: April Flanigan <aflanigan@memphisrunners.com>
Cc: Susan Scott <sscott@cityofbartlett.org>; Laura Jenkins <ljenkins@cityofbartlett.org>; Charles Flanigan <mrtc.treasurer@gmail.com>
Subject: [External]Re: [External]Re: 2024 Winter Off Road Series 8K

WARNING

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

Susan

I wanted to reach out and make sure you have everything from us that you need for the race on February 11.

Thanks

John

On Wed, Oct 25, 2023 at 9:08 AM April Flanigan <aflanigan@memphisrunners.com> wrote:

Good morning. Please see the attached Special Event Application for our race on 2/11/24. I will also put the original in the mail with the \$72 check this week. Let me know if you need anything else from us at this time

Thanks,

April

Attachment: 5760 YALE RD-WINTER OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)



From: April Flanigan <aflanigan@memphisrunners.com>
Sent: Tuesday, October 24, 2023 10:20 AM
To: Susan Scott <sscott@cityofbartlett.org>
Cc: Paul Wright <pwright@cityofbartlett.org>
Subject: [External]Re: 2024 Winter Off Road Series 8K

WARNING

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

Hi Susan and Paul,

I was hoping you can help us with the application for our 8k. This is something Shan filled out for us in the past so it's new to us. We are confused about how to fill out the checklist. I think we are type 1 in the first section, but after that we don't really know what to do. Can you advise?

Thanks!

April

April Flanigan,

Administrative Secretary

Memphis Runners Track Club

www.memphisrunners.com

Attachment: 5760 YALE RD-WINTER OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)

From: Paul Wright <pwright@cityofbartlett.org>
Sent: Wednesday, September 27, 2023 4:43 PM
To: johncharlespayne@gmail.com
Cc: raney01k@bellsouth.net; aflanigan@memphisrunners.com; mrtc.treasurer@gmail.com; Shan Criswell <scriswell@cityofbartlett.org>; Debbie Christopher <dchristopher@cityofbartlett.org>; Susan Scott <sscott@cityofbartlett.org>
Subject: RE: [External]2024 Winter Off Road Series 8K

Good afternoon, John.

I will be your point of contact moving forward for all MRTC events as Shan will be officially retired on September 30 2023.

I have copied my Admins, Debbie Christopher and Susan Scott, to this reply and we will verify the availability of this date and my office will coordinate with you any additional information needed to accompany the Special Event Permit submission to our Code Enforcement Department.

Respectfully,

Paul Wright, CPRP | Interim Director of Parks & Recreation

Bartlett Parks & Recreation Department

5868 Stage Road • Bartlett, TN 38134

office (901) 385-5590 • mobile (901) 734-8022



Attachment: 5760 YALE RD-WINTER OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)



David Parsons, *Mayor*
Paul Wright, *Parks Director*

December 20, 2023

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 11, 2024, for their annual Winter Off Road Series 8K.

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

Sincerely,

A handwritten signature in blue ink, appearing to be "Paul Wright", written over a blue circular stamp.

Paul Wright
Parks and Recreation Director

Attachment: 5760 YALE RD-WINTER OFF ROAD SERIES 8K (3470 : Winter Off Road Series 8K)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Melissa Hale

Department Head: Kim Taylor

January 2024 Planning Commission Report.

Planning Commission Report

Tuesday, January 2, 2024

Continued

Special Use Permit

I. School Use, 9375 Davies Plantation Road (Roy Lamica, EFI Global)

INTRODUCTION: Mr. Roy Lamica with EFI Global is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a school use with an existing church. The subject property is located at 9375 Davies Plantation Road within the “R-E” Residential Estate Zoning District.

BACKGROUND: August 6, 2012, the Planning Commission approved a Special Use permit to allow church use at 9375 Davies Plantation. November 2, 2015, the Planning Commission approved the Site Plan for Christian Life Church with an 18,600 square foot main building and a 1,200 square foot storage building. Surrounding uses include residential single-family homes, museum, and a church.

On December 4, 2023, the Planning Commission held a public hearing concerning the recommendation for a Special Use Permit to allow a school use with the existing church use. The public hearing produced favorable messages from the church and church members and uncertain to nonfavorable messages from Davies Plantation homeowners and the Davies Plantation HOA. More specifically, the Davies Plantation HOA expressed concern about the City providing proper and adequate public notification of the public hearing despite the City following the same legal public notice requirements as the previously approved church use SUP and the same legal public notice requirements as the Ashmont Mixed Use Development in the City of Lakeland adjacent to Davies Plantation. The homeowners of Davies Plantation did not express any concern about being properly notified with either of the previous public hearings. Furthermore, the church stated that they did submit a notification web form on the Davies Plantation HOA website to seek their input prior to making any applications with the City of Bartlett, but the church did not receive a reply back from Davies Plantation HOA. Be that as it may, the Planning Commission motioned to defer their recommendation to the January Planning Commission meeting to allow for the church and Davies Plantation to have a meeting.

DISCUSSION: The specific request by the applicant is for Planning Commission’s approval of a favorable recommendation to the Board of Mayor and Aldermen for a Special Use Permit (SUP) to allow the church to add a school use to be utilized by their church members predominantly. The school was not a part of the original SUP concept plan for Christian Life Church. More specifically, the church’s conceptual site plan is proposing to utilize seven

classrooms within a proposed 17,428 square foot church annex building addition that would require additional site plan approvals from the Planning Commission and Design Review Commission.

The school will start with Pre-K through Third Grade with additional grades to be added in the future. The school plans to open with approximately 30 students expanding as growth occurs. The Church estimates 150 students at its maximum with 20 % of the student body coming from outside Christian Life Church. However, according to the applicant a realistic number of students would be 50-60 students after several years of operation.

A community meeting was held between the church and Davies Plantation HOA on December 18, 2023. The Davies Plantation HOA presented six points of concern from a neighborhood survey. The concerns expressed were as follows:

1. **Traffic volume increases throughout the neighborhood with no infrastructure to support it.**
2. **Changes to the nature of the neighborhood's quiet, secluded, family-friendly environment.**
3. **Once this is approved, what is next? What is the continued growth plan?**
4. **Bringing outside elements (non-church members) into our neighborhood daily, some might be less desirable elements that could endanger peace and security.**
5. **Will the mixed-use facility be able to be rented for non-church events or family gatherings?**
6. **What will the average tuition cost?**

The church responded to those concerns with the following:

1. **Traffic volume increases throughout the neighborhood with no infrastructure to support it.**

We understand that a potential increase in traffic through the northwest neighborhoods in Davies Plantation is a primary concern of our neighbors. We believe that the proposed school will not create a traffic burden to our neighborhood for the following reasons:

First, our current Sunday services with nearly 300 attendees do not create traffic issues.

Attendance at our worship services is twice the number of students we envision attending the school, even after many years of operation. We are not experiencing any traffic issues before or after worship at any of our services. Therefore, we do not think the substantially smaller number of students will create traffic issues.

Second, very few of our members access the church via Davies Plantation from the West.

To better understand the potential traffic impact of a school, we sent a poll via email to 186 drivers in our congregation. We received 135 responses to the following question - From which direction do you access Christian Life Church? East via I40/Canada Road? Or West via the Davies Plantation neighborhood?

- a. **80% (108)** of the respondents indicated they access the church via Canada Road/I40. **20% (27)** Indicated they access the church from the West via Davies Plantation.
- b. For those who indicated they access the church from the neighborhood (option b), we asked the following question: Do you have school-aged children? **9** families indicated they have school-aged children. Assuming a 50% member participation and allowing for the 80/20 member/non-member enrollment - 5 to 6 vehicles will access the school from the Davies Plantation neighborhood. But considering these members who live in the neighborhood are already utilizing neighborhood streets to bring their children to school elsewhere, the traffic increase will be negligible.

2. Changes to the nature of the neighborhood's quiet, secluded, family-friendly environment.

Our church chose to locate on Davies Plantation because it is a quiet, secluded, family-friendly neighborhood close to most of our membership. We are passionate about maintaining the quality of our neighborhood. We do not wish to make any change that will jeopardize the quality of life we enjoy here.

3. Once this is approved, what is next? What is the continued growth plan?

Christian Life Church purchased this property in 2012. We needed space to adequately serve the needs of our congregation. When we initially applied for the Special Use Permit to build this church on Davies Plantation, we envisioned a three-phase development to reach full build-out.

- A. Phase 1** is our current facility, which contains a sanctuary, four classrooms, offices, and some multi-purpose space. Our sanctuary currently seats **381** with room to add more seating if needed.
- B. Phase 2** is an annex building to accommodate both current and future needs. The proposed annex is **17,006** square feet and will feature a gym, a large kitchen, seven classrooms, four offices, and a small multi-purpose space. The annex will be used to expand Sunday school classes, fellowship dinners, and youth programming. A school for early childhood education is only one use of the annex.
- C. Phase 3** will be a larger sanctuary should the congregation grow to a point when this is needed. We currently do not have a time frame or design for Phase 3.

4. Bringing outside elements (non-church members) into our neighborhood daily, some might be less desirable elements that could endanger peace and security.

Our school will primarily serve our members. The 80/20 member/non-member ratio will limit the number of outsiders. All non-member students will be carefully screened. We will not

accept any student with a sex offender status or drug issues. We believe families who are willing to invest significant monies into private education are likely to be law-abiding, hard-working, honorable citizens.

5. Will the mixed-use facility be able to be rented for non-church events or family gatherings?

We do not rent the church for private events. The exception is for weddings of members. Our regular church programming does not allow ample space for private events. Also, we do not want to create legal liabilities for denying an event rental that conflicts with the church's religious convictions.

6. What will the average tuition cost?

Quality private education requires a substantial investment. Area private schools are averaging \$8,000 - \$12,000 tuition. Some schools are higher. We anticipate our school will set tuition in line with that of other private institutions.

Recommendation: Favorable recommendation to be forwarded to the Board of Mayor and Aldermen

Motion made to continue until a traffic study can be completed. All members voted Yes. Continued until results of a traffic study are brought before Planning Commission.

New Business

Site Plan

2. MMK Lot 12, Northeast Corner of Ladurl Drive and Ladurl Cove (Roy Lamica, EFI Global)

INTRODUCTION: Roy Lamica with EFI Global is requesting Planning Commission approval of a Site Plan for a contractor's business office and warehouse. The subject property is located on the Northeast corner of Ladurl Drive and Ladurl Cove on Lot 12 of the MMK Subdivision. Subject property is zoned "I-P" Planned Industrial Park.

BACKGROUND: In June 2004, the Planning Commission approved the MMK Subdivision as a planned industrial park. The subdivision was approved with a 10-foot streetscape landscape buffer along all street frontage, and a regional detention basin was installed with the subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 20,800 square foot office building and warehouse for a contractors business. Access to the site will be from a curb cut on Ladurl Drive and another curb cut on Ladurl Cove. Other features of the development include a streetscape landscape buffer and a 20-foot residential landscape buffer along the east property line.

Site Data

Site Area:	2.176-acres / 94,791 square feet
Total Required Parking Spaces: 2.55 spaces per 1,000 square feet, plus 3 spaces.	56
Total Proposed Parking Spaces:	80
Handicap Accessible:	4 Van Accessible
Regular Customer Parking:	52
Proposed Building:	20,800 square feet
Greenspace/Open Space:	38%
Building Height:	40 feet

Recommendation: Approval with conditions.

Approved with conditions of staff.

3. Shamali Subdivision Lot 1, 7771 Highway 70 (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with the Bray Firm is requesting Planning Commission approval of a Site Plan for a retail building. The subject property is located at 7771 Highway 70. The property is located within the “C-H” Highway Business District.

BACKGROUND: On December 4, 2023, the Planning Commission approved the Construction and Final Plan applications for the Shamali Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a Site Plan for a 3,500 square foot retail building. Other features of the development include a 20-foot commercial landscape buffer and a 625 square foot outdoor seating area. Access to the subdivision will be from a new curb cut on Highway 70.

Site Data	
Site Area:	.98 acres/42,688.8 square feet
Total Required Spaces: (One space for each 200 square feet of non-storage first floor area)	18
Total Proposed Parking Spaces:	16
Handicap Accessible:	1 Van accessible
Regular:	15
Proposed Building Area:	3,500 square feet
Greenspace/Openspace:	59%
Building Height:	One story

Recommendation: Approval with Conditions.

Motion to approve with conditions of staff. All members voted Yes. Approved with

conditions of staff.**Annexation**

4. Resolution 01-24, 02-24, 03-24, and 04-24 Resolutions to annex three parcels in the Bartlett Annexation Reserve Area, adopt a Plan of Services for these three areas, and establish zoning under the City of Bartlett Zoning Ordinance.

INTRODUCTION

This Plan of Services has been developed for the proposed annexation of ±219.43-acres of land located in the northwestern region of the City of Bartlett's Reserve Areas that is within our designated Urban Growth Boundary. The properties are within the Shelby County unincorporated area and they are zoned "CA" Conservation Agricultural.

The proposed annexation area consists of three parcels of land owned by the Warlick family and Marshal family totaling ±219.43-acres (Parcels ID#s D013700114, D013700113, and D014700014). The City has received official owner approvals from both families consenting to be annexed into the City of Bartlett's municipal jurisdiction.

The purpose of the Plan of Services is to provide Administration with 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, understanding that 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 site ready developable land that is eligible for State and Federal Infrastructure Grants as well as other monies that will support this endeavor.

As the annexation process begins, the properties will be rezoned from the Shelby County zoning designation of "CA" Conservation Agriculture to the City of Bartlett's zoning designation of "I-O" Warehouse and Wholesale district, which allows the largest selection of industrial uses. Based on information provided by the Shelby County Tax Assessor's Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat).

Costs

Costs of Services: The estimated Plan of Services costs are projected over the next 3-5 years when a user/developer has selected all or some of the parcels. The estimates in this document

are based on full build-out.

Sewer Service: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, the estimates for the sewer service extensions are as follows:

- Sewer Infrastructure estimate is approximately \$3 million

Water Service: The City's water service falls within two categories, water consumption and fire protection. The existing water service in this area is adequate for its current use; however, that use will change once a development is proposed. At that time, waterline extensions and tap fees will be covered either by the developer, or possible grant monies. The needed water service improvement cost are estimated as follows:

- Water Infrastructure estimate is approximately \$4 million

Police Services: The City of Bartlett currently has one police officer per 400 residents. This annexation will not generate a need for additional police personnel with the current use. However, there may be a need for an additional station and personnel based on the workforce population generated by the new industrial users.

Fire Protection: Fire protection for this area is currently provided by Shelby County. Fire Station #4 located at 6875 Old Brownsville Road will service the proposed annexed areas.

Garbage Pickup: An industrial or commercial land user will need to obtain a private garbage collection service once the properties are developed.

Grass Cutting: Should grass cutting and weed control be needed within our right-of-ways once improved. The Public Works Department or the Parks Department will provide the needed service. Otherwise, grass cutting will be the responsibility of the industrial or commercial land user for their property.

Street Lighting: The City will be responsible for working with MLGW for the installation of street lights along the public roads as the properties are developed. The estimated cost for the installation of the lights including the poles are as follows:

- The addition of 16 street lights is approximately \$100,000
- Monthly cost of power paid to MLGW is approximately \$240
- If retro fitting existing light poles with LED lights is need, the approximate cost will be \$550.00 per light fixture.

Street and Sidewalks Improvements: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, should the properties be developed within the next 3 to 5 years, street and sidewalk costs are estimated as follows:

- Street and Sidewalk improvements are approximately \$3.2 million

Revenue

Building Permits:

- It is estimated that the building permit fees will be approximately \$4,300.00 based on a 1 million square feet building or development.

State Share Taxes:

- Not applicable, since there are no residences in the proposed annexed areas.

Property Taxes:

- Shelby County Property taxes will continue under the current rate category until such time that the use changes. City of Bartlett property taxes will be assessed as agricultural vacant land until the use changes.

Zoning Recommendation

The proposed annexation area is currently Zoned “CA” Conservation Agriculture in unincorporated Shelby County. The City is proposing to rezone the properties to the “I-O” Warehouse and Wholesale, which allows the largest selection of industrial uses according to the Bartlett Zoning Ordinance Use Chart. Based on the information provided by the Shelby County Tax Assessor’s Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat). The annexation by property owner consent, and the rezoning of the property will be reviewed by the Planning Commission for a recommendation to the Board of Mayor and Aldermen for Final approval based on the future intended use of the property.

Summary

This Plan of Services was undertaken due to the “Property Owners Consent” to be annexed into the City of Bartlett’s municipal jurisdiction. Based on the 2014 amended Tennessee Codes

Annotated regulations relative to annexations, properties that are used for agricultural purposes may be annexed whether or not they are contiguous with the City's jurisdictional boundaries as long as the annexation is by property owners consent, and the future intended use of the subject properties are for industrial, commercial, or residential land uses. At this time, the City anticipates an industrial user for the proposed annexed properties. The City also plans to rezone the property to an industrial zoning designation, from Shelby County's zoning designation of "CA" Conservation Agricultural to the City of Bartlett's zoning designation of "I-O" Warehouse and Wholesale. There is a portion of a parcel (B013700115) that is between the Loosahatchie river floodway and the proposed annexation parcels that is already within the City of Bartlett's jurisdiction, which will be rezoned from "A-O" Agricultural and Open Land to "I-O" Warehouse and Wholesale as well.

Motion to approve. All members voted Yes. Approved with conditions of staff.

Public Hearing **Rezoning**

5. Ordinance 24-01 An ordinance to rezone Warlick and Marshall Properties from "CA" Conservation Agricultural and "AO" Agriculture and Open Land to "I-O" Warehouse and Wholesale in conjunction with the annexation, Northeast Corner of Walter Singleton Parkway and Bolen Huse Road.

INTRODUCTION: This is a City initiated request to rezone property (Parcels D013700114 and D014700014) located within the City of Bartlett's northwestern region of its Urban Growth Boundary. The parcels are proposed to be rezoned from Shelby County's "CA" Conservation Agriculture designation to the City of Bartlett's "I-O" Wholesale and Warehouse designation once annexed into Bartlett's jurisdiction.

The City also proposes to rezone a parcel (Parcel B013700115) that is currently in the City of Bartlett's jurisdiction but adjacent to the proposed annexation parcels from the "A-O" Agricultural and Open Land designation to the "I-O" Wholesale and Warehouse Zoning designation.

BACKGROUND: The request for rezoning of this property comes with the consent of the property owners of the subject parcels.

DISCUSSION: This is a conjunctive request to rezone property that is also proposed to be annexed into the City of Bartlett corporate limits. There are three parcels proposed for the zone change. All but one of parcels is within unincorporated Shelby County. The surrounding zoning districts includes "FW" Floodway to the north, "CA" Conservation Agriculture to the south, east, and west.

Therefore, the City with the support of the property owners request that all three of the parcels currently identified as Parcel ID#s D013700114, D014700014, and B013700115 be

rezoned to the “I-O” Warehouse and Wholesale zoning designation, immediately upon the approval of the annexation into the City of Bartlett’s jurisdiction.

Motion to approve with conditions of staff. All members voted Yes. Approved with conditions of staff.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Penny Medlock

Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Fire	1975	Pirsch Pumper	Green	3116
Fire	1983	Pirsch Pumper	Green	P10694

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: 01/09/24 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for November 2023.



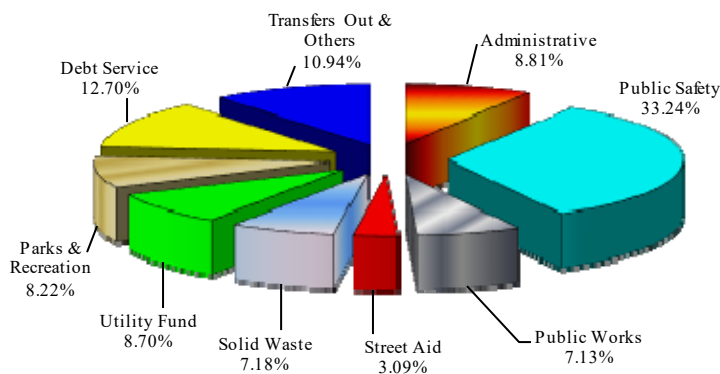
City of Bartlett

FINANCIAL REPORT

November 30, 2023

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

(Does not include School)

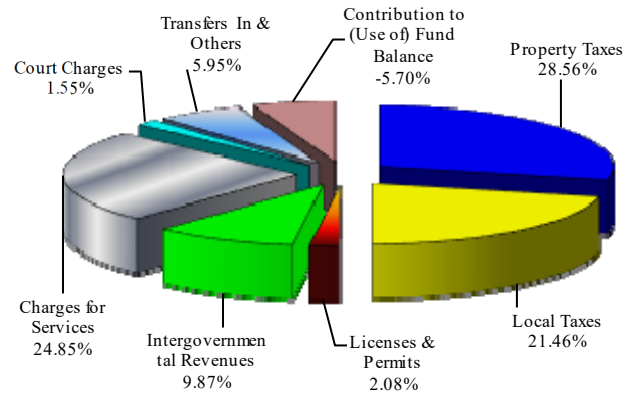


BUDGET HIGHLIGHTS

- June 30, 2023 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2023 year-end.
- Property tax bills were mailed in October and are due February 28.
- Delinquent 2022 property taxes were submitted to the Trustee for collection.

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 November 30, 2023**

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,316,654	\$ 3,147,063
Public Safety	34,679,607	13,831,975
Public Works	7,384,012	2,940,206
Parks and Recreation	7,818,801	3,324,128
Performing Arts	862,540	358,540
Transfers & Other Gen. Fund Items	6,389,019	6,353,665
Subtotal	\$ 65,450,633	\$ 29,955,578
General Fund Revenues		
Property Taxes	\$ 30,153,000	\$ 2,904,148
Local Taxes	17,881,181	4,283,617
Building and Development Fees	2,191,200	1,121,551
Intergovernmental	8,316,500	1,965,723
Charges for Services	4,507,715	1,919,177
Court Charges	1,337,000	640,848
Other Revenue	1,064,037	247,187
Subtotal	\$ 65,450,633	\$ 13,082,252
Special Rev. Funds - Expenditures	\$ 12,618,476	\$ 6,061,461
Special Rev. Funds - Revenues	\$ 12,618,476	\$ 4,092,434
Utility Expenses	\$ 15,386,187	\$ 4,629,994
Utility Revenues	\$ 15,386,187	\$ 5,449,692
Debt Service Expenditures	\$ 12,132,122	\$ 7,414,506
Debt Service Revenues	\$ 12,132,122	\$ 5,644,102
Total Expenditures	\$ 105,587,418	\$ 48,061,540
Total Revenues	\$ 105,587,418	\$ 28,268,480

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: Nov23FinRpt (3468 : Treasurer's Report for November 2023)



City of Bartlett -- Financial Summary

For The Period Ending For The Period Ending November 30, 2023



	FY 2023 Unaudited 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	\$ 7,408,678	\$ 8,316,654	\$ 907,976	\$ 2,723,539	\$ 3,147,063	\$ 423,524	36.76%	37.84%	1.08%
Public Safety	31,909,622	34,679,607	2,769,985	13,634,008	13,831,975	197,967	42.73%	39.89%	-2.84%
Public Works	6,801,474	7,384,012	582,537	2,813,482	2,940,206	126,724	41.37%	39.82%	-1.55%
Parks and Recreation	7,075,135	7,818,801	743,666	2,856,624	3,324,128	467,505	40.38%	42.51%	2.14%
Performing Arts	801,412	862,540	61,128	295,097	358,540	63,443	36.82%	41.57%	4.75%
Transfers & Other Gen. Fund Items	8,018,818	6,389,019	(1,629,799)	5,901,019	6,353,665	452,646	73.59%	99.45%	25.86%
Total General Fund Expenditures	\$ 62,015,140	\$ 65,450,633	\$ 3,435,493	\$ 28,223,768	\$ 29,955,578	\$ 1,731,810	45.51%	45.77%	0.26%
General Fund Revenues									
Property Taxes	\$ 29,768,045	\$ 30,153,000	\$ 384,955	\$ 2,641,014	\$ 2,904,148	\$ 263,134	8.87%	9.63%	0.76%
Local Taxes	16,976,562	17,881,181	904,619	4,279,664	4,283,617	3,953	25.21%	23.96%	-1.25%
Building and Development Fees	1,715,368	2,191,200	475,832	653,360	1,121,551	468,191	38.09%	51.18%	13.10%
Intergovernmental	8,043,637	8,316,500	272,863	1,937,633	1,965,723	28,091	24.09%	23.64%	-0.45%
Charges for Services	4,663,003	4,507,715	(155,288)	1,728,097	1,919,177	191,080	37.06%	42.58%	5.52%
Court Charges	1,331,287	1,337,000	5,713	549,264	640,848	91,584	41.26%	47.93%	6.67%
Other Revenue	1,296,382	1,064,037	(232,346)	204,333	247,187	42,854	15.76%	23.23%	7.47%
Total General Fund Revenues	\$ 63,794,284	\$ 65,450,633	\$ 1,656,349	\$ 11,993,365	\$ 13,082,252	\$ 1,088,887	18.80%	19.99%	1.19%
Special Revenue Funds									
Street Aid Fund	\$ 1,851,698	\$ 3,260,000	\$ 1,408,302	\$ 404,797	\$ 753,555	\$ 348,758	21.86%	23.12%	1.25%
Solid Waste Fund	6,917,292	7,642,070	724,778	2,152,043	3,061,340	909,298	31.11%	40.06%	8.95%
General Improvement Fund	1,045,060	1,154,800	109,740	385,934	308,190	(77,744)	36.93%	26.69%	-10.24%
Drug Enforcement Fund	192,234	300,000	107,766	61,091	116,409	55,318	31.78%	38.80%	7.02%
DEA Enforcement Fund	112,744	102,500	(10,244)	2,600	803	(1,797)	2.31%	0.78%	-1.52%
Drainage Control Fund	121,509	143,106	21,597	43,903	53,712	9,808	36.13%	37.53%	1.40%
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)	3,477	1,764,353	1,760,876	0.05%	0.00%	-0.05%
Special Revenue Funds - Expenditures	\$ 17,909,991	\$ 12,618,476	\$ (5,291,515)	\$ 3,053,845	\$ 6,061,461	\$ 3,007,616	17.05%	48.04%	30.99%
Special Revenue Funds - Revenues	\$ 19,548,168	\$ 12,618,476	\$ (6,929,692)	\$ 3,989,130	\$ 4,092,434	\$ 103,304	20.41%	32.43%	12.03%
Utility Fund									
Total Utility Operations	\$ 7,904,678	\$ 14,113,841	\$ 6,209,163	\$ 2,768,947	\$ 3,509,618	\$ 740,670	35.03%	24.87%	-10.16%
Total Utility Debt Expenses	909,365	1,272,346	362,981	828,081	1,120,377	292,296	91.06%	88.06%	-3.01%
Total Utility Expenses	\$ 8,814,043	\$ 15,386,187	\$ 6,572,144	\$ 3,597,028	\$ 4,629,994	\$ 1,032,966	40.81%	30.09%	-10.72%
Total Utility Revenues	\$ 10,973,767	\$ 15,386,187	\$ 4,412,421	\$ 4,544,336	\$ 5,449,692	\$ 905,356	41.41%	35.42%	-5.99%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,089,523	\$ 12,132,122	\$ 3,042,599	\$ 7,000,137	\$ 7,414,506	\$ 414,369	77.01%	61.11%	-15.90%
Total Debt Service Revenues	\$ 9,315,315	\$ 12,132,122	\$ 2,816,807	\$ 5,801,341	\$ 5,644,102	\$ (157,239)	62.28%	46.52%	-15.76%
Total Expenditures	\$ 97,828,697	\$ 105,587,418	\$ 7,758,721	\$ 41,874,778	\$ 48,061,540	\$ 6,186,761	42.80%	45.52%	2.71%
Total Revenues	\$ 103,631,534	\$ 105,587,418	\$ 1,955,884	\$ 26,328,172	\$ 28,268,480	\$ 1,940,308	25.41%	26.77%	1.37%

Attachment: Nov23FinRpt (3468 : Treasurer's Report for November 2023)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/09/24 06:00 PM

Department: Board of Mayor and Aldermen

Category: Agreement

Prepared By: Penny Medlock

Department Head: David Parsons

Contract with Avenu Insights and Analytics for managed services for the Bartlett Public Library.

Recommend accepting the proposal from Avenu Insights and Analytics for managed library operations.

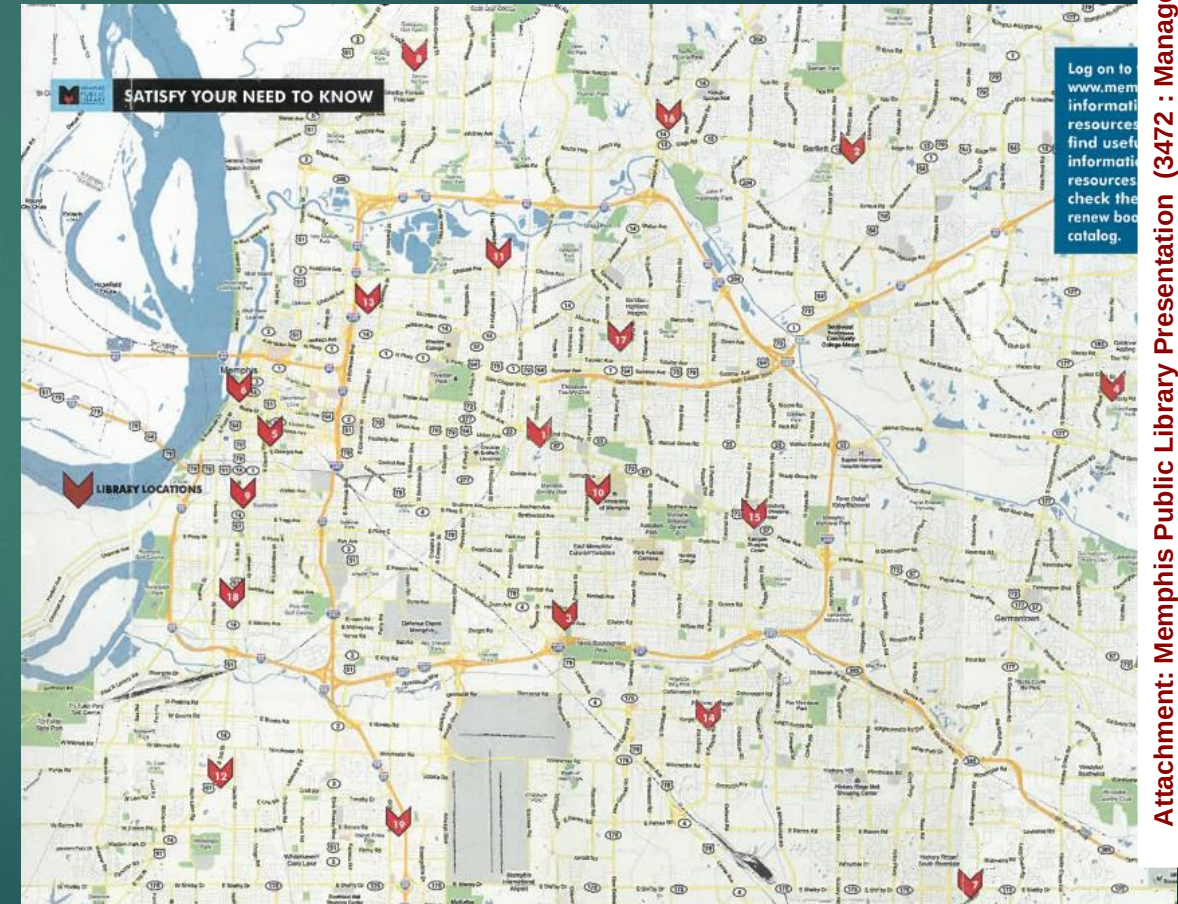
Partnering with Memphis Public Libraries



Library Locations

- Memphis Public Libraries has 19 Locations throughout Shelby County.

- Benjamin L. Hooks
- Bartlett
- Cherokee
- Cordova
- Cornelia Crenshaw
- Cossitt
- East-Shelby
- Frayser
- Gaston Park
- Hollywood
- Levi
- North
- Parkway Village
- Officer Geoffrey Redd
- Raleigh
- Randolph
- South
- Whitehaven
- Orange Mound





WYPL FM 89.3 - TV 18

Memphis Public Libraries

WYPL is our broadcasting radio station, offering programming as a reading service.



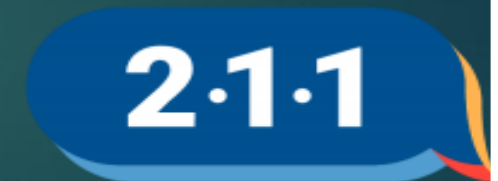
MPL is the only library that has won the National Medal for the Institute of Museum and Library Services (IMLS) twice (2017 & 2021).



MPL'S state-of-the-art research & performance technology lab for teens.



8.1.a



Get Connected. Get Help.™

Linc211 has the most comprehensive Database of human service resources in the area.

Packet Pg. 73

Being Partnered with Memphis Public Libraries means...

- Having access to a collection of over **1,536,545** books, ebooks, magazines, & newspapers
- Grant and State funding from Memphis Library Foundation and City of Memphis for collections, programs and services
- Connected to a library system with over 300 staff members
- Various training opportunities for staff members through staff development classes provided by the City of Memphis and MPL

Statistical Overview

This chart shows 5 key markers that are used to evaluate the use of the Bartlett Library. We track door counts (the total number of people who walk into the building), programs offered, total attendance to programs, and circulation numbers.

	FY 2022	FY 2023	Percent Change
Circulation	104,197	106,302	2%
Door Count	53,773	69,292	28%
Programs	167	262	56%
Program Attendance	1715	3725	117%

Statistical Overview

8.1.a

This chart shows the non-resident cardholders for Bartlett:

User Profile	Number of Users
<u>NON-RESID</u>	154
<u>NR-EDUCATR</u>	20
Total	174

This chart shows the number of checkouts from Bartlett customers at other library locations. The bottom row shows the number of checkouts of books not owned by Bartlett but by Bartlett customer accounts

Number of Checkouts at Libraries other than Bartlett
20,635
Number of Checkouts of items not owned by Bartlett
37,465

- The number of books checked out, that are not owned by Bartlett Library, accounts for **35%** of the total circulation numbers for Bartlett. The number of Bartlett customers who checkout at other libraries accounts for **20%** of the total circulation numbers for Bartlett. Combined, the number accounts for over half of the Bartlett circulation figures.

Improvements in Collection Development and Support Services

- ▶ **This will have a significant impact on:**

- Funding / Vendor Contracts

- Peak load processing

- Collaboration with vendors

- ▶ **Outcomes**

- Bartlett will receive materials ordered

- 3-day turnaround for 85% of materials that are received in our support services department

Contributions made from MPL to Bartlett Library

- Received \$6,703.70 from the **Memphis Library Foundation** for Summer Reading Camps
 - ▶ Year 2022, Bartlett hosted a 2-week reading skills intensive called The Reading Reef
 - ▶ Year 2023, Bartlett held an 8-week camp called Silver Screen Book Club. (Children received a free book each week)
- Bartlett hosted a 2-week STEM Summer Camp for several years which was sponsored by **Memphis Library Foundation**
- Access to fully funded programs like 'MakerGirl' (a 3D printing workshop).

Questions





Library Operations Presentation For City of Bartlett



December 12, 2023

Attachment: Avenu Presentation (3472 : Managed Services for the Bartlett Library)

AGENDA

- About Avenu
- Meet Your Services Team
- Proposal Overview
- Path to the Future
- Q&A



About Avenu

- Professional Services & Software company with 40 years of experience in providing Outsourced Managed Services
- Clients in 50 all states
- Leverage nationwide experience to stay ahead of trends
- Honored as GovTech Top 100 in 2019, 2020, 2021, 2022 & 2023 for providing innovative and effective service to state and local governments
- Have expertise and staff to provide innovative solutions tailored to specific needs
- Ability to bundle services and pricing



8.1.b

LEADERSHIP COMMITTED TO YOUR SUCCESS



Paul Colangelo
Chief Executive Officer



Jim Hulley
Senior Account Executive

Attachment: Avenu Presentation (3472 : Managed Services for the Bartlett Library)

LIBRARY MANAGED SERVICES LEADERSHIP

8.1.b

Dana Braccia, MLS / MBA

Chief Librarian / Director,
Client Success



- 20 years of library management experience
- Served as Executive Director for the Texas Library Association
- Served as Adjunct Faculty for MLS programs: Univ. of TN, Univ. of KY, Univ. of AZ
- American Library Association Councilor / Past President - Mountain Plains Library Association

Stephen Banister, MLS

Senior Librarian



- 20 years library management experience including public, school and academic libraries.
- Expertise in strategic planning, grant writing, and library technology
- Certified K-12 School Librarian and a certified High School Instructor

Roger Murphy

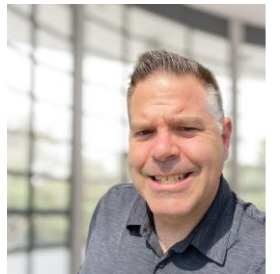
Director, Managed Services



- 30 years of expertise in the technical delivery of secure, reliable, and integrated technology solutions, aimed at maximizing business value for customers
- Oversees Library IT Services and Operations at Germantown, TN Libraries

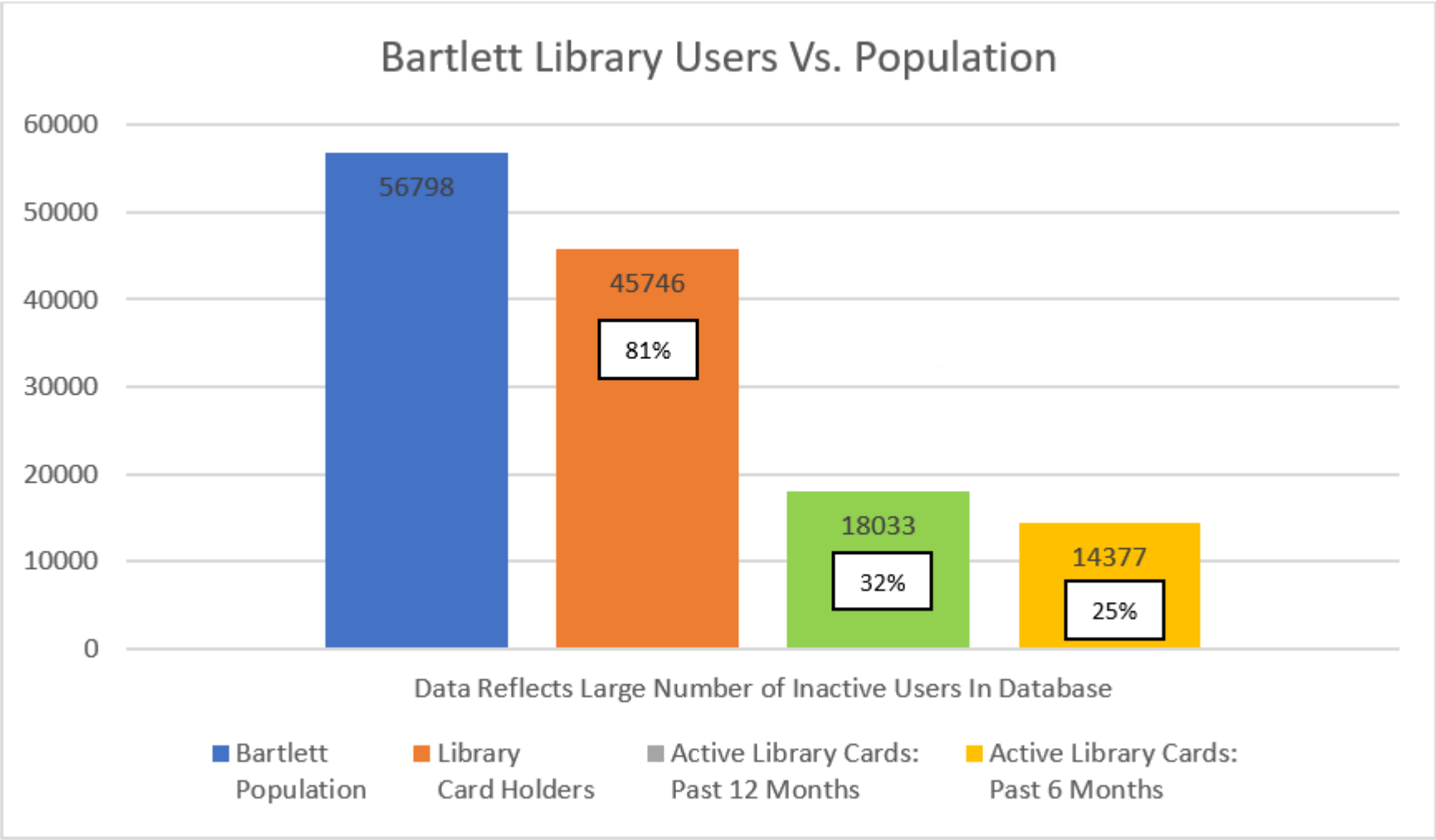
Wayne Woodward

IT Infrastructure

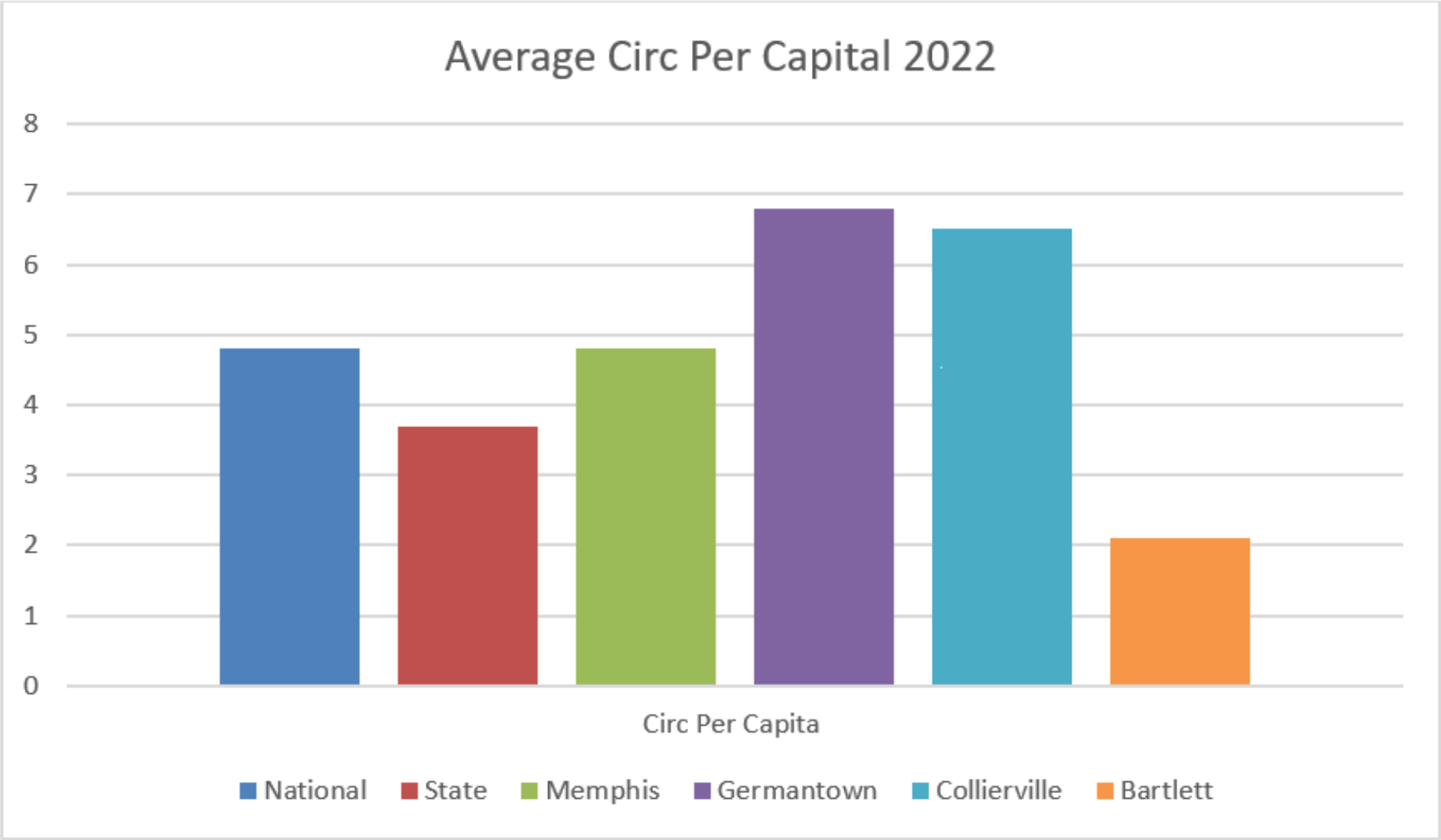


- 25 years of experience specializing in IT infrastructure architecture, with a specific focus on Public Library IT Infrastructure.
- Supports Library IT Services at Germantown, TN Libraries

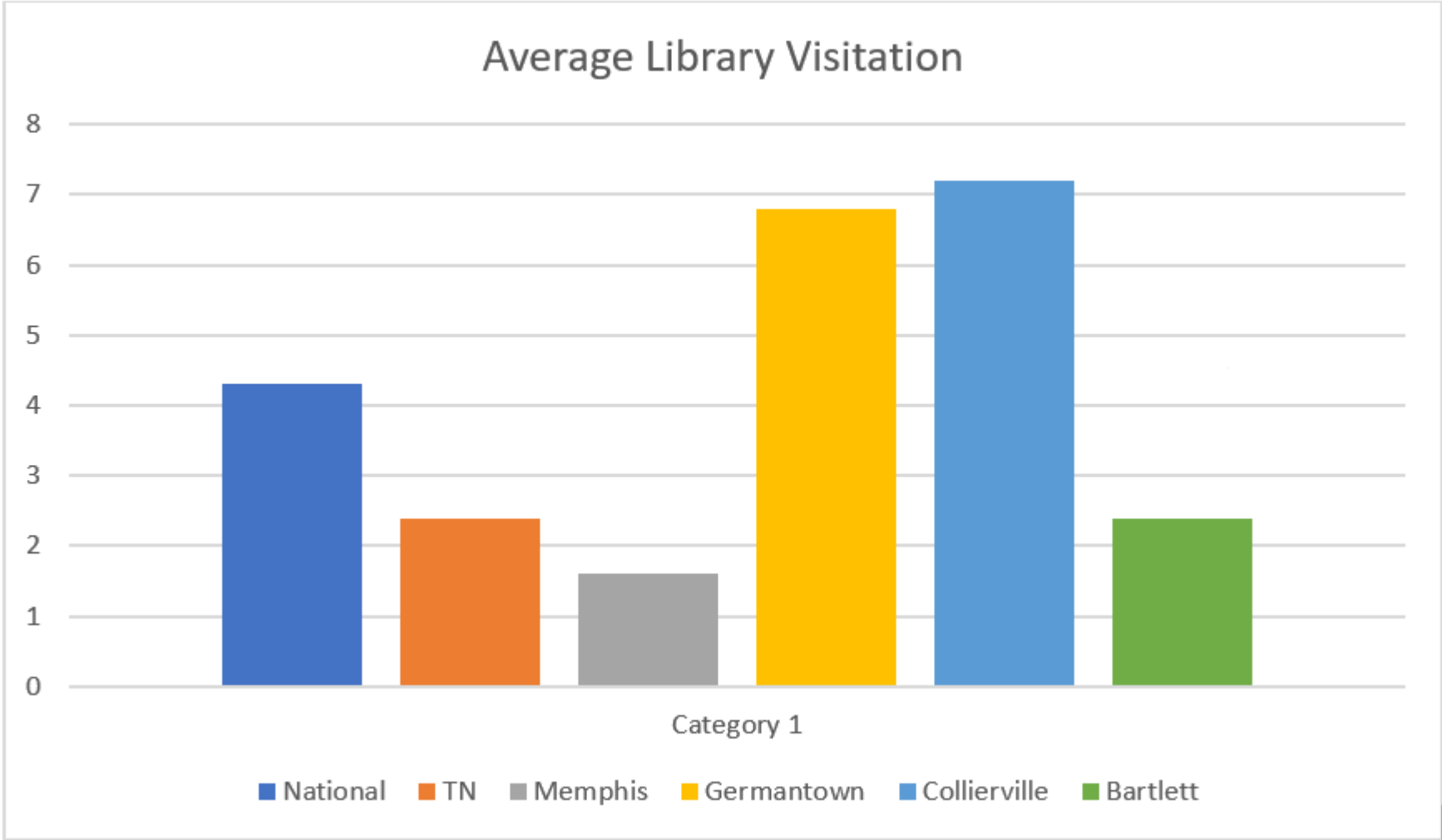
Preliminary Review of Current Statistics



Preliminary Review of Current Statistics



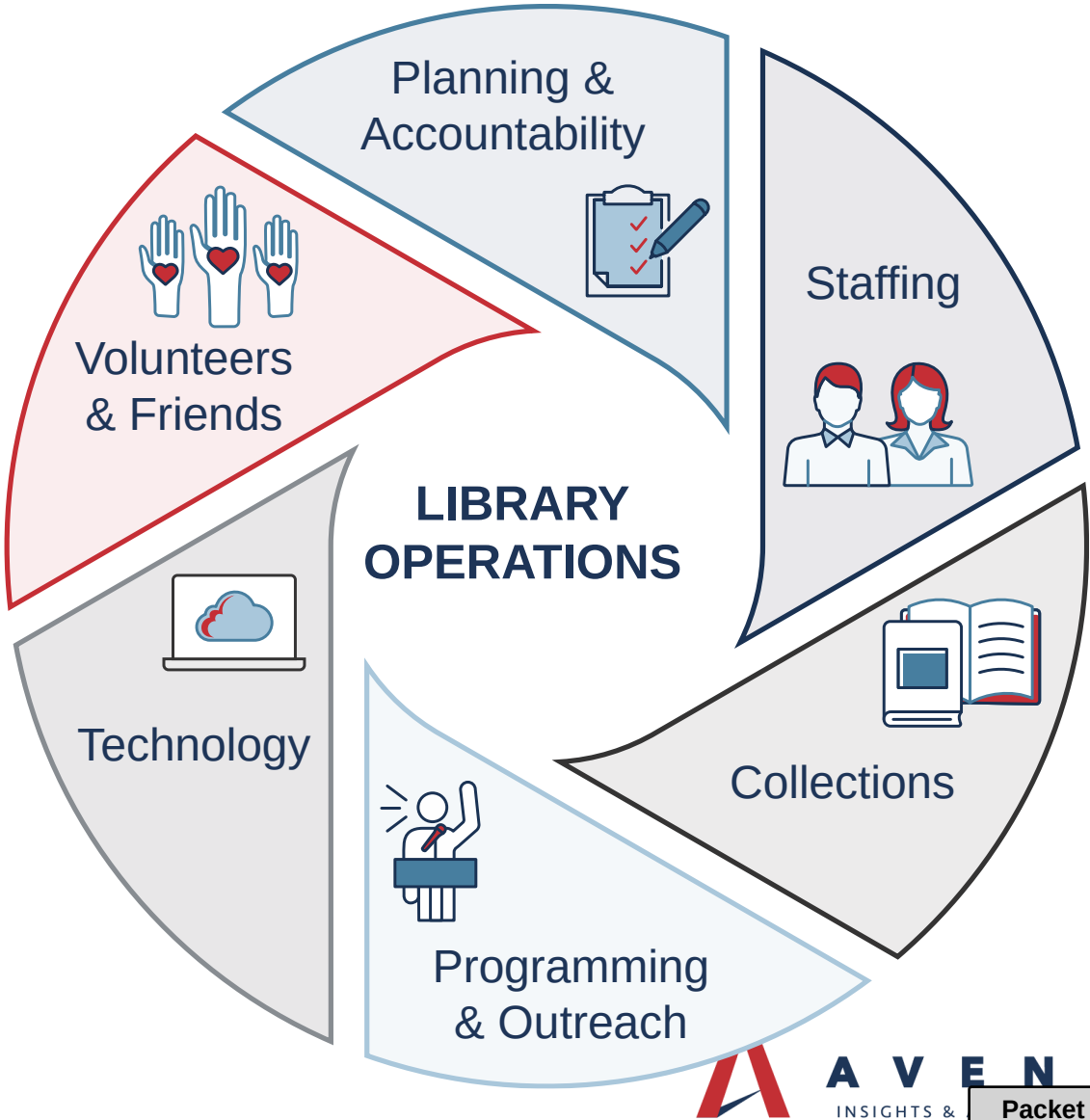
Preliminary Review of Current Statistics



OVERVIEW OF LIBRARY OPERATIONS

Ready to Serve The Bartlett Community On Day One!

With 40 years of experience in developing and executing plans tailored to individual clients,Avenu can hit the ground running.





“The most important asset of any Library goes home at night – the Library staff.”
–Timothy Healy

LIBRARY STAFFING

OUR APPROACH

- Staff stability:
 - Encourage staff to join Avenu team
 - Competitive salaries and benefits
 - High-touch onboarding process
- Ongoing professional development & library industry involvement

YOUR BENEFITS

- Industry expertise
- Emphasis on customer service and collaboration
- Highly experienced Avenu leadership team

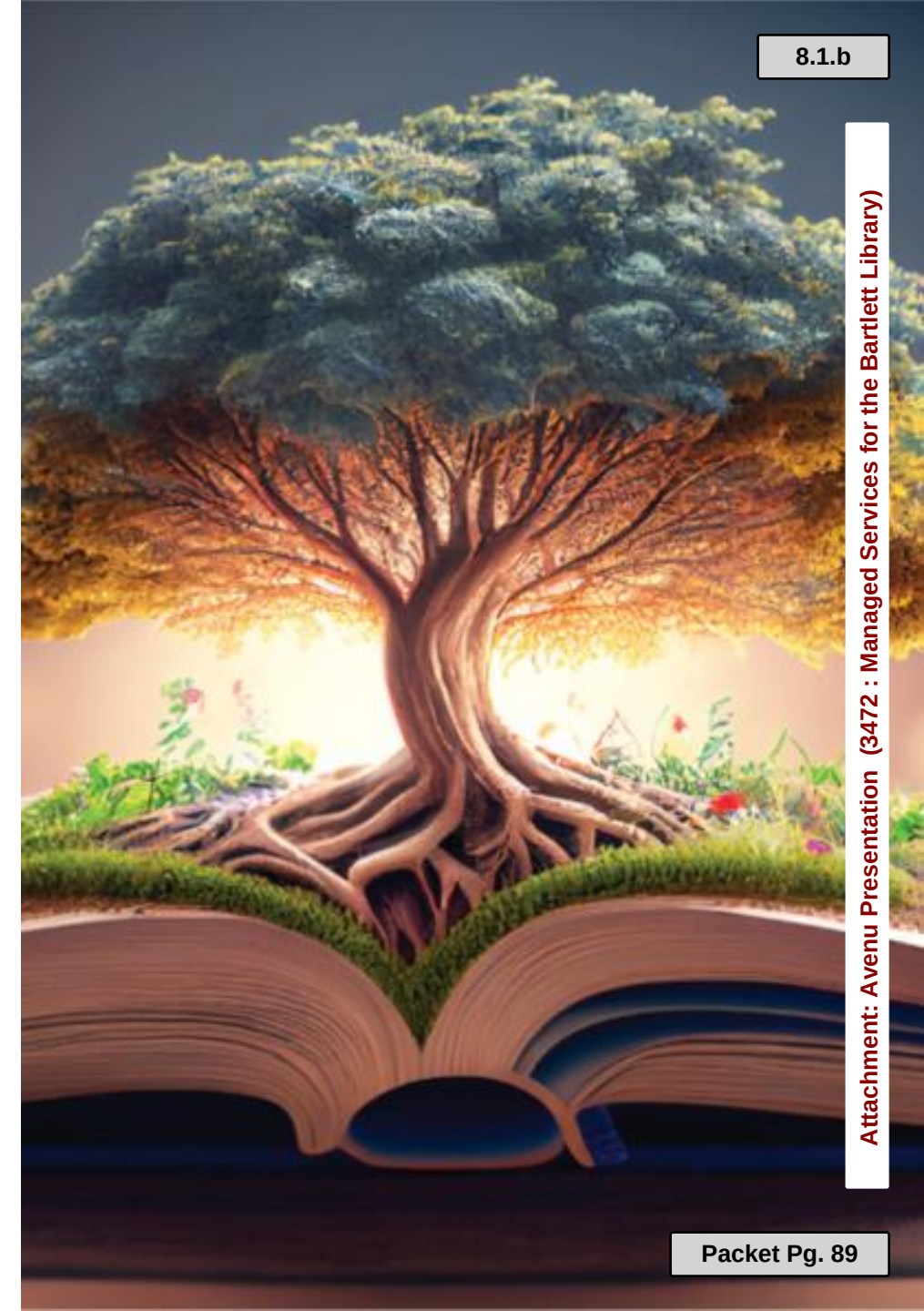
COLLECTIONS

OUR APPROACH

- Continuity in participation in the State Library Digital Tennessee Electronic Library (TEL)
- Local Bartlett selection – on-site Librarians selecting materials per City's Collection Development Policy / Most Wanted Collections
- Comprehensive collection review and development plan: emphasis on local interests and priorities / customer satisfaction surveys
- Patrons able to make recommendations through suggest a purchase program

YOUR BENEFITS

- A dynamic and relevant community collection
- Continuity in digital collections
- Ensure availability of local Bartlett interest items





PROGRAMMING & PARTNERSHIPS

OUR APPROACH

- Encourage lifelong learning for all ages
- Add new programming alignment with Bartlett community interests and trends – makerspace, coding, entrepreneurship
- Partner with schools, home-schooling, and educational organizations – collaborative learning
- Specialty programming: multi-generational/special needs/technology/professional development
- Robust marketing initiatives to promote services

YOUR BENEFITS

- Energized services – bring content to life
- Community-centric events & activities
- Support local economic growth
- Showcase local talent contributing to the cultural vibrancy of the community.

LIBRARY TECHNOLOGY

OUR APPROACH

- Seamless transition to mirror current environment
- Implement ILS system- review additional modules that may enhance user experience
- Hands-on support for library staff
- Continuity in records management

YOUR BENEFITS

- Utmost protection and seamless migration of your data and records.
- Emphasis on customer service and innovation
- Data center environment is multi-site, virtual and highly reliable.



PLANNING & ACCOUNTABILITY

OUR APPROACH

- Establish goals and objectives in alignment with the City's Strategic Plan
- Continually evaluate and enhance services to meet changing community needs
- Define core performance measures and provide regular reporting to the City

YOUR BENEFITS

- On target turn-key operations
- Delighted Library patrons now & into the future
- Real time insights into Library performance



SUPPORT COMMUNITY GROUPS



- Support Friends of the Libraries and other programs and partnerships approved by City
- Serve as a bridge between the library and the community, facilitating communication and collaboration
- Encourage networking and collaboration with other community educational and civic organizations

SUPPLEMENTAL REVENUE SOURCES

- Proposal includes conducting Lodging Tax Audits: This process finds many ways taxes get unpaid, underpaid, or incorrect exemptions
- Support with grant discovery and writing to enhance collection, programming, and services



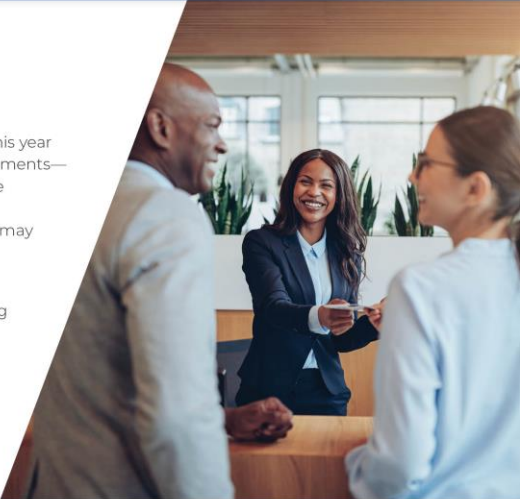
Lodging Tax

BY AVENU INSIGHTS & ANALYTICS

RAISE MORE REVENUE FROM YOUR HOTEL TAX

The \$170 billion that hotels will book as revenue this year translates into a lot of tax revenue for local governments—as long as it gets remitted correctly. The challenge for many cities and counties is that their staff are responsible for reviewing many tax types, so they may not cover the hotel sector completely or within a reasonable time.

Avenu addresses this resource shortage by serving as a true partner to local governments. We act as an extension of your revenue operations by reviewing data on past payments, business licenses and registrations to bring you revenue opportunities.



BENEFIT FROM OUR HOTEL-SPECIFIC EXPERIENCE

Regardless of whether you refer to the tax as hotel, transient occupancy or lodging, Avenu's process finds the many ways why these taxes get unpaid or underpaid. Incorrect exemptions, details in franchise reports, ownership changes, finance staff changes and training, and the multiple variations of occupancy reports all represent potential tax revenue. The best practices we have as a hotel tax consultant have resulted in one medium-sized client city receiving almost \$8,000 per hotel in extra revenue.

ON-SITE REVIEWS BOOST COMPLIANCE

Providing on-site audits at hotels creates benefits for both the local government and the hotel. It allows us greater access to records such as guest folios, housekeeping reports and monthly summaries from **property management** systems, and it reinforces the relationship between the jurisdiction and the taxpayer. Hotel staff know their property is part of the community and want to pay their fair share.

DIGITIZATION SERVICES

- With 40 years of experience, Avenu is a trusted partner for the complete management of digitization activities for municipal documents.
- Proposal includes digitization support. We have the capability to handle a wide variety of document types, including letters, colored receipts, photographs, documents, large folded-out sheets, drawings, and charts.



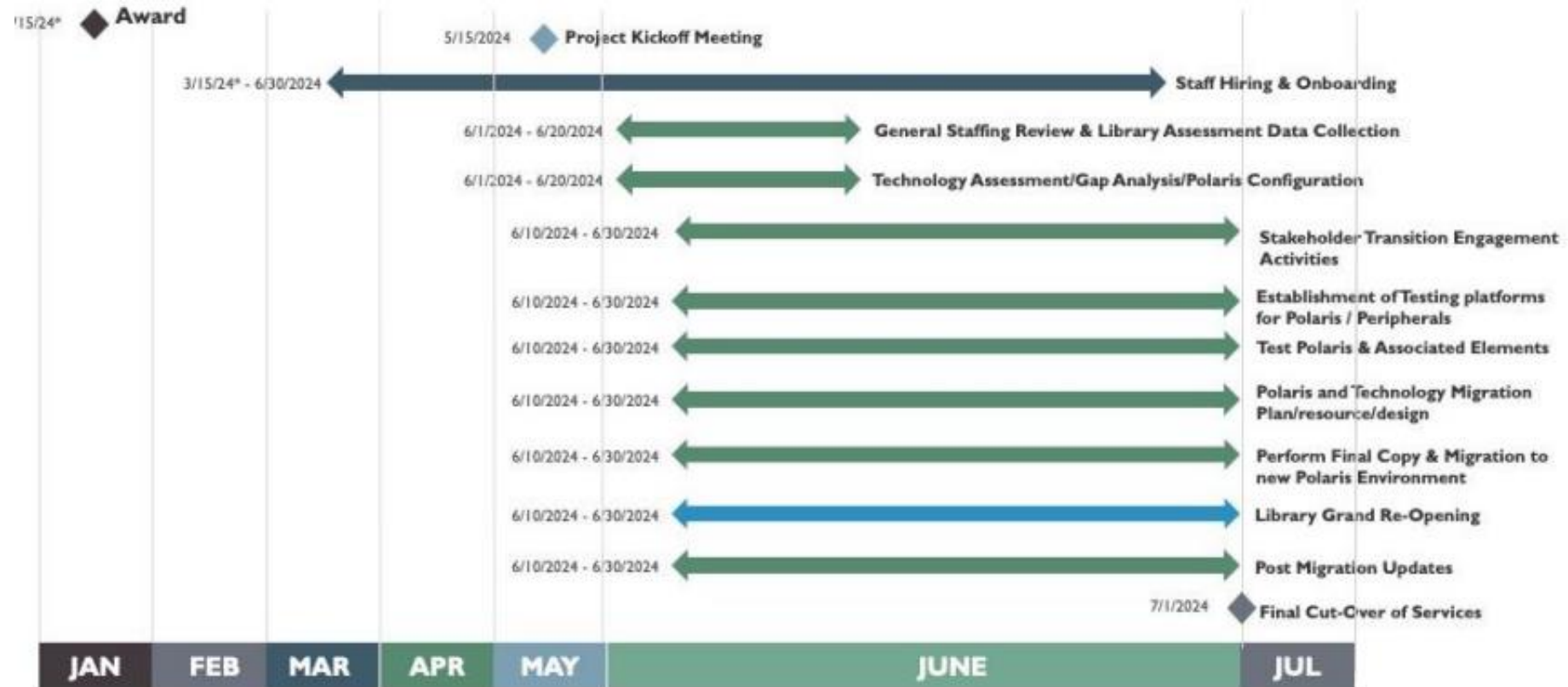
8.1.b

Attachment: Avenu Presentation (3472 : Managed Services for the Bartlett Library)

HIGH LEVEL TRANSITION OVERVIEW

General Representation of Steps & Timeframe

Chart Will Be Finalized As Part Of Data Gathered
During Kick-Off Meetings & Data Collection



Attachment: Avenu Presentation (3472 : Managed Services for the Bartlett Library)

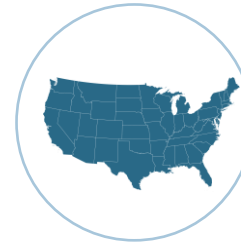
WHY TEAM AVENU IS THE BEST CHOICE

CUSTOMIZED SOLUTIONS



- Local community focus without a cookie-cutter approach
- Fresh ideas with high touch involvement
- Avenu's established in TN

NATIONAL EXPERTISE



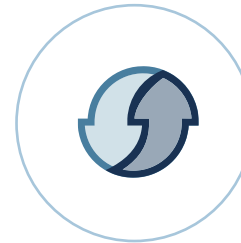
- Our experience in broad customer facing solutions gives a bigger picture view into community service trends
- Extensive internal resources
- Agility & resources to customize

PROVEN TRACK RECORD



- Extensive Library operations experience
- Extensive Managed Services experience

SEAMLESS TRANSITION



- Rapid Engagement
- No loss of institutional knowledge
- No operational disruption

We are ready to execute a transition plan for Bartlett that provides continuity and care on Day One!

WE MAKE A DIFFERENCE ONE COMMUNITY AT A TIME



Avenu’s core values align with the heart of your community

CARING

INTEGRITY

PASSIONATE

CLIENT - FOCUSED

RESPONSIVENESS

Thank You For Your Time & Consideration!

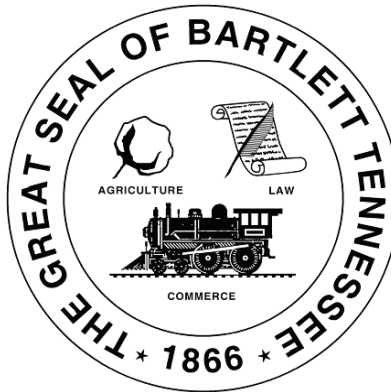
Q&A



CITY OF BARTLETT

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

**David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director**



REQUEST FOR QUALIFICATIONS

RFQ # FY2024-09-006

DUE: October 19, 2023, no later than 4:00 p.m. (CST)

MANAGED SERVICES

The intent of this request is for the City to obtain proposals from experienced and qualified Proposers/Contractors to provide Managed Services in a variety of areas. The City strives to remain aligned with the community's needs and continually provide an excellent experience for its customers.

Managed Services
RFQ: FY2024-09-006
DUE: October 19, 2023 4:00PM (CST)

TABLE OF CONTENTS

I.	INTRODUCTION
II.	MINIMUM PROPOSER REQUIREMENTS
III.	CORRESPONDENCE
IV.	PROPOSAL SCHEDULE
V.	PROPOSAL CONDITIONS
VI.	GENERAL REQUIREMENTS AND INFORMATION
VII.	SCOPE OF WORK
VIII.	CONTRACT REQUIREMENTS
IX.	PROPOSAL SUBMISSION
X.	PROPOSAL EVALUATION AND AWARD

APPENDICIES

A.	REFERENCE SHEET
B.	PUBLIC ACTS 109 FORM

Managed Services
 RFQ: FY2024-09-006
 DUE: October 19, 2023 4:00PM (CST)

I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from interested and qualified firms to provide Managed Services. This Request for Qualifications (“RFQ”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with the instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with the City of Bartlett for the Services outlined in this RFQ. In this RFQ, the terms Proposer and Proposers/Contractors are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Document experience of providing service or have proven experience in successfully providing managed services in similar communities.
2. Have all necessary licenses and certifications required in the State of Tennessee to perform the Services.
3. Be an equal employment opportunity employer and abide by Title VI guidelines. **Note: Must provide a written statement of compliance with the response.**
4. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
5. Bidder shall include the signed and notarized Public Acts 109 Form (Appendix D) and the Drug affidavit (Appendix C).

III. CORRESPONDENCE

Proposers/Contractors requesting additional information or clarification are to contact Mr. Steve Sones, **in writing**, at ssones@cityofbartlett.org or at City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

Questions should reference the section of the RFQ to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY PROPOSER/CONTRACTOR, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be October 12, 2023 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all Proposers/Contractors.

IV. PROPOSAL SCHEDULE

All proposals must be received at the address listed above no later than **October 19, 2023 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The City of Bartlett, Tennessee, is issuing this RFQ on October 5, 2023.
- Deadline to submit additional written questions – Proposers may submit written questions via email as to the intent or clarity of this RFQ until noon on October 12, 2023. Responses will be given within 24 hours or no later than noon October 13, 2023.
- Submission of Proposal – **ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN THURSDAY, OCTOBER**

Managed Services
 RFQ: FY2024-09-006
 DUE: October 19, 2023 4:00PM (CST)

19, 2023 AT 4:00 P.M. CST. Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFQ packet.

- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – Per terms of a signed contract.

V. PROPOSAL CONDITIONS

- A. Contingencies** - This RFQ does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers/Contractors, in writing, if the all proposals are rejected.
- B. Modifications** - The City reserves the right to issue addenda or amendments to this proposal.
- C. Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFQ. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.
- D. Incurred Costs** - This RFQ does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFQ, and Proposers agree that all costs incurred in developing this RFQ are the Proposer's responsibility.
- E. Final Authority** – The final authority to award a contract rests solely with the City of Bartlett Finance/Purchasing Department and the Mayor's approval.

VI. GENERAL REQUIREMENTS

- A. Project Time Frame** - The initial contract term will begin on July 1, 2024, and will run through June 30, 2027 with the option to renew for an additional three years at the end of each term beginning July through June of the corresponding year with the same terms and conditions. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria, and subject to the availability of funds for each renewal period. The Proposers/Contractors must be prepared to begin immediately upon receipt of a Notice to Proceed.
- B. Reservation of Rights** - The City reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the terms and specifications for the services provided, to select which service, if not all, that the City elects to utilize, to modify any part of the RFQ, or to issue a new RFQ.
- C. Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each Proposers/Contractors should set out in its response to this RFQ to clearly identify the qualifications of its company and each individual who will work on this project. Proposer must provide a separate and sealed bid sheet which lists the associated cost with each outlined professional service the Proposers/Contractors can offer.

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VII. SCOPE OF WORK

The City of Bartlett seeks to establish a service agreement with the best qualified Managed Services provider that can supply and perform the Services listed below.
Proposers may submit a proposal for one or more of the following.

A. SERVICE REQUIREMENT SECTION ONE - LIBRARY OPERATIONS:

Provide turnkey management of the day-to-day operations of the Bartlett Public Library located at 5884 Stage Road, Bartlett, TN. The City will retain oversight and approval of library policies, goals, and priorities.

Hours of Operation

The Proposers/Contractors will provide public service hours as mutually agreed upon between the Proposers/Contractors and the City. Changes to the hours and/or days of operation will only be implemented through mutual agreement between the City and the Proposer/Contractor. Any changes to the hours and/or days of operation that result in an adjustment to the operating budget shall be evidenced through written amendment. The currently established days/hours of operation are:

Monday – Thursday: 10:00 am through 8:00 pm (CST)

Friday – Saturday: 10:00 am through 6:00 pm (CST)

Sunday: 1:00 pm through 5:00 pm (CST)

Public Services

The Proposers/Contractors shall have full responsibility to organize and conduct the daily, routine, and expected business of the Library in accordance with all policies adopted by the City. These responsibilities include but are not limited to:

1. Proposers/Contractors shall provide the appropriate staffing to operate the Library.
 - a. Interview, select, and hire qualified staff for employment at the library sufficient to provide services and programs during all hours of operation, and provide the necessary orientation and ongoing personal and professional development of the newly hired library staff. All personnel employed to perform the services necessary to operate the library and to perform the other functions of the Proposers/Contractors (including the Library Director and all persons reporting to him/her) shall be employees of the Proposers/Contractors, who shall pay all costs related to their employment. The Library Director provided by the Proposers/Contractors shall have a Master's Degree in Library Science from an accredited American Library Association program.
 - b. Proposers/Contractors shall promote staff development through orientation, training, and coaching.
 Proposers/Contractors shall also provide leadership and guidance to maximize staff effectiveness in Library operations.

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2. Proposers/Contractors shall perform general operations, including but not limited to conducting library business in the City community in accordance with the goals and objectives of the City's adopted long-range and annual plans.
3. Proposers/Contractors shall provide ongoing collection development activities, including selection of Library materials (including audiovisual and other electronic materials, electronic publications, periodicals, newspapers, electronic database subscriptions, standing orders, automated reference services, binding, cataloging, and processing), systematic weeding, and analysis of usage collections. Selection of library materials will be in accordance with the City's Collection Development Policy.
4. Proposers/Contractors shall offer programs at the Library that inspire, entertain, and foster collaboration in the local community.
5. Proposers/Contractors shall promote the library system by effectively disseminating information about and promotion of Library resources and services through a variety of avenues. Proposers/Contractors shall actively pursue Library card registration opportunities to maintain the library's relevance in the community (coordination with schools, attendance at local new residents' meetings, and other local events).
6. Proposers/Contractors shall work closely with the City designees and establish short and long-term goals and objectives reflecting a course of action that strives to meet objectives from the City of Bartlett long-range plan. Proposers/Contractors will work with City to define core library performance measurements, compile, and provide monthly and annual reports to the City regarding the same.
7. Proposers/Contractors shall follow the City's policies for establishing the amount of and collecting fees, fines, and any other funds collected from library users, all of which shall be for the sole benefit of the City.
8. Supporting collections that reflect our community in the format, scope, and depth necessary to meet current and anticipated needs and interests.
9. Proposers/Contractors shall provide an Integrated Library System (ILS) service with all necessary software and licensing necessary for operation of circulation, public access catalog, acquisition management, and other related functions. This includes implementation, transition, and ongoing support, as well as implementing and timely updating and upgrading of the ILS software to remain current with the new software.

B. SERVICE REQUIREMENT SECTION TWO- TECHNOLOGY SUPPORT:

Ability to provide turnkey management of technology functions.

- Technology Strategy Planning –Work with current IT staff to develop a long-term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.

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- Business Continuity and Disaster Recovery –Support CITY’s ability to recover based on the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) agreed upon by organizational constituents. In addition, backup and redundancy should be used to support this need.
- Antivirus, Antispam & Antispyware Protection – CITY is looking for solutions to defend against security threats including phishing, malware, spam, viruses, and cyber-attacks.
- Security Systems Monitoring –Provide proactive monitoring and management of CITY’s security systems, including firewalls, intrusion prevention, secure remote access, and any implementations of advanced security solutions the CITY may utilize.

C. SERVICE REQUIREMENT SECTION THREE – DIGITIZATION SERVICES:

Provide turnkey management of digitization activities for municipal documents. This includes producing high-quality master images, and technical metadata as specified. The selected Proposers/Contractors will have the experience necessary to provide a tracking and management system for the scanning process. Images will be of a variety of objects, which include but are not limited to, letters, colored receipts, photographs, documents, large folded out sheets, drawings, and charts. The records are to be converted from paper and microfilm to digital Portable Document Format (Archival).

A. Part I - Minimum Requirements, All Areas

All Proposers/Contractors must:

1. Have sufficient, competent, and skilled staff to perform the Services as required.
2. Have all necessary, applicable business and professional licenses. The City may require any or all Proposers/Contractors to submit evidence of proper licensure.
3. Have at least three (3) business or municipal references.
4. Be an equal employment opportunity employer and abide by Title VI guidelines.
5. Provide proof of the minimum insurance requirements (MANDATORY, please review closely).

VIII. CONTRACT REQUIREMENTS

The successful Proposer/Contractor will be expected to enter into a contract incorporating the following terms and conditions and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Proposers/Contractors will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Proposers/Contractors’ Personnel. The Proposers/Contractors certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Proposer/Contractor. The Proposers/Contractors further certifies that all of its employees assigned to serve

the City shall have such knowledge and experience as required to perform the duties assigned to them.

3. Independent Status.

(a) Nothing in this Contract shall be deemed to represent that the Proposers/Contractors, or any of the Proposers/Contractors' employees or agents are the agents, representatives, or employees of the City. The Proposers/Contractors will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the City the right to direct the Proposer/Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Proposer/Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Proposer/Contractor will follow the desires of the City only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Proposer/Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City; that the Proposer/Contractor has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Proposer/Contractor for services performed shall be on the Proposer/Contractors' letterhead.

4. Subcontracting, Assignment or Transfer. With the exception of security services, janitorial services, and Integrated Library System technology, any subcontracting, assignment, delegation, or transfer of all or part of the rights, responsibilities, or interests of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation, or transfer shall relieve the Proposers/Contractors from the performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Proposer/Contractors' obligations to its transferors or sub-Proposers/Contractors. Upon the request of the other party, the subcontracting, assigning, delegating, or transferring party shall provide all documents evidencing the assignment.
5. Conflict of Interest. The Proposers/Contractors covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Proposers/Contractors also covenants that it has no public or private interest and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Proposers/Contractors warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-Proposers/Contractors to the Proposers/Contractors in connection with any work contemplated or performed relative to this Contract.
6. Covenant Against Contingent Fees. The Proposers/Contractors warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Proposers/Contractors to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Proposers/Contractors any fee, commission,

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percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Proposers/Contractors and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final. The City Attorney will serve as the City Contract Administrator.
8. General Compliance with Laws.
 - (a) If required, the Proposers/Contractors shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified, and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - (b) The Proposers/Contractors is assumed to be familiar with and agrees that at all times, it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.
 - (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract, the Proposers/Contractors agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, Shelby County, Tennessee, and in no other.
9. Nondiscrimination. The Proposers/Contractors hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Proposers/Contractors on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Proposers/Contractors shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
10. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
11. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

12. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract 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 Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
13. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either;
 - (a) such term, condition, default, or breach on any other occasion or;
 - (b) any other term, condition, default, or breach of this Contract or of such document.
 No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
14. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
15. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Proposers/Contractors shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
16. Travel Expenses. All travel expenses incurred by the Proposers/Contractors shall be included in the cost of services as proposed by the Proposers/Contractors. No travel expenses or advances will be made by the City.
17. Incorporation of Other Documents.
 - (a) Proposers/Contractors shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference.
 - (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.

18. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Proposers/Contractors, Proposers/Contractors understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data, or other information supplied to City by Proposers/Contractors due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
19. Organization Status and Authority.
 - (a) Proposers/Contractors represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing, and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
 - (b) The execution, delivery, and performance of this Contract by the Proposers/Contractors has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Proposers/Contractors, any provision of any indenture, agreement or other instrument to which the Proposers/Contractors is a party, or by which the Proposers/Contractors' respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
20. Warranty. Proposers/Contractors warrants to the City that all Services shall be in strict compliance with the terms of this Contract and all applicable governmental laws, rules, and regulations.
21. Rights in Data. The City of Bartlett shall become the owner, and the Proposers/Contractors shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Proposers/Contractors under this Contract, regardless of whether they are proprietary to the Proposers/Contractors or to any third parties.

B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims And Liabilities.
 - (a) Proposers/Contractors shall indemnify, defend, save, and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses, or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Proposers/Contractors its sub-

Proposers/Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Proposers/Contractors expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposers/Contractors shall in no way limit the responsibility to indemnify, defend, save, and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The City has no obligation to provide legal counsel or defense to the Proposers/Contractors or its sub-Proposers/Contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against Proposers/Contractors as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Proposers/Contractors as a result of or relating to obligations under this Contract.

(e) Proposers/Contractors shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Proposers/Contractors or its sub-Proposers/Contractors regarding any matter resulting from or relating to Proposers/Contractors' obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.

(f) *The Proposers/Contractors shall immediately notify City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverage provided. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.*

2. Insurance Requirements. Proposers/Contractors will provide evidence of insurance coverage as required for and shall provide and maintain the following:

Proposers/Contractors shall maintain coverage with limits no less than:

- *Commercial General Liability and Professional Liability Insurance (CGL) – \$1,000,000 limit per occurrence of bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies, or commissions shall be named as additional insured. The insurance shall include coverage for the following:*
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Proposers/Contractors/Proposers
 - f) Broad Form Property Damage
 - g) Personal Injury and Advertising Liability
 - h) Sexual Abuse
 - i) Assault and Battery
 - j) Professional Liability

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- *Automobile Liability*: Business auto liability covering all owned, hired and non-owned autos, Code 1 (any auto), Code 8 (hired) and Code 9 (non-owned, with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage.
- *Workers Compensation and Employers' Liability Insurance* as required by the State of Tennessee with minimum limits of **\$1,000,000** for each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Proposers/Contractors waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- *Sexual Abuse or Molestation (SAM) Liability*: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Proposers/Contractors shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- *Excess or Umbrella Liability* – limit of no less than **\$4,000,000**
- *Cyber Liability* – limit of no less than **\$2,000,000** per occurrence of claim, **\$2,000,000** aggregate
- *Directors and Officers Liability* – limit of no less than **\$1,000,000** per claim
- *Fine Arts Coverage* – coverage on rare collections, valuable documents, memorabilia, manuscripts, maps
- *Business Property Coverage* – on all contents, books, furniture and appliances, EDP equipment and media and software
- *Employee Dishonesty and Crime Coverage* – loss inside and outside premises limits of no less than \$10,000 each. Coverage for the Proposers/Contractors and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies, or commissions – minimum of \$25,000 per occurrence.
- *Performance Bond* – Amounts determined by project as appropriate

If the Proposer/Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Bartlett requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Proposer/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Bartlett.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Bartlett. The City of Bartlett may require the Proposer/Contractor to provide proof of ability to pay losses

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and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Bartlett.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The City of Bartlett, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Proposer/Contractor including materials, parts, equipment furnished in connection with such work or operations.
2. For any claims related to this contract the **Proposer/Contractor's insurance coverage shall be primary and non-contributory** as respects the Entity, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
3. The Insurance Company agrees to **waive all rights or subrogation** against the Entity, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Proposer/Contractor for the City of Bartlett. This provision also applies to the Proposer/Contractor's Workers' Compensation policy,
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Bartlett.

Umbrella or Excess Policy

Umbrella or Excess Policies may be used to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Proposers/Contractors' primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Tennessee with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Bartlett

Verification of Coverage

Proposer/Contractor shall furnish the City of Bartlett with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable language effecting coverage required by this clause) and a copy of the Declaration and Endorsement Page of the CGL policy listing all policy endorsements to the City of Bartlett before work begins. The City of Bartlett reserves the right to require complete, certified

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copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Should the City's insurance carrier be involved in any claims for damages that require the Proposers/Contractors' services, the estimates and billing for these services shall be reviewed by the insurance carrier prior to payment.

All insurance policies maintained by the Proposers/Contractor shall provide that insurance as applying to City of Bartlett shall be primary and non-contributing irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf. All sub-Proposers/Contractors performing work for the Proposers/Contractors are required to maintain the same coverage and limits as the Proposers/Contractors, with the same additional insured requirements. All coverage will be written through insurance companies rated A or better by A.M. Best.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder, the Proposers/Contractors agrees to permit duly authorized agents and employees of the City to enter the Proposers/Contractors' offices for the purpose of inspections, reviews, and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Proposers/Contractors will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposer/Contractor are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer/Contractor has read and understands this entire RFQ, including all attachments, exhibits, schedules, and addenda (as applicable), and all concerns regarding this RFQ have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and completeness and clarity of content.
3. Proposals must be complete in all respects, as required in this section. Note: A

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proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals (an original, clearly identified and four (4) copies) must be received by no later than 4:00 pm (CST) on October 19, 2023, at City of Bartlett Mayor's Office, 6400 Stage Road, Bartlett, TN 38134.**
5. Proposer/Contractor agrees to provide the City with any additional information it deems necessary to accurately determine the ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform the described services.

B. Proposal Presentation

1. One (1) original copy (clearly identified as original) and four (4) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposers/Contractor's name and "MANAGED SERVICES, RFQ # FY2024-09-006" with due date and time indicated.
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of Proposers/Contractors in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Proposer/Contractors' proposal.

C. Proposal Format

Response to this RFQ must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
 - a. Outline of how Proposer/Contractor can meet or exceed the minimum requirements
 - b. Detail of how the Proposer/Contractor is qualified to provide the services required
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

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2. Cost and Fees (***Include the Pricing Sheet (Exhibit B) in your proposal response in a separate sealed envelope.***)

- a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
- b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.

3. References

- a. Must include at least three (3) other clients for whom the Proposers/Contractors has provided equal services.
- b. References must list the business name, a contact person with email address and phone number. (***Include the Reference Sheet, Appendix A***)

X. PROPOSAL EVALUATION AND AWARD

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFQ.
 - b. Proposers/Contractors must meet the Minimum Proposer Requirements outlined in Section II of this RFQ.
 - c. All proposals submitted in response to this RFQ will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
2. Selection will be based on the determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFQ and not solely on price.

B. Award of Contract

Proposers/Contractors are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Aldermen.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer/Contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the

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successful Proposers/Contractors' fees and scope of work or utilize their own resources for such work. The City further reserves the right to reject, at the sole determination of the City, any and all proposals submitted in which case no contracts for services listed in this RFQ will be awarded.

End of RFQ Requirements

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EXHIBIT A

REFERENCES

Provide the name, title, address, telephone number, and email address of three references of clients, preferably of the public sector, whom the Proposers/Contractors has provided services.:

1. Reference Name: _____

Service Provided:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Reference Name: _____

Service Provided:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Reference Name: _____

Service Provided:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Note: This Qualifications & References sheet must be returned with the Proposal.

PRICING SHEETS

[illegible]

Initials, page 1

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PRICING SHEET, page 2

PROPOSERS/CONTRACTORS/PROPOSER/NAME OF FIRM	EMAIL
---	-------

ADDRESS

PHONE

AUTHORIZED REPRESENTATIVE
(Signature – Required)

EMAIL
(Print)

AUTHORIZED REPRESENTATIVE
(Print name)

DATE

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EXHIBIT C

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, _____ for and on
 (Printed name of Principal Officer of Company)

behalf of _____,
 (The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

 Signature (Principal Officer)

 Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of
 _____, 2023.

 Notary Public

My Commission Expires: _____

Attachment: RFQ FY2024-09-006 - Managed Services (3472 : Managed Services for the Bartlett Library)

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EXHIBIT D

PUBLIC ACTS 109

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

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

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of __, 20_____. Signed ____ Print
 Name _____

Title _____

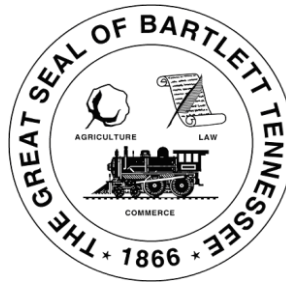
My commission expires: _____, 20_____.

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

CITY OF BARTLETT

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

**David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director**



REQUEST FOR SEALED BIDS

RFQ # FY2024-09-006

DUE: Thursday, October 19, 2023 no later than 4:00 p.m. (CST)

MANAGED SERVICES

BARTLETT ADMINISTRATION

Issued October 13, 2023

ADDENDUM # 1

The following clarifications are made as part of the Request for Qualifications. This Addendum consists of a cover page and two additional (2) pages. **All other specifications and requirements will remain the same.**

Clarifications:

1. GENERAL:

Are vendors permitted to submit exceptions with their proposals? **ANSWER: Vendors are permitted to submit detailed exceptions to their proposal.**

2. Section VIII.B.2 – Insurance Requirements:

Can the City please clarify if the “Explosion, Collapse, and Underground Insurance” requirements are applicable to this project? **ANSWER: Depending upon what the project is - explosion, collapse and underground insurance may be necessary. Proposers need the availability of coverage in the event the City has a project of the type and magnitude that would require it.**

3. Section VIII.B.2 – Insurance Requirements:

Will the awarded vendor be required to secure a Performance Bond for this project?

ANSWER: if the City has a catastrophic incident/large claim and the restoration contractor has to rebuild for the City then the City will require a performance bond for that specific project. They would be acting as the general contractor for the restoration project.

4. Section VIII.C – Right to Monitor and Audit:

Can the City please elaborate, regarding the City’s “Right to Monitor” provision, whether it’s the City’s intention to have access to Proposer’s offices in general, or Proposer’s designated office space within the City’s library. **ANSWER: The City will require access to the Proposer’s office space within the library facilities.**

Drug Policy

The City’s drug policy is provided as follows:

CHAPTER 10: ALCOHOL AND SUBSTANCE ABUSE POLICY

10.1 BACKGROUND

The City of Bartlett has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that employees are mentally, physically and emotionally fit to perform their assigned duties. The City and the employee could be found liable if the City fails to assure that employees can perform their duties without endangering themselves, other employees or the public.

There is sufficient evidence to conclude that the use of illegal or banned substances, including drugs or those substances that create the same effect as those drugs; the abuse of prescription medications, including the mixing of similar medications; the illegal use or abuse of alcohol; or drug or alcohol dependence; can impair an employee's performance and general physical and mental health.

10.2 POLICY

The possession and/or use of illegal drugs or the excessive use of alcohol by an employee of the City

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 Addendum 1

of Bartlett is a crime in this jurisdiction and clearly unacceptable. Therefore, the City of Bartlett has adopted this written policy to ensure an employee's fitness for duty as a condition of his/her employment. All City employees are employees at will.

1. City employees shall not take or be under the influence of any drug or dangerous substance unless prescribed by the employee's licensed physician. An employee who is required to take prescription medicine that may limit their ability to perform any assigned job task shall notify their immediate supervisor of the medication prescribed and the duration of time the employee is expected to be taking the medication.

Such notification is of special importance for Fire and EMS personnel, Law Enforcement personnel (including jailers and dispatchers) and any employee assigned to drive a city vehicle or equipment. Failure to notify is a violation of this policy and the employee is subject to discipline.

2. City employees are prohibited from the use, possession, manufacture, distribution, and/or sale of drugs, or any other controlled substance on or off the job. Any violation will be subject to disciplinary action as set forth in #10.12 and #10.13 of this section.
- C. Any City employee who has reason to believe that another employee is using illegal drugs, abusing alcohol or prescription drugs, or illegally in possession of drugs or alcohol shall report the facts to management immediately. Failure to do so is a violation of this policy and is subject to disciplinary action as set forth in #10.12 and 10.13 of this section.
- D. Any employee convicted of an off-duty drug or alcohol-related crime will be deemed to be in violation of this policy and subject to disciplinary action as forth in #10.12 and 10.13 of this section.
- E. The City will comply with current published regulations of the U.S. Department of Transportation as they relate to employees licensed to operate vehicles or equipment with a loaded capacity of 26,000 lbs. or more.
- F. The City of Bartlett holds public safety employees to a higher standard and **ZERO TOLERANCE** with regard to violations of this policy. For the purposes of this policy, “public safety employees” include Fire and EMS personnel, Law Enforcement personnel including jailers, dispatchers and animal control officers.
- G. Zero Tolerance will also apply to any employee involved in childcare, water safety or classroom instruction.
- H. All property belonging to the municipality including computers is subject to inspection at any time without notice as there is no expectation of privacy in such property.
1. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.
 2. Employees assigned lockers (that are locked by the employee) are also subject

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to inspection by the employee's supervisor after reasonable advance notice (unless waived by the Mayor or Chief Administrative Officer) and in the presence of the employee.

- I. As a condition of continued employment with the City, all employees must abide by the City's policy and notify their immediate supervisor of any criminal drug statute convictions within five (5) work days after such conviction. The City, in turn, is required to inform any granting or contracting agency within ten (10) work days of such notification, if applicable.
- J. Failure to comply with the provisions or intent of this policy will be grounds for disciplinary action up to and including termination. Certain employees may be required to participate satisfactorily in an approved employee assistance or rehabilitation program. The EAP referral does not apply to employees subject to Zero Tolerance set forth in "F" and "G" of this section.
- K. Department Directors will develop departmental procedures to carry out this policy as it pertains to their employees.

End of Addendum No.1

Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of the later date of (i) July 1, 2024, or (ii) the last date that the Agreement between the City of Bartlett and the City of Memphis and the Memphis and Shelby County Public Library and Information Center (MPL Agreement) remains in effect. (“Effective Date”) by and between the CITY of BARTLETT, TENNESSEE, a Tennessee municipal corporation (herein the “CITY” or “CLIENT”) and AVENU INSIGHTS & ANALYTICS, LLC, a Delaware limited liability company (herein “AVENU” or “CONSULTANT”), and collectively the parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

W I T N E S S E T H:

WHEREAS, the CONSULTANT desires to operate the Bartlett Public Library, located at 5884 Stage Road, Bartlett, TN, and provide all library management services, staffing, and ancillary services related thereto (collectively referred to herein as the "Services"), which Services are described in EXHIBIT A, Statement of Work which is attached hereto and incorporated by reference, in accordance with the terms and conditions set forth in the Agreement. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to provide the Services at the Library, and

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the Services at the Library in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work which is attached hereto and incorporated by reference, in accordance with the terms and conditions set forth in the Agreement. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. Maintenance and Repair of Premises: Maintenance and repairs of the Library shall be the responsibility of the CITY, except for damage caused by the CONSULTANT, its agents, servants and/or employees that would not be considered ordinary wear and tear. The CITY will provide janitorial services for the Library, all necessary grounds keeping services, and all utility services for the Library including electrical, internet, telephones, plumbing, and HVAC.
3. Additional Services: In the event the CITY requests that the CONSULTANT perform additional services not covered by the Statement of Work, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into a written agreement regarding the additional services.

B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule, and attached hereto and incorporated by reference herein.

C. General Provisions

1. **Term of the Agreement:** The initial term of this Agreement shall be for a period of three years (3) beginning on the later date of (i) July 1, 2024 or (ii) the last date that the Agreement between the City of Bartlett and the City of Memphis and the Memphis and Shelby County Public Library and Information Center (MPL Agreement) remains in effect and will automatically renew for three (3) successive one (1)-year terms (“Renewal Term(s)”) unless either party provides written notice of its intent to not automatically renew the Term or Renewal Term at least ninety (90) days prior to the end of the Term or Renewal Term. In the event the MPL Agreement does not terminate by October 1, 2024, this Agreement will not take effect. Either party shall have the right to either suspend performance hereunder or to terminate this Agreement in the event of a material breach by the other party. Material breach shall be defined as a significant failure to fulfill an essential obligation of the Agreement that substantially defeats the purpose of the Agreement or deprives the injured party of a major part of the Agreement. This type of breach will strike at the central meaning of the Agreement, involving a failure to perform the essence of the Agreement and rendering the Agreement irreparably broken. The term material breach shall also mean (i) if CONSULTANT fails to obtain or maintain insurance as required under this Agreement or (ii) if any of CONSULTANT’s personnel (a) is charged with gross misconduct of either a professional or personal nature; (b) has his or her professional license suspended, lapsed, revoked, placed under probation, or otherwise formally acted against; (c) is convicted of a crime other than a minor traffic violation; (d) has a guardian or conservator appointed by a court of competent jurisdiction; (e) becomes disabled or impaired to the extent that he or she is unable to perform the duties required by this Agreement; or (f) fails to adhere to the Tennessee Standards for Public Library in the Regional Library System, revised 2018, where applicable to CONSULTANT’s personnel or fails to provide the Services or conduct themselves in accordance with Best Industry Practices, including, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar service, obligation, undertaking, or activity and utilizing and applying skilled resources with the requisite level of expertise. Provided, however, in the event that the conduct of any of CONSULTANT’s personnel or personnel of any other entity furnishing Services on behalf of CONSULTANT is deemed by the CLIENT to be of such a nature as to present a danger to patrons of the Library or to bring the Library into disrepute, the CLIENT may require the CONSULTANT to suspend such personnel immediately, and shall not be required to provide written notice to CONSULTANT specifically identifying the material breach prior to said suspension, until a thorough investigation is conducted. Any such suspension of performance or termination for material breach may be made only by providing thirty (30) days prior written notice to the other party, specifically identifying the material breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such material breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial thirty (30) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the

hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.

2. Mutual Termination: The parties may mutually agree, in writing and via an amendment to the Agreement, to terminate this Agreement at any time.
3. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to CONSULTANT's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.
4. Conflict of Interest. CONSULTANT declares that neither the Mayor, nor any Aldermen, nor any other CITY official holds a direct or indirect interest in this Agreement. CONSULTANT pledges that it will notify the CLIENT in writing should any CITY official become either directly or indirectly interested in this Agreement. CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.
5. Disputes. Any dispute concerning a question of fact in connection with this Agreement not disposed of by agreement between the CLIENT and CONSULTANT shall be referred to the Mayor, or his duly authorized representative and, if the dispute has not been resolved by the Mayor within ten (10) days to the satisfaction of the CLIENT and CONSULTANT the matter shall be resolved in accordance with the provisions of Section 30 of this Agreement.
6. Compliance with Laws. Each party agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting its obligations under this Agreement.
7. Collection of Fees. All fines, fees and any other funds collected from library users by CONSULTANT are the property of the CITY and shall be used as directed by CLIENT.
8. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

9. **Subcontractors:** CONSULTANT shall not have the right to hire subcontractors to provide the services described herein without prior written approval from the CLIENT. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
10. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:**City of Bartlett**

Attn: Mayor David Parsons

6400 Stage Road,

Bartlett, TN 38133

Phone: (901) 385-6444

Email: ssones@cityofbartlett.org**If to CONSULTANT:****Avenu Insights & Analytics, LLC**

Attn: Contracts Department

5860 Trinity Parkway., Suite 120

Centreville, VA 20120

Email: contracts@avenuinsights.com

11. **Representative or designees:** CONSULTANT Primary Representative/Project Manager shall be:

Jim Hulley, Client Services ManagerPhone: 901.361.7082 Email: Jim.Hulley@avenuinsights.com

12. **Indemnity:** The CONSULTANT hereby agrees to indemnify and hold the CLIENT harmless from and against any and all liability, losses, claims, or causes of action, and expenses incurred therewith (including reasonable attorney's fees and court costs), caused or asserted to have been caused, directly or indirectly, by or as a result of the negligent acts, errors, or willful omissions of the CONSULTANT, its agents, servant and/or employees in the performance of this Agreement, unless such liability, losses, claims, or causes of action, and expenses incurred therewith arise out of, or are caused by the willful misconduct of the CLIENT. CONSULTANT will carry sufficient general liability insurance to provide the above indemnification.
13. **Limitation of Liability:** IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO TWO TIMES THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE

CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

14. Warranties. CONSULTANT warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then CONSULTANT will, to the maximum extent allowable by third-party vendors, pass-through to CLIENT all warranties for materials furnished under this Agreement. CONSULTANT will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. CONSULTANT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
15. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice. The Consultant shall provide the CLIENT with certificates of insurance evidencing the coverage's required above. Such certificates shall provide that the CLIENT be given at least thirty (30) days prior notice of any cancellation of, intention not to renew, or material change in such coverage. The CONSULTANT shall provide certificates of insurance to the CLIENT before occupying the Library and annually thereafter. The CONSULTANT hereby acknowledges that the purchasing and maintaining of insurance as required herein does not relieve the CONSULTANT of any responsibilities or obligations for which the CONSULTANT may otherwise be liable. The CONSULTANT'S failure to provide and continue in force such insurance as required above shall be deemed a material breach of this Agreement.
16. Publicity. CONSULTANT shall not speak publicly on behalf of Bartlett Public Library without the prior written consent of the CLIENT. CONSULTANT shall not use specific information regarding services provided to the Bartlett Public Library pursuant to this Agreement for CONSULTANT marketing or advertising purposes without the prior written consent of CLIENT.
17. Equal Employment Opportunity. In carrying out its services under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color,

national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

18. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
19. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
20. Ownership, Use, and Return of Data and Documents: Except for CONSULTANT'S preexisting proprietary information and processes, all information, records, documents, files, data, and other items relating to the business of CLIENT, whether prepared by CLIENT or CONSULTANT or otherwise coming into the possession of CONSULTANT in connection with performing the Services or otherwise during the Term will remain the exclusive property of CLIENT.
 - i. Use of Information. Notwithstanding the above, CONSULTANT shall not utilize the patron list of the Library, Library circulation records kept for the purpose of identifying the borrower of items available through the library, or any other information-identifying patrons of the Library (collectively, "Patron Data") for any commercial use or any use not in accord with the provision of Services under this Agreement.
 - ii. Asset Ownership. Upon the termination or expiration of this Agreement for any reason, all information relating in any way to the operation of the Library shall remain the property of the CLIENT and all systems and data, including full computer system data backup, relative to same shall, to the extent necessary or desirable as determined by the CLIENT, be transferred by CONSULTANT to the CLIENT. All property purchased by CONSULTANT relating to the operation of the Library with funds provided by the CLIENT shall be deemed to have been purchased by CONSULTANT as agent for the CLIENT, and title to same shall be vested in the CLIENT; and CONSULTANT shall to the extent necessary or desirable, at the request of the CLIENT, execute and deliver appropriate documents to confirm the foregoing.
21. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.

22. Access to Facilities and Insurance. CLIENT agrees to provide CONSULTANT with reasonable access to CLIENT facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.
23. Taxes. If CLIENT is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the CLIENT under this Agreement. CONSULTANT may be considered a limited agent of CLIENT for the sole purpose of purchasing goods or services on behalf of CLIENT without payment of taxes from which CLIENT is exempt.
24. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT (“Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
25. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.
26. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
27. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party’s right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or

substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

28. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
29. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
30. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Tennessee, without reference to the principles of conflict of laws.
31. Mediation. In the event there should be a dispute between the parties to this Agreement that they are unable to resolve, the parties agree that they will submit said dispute to voluntary, non-binding mediation in Shelby County, Tennessee. The parties will attempt in good faith to agree upon a mediator, but if they are unable to do so, the parties will each appoint one representative, and the representatives so appointed will select the person who is to mediate the dispute. Only if such dispute cannot be resolved by good faith mediation shall either party have the right to file suit against the other. Jurisdiction and venue for any such litigation shall lie only in a court sitting in Shelby County, Tennessee.
32. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
33. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
34. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CLIENT"
City of Bartlett

"CONSULTANT"
Avenu Insights & Analytics, LLC
 a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

A.1 LIBRARY FACILITIES MANAGED SERVICES

Objectives and Methods

Avenu Insights & Analytics, LLC (“AVENU”) will administer the operations of the City of Bartlett’s (“CLIENT”) library facilities (collectively, “Library”), including the accounting for, purchase of, and payment for payroll services, and goods and services from vendors for budgeted Library Materials (as defined below) and Integrated Library System (“ILS”) (as defined below) sufficient to operate the Library in accordance with the policies and guidelines to be developed and approved by CLIENT, and thereafter attached hereto, via an amendment, as Appendix I.

Statement of Work

AVENU shall provide, by and through its own employees or independent subcontractors ("AVENU Staff") any labor AVENU deems necessary for the operation of the Library. The cost of the AVENU Staff shall be paid by AVENU and is included in the Compensation Schedule, set forth in Exhibit B. AVENU will interview all existing Memphis Public Library (“MPL”) Library Staff currently employed at the Library, but shall have the sole and absolute right to hire and/or terminate the employment of any member of the MPL Library Staff to perform work under this Agreement. AVENU will provide the appropriate staffing levels to keep the Library open for the following mutually agreed upon hours:

- Monday – Thursday: 10:00 am through 8:00 pm (CST)
- Friday – Saturday: 10:00 am through 6:00 pm (CST)
- Sunday: 1:00 pm through 5:00 pm (CST)

AVENU Responsibilities

1. Governance: Develop and maintain effective working relationships with local staff, elected officials, Library Board members, other appointed officials and community groups such as the Friends of the Library.
2. Fiscal Responsibility:
 - a. Maintain effective and efficient financial procedures. Local accounts payable shall be given highest priority.
 - b. Review Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
 - c. Lead and assist in the preparation of annual operating and capital budget requests.
3. Management and Reporting: Prepare and provide quarterly reports to CLIENT, of Library activities and resources to assist with reporting to the State and recommendations for changes in policies,

activities, procedures and operations where necessary and/or appropriate.

4. Staff Development and Coaching:

- a. Support orientation and professional development of Library Staff.
- b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

5. Public Services:

- a. Provide prompt, and accurate assistance in the use of the Library.
- b. Provide prompt and professional circulation and information services.

6. Collections: Provide high quality materials on a wide variety of subjects in varied formats for all age groups present in the community, according to established collection management plans.

7. Programming: Provide high quality, effective educational, recreational and cultural programs of interest to all age groups present in the community.

8. Marketing: Promote use of the Library, resources and services.

9. Facilities: Work with Library Staff, the CLIENT contractor and local officials to identify and report problems with the physical plant. Costs for repairs, maintenance and/or upkeep of facility as well as any patron accommodations regarding the Library facilities required by the Americans with Disabilities Act (ADA) or any similar federal, state or local regulations are the responsibility of CLIENT.

10. Information Technology:

- a. Be responsible for providing and supporting the Library's Integrated Library System (ILS) required to effectively operate the Library.
- b. Advise the CLIENT as to recommendations in the area of technology that would enhance service and/or decrease overall operating costs.
- c. Advise the CLIENT as to recommendations regarding guidelines on measurable IT service level objectives.
- d. Advise the CLIENT as to recommendations, when necessary, to replace software, hardware and related peripherals, for both the use by Library Staff and for the service of the general public. The CLIENT will provide, maintain and service computer networks, wifi and equipment. Advise the CLIENT as to recommendations regarding guidelines on measurable IT service level objectives.
- e. Additional IT services may be provided by Avenu, via Change Order or Amendment to the Agreement, at an additional and to be determined cost, upon the mutual written consent and agreement of the Parties. These additional IT services may include additional software and associated licensing, software configuration and support as well as daily hardware troubleshooting and support. Wi-Fi and Internet connectivity and Wi-Fi access points may also be supplied by AVENU, via Change Order or Amendment to the Agreement, for an additional and to be determined cost, upon the mutual written consent and agreement of the

Parties.

11. Library Materials: On behalf and for the benefit of CLIENT, AVENU will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs.

CLIENT Responsibilities

1. Maintenance and Repair of Premises: Maintenance and repairs of the Library shall be the responsibility of the CLIENT, except for damage caused by AVENU and/or its employees that would not be considered ordinary wear and tear. The CLIENT will provide janitorial services for the Library, all necessary grounds keeping services, and all public utility service as well as telephones and internet.
2. AVENU will provide the CLIENT with examples and recommendations of industry best practices for library policies and guidelines and thereafter, the CLIENT shall be responsible for developing and approving policies and guidelines for operation of the Bartlett Public Library and shall provide said policies and guidelines to AVENU, to be attached hereto, via amendment, as Appendix 1.

Any request by AVENU or the CLIENT to change the hours of operations, staffing, rates, or any other operational aspect at the Library must be submitted in writing, and shall not take effect until such time, if any, as the parties mutually approve same, and such approval not to be unreasonably withheld, conditioned, or delayed.

A.2 LOCAL OCCUPANCY TAX AUDIT SERVICES

Objectives and Methods

AVENU's Local Occupancy Tax Audit Service is intended to assist the CLIENT in maximizing tax revenue it is entitled to through an examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the occupancy tax. Avenu will provide Local Occupancy Tax Audit Services for two (2) hotels of the CLIENT's choosing.

Scope of Services

Audit Services

- Perform examinations of the records of those providers requested by CLIENT to warrant further investigation.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each lodging provider requiring examination.
- In coordination with CLIENT staff, schedule, and conduct reviews at the property locations or remotely of those providers identified and authorized for examination.
- Verify accuracy of filed lodging tax returns with daily and monthly activity summaries.
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries if applicable.

- Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns if necessary.
- Review exempted revenue for proper qualifying documentation.
- Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the CLIENT ordinance.
- Where possible, compare the State lodging tax filings with CLIENT's tax returns.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods.
- Coordinate with designated CLIENT official(s) as necessary to review findings and recommendations.
- Prepare draft Notices of Deficiency Determination, commendation, and credit letters, as applicable, for CLIENT to advise lodging providers of examination results
- Provide assistance to CLIENT in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

AVENU Deliverables

Audit Services

- Provide CLIENT staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined.
- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, or commendation letters as applicable;
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CLIENT staff; and
- Provide other collections advice upon request.

CLIENT Assistance

- Provide AVENU with the records of those taxpayers authorized by CLIENT for examination
- CLIENT agrees provide signed audit authorization letters on CLIENT letterhead as needed within thirty (30) days of request.
- CLIENT agrees to provide AVENU with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign and approve letters and notices, as required.

A.4 DIGITAL PROCESSING SERVICES

Overview

AVENU helps communities preserve records by digitizing historical, legal, financial, and administrative records. Over the last 40 years, AVENU's knowledgeable experts have digitized and transcribed billions of documents and images, securing from wear and tear, accidents, and natural disasters.

AVENU's Digital Transformation Services include the digitization of documents in any format, size, and condition. AVENU then creates a secure digital archive.

Scope of Work

Project Review

- AVENU will perform a four (4) Hour On-Site visit to review condition, inventory, and scope of documents to identify potential digitization project(s) and will provide CLIENT with a digitization project plan. This digitization project plan may include the Optional Digitization Project previously provided by AVENU and set forth below.

Digitization Services

- CLIENT's one-time Ten Thousand Dollar (\$10,000) Digitization Project Credit for AVENU's Digital Processing Services may be utilized for the following:
 - Transportation of materials to be digitized (e.g., documents, records, and files) to and from AVENU's Dallas digitization facility.
 - Preparation of materials to be digitized (e.g., documents, records and files) for scanning, including removal of staples and paperclips. Re-preparation of materials re-preparation, including placing the documents in the original order they were found, but not including replacing staples and paperclips.
 - Scanning/Filming: Scanning each page, double-sided, rendering 300 dpi grayscale images.
 - File Delivery of digitized images via USB.
 - The Optional Digitization Project – Bartlett TN Historic Court Records 1984-2023.
 - Additional digitization Consulting Services, to be provided at prevailing rates.

Optional Digitization Project - Bartlett TN Historic Court Records 1984-2023

AVENU has provided the CLIENT with the following Optional Digitization Project for Bartlett TN Historic Court Records 1984-2023.

Optional Digitization Project Assumptions:

- Approximately 400 banker boxes
- Each banker box contains approximately 90 files
- Each file includes an average of 7 pages of paper, and each page is double sided, for a total of an average of 14 images per file
- 50% of the pages are double sided.
- 90% of the pages are 8.5"x11" and less than 10% are Legal Size
- All pages appear to be in good shape.
- Indexing will be by name (first & last) and date of birth and either social security number (preferred or docket number)
- 100 box minimum quantity required per Project Phase
- Estimated total of pages to scan: 504,000
- Estimated total files to index: 36,000

EXHIBIT B
COMPENSATION SCHEDULE

The CLIENT shall compensate AVENU for the Services at the Library in accordance with the following Compensation Schedule:

TOTAL LIBRARY CONTRACT FEES*

Period	Library Personnel, Management & Operations	Library Books & Materials	Total Annual Contract Amount
Term Year One	\$1,170,000	\$90,000	\$1,260,000
Term Year Two	\$1,228,500	\$94,500	\$1,323,000
Term Year Three	\$1,289,925	\$99,225	\$1,389,150
Renewal Term Year One	\$1,354,421	\$104,186	\$1,458,608
Renewal Term Year Two	\$1,422,142	\$109,396	\$1,531,538
Renewal Term Year Three	\$1,493,249	\$114,865	\$1,608,115

*The above-referenced Total Library Contract Fees include the cost for Local Occupancy Tax Audit Services for two (2) hotels of the CLIENT's choosing and a one-time Ten Thousand Dollar (\$10,000) Digitization Project Credit for AVENU Digital Processing Services.

- The Compensation Schedule is contingent on other existing contractual terms, obligations and responsibilities remaining the same. Pricing covers items explicitly outlined in the RFQ response. Any elements not expressly defined within the RFQ response fall under the CLIENT's responsibility.
- Avenu will invoice the CLIENT 1/12th of the total annual contract amount per month for the Total Library Contract Fees.
- All fines and fees as determined solely by the CLIENT and collected by the Library, will be remitted to the CLIENT, as collected – per the CLIENT's (to be determined) requested accounting schedule.
- Any increases in the minimum wage mandated by federal, state or local governments are not included in the above Operating Budget and Charges, and if applicable, will be added to the Personnel costs and passed on directly to the CLIENT in the total Annual Contract Value and Monthly Payment amounts.

OPTIONAL DIGITIZATION PROJECT - BARTLETT TN HISTORIC COURT RECORDS 1984-2023

In the event that AVENU provides digital processing services the Optional Digitization Project, AVENU shall provide the Digitization Services for the Sample Digitization Project – Bartlett TN Historic Court Records 1984-2023 according to fees set forth in the following compensation schedule. As noted above, the fees set forth are based upon a minimum quantity of 100 boxes per project phase.

AVENU and CLIENT understand that quantities, if listed, are often estimates and that AVENU will invoice CLIENT for actual quantities of service items performed and/or produced.

Optional Digitization Project Fees (based upon a Minimum Quantity of 100 Boxes Per Project Phase)

Digitization Services	Term Year 1	Term Year 2	Term Year 3	Renewal Term Year 1
Cost To Scan – PER UNIT PRICE	\$0.25	\$0.27	\$0.29	\$0.31
Cost To Index – PER UNIT PRICE	\$1.75	\$1.84	\$1.93	\$2.02
Transportation Fee (PER 100-150 BOXES)	\$1,500	\$1,650	\$1,815	\$1,996

Also included below is a sample Project Plan and Compensation Schedule and estimated Fees for the Optional Digitization Project.

Term Year 1	Unit Price	Quantity	Estimated Cost*
Cost To Scan	\$0.25	126,000	\$31,500
Cost To Index	\$1.75	9,000	\$15,750
Transportation Fee (100-150 Boxes)	\$1,500	100 Boxes	\$1,500
ESTIMATED TOTAL (*Billed at actual quantities of service items performed and/or produced.)			\$48,750

Term Year 2	Unit Price	Quantity	Estimated Cost*
Cost To Scan	\$0.27	126,000	\$34,020
Cost To Index	\$1.84	9,000	\$16,560
Transportation Fee (100-150 Boxes)	\$1,650	100 Boxes	\$1,650
ESTIMATED TOTAL (*Billed at actual quantities of service items performed and/or produced.)			\$52,230

Term Year 3	Unit Price	Quantity	Estimated Cost*
Cost To Scan	\$0.29	126,000	\$36,540
Cost To Index	\$1.93	9,000	\$17,370
Transportation Fee (100-150 Boxes)	\$1,815	100 Boxes	\$1,815
ESTIMATED TOTAL (*Billed at actual quantities of service items performed and/or produced.)			\$55,725

Renewal Year 1	Unit Price	Quantity	Estimated Cost*
Cost To Scan	\$0.31	126,000	\$39,060
Cost To Index	\$2.02	9,000	\$18,180
Transportation Fee (100-150 Boxes)	\$1,996	100 Boxes	\$1,996
ESTIMATED TOTAL (*Billed at actual quantities of service items performed and/or produced.)			\$59,236

SAMPLE AUDIT LETTER

<Date added by City>>

General Manager / Owner

<<Hotel Name>>

<<Hotel Address>>

<<City, State, Zip>>

Re: Hotel Occupancy Tax Compliance Review

Dear Lodging Provider:

Please be advised that the City of <<CITY>> commissioned Avenu Insights & Analytics, to conduct a review of all local lodging providers to ensure compliance with the City's Hotel Occupancy Tax ordinance. Avenu will soon contact you directly to schedule an examination of records at your property. Detailed information to aid you in preparation will be provided at that time.

To facilitate the timely completion of the review, the City expects you to extend full cooperation to Avenu's representatives. You may be assured that the City of <<CITY>> will use the information obtained through this review solely for purposes related to the administration of its Hotel Occupancy Tax.

Sincerely,

<<City Contact>>

<<Contact Position>>

City of <<City>>

APPENDIX 1

TO BE PROVIDED BY CLIENT, AND ATTACHED HERETO VIA AMENDMENT

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/09/24 06:00 PM

Department: Board of Mayor and Aldermen

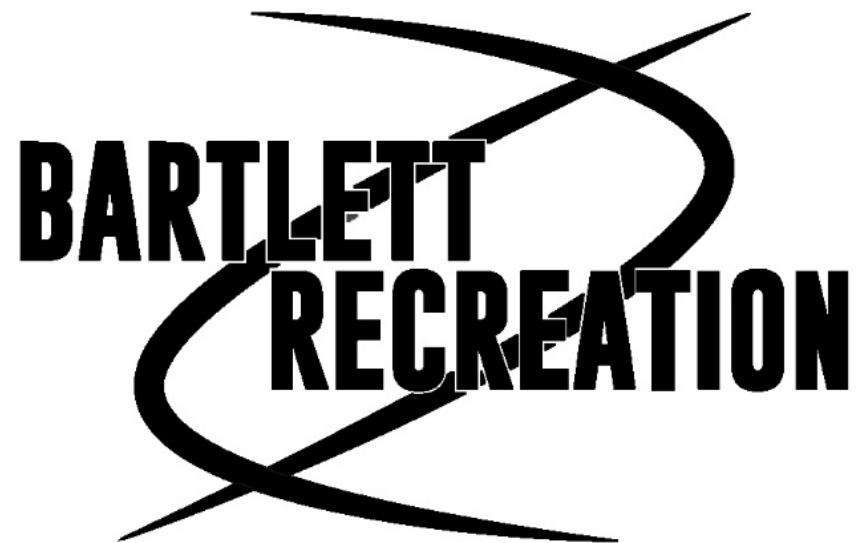
Category: Agreement

Prepared By: Penny Medlock

Department Head: David Parsons

Contract with the YMCA for managed services for the Bartlett Recreation Center.

Recommend accepting the proposal from the YMCA for the managed services of the Bartlett Recreation Center.



7700 Flaherty Place • Bartlett, 38133

Membership Growth in 2024

New resident welcome packet

"FREE DAY" - 3/18/24 and 9/23/24

Aerobathon & Fall Fit Festival - Community events

Membership offering changes

Limited Time Discounts offered - "sign up today"

"Pay now - get a free X

Referral program - sign a friend up - get X - new member gets Y (win/win)

Pay for multiple years (in full) get multiple free months (i.e. 5 years - 5 free months)

Social media - Discount codes - Influencers

Change in membership refund policy to no refunds

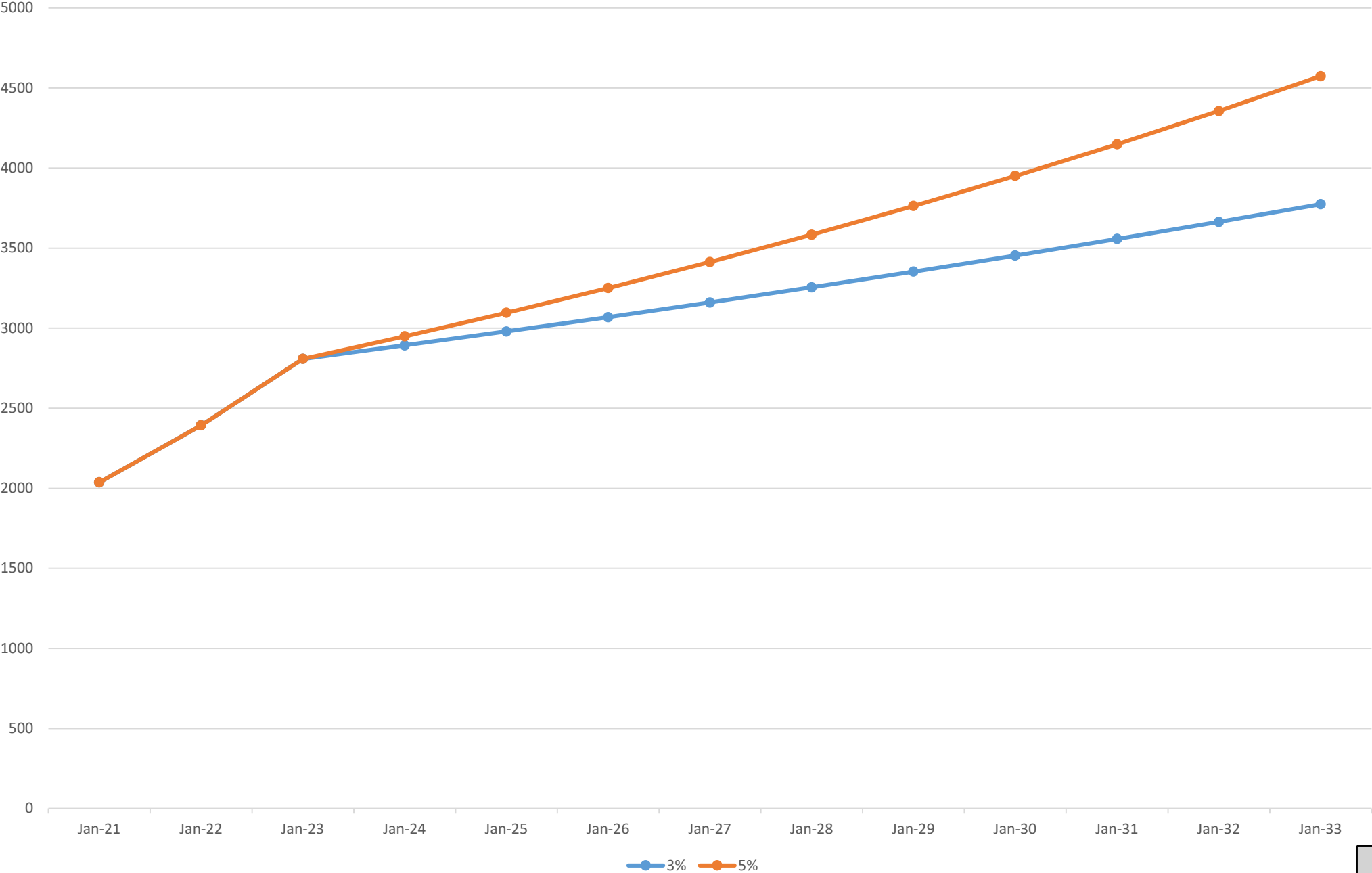
Tour Card - 4 point touch for guests and new members

Membership retention process - updating payment info/usage follow-up

Community Event involvements

Youth special events

BRC Membership Growth



Steps to increase revenue

FY25 Rate increase - 17%

Fee increases: 18% - 25%

Rebranding

Outside Contracted Programming/Training

Leasing of Cardio Equipment

Outdoor Fitness Trail

Indoor Functional Fitness

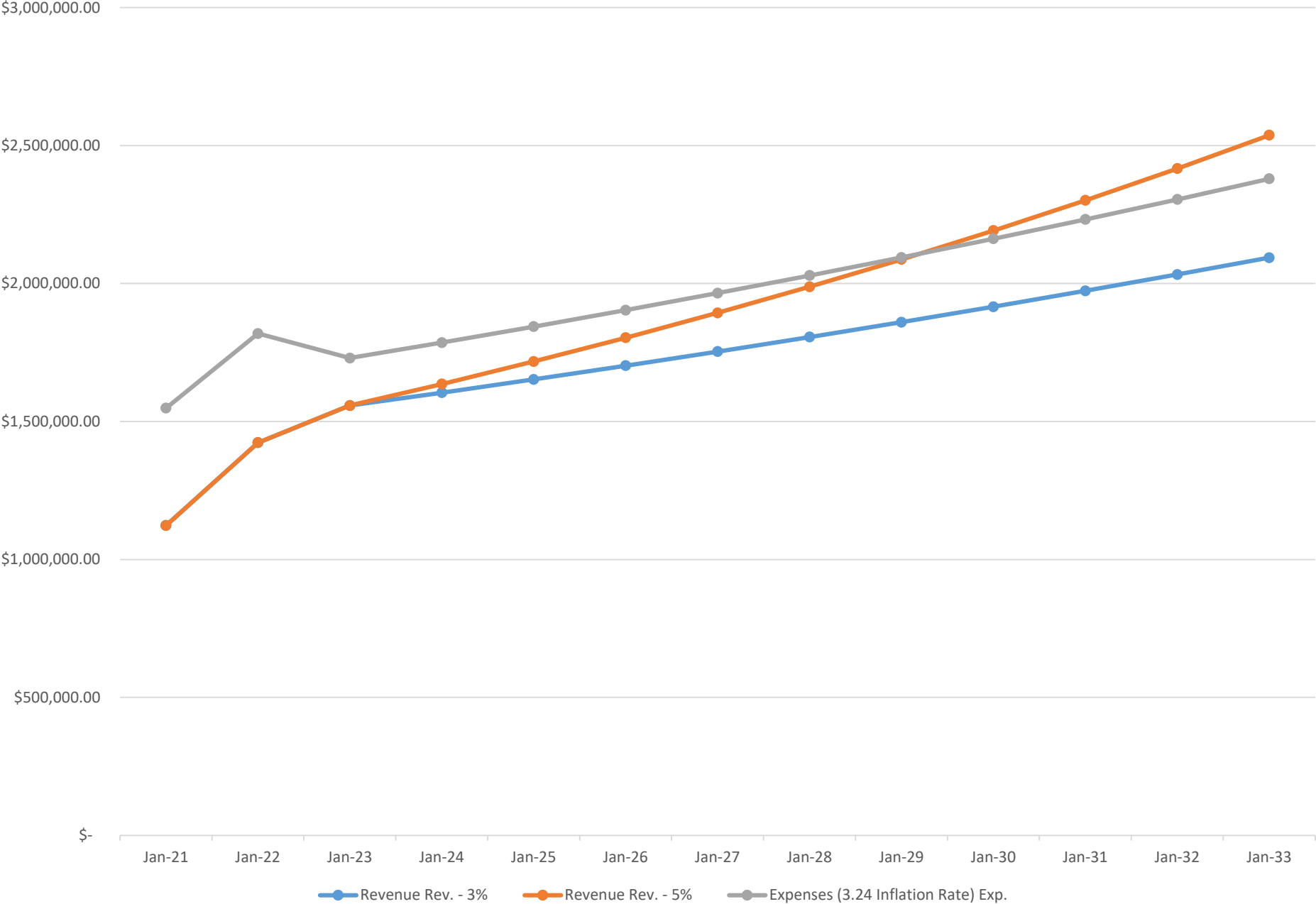
Reclassify/repurpose under-utilized space

Transfer Optum/AARP/Silver Sneakers

Media Marketing - Targeted Advertisements

New Parks/Rec Software

Revenue vs Expenses Crossover Point



Attachment: BRC Presentation (3473 : Managed Services for the Bartlett Recreation





OUR MISSION

To put Christian principles into practice through programs that build **healthy spirit, mind and body for all.**

OUR PURPOSE

At the Y, **strengthening community** is our cause. Every day, we work side-by-side with our neighbors to make sure that everyone regardless of age, income, or background, has the opportunity to learn, grow, and thrive.

OUR FOCUS

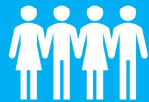
We believe that to bring about meaningful change in individuals and communities, we must be focused and accountable. That's why we focus our work in three key areas that are fundamental to strengthening community: **Youth Development, Healthy Living, and Social Responsibility.**

**The Y is about people,
because people are the Y.**

OUR YMCA



7,700+
Seniors



250,000+
people



100+
partners



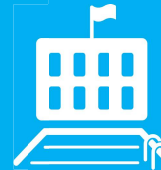
5,000+
volunteers



1000+
employees



7+ Million
in free and subsidized
programs to youth,
families, and seniors
seeking health and
community



**11 Traditional Centers and
200+ Total Program Sites**

YOUTH DEVELOPMENT



15,000
Children in
Childcare



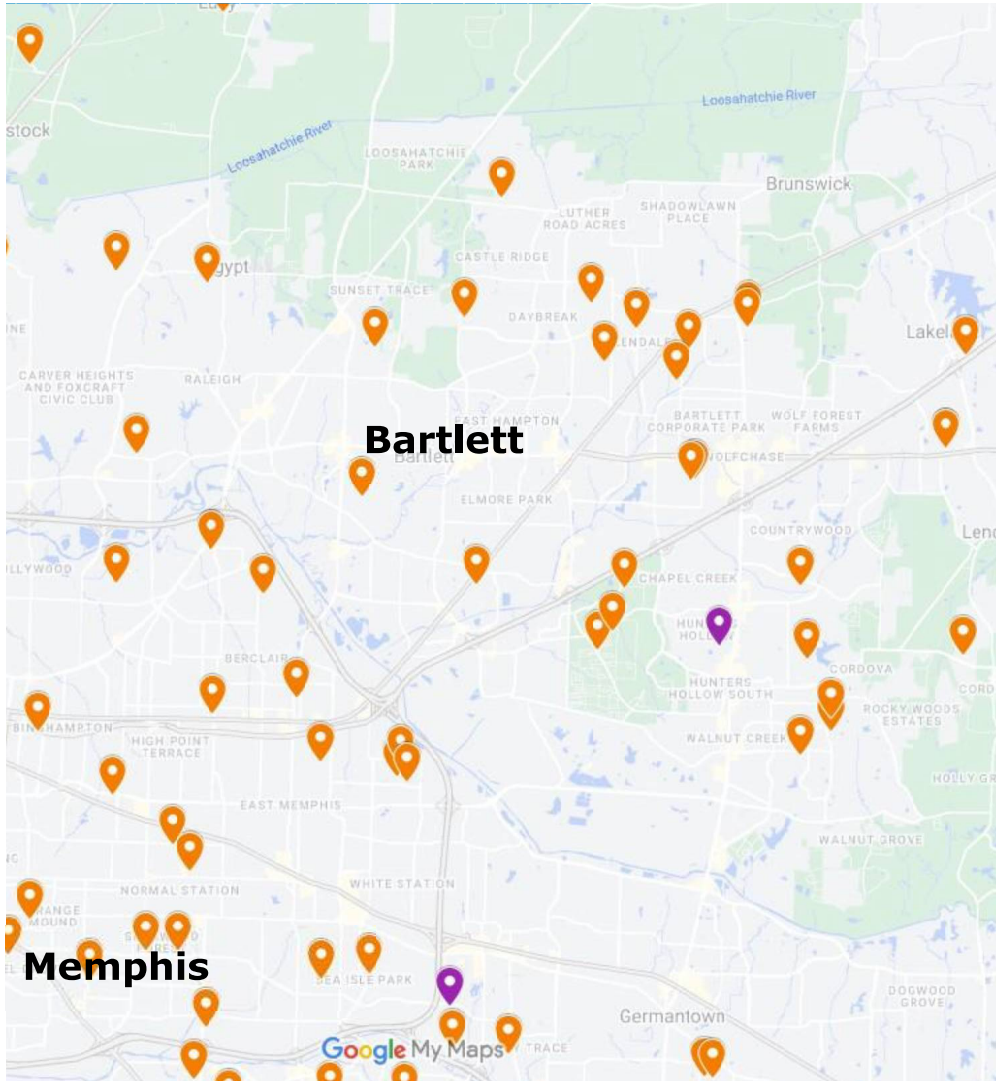
140+
childcare sites



8+ million
meals served



100,000+
children



BARTLETT AREA REACH

- 3,000+ Bartlett residents are YMCA members & program participants
- 600+ students served daily
- 7 Bartlett Schools in YMCA Before & After Care program
- 1,500 + children fed per week in YMCA Programs
- Summer Learning Academy
- Summer Day Camp Programs

YOUR COMMUNITY, YOUR YMCA



*Though many programs and services are shared among YMCAs, each has a **uniqueness** all it's own to **reflect the individual needs** of the community it serves.*

PUBLIC-PRIVATE PARTNERSHIP



CITY OWNERSHIP

- The YMCA will enter into a 25 year lease agreement with the City of Bartlett.

YMCA OPERATOR

- The YMCA of Memphis & the Mid-South will Manage & Operate the Bartlett Recreation Center as the New City of Bartlett YMCA.

PARTNERSHIP BENEFITS



\$400,000+ Short-Term Investment

State-of-the-Art
Equipment & Facility
Updates



3,500+ Membership Units



Financial Benefits

Provide annual savings
to City of Bartlett



Functional Expertise

in Operations, Community
Engagement, Health &
Wellness, Childcare,
Aquatics, Active Older
Adults



\$3,000,000 Investment Outdoor Pool & Summer Experience



PARTNERSHIP LOGISTICS & STRUCTURE

MEMBERSHIP

CURRENT BRC RATES

Yearly Payment Reflects
10% Discount

Monthly Payments Require
Annual Membership Agreement

Bartlett Resident	Annual	Monthly
Adult (16-61)	\$357	\$33
Household	\$555	\$52
Senior (62+)	\$272	\$25
Senior Household (62+)	\$406	\$38

Non-Resident	Annual	Monthly
Adult (16-61)	\$555	\$52
Household	\$837	\$78
Senior (62+)	\$493	\$46
Senior Household (62+)	\$752	\$70

- **MEMBERS KEEP CURRENT RATES**

All Active Members at Bartlett Recreation Center will stay at their current rates.

- This includes special rates such as City of Bartlett and Bartlett City Schools Employee Rates.

- **ONE WAY RECIPROCITY**

Bartlett Members can use any YMCA of Memphis & the Mid-South Facility with their membership at no extra cost.

Bartlett members will also have access to all YMCA Facilities nationwide.

TEAM MEMBERS

BARTLETT RECREATION CENTER STAFFING TRANSITION:

- **All EMPLOYEES OFFERED POSITIONS**
 - Employees will be offered their current or comparable position at the same or comparable salary as part of the transition with the YMCA or the City of Bartlett.
 - This includes long-term and legacy employees and any other employees identified by the City of Bartlett.
 - Years of Service Match
- **EASY & EXPEDITED HIRING PROCESS**
 - On-site Hiring Events
 - Joint Employees (Employees who already work for the YMCA and Bartlett Rec Center)

PART-TIME BENEFITS

- Free YMCA Membership
- Free Before & After Care
- Free Holiday Camp
- Free Summer Camp
- Retirement Plan - Employer-funded upon eligibility
- 403B Voluntary Savings Plan
- Flexible Work Schedules
- Discounted Program Fees
- Training & Advancement Opportunities
- MEMPHIS Plan healthcare for qualified Tennessee employees

FULL-TIME BENEFITS

- Includes Part-Time Benefits listed above, in addition to the following:
 - Medical and Dental Insurance
 - Disability Insurance
 - Life Insurance
 - Paid Time Off Benefits (Vacation, Sick, Holidays, Personal days)
 - Medical & Dependent Care Flex Program

FACILITY MAINTENANCE



INTERIOR EQUIPMENT

- The YMCA is responsible for the interior equipment, non-building related, such as fitness, childcare, and other equipment.

ONGOING MAINTENANCE

- The YMCA will be responsible for all routine and facility/grounds maintenance repairs up to \$10,000.

MAJOR CAPITAL EXPENSES

- The City of Bartlett will budget \$100,000 annually for capital replacement expenditures, as specified in the agreement. This will be evaluated by the Board annually.

ADVISORY BOARD

- **The Mayor of the City will Nominate members in accordance with the Charter of the City and approved by the Mayor and Board of Alderman**
- **Functions of the Board**
 - Advocacy
 - Oversight
 - Fundraising
 - Operational Recommendations
 - Communications

Members of the Board:

- (1) City of Bartlett YMCA Executive Director or Designee
- (1) CEO of the YMCA or Designee
- (1) City of Bartlett Parks and Recreation Director
- (6) City Residents Nominated from each Alderman

Advisors:

- (1) City of Bartlett City Attorney or Assistant City Attorney
- (1) City of Bartlett Chief Administrative Officer



OUR INVESTMENT

SHORT-TERM INVESTMENT



2024 INVESTMENT

\$325,000 EQUIPMENT

- New Strength & Cardio Equipment
- Upgrade Programmatic Equipment

\$50,000 FACILITY

- Facility Enhancements

\$25,000 RESOURCES

- Leadership Resources
- Additional Programs and Services
- Infrastructure Investment

LONG-TERM INVESTMENT



- **\$3 Million Investment**
 - New Summer Experience
 - Anticipated Opening Summer 2026
- **Innovative Fitness Programming Investments**
- **Annual Investments**
 - Fitness Equipment
 - Facility
 - Programs
- **Grants**
- **City of Bartlett Investment**
 - Profit Sharing Model - After all investments and operating expense

SUMMER OUTDOOR EXPERIENCE



OUTDOOR SUMMER EXPERIENCE:

- 4 to 6 Hour Experience
- Splash Pad - Water Play Feature
- Outdoor Pool
- Community Swim Lesson Hub
- Innovative Aquatics Amenities
- Food Service
- Entertainment
- Land-based Programming & Games
- Family-Friendly Environment

SUMMER OUTDOOR EXPERIENCE



CITY OF BARTLETT & THE YMCA



- **Serving More, Impacting More**
- **Building a Network of Services**
- **Programming Beyond the Walls**
- **Investing for the Future**
- **Individual Focused, Community Centered**



TOGETHER

WE CAN DO
SO MUCH MORE



QUESTIONS



Bartlett

T E N N E S S E E

HOMETOWN PROUD

the



BARTLETT RECREATION CENTER LEASE AGREEMENT

Between

CITY OF BARTLETT, TENNESSEE

And

YMCA OF MEMPHIS AND THE MID-SOUTH

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2024 (the “Effective Date”) by and between the **CITY OF BARTLETT, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter called “City”), who provides social services and recreation programming for its residents, as lessor, and **YMCA OF MEMPHIS AND THE MID-SOUTH** (hereinafter called “YMCA”), a 501(c)(3) non-profit organization experienced in youth development, health and wellness and social responsibility programming, operation and maintenance of programing, membership, and community recreational facilities, as lessee.

WITNESSETH:

WHEREAS, the City currently operates the Bartlett Recreation Center, located at 7700 Flaherty Place, Bartlett, TN, 38133, consisting of approximately 7.8 acres (Longitude - 89.88163876 and Latitude 35.26275561) located in the City of Bartlett, Shelby County, Tennessee, known as Parcel Number B0158XB00026 as shown on Tax Map number 96D in the Shelby County Tax Assessors Office and being a parcel of land owned by the City of Bartlett by deed recorded in instrument 05029798, Plat Book 217, page 29 in the Shelby County Register of Deeds Office. The Bartlett Recreation Center exists to provide quality recreational and fitness programs, services, and special events for the citizens of Bartlett and surrounding communities. The Bartlett Recreation Center provides approximately 55,000 square feet of space for the outlined activities and future activities as described herein.

WHEREAS, the City wishes to enter into this Agreement with the YMCA to operate and maintain the Bartlett Recreation Center to provide social services and recreation programming services for its residents, and under no circumstances will the YMCA engage in programming beyond what is currently offered at the Bartlett Recreation Center (i.e., youth, adult, or senior sports or other programming) without an amendment or extension of this agreement; and

WHEREAS, City recognizes the benefits of this Agreement with the YMCA; and

WHEREAS, City and YMCA have coordinated in developing this Agreement; and

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, and the mutual covenants hereinafter set forth, the City hereby leases to the YMCA, and the YMCA hereby leases from the City, subject to the terms and conditions hereinafter expressed, the Bartlett Recreation Center, and the parties agree as follows:

1. **Bartlett Recreation Center Staffing Transition:**

- a. All current full-time, part-time, and contract Bartlett Recreation Center employees will be offered their current or comparable position at their base wage or current salary as part of the transition. This includes long-term and legacy employees and any other employees identified by the City of Bartlett. The following are examples of how comparable titles and salaries would work within the transition:
 - i. The City may use the title manager, and the YMCA may use the title director. The existing City employee would transition the title to director.
 - ii. The City may have an hourly employee who receives overtime pay on a regular basis. The YMCA will analyze the position according to the employee's job duties and responsibilities and, based upon the YMCA's analysis, will either classify the position as exempt from overtime or will

classify the position as non-exempt receiving overtime.

- b. The YMCA will honor each employee's time in service with the City and will provide YMCA employee benefits in accordance with each employee's classification (full-time or part-time) and years of service within eligibility requirements.
- c. All current Bartlett Recreation Center employees must pass a drug screen and background check as part of the YMCA's onboarding and hiring process. As part of this process, the YMCA will provide onsite onboarding events at the Bartlett Recreation Center and a series of offsite onboarding events as part of the staffing transition.
- d. There will be a special hiring process designed to ensure a smooth transition, which will include the following:
 - i. All current Bartlett Recreation Center positions will be posted for only Bartlett Recreation Center employees. Employees in the current position will be given preference for each correlating position.
 - ii. The YMCA and City will host joint individual meetings with all full-time employees. This will explain the process and present opportunities of employment for both organizations.
 - iii. The YMCA will then hold on-site meetings for all part-time employees to go through the hiring process. The YMCA will process background checks, administer drug screens, and complete all paperwork at the time of this on-site meeting/hiring event.
 - iv. All full-time eligible employees who choose to join the YMCA will go through the YMCA's Human Resources process.

- v. During the transition, the YMCA will have current leadership team members on-site within 30 days after the effective date of this agreement to ensure a very smooth transition and be prepared to immediately fill gaps with current employees if a current Bartlett Recreation Center employee doesn't choose to transition to the YMCA. The YMCA will take over the full operations within 90 days after the effective date of this agreement.
- vi. Once all pre-hire paperwork is completed, all employees will go through an orientation with the YMCA that will be global to the organization and then will also have a department-specific orientation.
- e. All full-time, part-time, and contract employees who complete the YMCA's Human Resource process will be offered his/her current or comparable position as described above and shall not be transferred to another YMCA location unless requested by the specific employee in accordance with the YMCA's policies and procedures.

2. Bartlett Recreation Center Maintenance and Repair Transition:

- a. Upon full transition to the YMCA, which is a maximum of 90 days after the effective date of this agreement, the YMCA will be solely responsible for performing and paying for all routine repairs and maintenance. This does not include replacement of major systems (i.e., HVAC, dehumidifier, roof, parking lot, structural components of the building, pool equipment). Routine repairs, and maintenance include but are not limited to:
 - i. Painting; and
 - ii. General preventative and periodic maintenance procedures to keep the equipment operational; and

- iii. Building and equipment repairs of any nature under \$10,000; and
 - iv. Repairs or maintenance to major systems that do not require replacement; and
 - v. All other routine and maintenance repairs that fall under the described threshold
- b. City will be responsible for funding \$100,000 into a capital replacement reserve annually (July 1st – June 30th). The reserve funds will be held by the City of Bartlett. Capital replacement costs on the above-listed major systems in excess of \$10,000 will be drawn from that reserve to the extent funds are available. The annual contribution amount will be evaluated by the City of Bartlett YMCA Advisory Board, described in Section 5 of this agreement, before the beginning of each fiscal year based on anticipated building needs and the financial health of the newly formed YMCA location in Bartlett, formerly the Bartlett Recreation Center, as further described in Exhibit A of this agreement.
- c. If the City and YMCA cannot agree to a decision on replacement versus repair of the equipment, a panel of three contractors will be engaged to decide the outcome. The YMCA will name one (1) contractor, the City of Bartlett will name the other two (2).
3. The YMCA shall maintain and repair the Bartlett Recreation Center in a good and functional condition, and will make repairs within in 30 days and will not exceed 60 days depending on the extent of the repair. There may be times when repairs cannot be made within 90 days due to circumstances beyond the control of the YMCA or the City of Bartlett, for example, like a supply chain delay or a contractor delay. In this event, the YMCA and the City of Bartlett will cooperate in good faith to determine the anticipated repair date. The YMCA shall be

responsible for all costs, of whatever nature, for operation, maintenance, and repair of the interior and exterior of the Bartlett Recreation Center, and all systems as defined herein. The exterior maintenance will include, but is not limited to, monitoring and maintaining all of the trees on the property, all landscaping and flower beds, all wooden privacy fencing and ornamental fencing, concrete and brick paver walkways, childcare play equipment, irrigation system, turf maintenance and care, including the application of any fertilization, herbicides, and pesticides. The City shall be responsible for regularly maintaining the grounds surrounding the Bartlett Recreation Center as part of the Bobby K. Flaherty Municipal Center, to the same maintenance standards applicable to City parks generally. The City shall not, however, be responsible for the clean-up of the grounds necessitated by the YMCA programming or functions held outdoors on the grounds, which shall be the responsibility of the YMCA to clean up.

4. **Rent and Use of Bartlett Recreation Center:**

- a. The City will lease the Bartlett Recreation Center to YMCA at a cost of \$1.00 per year, payable on July 1st of each year during the term of this Agreement. Notwithstanding the foregoing, the YMCA may owe additional rent to the City pursuant to the terms of Sections 4(j) and 4(k) of this Agreement.
- b. The YMCA will lease the Bartlett Recreation Center from the City for an initial term of twenty-five (25) years, beginning on the Effective Date[_____, 202], and ending on _____, 20 , with an option to extend this Agreement. During the term of this lease, the Bartlett Recreation Center will be renamed the Bartlett YMCA. Any change to the name of the center must be made upon recommendation from the City of Bartlett YMCA Advisory Board and be jointly

approved by the City of Bartlett and YMCA.

- c. The YMCA has examined the Bartlett Recreation Center prior to the execution of this lease and accepts the Center in its present state and condition as of the date of this lease, without any representations or warranties, expressed or implied, in fact or in law, by the City as to the nature, condition or usability thereof.
- d. YMCA agrees that the Bartlett Recreation Center will be used in accordance with all federal, state and local laws and regulations applicable to the Bartlett Recreation Center. YMCA agrees that all business that the YMCA conducts at the Bartlett Recreation Center will likewise be conducted in accordance with all such applicable laws and regulations. YMCA further agrees that, if it ceases to use the Bartlett Recreation Center as a recreational facility, this Agreement shall terminate, and YMCA will surrender such leased premises to the City. If the YMCA surrenders the lease as described herein, the YMCA shall provide the City with at least ninety (90) days written notice and shall maintain operations under the terms of this agreement for the described period to cause no service delay; and to allow the City to conduct a full transition of services.
- e. YMCA agrees to maintain insurance on the Bartlett Recreation Center for said premises' replacement value, naming the City as the loss payee. YMCA agrees to provide the City with proof of such insurance. The parties agree that, in the event that the Center sustains damage and YMCA wishes to continue this Agreement, said insurance proceeds will be used to repair or replace the Bartlett Recreation Center. Additional insurance requirements are included in Exhibit B.
- f. YMCA shall pay any charges for electricity, water, gas, sewage, heat, telephone or other utilities which may be used, rendered, or supplied upon or in connection

with the Bartlett Recreation Center.

- g. As between the City and YMCA, YMCA shall, and does hereby assume, all risks of loss or injury to the property or person of all persons at any time upon the Bartlett Recreation Center while this Agreement is in effect. YMCA shall, and does hereby agree to, indemnify and hold City harmless for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury. YMCA agrees to provide liability and Workers Comp insurance in accordance with all applicable state and federal laws during the terms of this Agreement as further described in Exhibit B.
- h. If the entirety of the Bartlett Recreation Center, or such portion thereof as will make the Bartlett Recreation Center unsuitable for YMCA's purposes, in its sole discretion, or if the Center is condemned for any public use or purpose of any legally constituted authority, this Agreement shall be terminated automatically upon the date when possession is taken by such authority. In the event only a portion of the Bartlett Recreation Center is condemned for any public use or purpose, without rendering the Bartlett Recreation Center unsuitable for the purposes of YMCA, there shall be no termination of this Agreement on such account. Any and all monetary awards for the taking of the Bartlett Recreation Center by eminent domain or under threat thereof and for incidental damages thereto shall be appropriately divided between City and YMCA according to their losses and damages.
- i. The City covenants that the City has good title to the Bartlett Recreation Center; that it is unencumbered; and that City is under no disability that would impair City's right to enter into this Agreement. YMCA, upon the payment of the rent

herein provided and upon performance of all the terms and conditions hereof, shall quietly have and enjoy the Bartlett Recreation Center during the term hereof, without hindrance by or disturbance from the City or anyone claiming by or through the City.

- j. YMCA will contribute \$1,500,000 (the “Summer Experience Contribution”) towards the funding of an Outdoor Summer Experience Project (the “Summer Experience Project”). The Summer Experience Project is an anticipated \$6,000,000 project that will incorporate outdoor aquatic activities that may include, but will not be limited to, an extended splash pad, outdoor pool, lazy river, and a variety of other offerings for all ages. The specific accommodations of the Summer Experience Project will be compiled from citizen input and information obtained from the City of Bartlett YMCA Advisory Board, the City of Bartlett, and the YMCA. The Summer Experience Contribution will be paid by the YMCA to the City on or before the last day of September 2025. The City agrees to lease the Summer Experience Project to the YMCA, and the YMCA agrees to lease the Summer Experience Project from the City, pursuant to the same terms within this Agreement, provided, however, that (i) at the sole option of the City, the term of the lease of the Summer Experience Project may be for a term less than 25 years but not less than 7 years with options to renew, (ii) the YMCA shall pay to the City an additional rent for the use of the Summer Experience Project of \$75,000 per year for each year the contract remains in existence, not to exceed \$1,500,000, with the payments for such additional rent being prepayable, but, in no event shall any such additional rent payment be due later than July 1 of each year, commencing July 1, 2027, and continuing until July

1, 2047, and (iii) in the event that the City, in its sole discretion, determines to fund a portion of the Summer Experience Project with the proceeds of federally tax-exempt debt, the YMCA agrees to take such actions as are necessary to ensure compliance with the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder for interest on such debt to be and remain excludable from gross income for federal income tax purposes, which such actions shall include, but are not limited, to participating in public hearings related to such financing, consulting with counsel for the City before entering into any arrangement that conveys special legal entitlements for the beneficial use of any portion of the Summer Experience Project, filing such governmental information returns or other forms as may be necessary to preserve such tax-exemption, and executing such documents and certificates as may be required by counsel for the City to evidence the same. Notwithstanding anything herein to the contrary, if the YMCA determines not to renew the term of the lease of the Summer Experience Project, the City has the sole option to terminate or amend the term of the lease of the Bartlett Recreation Center provided herein. If the City seeks to exercise its option to terminate or amend the term of the lease, the YMCA shall enter into a Transfer of Services Agreement with the City of Bartlett for at least sixty (60) days after the exercise of the option to terminate or to amend the term of the lease. The Transfer of Service Agreement will require the YMCA to maintain operations under the terms defined herein during the specified period; to cause no service delay; and to allow the City to conduct a full transition of services.

- k. During the term of this Agreement, YMCA will enter into a ten (10) percent

additional rent agreement with the City, payable to the City as additional rent, based on financial projections as described in Exhibit A. This calculation will be completed at the end of each fiscal year (July 1st – June 30th), and any payment due under it shall be paid within sixty (60) days after the end of the fiscal year. The YMCA will share the operating results and records of the center with the City quarterly.

5. Bartlett Recreation Center Oversight, Membership Strategy, and Communication:

- a. City and YMCA shall hereto, upon execution of this Agreement, form a City of Bartlett YMCA Advisory Board to 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, YMCA, and the terms of this Agreement.
- b. The City of Bartlett Mayor will nominate the members of the advisory board, subject to the approval by the Board of Aldermen of the City of Bartlett. 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.

- c. As part of this Agreement, residents of the City shall receive a reduction in the YMCA joining fees and each membership category. Membership in the YMCA shall entitle members to use all the YMCA branch facilities in the Memphis Service area and any YMCA in the United States that recognizes the "YMCA Away" program. Additionally, Bartlett Recreation Center members will be eligible for discounts on before and after childcare and summer camp for eligible children in the YMCA's childcare programs across the Mid-South.
- d. All current Bartlett Recreation Center members will be grandfathered, with their current membership rates for all categories of membership in effect for the first year of the Lease. Afterward, increases can only be made based on recommendations from the City of Bartlett YMCA Advisory Board and joint approval by the City of Bartlett and the YMCA. (See Table Below).

Membership Type	Membership Rate
Adult	\$ 33.00
Household	\$ 52.00
Senior	\$ 25.00
Senior Household	\$ 38.00

- e. All current and future City of Bartlett and Bartlett City School employees will continue to receive their current membership rates for the first two years of the Lease. Afterward, increases can only be made based on recommendations from the City of Bartlett YMCA Advisory Board and joint approval by the City of

Bartlett and the YMCA. (See Table Below).

Membership Type	Membership Rate
Single Adult	\$ 10.50
Household	\$ 16.00
Senior Individual	\$ 8.00
Senior Household (2 Adult)	\$ 11.50

- f. Only members who specifically join the Bartlett Recreation Center will be eligible to utilize the Bartlett Recreation Center. Other YMCA members will not be able to use the Bartlett Recreation Center. Any adjustments to this condition will be based on recommendations from the City of Bartlett YMCA Advisory Board and joint approval by the City of Bartlett and the YMCA. All new members will pay the following rates:

Membership Type	Resident
Adult	\$43.00
Household	\$65.00
Senior	\$33.00
Senior Household (2 Adults)	\$55.00

- g. YMCA and City will prepare a comprehensive and joint communication plan to deliver an effective transition process with frequently asked question sessions to address all current Bartlett Recreation Center and City of Bartlett community

concerns to produce an efficient change.

- h. The YMCA shall allow all current Silver Sneaker members to continue utilizing the benefits of that program at the Bartlett YMCA, and any changes to this offering will be based on recommendations from the City of Bartlett YMCA Advisory Board and joint approval by the City of Bartlett and the YMCA.
- i. The YMCA shall, upon the expiration of this Agreement or upon the sooner termination as herein provided, peacefully and quietly surrender the Bartlett Recreation Center to the City, including any improvements which may still remain thereon. The YMCA shall, upon the termination of this Agreement, if it is not in default hereunder, arrange a transfer of any required equipment to the City of Bartlett during the transition of services. Any damages resulting from the removal of remaining equipment shall be repaired, and the YMCA shall fully restore the Bartlett Recreation Center. All such items that are not transferred to the City of Bartlett or promptly removed by the YMCA upon termination hereof shall become the property of the City.
- j. If there shall be a default in the performance of any covenant, agreement or condition herein contained on the part of YMCA for more than sixty (60) days after written notice is given by City to YMCA, this Agreement shall thereupon be terminated at City's sole option, and City shall have the right to re-enter or repossess the Bartlett Recreation Center and dispossess and remove therefrom YMCA, or other occupants thereof, and their effects, in a lawful manner without being liable for any prosecution therefor. If the City exercises its option to terminate the lease, the YMCA shall enter into a Transfer of Services Agreement with the City of Bartlett for at least sixty (60) days after the option to terminate the

lease is exercised. The Transfer of Service Agreement will require the YMCA to maintain operations under the terms defined herein during the specified period to cause no service delay and allow the City to conduct a full transition of services.

- k. YMCA, nevertheless, shall be liable for all loss or damage resulting from such default or termination should this Agreement be placed in the hands of an attorney for default or breach, or for the enforcement of any rights herein reserved or stipulated, YMCA agrees to pay all costs incident thereto, including a reasonable attorney's fee.
- l. Neither the City nor the YMCA may assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the other party.
- m. This Agreement shall become effective as of the Effective Date first above written.
- n. This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties hereto.
- o. The parties intend to comply with any applicable regulations on this Agreement. In the event any changes to this Agreement need to be made, the parties agree to negotiate and enter an appropriate amendment for such purposes in a commercially reasonable period of time.
- p. No forbearance or delay by City or YMCA in exercising any right, power, or remedy shall constitute a waiver thereof, and every right, power, or remedy of City and YMCA shall continue in full force and effect until such right, power, or remedy is specifically waived in writing executed by both parties. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

- q. This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed, or amended unless in writing and signed on behalf of the parties.
- r. There are no other representations, agreements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement.
- s. Dispute Resolution Process. Except for an action seeking a temporary restraining order, an injunction, or an order to compel compliance with this dispute resolution procedure, either party may invoke the dispute resolution procedures at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs, including attorney fees, for dispute resolution activity.
 - a. Initial Meeting. At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have the discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
 - b. Executive Meeting. If, thirty (30) days after the first Initial Meeting, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation.
 - c. Unresolved Dispute. If, after thirty (30) days from the first Executive Meeting, the parties have not resolved the dispute to their mutual

satisfaction, either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures.

Unless the parties otherwise agree in writing and except as required by law, communication between the parties will be treated as confidential information developed for settlement purposes, exempt from discovery, and inadmissible in litigation. During any dispute resolution procedure or lawsuit, the parties will continue providing services to each other and performing their obligations under this Agreement.

- t. All notices, demands, and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: Mayor's Office
City of Bartlett
6400 Stage Road
Bartlett, TN 38134
Facsimile: (901) 385-5514
Email: ssones@cityofbartlett.org
- (ii) To: YMCA
Jim Stock
General Counsel
The YMCA of Memphis & the Mid-South
7171 Goodlett Farms Parkway
Cordova, TN 38016
901-766-7677

Any notice, demand, or request sent by electronic transmission shall be deemed given for all purposes under this Agreement when properly transmitted by telecommunication device. Any notice, demand, or request which is hand-delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when received.

Either party to this Agreement may change its address and/or tele copier number for the purpose of notices, demands, and requests required or permitted under this Agreement by providing written notice of such change of address, which change of address shall only be effective upon receipt.

No part of this Agreement may be modified, waived, limited, discharged, or terminated except in writing, signed by all parties, and expressly referring to this Agreement and to the provisions so modified or limited.

- u. This Agreement and all amendments relating hereto shall be governed by and construed under the laws of the State of Tennessee without regard to principles of conflicts of law.
- v. Each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- w. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the parties and as against third parties.
- x. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- y. The persons executing this Contract on behalf of the City and YMCA hereby personally represent and warrant that they have been duly authorized to execute

and deliver this Agreement.

- z. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
- aa. It is expressly agreed and understood that, in connection with this Agreement and any agreement contemplated herein or related hereto, the City shall not be construed or held to be a partner or associate of the YMCA in the conduct of its business and that the sole relationship between the City and the YMCA is that of landlord and tenant upon the terms provided herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF BARTLETT, TENNESSEE

YMCA OF MEMPHIS AND THE MID-SOUTH

By: _____
(Mayor Signature)

By: _____

(Print Name)

(Print Name)

Its: _____

Its: _____

Attest By: _____

Attest By: _____

Approved to Form:

Approved to Form:

Attorney City of Bartlett

Attorney YMCA

[INSERT PAGES FOR NOTARY]

36794918.2

Attachment: Bartlett-YMCA Final Operations Agreement and exhibits (3473 : Managed Services for the Bartlett Recreation Center)

EXHIBIT A

The YMCA will offer the City of Bartlett additional rent based upon the operations of the Bartlett Rec Center. The additional rent will be paid if earned and will be calculated as follows:

- The additional rent will be calculated annually as follows:
 - Additional rent will be calculated at 10% of \$125,000 at minimum when the Net Operating Surplus exceeds the established threshold at the end of each fiscal year. The City of Bartlett YMCA Advisory Board will evaluate the fiscal year earnings annually and make recommendations to the City of Bartlett and YMCA to increase the additional rent contribution based on the financial health of the facility.
 - Any payment due under this description will be paid within 60 days after the end of each fiscal year.
 - No additional rent will be provided if the YMCA does not meet the minimum Net Operating Surplus amount of \$125,000 in a given fiscal year.
 - The YMCA will seek additional grants and other revenue diversification opportunities to continue to increase revenue streams as a fund development strategy.
 - The YMCA will share the operating results and records of the center with the City of Bartlett and the Bartlett YMCA Advisory Board quarterly.
- Annual Capital Contribution
 - The City of Bartlett will provide an annual contribution of \$100,000 for capital costs exceeding \$10,000 to the extent funds are available. The City of Bartlett will maintain these funds, and any excess will be rolled into the forthcoming fiscal year. Once the YMCA produces a "Cumulative Net Operating Surplus" of \$500,000, the City of Bartlett YMCA Advisory Board will evaluate the financial health of the facility and will make a recommendation to continue or end the annual contribution, which must be jointly approved or modified by the City of Bartlett and YMCA. If the annual contribution is ended, any capital surplus funds will be provided to the YMCA for future capital expenses.

Additional Rent

Scenario 1

Examples

Annual Net Operating Surplus	\$125k
Additional Rent	\$12.5k

Additional rent would be calculated as 10% of \$125k or \$12.5k.

Scenario 2

Cumulative Net Operating Surplus	\$500k
Continued Capital Investment	TBD

Additional Capital Investment will be evaluated by the City of Bartlett YMCA Advisory Board once the Cumulative Net Operating Surplus exceeds \$500k.

Exhibit B

YMCA shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the YMCA, his/her agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Coverage on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Business auto liability covering all owned, hired and non-owned autos, Code 1 (any auto), Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Tennessee, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, YMCA shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
5. **Excess or Umbrella Liability** – limit of no less than \$4,000,000.
6. **Cyber Liability** – limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
7. **Directors and Officers Liability** – limit of no less than \$1,000,000 per claim
8. **Employee Dishonesty and Crime Coverage** - loss inside and outside premises limits of no less than \$10,000 each, Employee Dishonesty limit of no less than \$25,000.
9. **Property Insurance Coverage** - All risk of loss, on replacement cost basis on Real and business personal property, including tenant improvements and betterments, equipment breakdown, and earthquake coverage.

If the YMCA maintains broader coverage and/or higher limits than the minimums shown above, the City of Bartlett requires and shall be entitled to the broader coverage and/or the higher limits maintained by the YMCA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Bartlett.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Bartlett. The City of Bartlett may require the YMCA to provide proof of ability to pay losses and related investigations,

claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Bartlett.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The City of Bartlett, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the YMCA including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this contract, the **YMCA's insurance coverage shall be primary and non-contributory** as respects the Entity, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
3. The Insurance Company agrees to **waive all rights of subrogation** against the Entity, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the YMCA for the City of Bartlett. This provision also applies to the YMCA's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Bartlett.

Umbrella or Excess Policy

Umbrella or Excess Policies may be used to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Instructor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Bartlett.

Verification of Coverage

YMCA shall furnish the City of Bartlett with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Bartlett before work begins. The City of Bartlett reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3475)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Agreement

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3475 B

Set a Public Hearing for February 13, 2024 for 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.

WHEREAS, the City of Bartlett, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

WHEREAS, the owners of all property within the territory proposed for the annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Bartlett to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Bartlett, and by publishing notice of the resolution at or about the same time in the Bartlett Express, a newspaper of general circulation in such territory and the City of Bartlett; and

WHEREAS, a plan of services for the area proposed for annexation is attached as *Exhibit A* hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Bartlett Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published in a newspaper of general circulation in the City of Bartlett not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the governing body on February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City of Bartlett Tennessee as follows:

- A. That the following territory is hereby annexed and incorporated into boundaries of the City of Bartlett, to be effective as of February 13, 2024, to wit:

Known as Parcel ID: 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.

- B. That the plan of services for this territory which is attached as *Exhibit A* hereto is approved and the same is hereby adopted.
- C. That the Mayor shall cause a copy of this resolution, as well as the adopted plan or services, to be forwarded to the Mayor of Shelby County.
- D. That a signed copy of this resolution shall be recorded with the Shelby County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Shelby County Assessor of Property.
- E. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.
- F. That a revised map of the voting precincts shall be sent to the office of local government and to the office of management information services for the Tennessee General Assembly, following adoption of this resolution.
- G. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

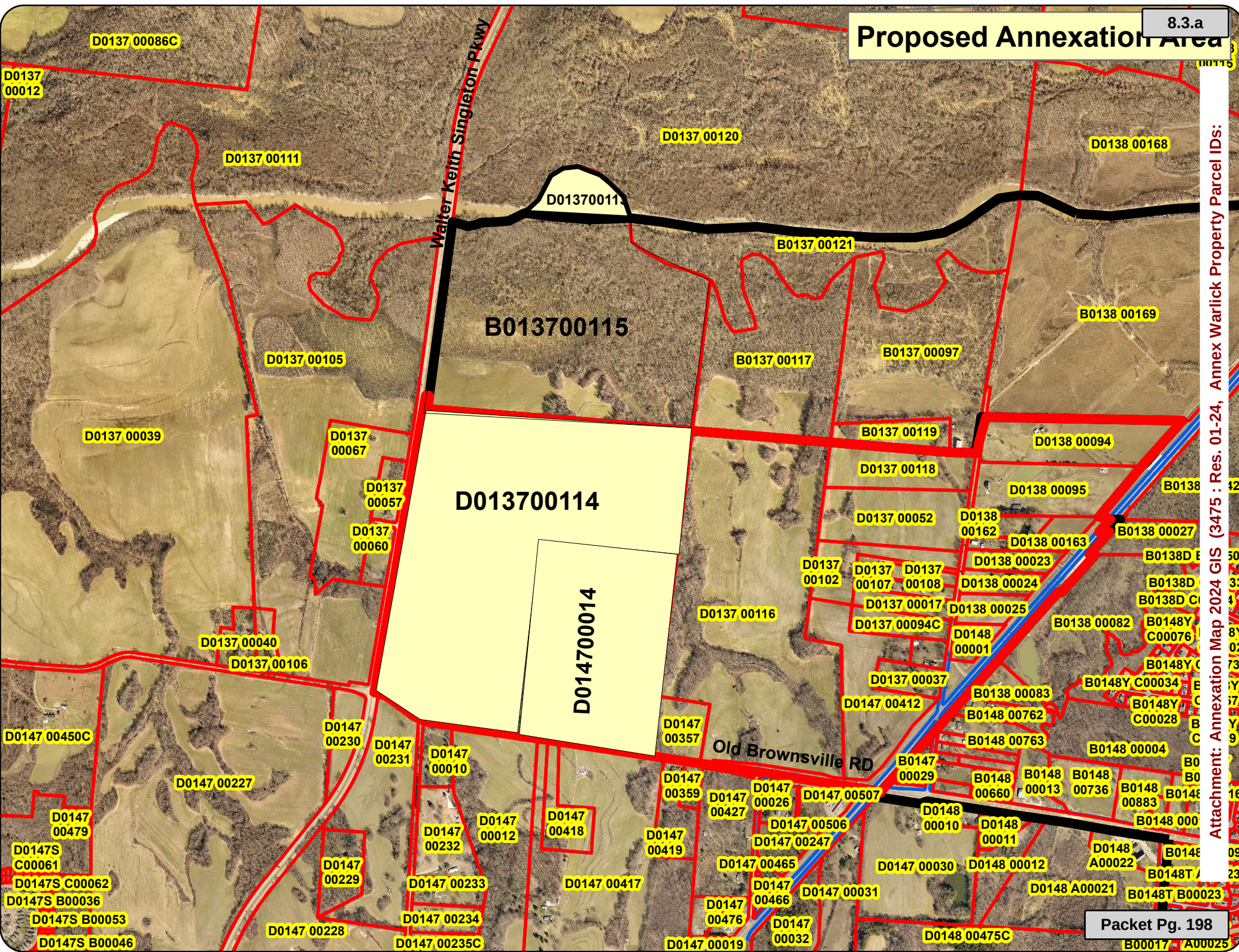
WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Proposed Annexation Area



Attachment: Annexation Map 2024 GIS (3475 : Res. 01-24, Annex Warlick Property Parcel IDs:

Exhibit A

ANNEXATION PLAN OF SERVICES

INTRODUCTION

This Plan of Services has been developed for the proposed annexation of ±219.43-acres of land located in the northwestern region of the City of Bartlett's Reserve Areas that is within our designated Urban Growth Boundary. The properties are within the Shelby County unincorporated area and they are zoned "CA" Conservation Agricultural.

The proposed annexation area consists of three parcels of land owned by the Warlick family and Marshal family totaling ±219.43-acres (Parcels ID#s D013700114, D013700113, and D014700014). The City has received official owner approvals from both families consenting to be annexed into the City of Bartlett's municipal jurisdiction.

The purpose of the Plan of Services is to provide Administration with 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, understanding that 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 site ready developable land that is eligible for State and Federal Infrastructure Grants as well as other monies that will support this endeavor.

As the annexation process begins, the properties will be rezoned from the Shelby County zoning designation of "CA" Conservation Agriculture to the City of Bartlett's zoning designation of "I-O" Warehouse and Wholesale district, which allows the largest selection of industrial uses. Based on information provided by the Shelby County Tax Assessor's Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat).

Costs

Costs of Services: The estimated Plan of Services costs are projected over the next 3-5 years when a user/developer has selected all or some of the parcels. The estimates in this document are based on full build-out.

Sewer Service: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, the estimates for the sewer service extensions are as follows:

- Sewer Infrastructure estimate is approximately \$3 million

Water Service: The City's water service falls within two categories, water consumption and fire protection. The existing water service in this area is adequate for its current use; however, that use will change once a development is proposed. At that time, waterline extensions and tap fees will be covered either by the developer, or possible grant monies. The needed water service improvement cost are estimated as follows:

- Water Infrastructure estimate is approximately \$4 million

Police Services: The City of Bartlett currently has one police officer per 400 residents. This annexation will not generate a need for additional police personnel with the current use. However, there may be a need for an additional station and personnel based on the workforce population generated by the new industrial users.

Fire Protection: Fire protection for this area is currently provided by Shelby County. Fire Station #4 located at 6875 Old Brownsville Road will service the proposed annexed areas.

Garbage Pickup: An industrial or commercial land user will need to obtain a private garbage collection service once the properties are developed.

Grass Cutting: Should grass cutting and weed control be needed within our right-of-ways once improved. The Public Works Department or the Parks Department will provide the needed service. Otherwise, grass cutting will be the responsibility of the industrial or commercial land user for their property.

Street Lighting: The City will be responsible for working with MLGW for the installation of street lights along the public roads as the properties are developed. The estimated cost for the installation of the lights including the poles are as follows:

- The addition of 16 street lights is approximately \$100,000
- Monthly cost of power paid to MLGW is approximately \$240
- If retro fitting existing light poles with LED lights is need, the approximate cost will be \$550.00 per light fixture.

Street and Sidewalks Improvements: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, should the properties be developed within the next 3 to 5 years, street and sidewalk costs are estimated as follows:

- Street and Sidewalk improvements are approximately \$3.2 million

Revenue

Building Permits:

- It is estimated that the building permit fees will be approximately \$4,300.00 based on a 1 million square feet building or development.

State Share Taxes:

- Not applicable, since there are no residences in the proposed annexed areas.

Property Taxes:

- Shelby County Property taxes will continue under the current rate category until such time that the use changes. City of Bartlett property taxes will be assessed as agricultural vacant land until the use changes.

Zoning Recommendation

The proposed annexation area is currently Zoned “CA” Conservation Agriculture in unincorporated Shelby County. The City is proposing to rezone the properties to the “I-O” Warehouse and Wholesale, which allows the largest selection of industrial uses according to the Bartlett Zoning Ordinance Use Chart. Based on the information provided by the Shelby County Tax Assessor’s Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat). The annexation by property owner consent, and the rezoning of the property will be reviewed by the Planning Commission for a recommendation to the Board of Mayor and Aldermen for Final approval based on the future intended use of the property.

Summary

This Plan of Services was undertaken due to the “Property Owners Consent” to be annexed into the City of Bartlett’s municipal jurisdiction. Based on the 2014 amended Tennessee Codes Annotated regulations relative to annexations, properties that are used for agricultural purposes may be annexed whether or not they are contiguous with the City’s jurisdictional boundaries as long as the annexation is by property owners consent, and the future intended use of the subject properties are for industrial, commercial, or residential land uses. At this time, the City anticipates an industrial user for the proposed annexed properties. The City also plans to rezone the property to an industrial zoning designation, from Shelby County’s zoning designation of “CA” Conservation Agricultural to the City of Bartlett’s zoning designation of “I-O” Warehouse and Wholesale. There is a portion of a parcel (B013700115) that is between the Loosahatchie river floodway and the proposed annexation parcels that is already within the City of Bartlett’s jurisdiction, which will be rezoned from “A-O” Agricultural and Open Land to “I-O” Warehouse and Wholesale as well.

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
PCL ID: D0137 00113

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
PCL ID: B0137 00115

BARTLETT CORPORATE LIMITS
UNINCORPORATED SHELBY COUNTY

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
INST: 21094025
PCL ID: D0137 00114

THOMAS F. MAHER, JR.
INST: BU 4742
PCL ID: D0137 00116

JEFFREY LAWRENCE THAL AND
ERWIN R. THAL., TRUSTEES OF
THE BARBARA LYNN THAL TRUST
INST: DE 5180
PCL ID: D0147 00014

BOLEN HUSE ROAD

AUSTIN PEAY HWY - HWY 14

ANNEXATION AREA

KNOWN AS PARCEL NUMBER D0137 00114 AS SHOWN ON TAX MAP NUMBER 73 IN THE SHELBY COUNTY TAX ASSESSORS
OFFICE AND BEING A PARCEL OF LAND CONVEYED TO ANN DUNLAP WARLICK, TRUSTEE OF THE ANN DUNLAP WARLICK
LIVING TRUST BY DEED RECORDED IN INSTRUMENT 21094025 IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE.

BARTLETT ANNEXATION EXHIBIT

ANN DUNLAP WARLICK, TRUSTEE OF THE ANN
DUNLAP WARLICK LIVING TRUST

PCL ID: D0137 00114, B0137 00115, D0137 00113, D0147 00014

CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE

SCALE: 1" = 700'
DATE: 9/29/2023

DRAWING FILE: EXHIBIT
DRAWN BY: JSL

Packet Pg. 202

Attachment: ANN DUNLAP WARLICK (003) (3475 : Res. 01-24, Annex Warlick Property Parcel IDs: D013700114 and D013700113)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3476)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Agreement

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3476 A

Set a Public Hearing for February 13, 2024 for 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.

WHEREAS, the City of Bartlett, having been petitioned by interested persons proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

WHEREAS, a plan of services for the territory proposed for annexation by owner consent has been reviewed by the City of Bartlett Planning Commission; and **WHEREAS**, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

NOW THEREFORE BE IT RESOLVED by the City of Bartlett Tennessee as follows:

- A. That a public hearing is hereby scheduled for 6:00 pm on February 13, 2023 at Bartlett City Hall Council Chambers, on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

Known as Parcel IDs: D013700113 and D013700114 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.

- B. That a copy of this resolution, describing the territory proposed for annexation by owner consent, along with the plan of services, shall be promptly sent to the last known address listed in the office of the county property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed

no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.

- C. That a copy of this resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Bartlett, and by publishing notice of the resolution at or about the same time in the Bartlett Express, a newspaper of general circulation in such territory and the City of Bartlett.
- D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the plan of services shall be published in a newspaper of general circulation in the City of Bartlett not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Exhibit A

ANNEXATION PLAN OF SERVICES

INTRODUCTION

This Plan of Services has been developed for the proposed annexation of ±219.43-acres of land located in the northwestern region of the City of Bartlett's Reserve Areas that is within our designated Urban Growth Boundary. The properties are within the Shelby County unincorporated area and they are zoned "CA" Conservation Agricultural.

The proposed annexation area consists of three parcels of land owned by the Warlick family and Marshal family totaling ±219.43-acres (Parcels ID#s D013700114, D013700113, and D014700014). The City has received official owner approvals from both families consenting to be annexed into the City of Bartlett's municipal jurisdiction.

The purpose of the Plan of Services is to provide Administration with 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, understanding that 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 site ready developable land that is eligible for State and Federal Infrastructure Grants as well as other monies that will support this endeavor.

As the annexation process begins, the properties will be rezoned from the Shelby County zoning designation of "CA" Conservation Agriculture to the City of Bartlett's zoning designation of "I-O" Warehouse and Wholesale district, which allows the largest selection of industrial uses. Based on information provided by the Shelby County Tax Assessor's Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat).

Costs

Costs of Services: The estimated Plan of Services costs are projected over the next 3-5 years when a user/developer has selected all or some of the parcels. The estimates in this document are based on full build-out.

Sewer Service: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, the estimates for the sewer service extensions are as follows:

- Sewer Infrastructure estimate is approximately \$3 million

Water Service: The City's water service falls within two categories, water consumption and fire protection. The existing water service in this area is adequate for its current use; however, that use will change once a development is proposed. At that time, waterline extensions and tap fees will be covered either by the developer, or possible grant monies. The needed water service improvement cost are estimated as follows:

- Water Infrastructure estimate is approximately \$4 million

Police Services: The City of Bartlett currently has one police officer per 400 residents. This annexation will not generate a need for additional police personnel with the current use. However, there may be a need for an additional station and personnel based on the workforce population generated by the new industrial users.

Fire Protection: Fire protection for this area is currently provided by Shelby County. Fire Station #4 located at 6875 Old Brownsville Road will service the proposed annexed areas.

Garbage Pickup: An industrial or commercial land user will need to obtain a private garbage collection service once the properties are developed.

Grass Cutting: Should grass cutting and weed control be needed within our right-of-ways once improved. The Public Works Department or the Parks Department will provide the needed service. Otherwise, grass cutting will be the responsibility of the industrial or commercial land user for their property.

Street Lighting: The City will be responsible for working with MLGW for the installation of street lights along the public roads as the properties are developed. The estimated cost for the installation of the lights including the poles are as follows:

- The addition of 16 street lights is approximately \$100,000
- Monthly cost of power paid to MLGW is approximately \$240
- If retro fitting existing light poles with LED lights is need, the approximate cost will be \$550.00 per light fixture.

Street and Sidewalks Improvements: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, should the properties be developed within the next 3 to 5 years, street and sidewalk costs are estimated as follows:

- Street and Sidewalk improvements are approximately \$3.2 million

Revenue

Building Permits:

- It is estimated that the building permit fees will be approximately \$4,300.00 based on a 1 million square feet building or development.

State Share Taxes:

- Not applicable, since there are no residences in the proposed annexed areas.

Property Taxes:

- Shelby County Property taxes will continue under the current rate category until such time that the use changes. City of Bartlett property taxes will be assessed as agricultural vacant land until the use changes.

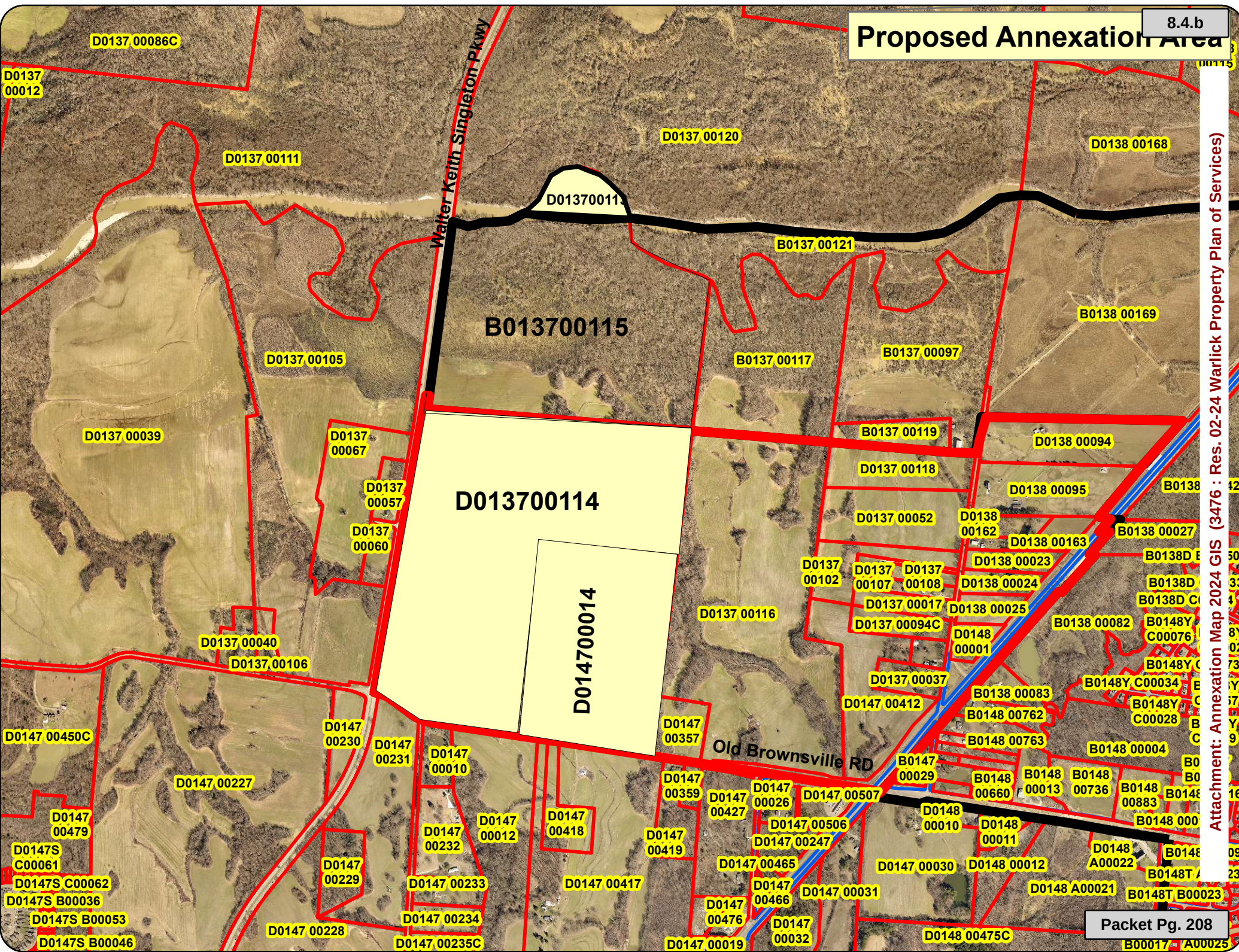
Zoning Recommendation

The proposed annexation area is currently Zoned “CA” Conservation Agriculture in unincorporated Shelby County. The City is proposing to rezone the properties to the “I-O” Warehouse and Wholesale, which allows the largest selection of industrial uses according to the Bartlett Zoning Ordinance Use Chart. Based on the information provided by the Shelby County Tax Assessor’s Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat). The annexation by property owner consent, and the rezoning of the property will be reviewed by the Planning Commission for a recommendation to the Board of Mayor and Aldermen for Final approval based on the future intended use of the property.

Summary

This Plan of Services was undertaken due to the “Property Owners Consent” to be annexed into the City of Bartlett’s municipal jurisdiction. Based on the 2014 amended Tennessee Codes Annotated regulations relative to annexations, properties that are used for agricultural purposes may be annexed whether or not they are contiguous with the City’s jurisdictional boundaries as long as the annexation is by property owners consent, and the future intended use of the subject properties are for industrial, commercial, or residential land uses. At this time, the City anticipates an industrial user for the proposed annexed properties. The City also plans to rezone the property to an industrial zoning designation, from Shelby County’s zoning designation of “CA” Conservation Agricultural to the City of Bartlett’s zoning designation of “I-O” Warehouse and Wholesale. There is a portion of a parcel (B013700115) that is between the Loosahatchie river floodway and the proposed annexation parcels that is already within the City of Bartlett’s jurisdiction, which will be rezoned from “A-O” Agricultural and Open Land to “I-O” Warehouse and Wholesale as well.

Proposed Annexation Area



Attachment: Annexation Map 2024 GIS (3476 : Res. 02-24 Warlick Property Plan of Services)



ANNEXATION AREA

KNOWN AS PARCEL NUMBER D0137 00114 AS SHOWN ON TAX MAP NUMBER 73 IN THE SHELBY COUNTY TAX ASSESSORS OFFICE AND BEING A PARCEL OF LAND CONVEYED TO ANN DUNLAP WARLICK, TRUSTEE OF THE ANN DUNLAP WARLICK LIVING TRUST BY DEED RECORDED IN INSTRUMENT 21094025 IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE.

BARTLETT ANNEXATION EXHIBIT
ANN DUNLAP WARLICK, TRUSTEE OF THE ANN
DUNLAP WARLICK LIVING TRUST
PCL ID: D0137 00114, B0137 00115, D0137 00113, D0147 000

CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE

SCALE: 1" = 700'
DATE: 9/29/2023

DRAWING FILE: EXHIBIT
DRAWN BY: JSL

Packet Pg. 209

Attachment: ANN DUNLAP WARLICK (003) (3476 : Res. 02-24 Warlick Property Plan of Services)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3477)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Agreement

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3477 A

Set a Public Hearing for February 13, 2024 for 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.

WHEREAS, the City of Bartlett, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

WHEREAS, the owners of all property within the territory proposed for the annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Bartlett to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Bartlett, and by publishing notice of the resolution at or about the same time in the Bartlett Express, a newspaper of general circulation in such territory and the City of Bartlett; and

WHEREAS, a plan of services for the area proposed for annexation is attached as *Exhibit A* hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Bartlett Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed

annexation and the plan of services was published in a newspaper of general circulation in the City of Bartlett not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the governing body on February 13, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City of Bartlett Tennessee as follows:

- A. That the following territory is hereby annexed and incorporated into boundaries of the City of Bartlett, to be effective as of February 13, 2024, to wit:

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.

- B. That the plan of services for this territory which is attached as *Exhibit A* hereto is approved and the same is hereby adopted.
- C. That the Mayor shall cause a copy of this resolution, as well as the adopted plan or services, to be forwarded to the Mayor of Shelby County.
- D. That a signed copy of this resolution shall be recorded with the Shelby County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Shelby County Assessor of Property.
- E. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.
- F. That a revised map of the voting precincts shall be sent to the office of local government and to the office of management information services for the Tennessee General Assembly, following adoption of this resolution.
- G. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Exhibit A

ANNEXATION PLAN OF SERVICES

INTRODUCTION

This Plan of Services has been developed for the proposed annexation of ±219.43-acres of land located in the northwestern region of the City of Bartlett's Reserve Areas that is within our designated Urban Growth Boundary. The properties are within the Shelby County unincorporated area and they are zoned "CA" Conservation Agricultural.

The proposed annexation area consists of three parcels of land owned by the Warlick family and Marshal family totaling ±219.43-acres (Parcels ID#s D013700114, D013700113, and D014700014). The City has received official owner approvals from both families consenting to be annexed into the City of Bartlett's municipal jurisdiction.

The purpose of the Plan of Services is to provide Administration with 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, understanding that 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 site ready developable land that is eligible for State and Federal Infrastructure Grants as well as other monies that will support this endeavor.

As the annexation process begins, the properties will be rezoned from the Shelby County zoning designation of "CA" Conservation Agriculture to the City of Bartlett's zoning designation of "I-O" Warehouse and Wholesale district, which allows the largest selection of industrial uses. Based on information provided by the Shelby County Tax Assessor's Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat).

Costs

Costs of Services: The estimated Plan of Services costs are projected over the next 3-5 years when a user/developer has selected all or some of the parcels. The estimates in this document are based on full build-out.

Sewer Service: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, the estimates for the sewer service extensions are as follows:

- Sewer Infrastructure estimate is approximately \$3 million

Water Service: The City's water service falls within two categories, water consumption and fire protection. The existing water service in this area is adequate for its current use; however, that use will change once a development is proposed. At that time, waterline extensions and tap fees will be covered either by the developer, or possible grant monies. The needed water service improvement cost are estimated as follows:

- Water Infrastructure estimate is approximately \$4 million

Police Services: The City of Bartlett currently has one police officer per 400 residents. This annexation will not generate a need for additional police personnel with the current use. However, there may be a need for an additional station and personnel based on the workforce population generated by the new industrial users.

Fire Protection: Fire protection for this area is currently provided by Shelby County. Fire Station #4 located at 6875 Old Brownsville Road will service the proposed annexed areas.

Garbage Pickup: An industrial or commercial land user will need to obtain a private garbage collection service once the properties are developed.

Grass Cutting: Should grass cutting and weed control be needed within our right-of-ways once improved. The Public Works Department or the Parks Department will provide the needed service. Otherwise, grass cutting will be the responsibility of the industrial or commercial land user for their property.

Street Lighting: The City will be responsible for working with MLGW for the installation of street lights along the public roads as the properties are developed. The estimated cost for the installation of the lights including the poles are as follows:

- The addition of 16 street lights is approximately \$100,000
- Monthly cost of power paid to MLGW is approximately \$240
- If retro fitting existing light poles with LED lights is need, the approximate cost will be \$550.00 per light fixture.

Street and Sidewalks Improvements: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, should the properties be developed within the next 3 to 5 years, street and sidewalk costs are estimated as follows:

- Street and Sidewalk improvements are approximately \$3.2 million

Revenue

Building Permits:

- It is estimated that the building permit fees will be approximately \$4,300.00 based on a 1 million square feet building or development.

State Share Taxes:

- Not applicable, since there are no residences in the proposed annexed areas.

Property Taxes:

- Shelby County Property taxes will continue under the current rate category until such time that the use changes. City of Bartlett property taxes will be assessed as agricultural vacant land until the use changes.

Zoning Recommendation

The proposed annexation area is currently Zoned “CA” Conservation Agriculture in unincorporated Shelby County. The City is proposing to rezone the properties to the “I-O” Warehouse and Wholesale, which allows the largest selection of industrial uses according to the Bartlett Zoning Ordinance Use Chart. Based on the information provided by the Shelby County Tax Assessor’s Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat). The annexation by property owner consent, and the rezoning of the property will be reviewed by the Planning Commission for a recommendation to the Board of Mayor and Aldermen for Final approval based on the future intended use of the property.

Summary

This Plan of Services was undertaken due to the “Property Owners Consent” to be annexed into the City of Bartlett’s municipal jurisdiction. Based on the 2014 amended Tennessee Codes Annotated regulations relative to annexations, properties that are used for agricultural purposes may be annexed whether or not they are contiguous with the City’s jurisdictional boundaries as long as the annexation is by property owners consent, and the future intended use of the subject properties are for industrial, commercial, or residential land uses. At this time, the City anticipates an industrial user for the proposed annexed properties. The City also plans to rezone the property to an industrial zoning designation, from Shelby County’s zoning designation of “CA” Conservation Agricultural to the City of Bartlett’s zoning designation of “I-O” Warehouse and Wholesale. There is a portion of a parcel (B013700115) that is between the Loosahatchie river floodway and the proposed annexation parcels that is already within the City of Bartlett’s jurisdiction, which will be rezoned from “A-O” Agricultural and Open Land to “I-O” Warehouse and Wholesale as well.



ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
PCL ID: D0137 00113

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
PCL ID: B0137 00115

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
INST: 21094025
PCL ID: D0137 00114

BARTLETT CORPORATE LIMITS
UNINCORPORATED SHELBY COUNTY

THOMAS F. MAHER, JR.
INST: BU 4742
PCL ID: D0137 00116

JEFFREY LAWRENCE THAL AND
ERWIN R. THAL., TRUSTEES OF
THE BARBARA LYNN THAL TRUST
INST: DE 5180
PCL ID: D0147 00014

BOLEN HUSE ROAD

AUSTIN PEAY HWY - HWY 14

ANNEXATION AREA

KNOWN AS PARCEL NUMBER D0137 00114 AS SHOWN ON TAX MAP NUMBER 73 IN THE SHELBY COUNTY TAX ASSESSORS
OFFICE AND BEING A PARCEL OF LAND CONVEYED TO ANN DUNLAP WARLICK, TRUSTEE OF THE ANN DUNLAP WARLICK
LIVING TRUST BY DEED RECORDED IN INSTRUMENT 21094025 IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE.

BARTLETT ANNEXATION EXHIBIT

ANN DUNLAP WARLICK, TRUSTEE OF THE ANN
DUNLAP WARLICK LIVING TRUST

PCL ID: D0137 00114, B0137 00115, D0137 00113, D0147 00014

CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE

SCALE: 1" = 700'
DATE: 9/29/2023

DRAWING FILE: EXHIBIT
DRAWN BY: JSL

Packet Pg. 217

Attachment: ANN DUNLAP WARLICK (003) (3477 : Res. 03-24 Annex Marshall Property, Parcel ID D014700014)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3478)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Agreement

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3478 A

Set a Public Hearing for February 13, 2024 for 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.

WHEREAS, the City of Bartlett, having been petitioned by interested persons proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

WHEREAS, a plan of services for the territory proposed for annexation by owner consent has been reviewed by the City of Bartlett Planning Commission; and **WHEREAS**, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

NOW THEREFORE BE IT RESOLVED by the City of Bartlett Tennessee as follows:

- A. That a public hearing is hereby scheduled for 6:00 pm on February 13, 2024 at Bartlett City Hall Council Chambers, on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

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.

- B. That a copy of this resolution, describing the territory proposed for annexation by owner consent, along with the plan of services, shall be promptly sent to the last known address listed in the office of the county property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.

- C. That a copy of this resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Bartlett, and by publishing notice of the resolution at or about the same time in the Bartlett Express, a newspaper of general circulation in such territory and the City of Bartlett.
- D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the plan of services shall be published in a newspaper of general circulation in the City of Bartlett not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Exhibit A

ANNEXATION PLAN OF SERVICES

INTRODUCTION

This Plan of Services has been developed for the proposed annexation of ±219.43-acres of land located in the northwestern region of the City of Bartlett's Reserve Areas that is within our designated Urban Growth Boundary. The properties are within the Shelby County unincorporated area and they are zoned "CA" Conservation Agricultural.

The proposed annexation area consists of three parcels of land owned by the Warlick family and Marshal family totaling ±219.43-acres (Parcels ID#s D013700114, D013700113, and D014700014). The City has received official owner approvals from both families consenting to be annexed into the City of Bartlett's municipal jurisdiction.

The purpose of the Plan of Services is to provide Administration with 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, understanding that 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 site ready developable land that is eligible for State and Federal Infrastructure Grants as well as other monies that will support this endeavor.

As the annexation process begins, the properties will be rezoned from the Shelby County zoning designation of "CA" Conservation Agriculture to the City of Bartlett's zoning designation of "I-O" Warehouse and Wholesale district, which allows the largest selection of industrial uses. Based on information provided by the Shelby County Tax Assessor's Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat).

Costs

Costs of Services: The estimated Plan of Services costs are projected over the next 3-5 years when a user/developer has selected all or some of the parcels. The estimates in this document are based on full build-out.

Sewer Service: The site is to remain as is until such time that a user is identified, or a site development infrastructure grant is available for an industrial user supported by TNECD. However, the estimates for the sewer service extensions are as follows:

- Sewer Infrastructure estimate is approximately \$3 million

Water Service: The City's water service falls within two categories, water consumption and fire protection. The existing water service in this area is adequate for its current use; however, that use will change once a development is proposed. At that time, waterline extensions and tap fees will be covered either by the developer, or possible grant monies. The needed water service improvement cost are estimated as follows:

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- Street and Sidewalk improvements are approximately \$3.2 million

Revenue

Building Permits:

- It is estimated that the building permit fees will be approximately \$4,300.00 based on a 1 million square feet building or development.

State Share Taxes:

- Not applicable, since there are no residences in the proposed annexed areas.

Property Taxes:

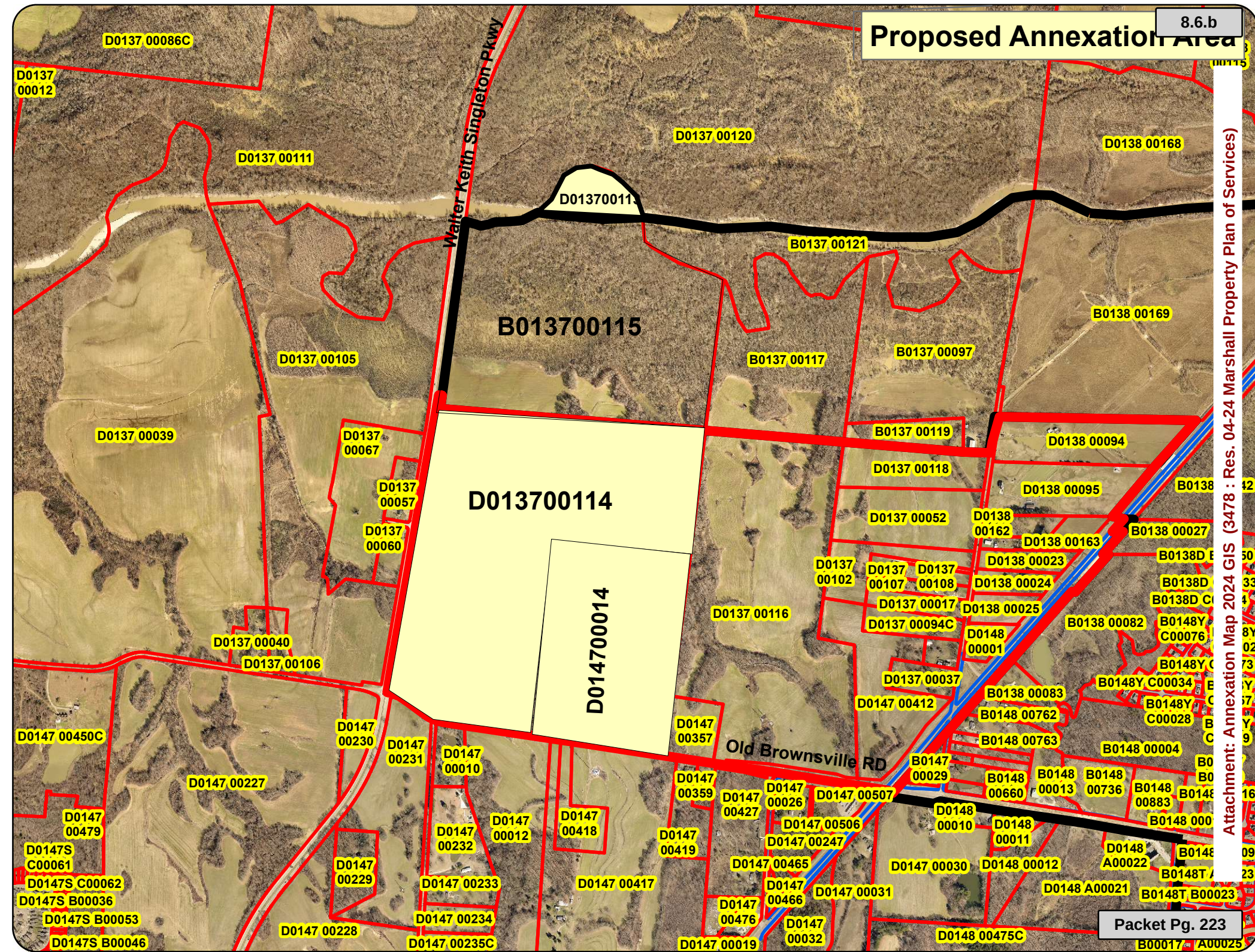
- Shelby County Property taxes will continue under the current rate category until such time that the use changes. City of Bartlett property taxes will be assessed as agricultural vacant land until the use changes.

Zoning Recommendation

The proposed annexation area is currently Zoned “CA” Conservation Agriculture in unincorporated Shelby County. The City is proposing to rezone the properties to the “I-O” Warehouse and Wholesale, which allows the largest selection of industrial uses according to the Bartlett Zoning Ordinance Use Chart. Based on the information provided by the Shelby County Tax Assessor’s Office, as long as the use continues as agricultural, or green open space/greenbelt, the property will be assessed taxes based on that current use. Once the property is developed as an industrial use, it will be assessed taxes based on the new industrial use (with a three-year tax rollback caveat). The annexation by property owner consent, and the rezoning of the property will be reviewed by the Planning Commission for a recommendation to the Board of Mayor and Aldermen for Final approval based on the future intended use of the property.

Summary

This Plan of Services was undertaken due to the “Property Owners Consent” to be annexed into the City of Bartlett’s municipal jurisdiction. Based on the 2014 amended Tennessee Codes Annotated regulations relative to annexations, properties that are used for agricultural purposes may be annexed whether or not they are contiguous with the City’s jurisdictional boundaries as long as the annexation is by property owners consent, and the future intended use of the subject properties are for industrial, commercial, or residential land uses. At this time, the City anticipates an industrial user for the proposed annexed properties. The City also plans to rezone the property to an industrial zoning designation, from Shelby County’s zoning designation of “CA” Conservation Agricultural to the City of Bartlett’s zoning designation of “I-O” Warehouse and Wholesale. There is a portion of a parcel (B013700115) that is between the Loosahatchie river floodway and the proposed annexation parcels that is already within the City of Bartlett’s jurisdiction, which will be rezoned from “A-O” Agricultural and Open Land to “I-O” Warehouse and Wholesale as well.



ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
PCL ID: D0137 00113

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
PCL ID: B0137 00115

BARTLETT CORPORATE LIMITS
UNINCORPORATED SHELBY COUNTY

ANN DUNLAP WARLICK, TRUSTEE OF THE
ANN DUNLAP WARLICK LIVING TRUST
INST: 21094025
PCL ID: D0137 00114

THOMAS F. MAHER, JR.
INST: BU 4742
PCL ID: D0137 00116

JEFFREY LAWRENCE THAL AND
ERWIN R. THAL., TRUSTEES OF
THE BARBARA LYNN THAL TRUST
INST: DE 5180
PCL ID: D0147 00014

BOLEN HUSE ROAD

AUSTIN PEAY HWY - HWY 14

ANNEXATION AREA

KNOWN AS PARCEL NUMBER D0137 00114 AS SHOWN ON TAX MAP NUMBER 73 IN THE SHELBY COUNTY TAX ASSESSORS
OFFICE AND BEING A PARCEL OF LAND CONVEYED TO ANN DUNLAP WARLICK, TRUSTEE OF THE ANN DUNLAP WARLICK
LIVING TRUST BY DEED RECORDED IN INSTRUMENT 21094025 IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE.

BARTLETT ANNEXATION EXHIBIT

ANN DUNLAP WARLICK, TRUSTEE OF THE ANN
DUNLAP WARLICK LIVING TRUST

PCL ID: D0137 00114, B0137 00115, D0137 00113, D0147 00014

CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE

SCALE: 1" = 700'
DATE: 9/29/2023

DRAWING FILE: EXHIBIT
DRAWN BY: JSL

Packet Pg. 224



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3469)

Meeting: 01/09/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3469

Resolution 05-24, a resolution to amend the FY2024 General Fund budget to recognize Shelby County District Attorney General's Office grant award totaling \$30,000 to the Bartlett Police Department for public safety purposes.

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

WHEREAS, the Department has received notice of a \$30,000 grant from the Shelby County District Attorney General's Office to be used for overtime expenses; and

WHEREAS, the Department will partner with the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance and Shelby County to reduce violent crime in Shelby County;

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

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
110.41200.36825	Shelby County Grant	\$30,000	
110.41200.122	Employee Overtime		\$30,000

Adopted this day of January 9, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

**SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2140 PHONE (901) 222-2062 FAX**

DEPARTMENTAL COMMUNICATION

TO: Nelia Dempsey
District Attorney General's Office

FROM: Tyra Stevenson *JA*
Contracts Administration

DATE: July *5*, 2023

SUBJECT: Contract – OJP - Bureau of Justice Assistance
Contract Number: CA2304028

Attached please find **one (1) fully executed** copies of the above-referenced contract that have been executed by Lee Harris, Shelby County Mayor, for Shelby County Government. Please retain a copy for your files and forward a copy to *OJP - Bureau of Justice Assistance* along with a "Notice to Proceed" for the described services of the contract.

Generally, contract(s) contain many terms and conditions and, in a number of instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please insure that the appropriate individual within your department, who is responsible for monitoring and compliance of this agreement, is fully aware of its entire terms and conditions and of any requirements contained therein. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received be spent under a separate contract(s) in a specific manner. Coordination of both contracts is mandatory. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above referenced contract number is shown on all invoices and correspondence pertaining to this contract.

Attachments

Contract (1)
Encumbrance Form Bank
PO (N/A)

Attachment: Project Guardian-City of Bartlett Contract CA2304028_Original (3469 : Res. 05-24 Shelby County DA Grant)

CONTRACT NO. ☐ CA ☐ GA

CA 2304028

CONTRACT AND ENCUMBRANCE INFORMATION SHEET*****AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED*****

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR, AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. DEPARTMENT REQUESTING SERVICES:

Shelby Conty District AttorneyGeneral's Office

2. DEPARTMENT CONTACTS: (OPTIONAL)

Name	Role	Department	Email	Phone	Fax

3. PREPARER NAME, TELEPHONE # AND E-MAIL ADDRESS:

Nelia Dempsey/222-1510 Nelia.Dempsey@scdag.com

4. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:

Project Guardian-Grant Contract

5. PRIME VENDOR NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:

Vendor #	EOC #	Name	Address	Contact Person
not applicable for subgrants				

6. COST OF ITEM OF ITEM OR SERVICE REQUESTED: \$30,000.00

7. TERM OF PROPOSED CONTRACT/AGREEMENT:

AWARD/START DATE 10/01/2020

PROJECTED END DATE 09/30/2023

8. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**

No purchase order to be opened/created

JA

9. COMMODITY CODE(S):

10. CONTRACT TYPE: ☐ Construction ☐ Professional Services ☐ Other

11. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):

****PLEASE ATTACH APPROVAL DOCUMENTS****a. ☐ Bid/RFP Process - # & Dateb. ☐ Emergency/Sole Source

12. LOSB/MBE INFORMATION: PLEASE CHECK THE APPROPRIATE DESCRIPTION

☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE) - Goals☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE) - Goals☐ LOSB (LOCALLY OWNED SMALL BUSINESS) - Goals

13. Subcontractors (if applicable)

Vendor#	Name	Desc of Work	Contract Value	EOC#	NAICS Code(s)
	Shelby County sheriff's Office	overtime/equip	\$143,751.00		
	MPD	overtime/equip	\$144,877.00		
	Bartlett PD	overtime	\$30,000.00		

14. SPECIAL INSTRUCTIONS (Routing, Funding, Budget Transfer in process)

REVIEWED AND APPROVED BY:

DEPARTMENT HEAD

DA1

ELECTED OFFICIAL

DIVISION DIRECTOR

DA1

Attachment: Project Guardian-City of Bartlett Contract CA2304028_Original (3469 : Res. 05-24 Shelby County DA Grant)

**SUBGRANT AGREEMENT
BETWEEN
SHELBY COUNTY TENNESSEE
AND
THE CITY OF BARTLETT**

THIS SUB-GRANT AGREEMENT, hereinafter "Sub-grant" is entered into by and between Shelby County District Attorney General's Office, hereinafter referred to as "SHELBY" and the Bartlett Police Department, hereinafter referred to as "BARTLETT" or "GRANTEE".

WITNESSETH:

WHEREAS, SHELBY is a recipient of grant funds awarded through the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) to participate in the Project Guardian (PG) Grant Program, hereinafter referred to as "Grant," in the total amount of \$318,628, to reduce violent crime in Shelby County, Tennessee; and

WHEREAS, SHELBY was unable to expend all of the awarded grant funds, leaving \$318,628.00 unspent; and

WHEREAS, A Grant Adjustment Notice was submitted to BJA requesting permission for the Bartlett Police Department, Memphis Police Department, and Shelby County Sheriff's Office to expend the remaining \$318,628.00 PG funds for the purpose of violent crime reduction; and

WHEREAS, The Grant Adjustment Notice was approved; and

WHEREAS, The intent of BJA and SHELBY with regard to the use of said funds is set forth in the above-referenced Grant Agreement, hereinafter referred to as Exhibit A; and

WHEREAS, SHELBY will maintain the administrative and financial responsibilities outlined in the Grant Conditions set forth in Exhibit A, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash on hand; and

WHEREAS, the Parties have agreed that to further implement the strategies approved by BJA, \$30,000.00 of SHELBY'S remaining \$318,628.00 awarded in

accordance with Exhibit A shall be used by BARTLETT to pay overtime needs related to crime reduction efforts; and

WHEREAS, the Parties have agreed to the attached budget, hereinafter referred to as Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

SHELBY shall make available to BARTLETT the reimbursement of funding in the amount not to exceed \$30,000.00 for the utilization of allowable personnel costs attached hereto as Exhibit "A" and Exhibit "B" and fully incorporated by reference, as if stated herein verbatim.

II. TERM AND COMPENSATION

1. The term of this Sub-grant Agreement shall be from October 1, 2020 to September 30, 2023. In the event the original Grant Agreement through the Bureau of Justice Assistance (BJA) is extended for any reason, the parties may extend this Sub-Grant Agreement upon mutual written agreement.
2. SHELBY shall reimburse BARTLETT on a monthly and/or quarterly basis following receipt of BARTLETT's invoices for allowable costs incurred, subject to the limits of the Grant Agreement.
3. SHELBY shall not be liable for any expenses incurred by BARTLETT in excess of those stipulated in each budget category contained in Exhibit "B" and fully incorporated by reference, as if stated herein verbatim, unless said Budgets are amended upon approval by the BJA.

III. GENERAL CONDITIONS

Records. BARTLETT shall provide complete access to records pertinent to this Sub-grant to authorized SHELBY personnel in accordance with the paragraphs below. The Grantee and any approved subcontractor or sub-recipient shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period

of less than five (5) full years from the date of the final payment. The Grantee's or sub-recipient's records shall be subject to audit at any reasonable time and upon reasonable notice by the U.S. Department of Justice, the Comptroller General of the United States, Grantor State Agency, the Comptroller of the Treasury, or any of their duly authorized representatives.

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

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

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

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

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

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

Assignments. BARTLETT shall not assign this Sub-grant or enter into a subsequent sub-grant or sub-contract for any of the services performed under this Sub-grant without obtaining the prior written approval of SHELBY.

Subject to Funding. This Sub-grant Agreement is subject to annual appropriations of funds by SHELBY. In the event funds are not appropriated by SHELBY for any fiscal period, this Sub-grant Agreement will be terminated. In the event of such termination, BARTLETT shall be reimbursed for allowable costs incurred prior to the termination date, and subject to the Grant's conditions for reimbursement.

Covenant Against Contingent Fees. BARTLETT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for BARTLETT to solicit or secure this Sub-grant, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for BARTLETT,

any fee, commission, percentage, brokerage fee, gift or other consideration. For breach or violation of this warranty, SHELBY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift or other consideration.

Audits. With reasonable notice and during all phases of the work and services to be provided hereunder, BARTLETT agrees to permit duly authorized agents and employees of SHELBY to enter BARTLETT offices for the purpose of inspections, reviews and audits during the normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. BARTLETT shall maintain documentation for all charges against SHELBY under this Sub-grant Agreement. The books, records and documents of BARTLETT, insofar as they relate to work performed or money received under this Sub-grant Agreement, shall be maintained for a period of three (3) full years from the date of final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by SHELBY, the BJA, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. BARTLETT shall prepare an annual report of its activities funded under this Sub-grant Agreement, including audited financial statements, and submit, within nine (9) months after the close of the reporting period, a copy of such report to SHELBY.

Termination. SHELBY may terminate the Sub-grant Agreement following ten (10) days written notice by SHELBY to BARTLETT of BARTLETT's failure to provide the services specified under this Sub-grant Agreement and BARTLETT's continued failure to comply after receipt of said notice. Either party may terminate this Sub-grant Agreement by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, BARTLETT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date, subject to the Master Grant requirements for reimbursement.

Governing Law. By execution of this Sub-grant Agreement, BARTLETT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Sub-grant Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other.

Compliance. BARTLETT is assumed to be familiar with, and agrees at all times it will observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations in any manner affecting its performance under this Sub-Grant Agreement.

Procurement. BARTLETT agrees to comply with all federal regulations in the performance of its duties under this Sub-grant Agreement, including the federal procuring requirements relative to public contracts and property management.

Lobbying. BARTLETT certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of BARTLETT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. It shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Entire Agreement. This Sub-grant Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Sub-grant Agreement supersedes any prior written or oral agreements between the parties.

Amendments. This Sub-grant Agreement may be modified or amended, only if amendment is made in writing and signed by both parties.

Severability. If any provision of this Sub-grant Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provisions shall be fully severable; and this Sub-grant Agreement 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 Sub-grant Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Sub-grant Agreement a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid and enforceable.

Indemnification. To the maximum extent allowable by applicable law, GRANTEE shall indemnify, defend, save and hold harmless SHELBY COUNTY against any and all claims, liability, losses, or damages arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or

otherwise occur in connection with this Sub-Grant Agreement. This indemnification shall survive the termination or conclusion of this Agreement.

Judgments. SHELBY has no obligation to provide legal counsel or defense to BARTLETT or its subcontractors in the event that a suit, claim, or action of any character is brought by any person, including those not a party to this Agreement, against BARTLETT as a result of or relating to funding provided under this Sub-Grant Agreement, and SHELBY has no obligation for the payment of any judgment or the settlement of any claims against BARTLETT as a result of or relating to the funding provided under this Agreement.

No Waiver. The failure of SHELBY to enforce any provision or exercise a right under this Sub-grant Agreement shall not be considered a waiver. The waiver of provision shall be effective only if it is made in writing by SHELBY, and shall be effective only as to the specific instance or purpose as stated therein.

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

Order of Precedence. It is understood and agreed between the parties that should any of the terms or conditions of this Sub-grant Agreement or its amendments conflict with the terms and conditions of the Grant Agreement or its amendments the terms and conditions of the Grant Agreement and its amendments shall control.

Master List. The Parties to this grant initiative agree to provide a master list of officers associated with this initiative to the Shelby County Sheriff's Office, Office of Finance and Purchasing, Grants Section, for financial reporting purposes.

Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

Notwithstanding the foregoing, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services as an employee or independent contractor outside of his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the state agency's rules, policies or guidelines.

Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment

practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Patents and Copyrights. BJA and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.

Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

Reporting Waste, Fraud, and Abuse. Pursuant to Tenn. Code Ann. Sect. 8-4-404, throughout the period in which a state agency or community grant agency receives public funds, the entity shall display in a prominent place, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following: "NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1800-232-5454."

Notices. Any notices required or permitted to be given under the provisions of this Sub-grant shall be effective only if in writing and delivered either in person to authorized agent as designated below or by First Class or U.S. Mail to the addresses set forth below,

or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY:

Shelby County District Attorney General's Office
201 Poplar Avenue, 11th Floor
Memphis, Tennessee 38103
Attn.: Scott Sharpe
901-222-1459

and

Shelby County Government
Contract Administration
160 N. Main St., 9th floor
Memphis, Tennessee 38103
901-222-2100

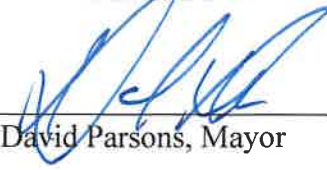
CITY OF BARTLETT:

Bartlett Police Department
3730 Appling Road
Bartlett, TN 38133
Attn: Chief Inspector, J. J. Leatherwood
901-385-5560

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, The parties hereto have executed their duly authorized signatures this 28th day of June 2023.

CITY OF BARTLETT

By: 
David Parsons, Mayor

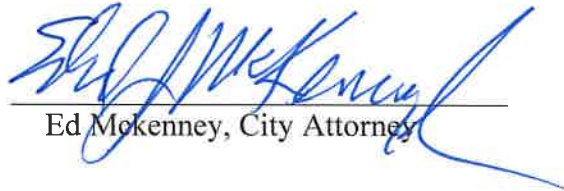
5/23/23
Date

POLICE DEPARTMENT

By: 
Jeff Cox, Chief

5-23-23
Date

APPROVED AS TO LEGAL FORM:

By: 
Ed Mckenney, City Attorney

5/23/23
Date

SHELBY COUNTY GOVERNMENT

By: 
Lee Harris, Mayor

6/28/23
Date

APPROVED AS TO FORM AND LEGALITY:

By: 
Contract Administration
Assistant County Attorney

6-28-2023
Date

**SHELBY COUNTY GOVERNMENT
CONTRACT ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2140 PHONE
(901) 222-2062 FAX**

DEPARTMENTAL COMMUNICATION

TO: Nelia Dempsey
District Attorney General's Office

FROM: Tyra Stevenson *JA*
Contracts Administration

DATE: December *12*, 2023

SUBJECT: OJP - Bureau of Justice Assistance
Contract Number: CA2304028-1

Attached please find **one (1) fully executed** copy of the above-referenced contract that has been executed by Lee Harris, Shelby County Mayor, for Shelby County Government. Please retain a copy for your files and forward a copy to *OJP - Bureau of Justice Assistance*, along with a "Notice to Proceed" for the described services of the contract.

Generally, contracts contain many terms and conditions and, in a number of instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please ensure that the appropriate individual within your department, who is responsible for monitoring and compliance of this agreement, is fully aware of its entire terms and conditions and of any requirements contained therein. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received to be spent under a separate contract in a specific manner. Coordination of both contracts is mandatory. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above-referenced contract number is shown on all invoices and correspondence pertaining to this contract.

Attachment(s):
Contract (1)
PO (n/a)
Encumbrance Form (1)

Attachment: Project Guardian_Amendment_BPD_Fully Executed (3469 : Res. 05-24 Shelby County DA Grant)

CONTRACT NO. ☐ CA ☐ GA CA2304028-**CONTRACT AND ENCUMBRANCE INFORMATION SHEET*******AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED*******THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR, AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.**

1. DEPARTMENT REQUESTING SERVICES:

Shelby County District Attorney General's Office

2. DEPARTMENT CONTACTS: (OPTIONAL)

Name	Role	Department	Email	Phone	Fax

3. PREPARER NAME, TELEPHONE # AND E-MAIL ADDRESS:

Nelia Dempsey/222-1510-Nelia.Dempsey@scdag.com

4. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:

Grant Contract-Project Guardian

5. PRIME VENDOR NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:

Vendor #	EOC #	Name	Address	Contact Person
not applicable for subgrant				

6. COST OF ITEM OF ITEM OR SERVICE REQUESTED: \$30,000.00

7. TERM OF PROPOSED CONTRACT/AGREEMENT:

AWARD/START DATE 10/1/2020

PROJECTED END DATE 09/30/2024

8. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**

No purchase order to be opened/created

9. COMMODITY CODE(S):

10. CONTRACT TYPE: ☐ Construction ☐ Professional Services ☐ Other

11. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):

****PLEASE ATTACH APPROVAL DOCUMENTS****

a. ☐ Bid/RFP Process - # & Date

b. ☐ Emergency/Sole Source

12. LOSB/MBE INFORMATION: PLEASE CHECK THE APPROPRIATE DESCRIPTION

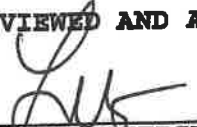
- ☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE) - Goals
- ☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE) - Goals
- ☐ LOSB (LOCALLY OWNED SMALL BUSINESS) - Goals

13. Subcontractors (if applicable)

Vendor#	Name	Desc of Work	Contract Value	EOC#	NAICS Code(s)
	Shelby County Sheriff's Office	Overtime/Equip.	\$143,751.00		
	MPD	Overtime/Equip	\$144,877.00		
	Bartlett PD	Overtime	\$30,000.00		

14. SPECIAL INSTRUCTIONS (Routing, Funding, Budget Transfer in process)

REVIEWED AND APPROVED BY:



 ELECTED OFFICIAL


 DEPARTMENT HEAD

DATE

DIVISION DIRECTOR

DATE

Attachment: Project Guardian Amendment BPD Fully Executed (3469 : Res. 05-24 Shelby County DA Grant)

**Amendment to Agreement
Between
Shelby County District Attorney General's Office and
The City of Bartlett
County Contract No. CA2304028-1A**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 8th day of December, 2023, by and between Shelby County District Attorney General's Office (hereinafter "SHELBY") and The Bartlett Police Department (hereinafter "Bartlett").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement"), County Contract Number CA2304028 on June 28, 2023 to participate in the Project Guardian Grant Program; and

WHEREAS, the parties are entering into an Amendment (hereinafter "Amendment") to extend the term of the Agreement; and

WHEREAS, the Project Guardian grant providing compensation to Bartlett has an end date of September, 2023 as seen on Exhibit A; and

WHEREAS, it has become necessary to amend the end date of the Agreement to extend the term from September 30, 2023 to September 30, 2024 to expend funds from the Grant Program.

NOW THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The term of this Agreement (the "TERM") will be amended to extend the expiration date to September 30, 2024 per Exhibit A.
2. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the 8th day of December 2023.

CITY OF BARTLETT

By: 
David Parsons, Mayor

10/27/23
Date

CITY OF BARTLETT/BARTLETT POLICE DEPARTMENT

By: 
Jeff Cox, Chief

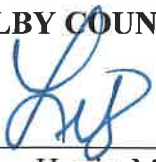
10/29/23
Date

APPROVED AS TO FORM AND LEGALITY:

By: 
Ed McKenney, City Attorney

10/26/23
Date

SHELBY COUNTY GOVERNMENT

By: 
Lee Harris, Mayor

12/8/23
Date

APPROVED AS TO FORM AND LEGALITY:

By: 
Contract Administration/
Assistant County Attorney

12/7/23
Date

Exhibit A

GAM Information

Funded Award Details

Solicitation Title: BJA FY 20 Solicited - Law Enforcement
Project Title: Project Guardian
Project Period: 10/1/20 - 9/30/23
Managing Office: OJP
DOJ Grant Manager: Dara Schulman
Grant Award Administrator: Nelia Dempsey
FAW Case ID: FAW-55219

Federal Award Amount: \$398,864.00
Funding Instrument Type: CA
Program Office: BJA
UEI: QN32ZWF42242
TIN: 626000841

Project Period Extension

✓ New Project Period Start Date

10/1/20

Current Project Period

Current Start Date: 10/01/2020
Current Completion Date: 09/30/2023

Number of Months to extend Project Period Extension End Date

12

Requested Project Period

Project Period Start Date: 10/01/2020

Project Period End Date: 09/30/2024

Total Period of Performance with Requested Extension Months

Attachment: Project Guardian_Amendment_BPD_Fully Executed (3469 : Res. 05-24 Shelby County DA Grant)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3479)

Meeting: 01/09/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3479 A

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.

WHEREAS, the City of Bartlett is initiating this request with owner consent to rezone property described herein from “CA” Conservation Agriculture to “I-O” Wholesale and Warehouse; and from “A-O” Agricultural and Open Land to “I-O” Wholesale and Warehouse; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 2nd day of January 2024, and notice thereof published in *The Bartlett Express*, and made a favorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 13th day of February 2024, and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby rezoned from “CA” to “I-O” and from “A-O” to “I-O”.

Being a description of the Ann Dunlap Warlick, Trustee of the Ann Dunlap Warlick Living Trust Property Parcel IDs: D013700114 and B013700115 as recorded in instrument 21094025 and the Gordon D. Marshall Property Parcel ID D014700014 as recorded in Instrument DE5180.

SECTION 2. 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 3. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: January 9, 2024

Second Reading: January 23, 2024

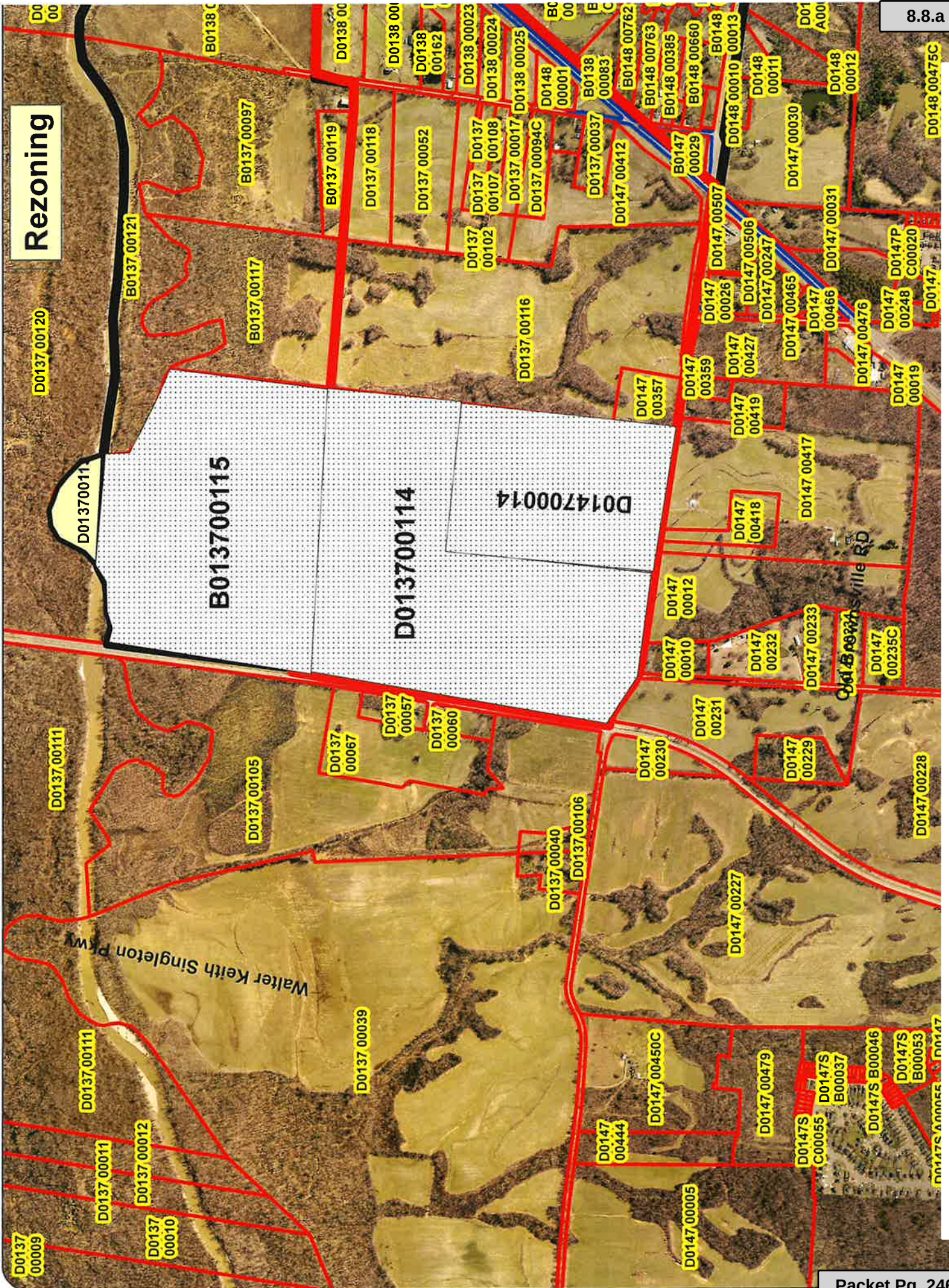
Third Reading: February 13, 2024

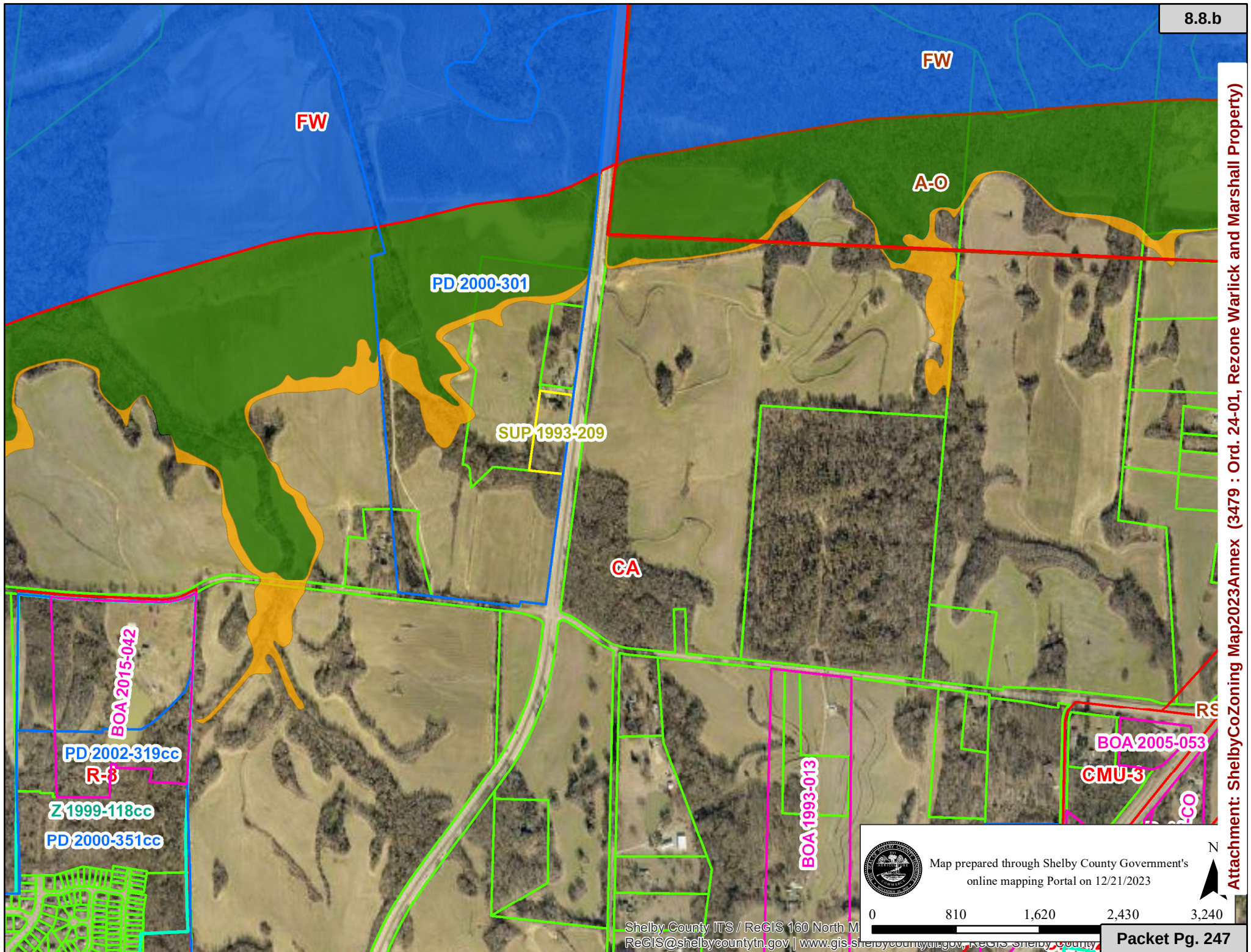
Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Rezoning





Map prepared through Shelby County Government's online mapping Portal on 12/21/2023

Shelby County ITS / ReGIS 160 North Main Street
ReGIS@shelbycountyttn.gov | www.gis.shelbycountyttn.gov, ReGIS Shelby County

0 810 1,620 2,430 3,240

Packet Pg. 247

Attachment: ShelbyCoZoning Map2023Annex (3479 : Ord. 24-01, Rezone Warlick and Marshall Property)