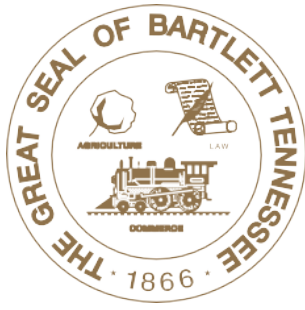




City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, August 26, 2025 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Caleb Adams, Christian Life Church

FUTURE MEETINGS

Beer Board, September 2 at 6 p.m.

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

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

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

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

RECOGNITIONS

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

MINUTES ACCEPTANCE

- 1 Minutes of the August 12, 2025 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.

- 1 Resolution 27-25, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the "RS-10" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

- 2 **Resolution 29-25, a resolution approving a Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Road Suite 111, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 3 **Resolution 30-25, a resolution approving a Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

UNFINISHED BUSINESS

- 1 **Resolution 27-25, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the "RS-10" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 2 **Resolution 29-25, a resolution approving a Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Road Suite 111, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 3 **Resolution 30-25, a resolution approving a Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, within the "C-H" Highway Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

CONSENT AGENDA

- 1 **Proposal for Citywide Pest Control Services. (Dick Phebus, Director of Finance)**

We recommend the proposal be awarded to Nu Era Pest Control with an overall annual pricing of \$17,520.00. Funds are available in various building maintenance. departmental accounts.

2 Bid for Annual Paving Operations and Pavement Marking Projects. (John Horne, Director of Engineering)

Recommend awarding bids to the following contractors:

Asphalt Paving Operations: Lehman-Roberts and Standard Construction

Pavement Markings: Traf-Mark

Reclamite Rejuvenator: Pavement Technology Inc.

HA5: Holbrook Asphalt Company.

Funds are available in Accounts 121.48121.278, 311.48311.780.456, and 311.48311.772.458.

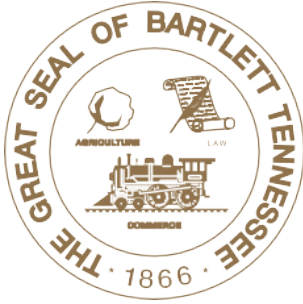
NEW BUSINESS

- 1 Resolution 28-25, a resolution to approve the Industrial Development Board of the City of Bartlett, Tennessee's First Amendment to the Economic Impact Plan for the Union Depot Mixed Use Development Tax Increment Financing application. (Kim Taylor, Director of Planning and Economic Development)**
- 2 Resolution 33-25, a resolution authorizing the City of Bartlett to participate in the Property Conservation Matching Grant Program from Public Entity Partners. (Dick Phebus, Director of Finance)**
- 3 Ordinance 25-04, an ordinance to amend the City of Bartlett Cable Television Ordinance, Title 9, Chapter 5. (Will Wyatt, Assistant City Attorney). The public hearing to be set for September 23, 2025.**
- 4 Ordinance 25-05, an ordinance to enact the City of Bartlett Telecommunications Ordinance, Title 9, Chapter 8. (Will Wyatt, Assistant City Attorney). The public hearing to be set for September 23, 2025.**

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, August 12, 2025 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

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

Absent: Alderman David Reaves

INVOCATION

Opening prayer by Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, August 14 at 6 p.m.

Historic Preservation Commission, August 18 at 6:30 p.m. (canceled)

Bartlett Arts Council, August 19 at 6 p.m.

BPACC Advisory Board, August 19 at 6 p.m.

Design Review Commission, August 19 at 6:30 p.m. (canceled)

Board of Zoning Appeals, August 21 at 6:30 p.m. (canceled)

Family Assistance Commission, August 25 at 6 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

1 Minutes of the July 22, 2025 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 **Special Event Permit for The Legend of Stanky Creek Mountain Bike and 10k Trail Race. (Trey Arthur, Director of Code Enforcement)**
- 2 **Purchase nine Dodge Durangos from Columbia CDJR. (Jeff Cox, Chief of Police)**
- 3 **Purchase eight mobile computers and supporting equipment. (Jeff Cox, Chief of Police)**
- 4 **Purchase a Chevrolet truck from Wilson County Motors. (Jeff Cox, Chief of Police)**
- 5 **Purchase a Toyota truck from Wilson County Motors. (Jeff Cox, Chief of Police)**
- 6 **Purchase two Ford Bronco Sports from Ford of Murfreesboro. (Jeff Cox, Chief of Police)**
- 7 **Purchase eight in-car cameras, 15 body-worn cameras, and associated items from Motorola Solutions. (Jeff Cox, Chief of Police)**
- 8 **Bid to equip nine new police vehicles with emergency equipment. (Jeff Cox, Chief of Police)**

- 9 **Purchase a Ford Maverick AWD SuperCrew XLT. (Tommy Gately, Fire Chief)**
- 10 **Commercial Subdivision Contract for JTB Subdivision. (John Horne, Director of Engineering)**

NEW BUSINESS

- 1 **Resolution 31-25, a resolution to amend the Fiscal Year 2026 Bartlett City General Purpose School Fund. (Dick Phebus, Director of Finance)**

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

- 2 **Resolution 32-25, a resolution authorizing the City of Bartlett to participate in the Judy Housley Safety Partners Matching Grant Program from Public Entity Partners. (Dick Phebus, Director of Finance)**

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

OPEN DISCUSSION

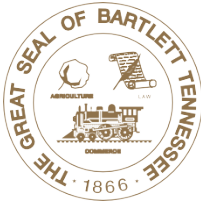
Joy Phoummavong, 5095 Guffin Road, spoke regarding 5G, her phone, and medical complications she believes is a result of 5G. Mayor Parsons suggested she speak with Deputy Police Chief Golden after the meeting.

ADJOURNMENT

Adjourned at 6:13 p.m.

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

David Parsons, Mayor



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

Resolution 27-25

Meeting: 7/22/2025 6:00 PM
Department: Planning
Category: Resolution
Prepared By: Sam Harris, Senior
Planner
Initiator:
Sponsors:

A Resolution Approving a Special Use Permit to Allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the “RS-10” Single Family Residential Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard within the “RS-10” Single Family Residential Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “RS-10” Single Family Residential Zoning District to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard on Monday, July 7, 2025, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Zoning Appeals reviewed a proposed variance from the minimum lot size requirement for a Planned Development on Thursday, December 19, 2024, in accordance with their regulations and granted the variance; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of August, 2025, and approved the Special Use Permit to allow a Planned Unit Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, subject to the following conditions:

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/ Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP, a TDEC permit, and an ARAP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired, it shall be shifted to the west to line up or offset west of the street on the north side.
5. All new utilities shall be underground.
6. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

7. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
8. Area for storm water detention is to be shown and labeled non-buildable.
9. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
10. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
11. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

12. Detention shall be shown.
13. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

14. Sewer profile will be required.
15. Structure and pipe data shall be shown with space provided for as-builts.
16. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connection and a concrete collar.
17. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan:

18. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
19. EPSCs shall be shown in areas of off-site sewer installation.
20. An additional sheet is required for final stabilization of the site.
21. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan:

22. Detention will be required, provide detention analysis.

Planning Comments:

1. Staff recommends the front yard setback for Bartlett Boulevard be adjusted to 30 feet in order to make room for the realignment of the private drive with Countryhill Drive.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.

3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
7. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
8. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open spaceareas.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, incorporating the above listed conditions, is approved.

ADOPTED THIS 26th DAY OF AUGUST, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

SAVE

PRINT

EMAIL



Bartlett

T E N N E S S E E

HOMETOWN PROUD

PC Planned Development Application Application

Date: 06/02/2025

Project Information

Property Address: 0 Bartlett Blvd

Project Name:

Present Zoning: RS-10

of Lots:

5

Description: SFR

Applicant / Owner

Applicant Name: Gustavo Vazquez

Company Name:

Address: 3708 Raleigh Millington

City, State, Zip: Memphis, TN 38128

Phone: 9013838668

Email: gustavo28leonel@gmail.com

Owner Name:

Gustavo Vazquez

Company Name:

Address:

3708 Raleigh Millington

City, State, Zip:

Memphis, TN 38128

Phone:

9013838668

Email:

gustavo28leonel@gmail.com

Architect / Engineer

Architect Contact:

Company Name:

Address:

City, State, Zip:

Phone:

Email:

Architect Contact:

Company Name:

Address:

City, State, Zip:

Phone:

Email:

David Bray

The Bray Firm

2950 Stage Plaza North

Bartlett, TN 38134

9013838668

dgbay@comcast.net

I do hereby certify that the information contained herein is true and correct.

David Gean Bray

Name

06/02/2025

Date

Planning Commission Planned Development Checklist

Plot Plan And Legal Description (each parcel, if more than one)

- ☒ Plot plan, drawn at a scale no smaller than 1" = 100', showing the following information for each parcel (several parcels may be included on one sheet):
 - ☒ Name and location of planned development, name of owner and designer, date, north point, and scale.
 - ☒ Location of existing and platted property lines, streets, buildings, water courses, railroads, sewers, bridges, culverts, drain pipes, water mains, easements, and the present zoning classification of the site and adjoining land.
 - ☒ Proposed street names and the location and dimensions of proposed streets, drives, alleys, easements, parking areas, parks and other open space, reservations, lot lines, and building setback lines.
 - ☒ A drainage plan showing the existing and proposed drainage with contour intervals at not less than two feet. Also, provide flood hazard details when applicable.
 - ☒ All dimensions and acreage to the nearest tenth, building locations, number of dwelling units, landscape plans, and other information as may be required by the Planning Commission.
 - ☒ Requested uses, including purpose (attach statement, one page maximum).

- ☒ Buffer planting areas.
- ☒ A tree survey by a certified arborist is required if there are trees larger than 6" in diameter on the site.
- ☒ A tree protection plan that is signed by a surveyor and arborist showing trees to be removed and saved is required.
- ☒ Erosion control plan.
- ☒ Location of sewer and water services and water meter sizes.
- ☒ Legal description (may be attached to plot plan).
- ☒ One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

Vicinity Map

- ☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.
- ☒ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

- ☒ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.
- ☒ Self-adhesive mailing labels for the list of property owners (two sets).

Include a fee with this application (payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$30 per additional acre to a maximum of \$2,000. The fee is not refundable. Amendment fee is \$300 plus \$30 per additional acre over five to a maximum of \$2,000.

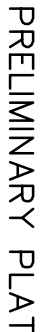
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

NOTES :

1. SETBACKS
A. MIN. FRONT- 40 FEET BARTLETT BLVD., 30 FEET YALE ROAD
B. MIN SIDE- 5 FEET
C. MIN. REAR- 25 FEET
THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD
HAZARD AREA PER FEMA FLOOD MAP #4715(C0)906
DATED FEBRUARY 6, 2013.

3. IF SETTLEMENT OCCURS ALONG ANY OF THE PUBLIC EASEMENTS WITHIN THE PRIVATE PROPERTY, THE OWNER SHALL BE RESPONSIBLE FOR ALL REPAIRS. IN THE EVENT THAT "PUBLIC WORKS" HAVE TO BE RESPONSIBLE FOR EXCAVATION, BACKFILL, COMPLETION, OR MAINTENANCE OF ANY OF THE PUBLIC EASEMENTS, THE PRIVATE SUB-BASE MATERIAL, BUT THE OWNER SHALL BE RESPONSIBLE FOR ALL FINISH WORK INCLUDING, BUT NOT LIMITED TO ASPHALT, CONCRETE AND LANDSCAPING.

4. DRAWS AND OTHER PERMANENT STRUCTURES/IMPROVEMENTS SHALL NOT BE PLACED IN SEWER, WATER, OR DRAINAGE EASEMENTS OR OVER SEWER AND WATER SERVICES LOCATED ON PRIVATE PROPERTY.
5. THE CITY SHALL HAVE INGRESS/ EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.
6. ALL NEW UTILITIES SHALL BE UNDERGROUND.

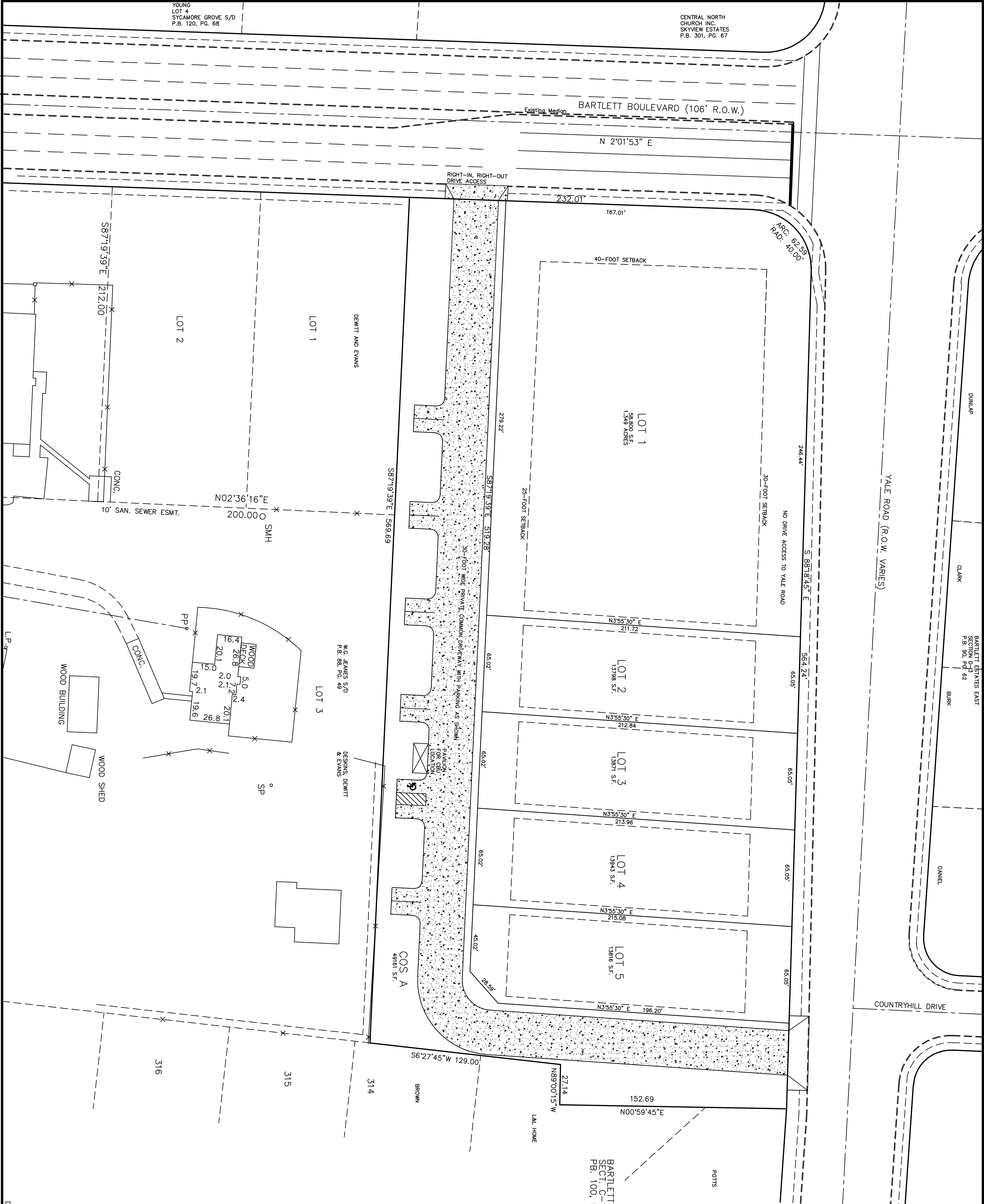


APPLICANT

GUSTAVO VAZQUEZ
3708 RALEIGH MILLINGTON ROAD
MEMPHIS, TN 38128
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

DATE: JUNE 2025 SCALE: 1"=30' LOTS: 5 3.75 ACRES ZONED: RS-10



Gustavo Vazquez

3708 Raleigh Millington Road
Memphis, TN 38128

The Bray Firm
2950 Stage Plaza North
Bartlett, TN 38134

Applicant

Engineer

Owner

Donna Dewitt & Jeremy Evens
3338 Bartlett Blvd
Memphis, TN 38134

Zane & Sherry Deskins
3332 Bartlett Blvd
Memphis, TN 38134

Central North Church
5955 Yale Rd
Memphis, TN 38135

S J & Brendella Jenkins
6096 Lessa Ln
Memphis, TN 38134

Amber Lewis
6088 Lessa Ln
Memphis, TN 38134

Norman & Roma Potts
6082 Lessa Ln
Memphis, TN 38134

TARA HENRY
3369 Acree St
Bartlett, TN 38134

Chad Brown
3361 Acree St
Bartlett, TN 38134

Michael Skorich
3351 Acree St
Memphis, TN 38134

William & Shelby Eldridge
3343 Acree St
Memphis, TN 38134

Robert & Lindsay Wise
3335 Acree St
Bartlett, TN 38134

Aaron & Lacey Wise
3325 Acree St
Bartlett, TN 38134

Kevin & Louise Cranford
3317 Acree St
Memphis, TN 38134

Dalton Ellenbecker
3316 Acree St
Bartlett, TN 38134co

Millie & Lillie Hopkins & Jessie Swift
3326 Acree St
Bartlett, TN 38134

Sherry & Zane Deskins, Donna Dewitt &
Jeremy Evens
3320 Bartlett Blvd
Memphis, TN 38134

Kelbert & Rebecca Fagan
3336 Acree St
Bartlett, TN 38134

Carol Fly
3344 Acree St
Bartlett, TN 38134

Antonia Smith
3352 Acree St
Bartlett, TN 38134

Larry & Eunice Simmons
6091 Lessa Ln
Memphis, TN 38134

Natalie Clem & Jonathan Bickers
3359 Dabler Pl
Memphis, TN 38134

Christopher & Nicole Humphrey
3349 Dabler Pl
Bartlett, TN 38134

Linda, Lisa, & Lynette Wallace
3341 Dabler Pl
Memphi, TN 38134

Collin & Rebecca Vallantina
5981 Pamela Ann Dr
Memphis, TN 38135

Anthony & Tenika Moment
3418 Pamela Ann Dr
Bartlett, TN 38135

Larry & Teresa Young
3353 Bartlett Blvd
Bartlett, TN 38135

Jesse & Donna McNatt
3343 Bartlett Blvd
Memphis, TN 38135

Brendan Mosely
6099 Kevin Dr
Memphis, TN 38135

Carl & Mary Heinrick
6091 Kevin Dr
Memphis, TN 38135

Joann Trott
6081 Kevin Dr
Memphis, TN 38135

Jonathan & Connie Bowland
6069 Kevin Dr
Memphis, TN 38135

Allen & Myrna Daniel
6051 Kevin Dr
Memphis, TN 38135

Steven & Gloria Burk
6041 Kevin Dr
Memphis, TN 38134

Joseph & Belinda Hill
3417 Flintlock Dr
Bartlett, TN 38134

Timothy & Lisa Dunlap
6023 Kevin Dr
Memphis, TN 38135

Phillip & Donna Clark
6033 Kevin Dr
Memphis, TN 38134

Sandra & Richard Vallon
3421 Jenny Ln
Memphis, TN 38135

Mario Boyd
6042 Kevin Dr
Memphis, TN 38135

Cameron & Robin Mccown
6034 Kevin Dr
Memphis, TN 38135

Donald & Carol Gregory
3423 Countryhill Dr
Memphis, TN 38135

Marcus Bell
3422 Countryhill Dr
Bartlett, TN 38135

Municipal Planning Commission

Minutes

Monday, July 7, 2025 - 6:30 P.M.

The Bartlett Planning Commission (PC) met in the City Hall Assembly Chamber on Monday, July 7, 2025 at 6:30 p.m. for a regularly scheduled meeting.

The following members were present:

David Hunt
Jack Young, Alderman
Paul Kaiser, Chairman
Jim Lamb, Vice Chairman
Ken Demetriou
James Reid
Don Conway
John Conroy
Greg Easton

The following staff/advisors were present: Kim Taylor, Director of Planning; Sam Harris, Senior Planner; Leslie Brock, Planner; Trey Arthur, Director of Code Enforcement; Erin Campbell, Assistant Director of Engineering; Craig Jones, Deputy Fire Marshal; Ed McKenney, City Attorney

Alderman Jack Young opened the meeting with a prayer.

The Pledge of Allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the Monday, June 2, 2025 meeting:

Jack Young made a motion to approve the minutes of the Monday, June 2, 2025 meeting as submitted. David Hunt seconded the motion. Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted "YES". **Motion carries.**

NEW BUSINESS

Public Hearing

Planned Development

1. Bartlett Boulevard & Yale Road Planned Development, Parcel B015700333 (David Bray, The Bray Firm)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. David Bray with The Bray Firm, who is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located at the southeast corner of Yale at Bartlett Boulevard, and it is within the "RS-10" Single-Family Residential Zoning District.

BACKGROUND: On November 4, 2024, the Planning Commission made a favorable recommendation to the Board of Mayor and Aldermen for an 8-lot planned residential development on the subject property. The application was withdrawn by applicant prior to Board of Mayor and Aldermen approval.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop 3.66 acres of land into a 5-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,816 square feet to 58,800 square feet (1.34 acres). The proposed housing density is 1.36 units per acre and the minimum yard setbacks are:

<u>Actual</u>	<u>RS-10 Zoning District</u>
A. Front – 30 feet Yale/ 40 feet Bartlett Boulevard	Front – 30 feet
B. Side – 5 feet	Side – 5/10 feet
C. Rear – 25 feet	Rear – 25 feet
D. Width – 65.05 feet	Width – 80 feet

The proposed planned development features a 49,161 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road and a right in/right out only on Bartlett Blvd.

Recommendation: Approval of a favorable recommendation by the Planning Commission to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired it shall be shifted to the west to line up.
5. All new utilities shall be underground.
6. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

7. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
8. Area for storm water detention is to be shown and labeled non-buildable.
9. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
10. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
11. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

12. Detention shall be shown.
13. Plan and profile sheet for road should be included.

Sanitary Sewer Plan (NOT INCLUDED):

14. Sewer profile will be required.
15. Structure and pipe data shall be shown with space provided for as-builts.
16. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
17. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan (NOT INCLUDED):

18. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
19. EPSCs shall be shown in areas of off-site sewer installation.
20. An additional sheet is required for final stabilization of the site.
21. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan (NOT INCLUDED):

22. Detention will be required, provide detention analysis.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.

7. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
8. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

Chairman Kaiser called for questions from the PC for Director Taylor.

David Hunt asked why there was a reduction in the number of lots being developed on the property. Director Taylor indicated there is a new owner with a new plan.

Chairman Kaiser asked if the applicant was present.

David Bray, The Bray Firm, 2950 North Stage Plaza, Bartlett, TN 38134, came forward. Mr. Bray acknowledged they accept the conditions as presented.

The Public Hearing opened at 6:35 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Planned Development to come forward.

No one came forward to speak in favor of the Planned Development.

Chairman Kaiser called for any citizen wishing to speak in opposition to the Special Use Permit to come forward.

Mr. Zane Deskins, 3332 Bartlett Boulevard, Bartlett, TN 38134, came to the podium.

Mr. Deskins stated he owns the property adjacent to the proposed development and is concerned that he and his family will be unable to subdivide the property

behind their homes as it will be landlocked with no access to Bartlett Boulevard or Yale Road. Senior Planner Sam Harris explained that Mr. Deskins would have to build a road and add the utilities as the other property owner is doing to have the required frontage for the RS-10 subdivision development.

Additionally, Mr. Deskins also stated he only received the first notification of the development of the property the previous week. Senior Planner Sam Harris provided the information the city has sent three mailings/public notifications for the development of the property.

The Public Hearing adjourned at 6:43 p.m.

No further discussion.

James Reid made a motion to forward a Favorable Recommendation to the Board of Mayor and Aldermen for the Bartlett Boulevard and Yale Road Planned Development, Parcel B015700333. Don Conway seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Public Hearing **Special Use Permit**

2. Secondhand Retail, 7610 Highway 70 (Raymond Couch, Goodwill Memphis, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Raymond Couch with Goodwill Memphis, who is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use. The subject property is located at 7610 Highway 70. The subject property is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is located within the Corner Shops of Highway 70 Subdivision on Lot 1. The site was a Starbucks Coffee drive thru restaurant. The current use is a Baby Jack's BBQ restaurant with a drive thru window/lane. The building is 1,800 square feet. Memphis Goodwill, Inc. is under contract to lease this property. On April 17, 2025, the Board of Zoning Appeals upheld the decision of the Building Official that an Attended Donation Center (ADC) is a donation collection, storage, and distribution facility that is a permitted use within the "I-P" and "I-O" zoning districts with Site Plan approval by the Planning Commission and Design Review Commission, but that the proposed use is not permitted in the "C-H" Highway Business Commercial Zoning District.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use on the subject property located at 7610 Highway 70. According to Article V, Chart I of the Zoning Ordinance, secondhand retail use requires obtaining a Special Use Permit. The applicant is proposing to utilize some of the building as a secondhand retail store for their e-commerce items, jewelry, collectibles, and the like. However, they will still be proposing to utilize part of the building as an Attended Donation Center (ADC). Since they are proposing a secondhand retail use component that is allowed with SUP approval within the "C-H" Highway Business commercial zoning district, then the Attended Donation Center (ADC) could be considered an ancillary use of the primary secondhand retail use. The surrounding Zoning Districts are "C-H" Highway Business to the north, "C-L" Neighborhood Business and "C-H" Highway Business to the south, "C-L" Neighborhood Business and "RS-12 Single Family Residential to the east", and "C-H" Highway Business to the west. The surrounding uses include: single family residential, bank, drive thru restaurants, restaurants, multi-tenant retail, physical therapy office, and grocery store.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

1. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
2. The proposed gates appear to be located over previously installed private drainage.

Planning Conditions:

1. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Site Plan application for approval by the Design Review Commission for all exterior changes proposed to the subject property.
2. According to the applicant, the access driveways will be gated to prevent dumping after hours. However, this may encourage customers to drop off donations in the shared ingress/egress easement of the commercial center during off hours.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor. No questions were asked.

Discussion

Raymond Couch, Director of Goodwill, Memphis, spoke to the plans for this property. He stated this is a new business model for Goodwill and will be the first of its kind in the Memphis area. The primary inventory will be collectibles such as jewelry, art, baseball cards, comics, etc. The facility will also be used for the emerging E-Commerce market of Goodwill, Industries, as well as a collection point/drop-off point.

Mr. Hunt asked how big the building is and how much will be devoted to the sales floor. Mr. Couch said the building is 1800 sq. ft. with approximately 35% of the building will be used for the sales floor.

Mr. Easton asked why would Goodwill open a facility approximately two miles away from their current storefront. Mr. Couch indicated that this store will not be selling the same kind of merchandise and Bartlett has a higher income that will support this new business model. The donation site will be attended with no ability to drop off items after-hours.

Mr. Young asked if only 35% of the space will be dedicated for the sales floor, why not do it at the other location. Mr. Couch responded that Bartlett has higher-end buyers that will appreciate the new space.

Mr. Reid asked how effective their sales will be if only approximately 550 sq. ft. available for inventory. Mr. Couch said that it will be dependent on the layout and type of fixtures that are used in the space.

The public hearing opened at 7:03 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Special Use Permit to come forward.

Steve Stewart, 3011 Christoval Cove, Bartlett, TN 38133, came to the podium. He has worked with Goodwill Industries in the Memphis area for years doing signage at their various locations. Mr. Stewart believes the organization has a good mission and spoke highly of the Collierville Goodwill Bookstore experience.

Will Clem, 12251 Grand Ridge Lane, Arlington, TN, 38002, came forward. He is the current owner of Baby Jack's, 7610 Hwy. 70, Bartlett, TN 38133. Mr. Clem has seen the architectural renderings of the proposed store and said they look very nice. He believes the store will be a good addition to the community.

Chris Woods, 9150 Anderton Springs Drive, Bartlett, TN 38133, has worked with Goodwill since 2006. Mr. Woods said that Goodwill manages their facilities well. He indicated that a gate/fence could be added to the property to deter any after-hours drop offs.

Chairman Kaiser called for any citizen wishing to speak in opposition of the Special Use Permit to come forward.

Ray Stroud, 7504 Delmonico Cove, Bartlett, TN 38135, came to the podium. Mr. Stroud stated that he used to operate a business next door to a thrift store and it was a negative experience. This is not an ideal proposition for this location. Please disapprove this request.

Tim Kellum, 3730 Appling Lake Dr., Bartlett, TN 38133 approached the podium. He said that he is concerned about the increased pollution from increased traffice and the level of littering and debris due to the donation drop-off.

Patricia Stroud, 7504 Delmonico Cove, Bartlett, TN 38135, came forward to speak against the Special Use Permit. She is against the plan as presented with the majority of the building being proposed as a drop-off center.

Melanie Busch, 3904 Wheelers Run Cove, Bartlett, TN 38135, came forward to add her voice to the opposition. She reiterated the same reasoning as her previous concerned neighbors.

Cheryl Edwards, 7501 Delmonico Cove, Bartlett, TN 38135, approached the podium to add her comments to the opposition. She said young families are moving into the area and investing in their homes, which this development will be a detriment to their efforts. Ms. Edwards also shared that she has been to the Collierville Goodwill bookstore location and said it is in their commercial district on West Poplar Avenue.

Larry Patrick, 7537 Delmonico Cove, Bartlett, TN 38135, believes the retail portion is not the primary issue, it is the drop-off donation center. The litter will only increase.

Amy Brown, 7491 Delmonico Cove, Bartlett, TN 38135, spoke in opposition to the plan.

Charlotte White, 7426 4th Avenue, Bartlett, TN 38135, said her residence is the closest to the proposed store; and the store is a detriment to the neighborhood.

Rudolph Brown, 7491 Delmonico Cove, Bartlett, TN 38135, spoke against the proposal.

Senior Planner Sam Harris read a letter of oppostion received by the Planning Department into the record.

*Rudolph Glen and Amy Brown
7491 Delmonico Cove
Bartlett, TM 38135*

glenbrown@jrbowman.com
901-412-9737
06/30/2025

Attention: Director Kim Taylor:

We are writing to express our strong opposition to the proposed opening of a Goodwill thrift store in our community, especially since there is a Goodwill store at Stage and Highway 70 approximately 2.5 miles from the proposed location. While Goodwill Industries may be widely recognized as a charitable organization, we believe that the presence of a Goodwill retail outlet in our neighborhood would have multiple negative consequences that outweigh any perceived benefits. **From the Bartlett city Mayor's Vision Plan 2030:** „In 2023, the City of Bartlett obtained community input from a survey compiled by the University of Memphis. Respondents indicated that one of the five most essential focus areas moving forward along with safety, city infrastructure, economic health, and parks was **improved retail offerings.**“ Goodwill is not a quality retail store with improved retail offerings.

The following is a summary of our concerns:

Local small businesses are the backbone of our community, providing personalized service, reinvesting profits locally, and contributing to the unique character of our area. The introduction of a corporate-backed thrift store such as Goodwill can draw customers away from these businesses, often resulting in reduced revenue or even closures. This is particularly concerning for shops that cannot compete with Goodwill's brand recognition or pricing strategies. Also, any nearby small clothing stores or shops may be squeezed out by the increased Goodwill presence. Moreover, Goodwill's status as a nonprofit provides it with tax advantages that are not extended to small local businesses, further skewing the competitive landscape.

Because Goodwill is not a quality retail store with improved retail offerings, there is also a risk for a decline in property values, affecting neighborhood identity and decreasing the surrounding neighborhoods aesthetic values. The homeowners in our neighborhood are looking for quiet, high quality, and less dense area to live in. We don't want to see our streets become more congested with more traffic and more people that might make it unsafe for our children and grandchildren to bike and walk safely in our neighborhood areas.

Another reason for concern is that, although promoted as environmentally friendly, Goodwill stores are known **to generate substantial waste and sanitation problems. There have been multiple accounts of Goodwill stores accepting and reselling items infested with bed bugs or other pests, posing serious health and sanitation risks.** These infestations can be easily transferred to customers' homes, potentially creating community-wide issues that are costly and distressing to resolve. Also, a substantial portion of donations are unsellable and end up in landfills, contributing to the very waste problem the organization claims to help alleviate. The store's practices around disposing of unsold or damaged goods are rarely transparent and frequently problematic.

Goodwill's labor practices have also been widely criticized, particularly regarding their use of subminimum wages for employees with disabilities under Section 14(c) of the Fair Labor Standards Act. While some stores may have reformed these practices, the organization's history and the inconsistency in how different branches are operated raise serious ethical concerns about supporting a company with such a track record. This practice undermines the organization's mission of providing equal pay and erodes public trust.

In light of the above concerns, we respectfully urge you to reconsider the establishment of a Goodwill store in our neighborhood area. There is already a Goodwill store very close to our community, so we believe that opening one in our neighborhood is unnecessary and may cause visitors or potential new residents to perceive the area as economically depressed if there are too many secondhand stores in close proximity.

We believe our neighborhood would be better served by supporting truly local businesses that prioritize community responsibility, improve the quality of life, and enhance the overall well-being of our area.

Thank you for your time and attention to this matter.

Sincerely,
Rudolph Glen and Amy Brown

The Public Hearing closed at 7:33 p.m.

Chairman Kaiser opened the floor for discussion amongst the committee members.

Mr. Hunt asked Mr. Couch what the various salary levels are for Goodwill employees. Mr. Couch introduced Tina Blackmon, Senior VP of Operations. She said the starting hourly wage for employees is \$12.00 per hour, \$15.00 per hour for keyholders, and \$50,000 for general managers. Goodwill covers 90% of the cost of insurance and other benefits for their employees.

Seeing no further discussion, Chairman Kaiser called for a motion to be made.

John Conroy made the motion to approve a Favorable Recommendation to the Board of Mayor and Aldermen with conditions for Secondhand Retail, 7610 Highway 70. David Hunt seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted NO.

Motion FAILS.

Public Hearing **Special Use Permit**

3. Hookah Lounge, Bar or Tavern, 2965 North Germantown Road #120 (Willis White, Sticks & Stones)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Willis White, Jr. with Sticks and Stones, requesting a Planning Commission approval of a favorable recommendation of a Special Use Permit for the operation of a Hookah Lounge, Bar or Tavern (smoking lounge). The subject property is located at 2965 N. Germantown Road, Suite #111 within the “C-H” Highway Business Zoning District.

BACKGROUND: On November 2, 2020, the Planning Commission made an unfavorable recommendation to the Board of Mayor and Alderman for a Tavern, Cocktail Lounge, Night Club, Bar use on subject property. On January 12, 2021, the Board of Mayor and Aldermen voted against granting Sticks and

Stones a Special Use Permit. Deciding to move forward with the business without liquor or live music, on January 21, 2021, Mr. White stated in an email to Planning Director Kim Taylor,

"We would like to serve beer (alcohol content of 5% or less) to be consumed on-premise only. NO liquor (alcohol content greater than 5%) will be served on-premise. -NO stage and NO live band DJ entertainment will happen within our establishment. "

On January 29, 2021, Mr. White described his business on the business license application as,

"Sticks and Stones will be a cigar smokers lounge and restaurant. We are an age restricted establishment (21 and up), we will ID customers as they enter. We will apply to serve beer, however NO liquor or live entertainment."

The Daily Memphian in an article by Omer Yusuf on March 10, 2021, reported,

". . . That was the reality for Sticks X Stones partners Willis White, Jr. and Tavaris Jones after the Board of Mayor and Aldermen voted against granting them a special use permit at its January 12, 2021, meeting. The permit was necessary to allow live music and liquor at Sticks X Stones."

It came to the attention of staff that liquor was being served as well as Sticks and Stones was hosting DJ's and live entertainment. Hours of operation are 6:00 PM to 1:00 AM, which is later than a normal restaurant establishment would stay open.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation of a Special Use Permit for the operation of a Hookah Lounge, Bar or Tavern. According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Hookah Lounge, Bar or Tavern (smoking lounge). The surrounding uses include car dealerships, childcare center, pediatric offices, restaurants, hotel, instrument store, fitness gym, physical therapy clinic, an insurance office, retail stores, office, and automobile gas stations with convenience stores.

RECOMMENDATION: Unfavorable recommendation by staff.

Planning Conditions:

1. In keeping with the Tennessee Non-Smokers Protection Act (TCA Section 31-17-1801) the Applicant shall establish the Hookah Lounge, Bar or Tavern as an Age Restricted Venue restricting access to the facility at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to such facility to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.
2. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

Chairman Kaiser called for questions from the PC for Director Taylor.

Jim Lamb asked when it came to the attention of staff regarding the serving of liquor as well as the hosting of DJ's and live entertainment. Director Taylor deferred the question to Director of Code Enforcement, Trey Arthur.

Director Trey Arthur stated that they became aware approximately three months ago.

Chairman Kaiser asked if the applicant is present. Seeing no owner and/or representative present, Chairman Kaiser called the Public Hearing into session.

The Public Hearing opened at 7:39 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Special Use Permit to come forward.

No one came forward to speak in favor of the Special Use Permit.

Chairman Kaiser called for any citizen wishing to speak in opposition of the Special Use Permit to come forward.

No one came forward. Senior Planner Sam Harris read a letter of opposition received by the Planning Department into the record.

June 24, 2025

*Bartlett City Hall Annex
Attention: Director Kim Taylor
6382 Stage Road
Bartlett, Tennessee 38134*

Dear Bartlett Officials:

Please consider this letter an official vote AGAINST the proposal for the addition of a Hookah Bar Lounge and Tavern, Cocktail Lounge, Night Club or Bar to be located at 2965 North Germantown Road #120. It is disappointing that Bartlett as a Family orientated community would entertain the addition of a "Tavern" as described in the public hearing notice. This type of business can entertain late night activities that do not lend to the Family Atmosphere Bartlett is known for. As an owner and/or resident of a neighboring property we do not feel this is a good fit for our community. The City of Bartlett works hard to keep the standard high. Please consider those who call Bartlett their home and protect our investments by denying the approval of this type of establishment.

Thank you,

DMB Holdings 1 LLC

The Public Hearing closed at 7:40 p.m.

Chairman Kaiser opened the floor for discussion amongst the committee members.

Seeing no discussion, Chairman Kaiser called for a motion to be made.

Jim Lamb made the motion to deny the Favorable Recommendation of a Special Use Permit for the location of a Hookah Lounge, Bar, or Tavern (smoking lounge), 2965 North Germantown Road, Suite #111. Jack Young seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted NO.

Motion PASSES.

Public Hearing

Special Use Permit

4. The Waters at Bartlett Mixed-Use Development, Northeast Corner of New Brunswick Road & Highway 64 (Heidi Spring, Stoa Group)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Heidi Spring with Stoa Group, requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development. The subject property is located at the northeast corner of New Brunswick Road & Highway 64. The subject property is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is 25.73 acres of vacant property. In 2019, the City of Bartlett added the Residential Mixed Use Overlay District to Article VI, Section 29 of the Bartlett Zoning Ordinance. The Residential Mixed Use is a site specific special use intended to allow residential uses with mixed uses including commercial and office developments in buildings of two or more stories. The Residential Mixed Use shall be applied for as a Special Use Permit that will be reviewed by the Planning Commission, requiring the final action of the Board of Mayor and Aldermen. The Special Use Permit for the Residential Mixed Use may be allowed in office zoning districts, commercial zoning districts, and residential zoning districts where existing commercial and office zoning directly abuts residential zoning, or on lots with combination zoning that includes residential zoning along with commercial, and/or office zoning, and having major and/or minor road frontage. In December 2023, the Planning Commission approved a Master Plan for the Hy-Vee Subdivision, but the Hy-Vee grocery store declined to move forward with further development plans for the subject property.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit

to allow a Residential Mixed Use Development on the subject property located at the northeast corner of New Brunswick Road and Highway 64. According to Article VI, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required to move forward with submitting development plans for a Residential Mixed Use Development. The surrounding Zoning Districts are "I-P" Planned Industrial Park to the north, City of Memphis Commercial to the south, and "RS-10" Single Family Residential to the east, and "C-H" Highway Business Commercial to the east and west. The surrounding uses include: industrial park, pest control business, automobile body and paint shop, new and used motor vehicle sales dealership, restaurants, multi-tenant retail, behavioral hospital, and gas station with convenience store. The proposed conceptual plan is as follows:

District	Use	Acreage	Units
1	Residential Flats	12.54	312
2A	Commercial	6.6	N/A
2B	Quick Service Restaurant Commercial	0.59	N/A
			312
District	Use	Acreage	% Total Site Area
COS	Greenspace	6	23.32%

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. A Plat (not submitted) showing all lots, descriptions, easements, Property Owners Association responsibilities should be submitted.
3. A Property Owner's Association shall be set up by the owner with responsibilities specified on the Final recorded Plat.
4. There is a Texas Gas Easement and pipeline across a portion of this site. Plans and necessary applications should be submitted to Texas Gas and the proper permits acquired from Texas Gas where necessary.
5. All new utilities shall be underground.

6. Sidewalk should be installed along the entire length of the East side of New Brunswick Road.

Erosion Control & Stream Buffer (NOT SUBMITTED):

These have been previously discussed with TDEC on previous site layouts.

7. A SWPPP, ARAP Permit and a TDEC permit will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
8. Based on the Site Hydrological Determination:
 - a. The onsite stream that flows from East to West along this site is a Blue Line Stream.
 - b. The stream that flows from North to south is a wet weather conveyance (NOT a Blue Line Stream).
9. A Greenbelt (Stream Buffer) shall be shown on the plans encompassing the Blue Line Stream. This is a requirement of the City's Storm Water Ordinance. This area shall not be encroached upon by any building, structure, or parking area, and shall be so noted on the final plat of the subdivision.
10. The maintenance of this stream and buffer is the responsibility of the Property Owner's Association.
11. There was an area previously designated as Wetlands. The design Engineer must submit complete Hydraulic calculations to the City and TDEC for approval to confirm that the proposed detention pond will not alter the wetlands area.
12. Erosion Control plans will be required.

Water (NOT SUBMITTED):

13. The City of Bartlett engineering staff will perform hydraulic analysis and fire flow testing adjacent to the site and produce final, sealed water plans including the adequately sized water mains.
14. The Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

Grading & Drainage (NOT SUBMITTED):

15. Detention will be required. The applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms. As-built data will be required on detention basin.

Sewer (NOT SUBMITTED):

16. Any sewer cleanout located in a paved area shall comply with the detail approved by Bartlett Codes, which involves brass connections and a concrete collar.
17. The on-site existing sanitary sewer line is recorded with a 10' wide permanent easement and should be re-recorded as a 30' wide easement.
18. This property is in the Fletcher Creek sewer basin, so a private sewer holding tank design and outflow rates will need to be submitted to the City of Bartlett and City of Memphis for acceptance. This design will require approval from the City of Memphis. This will be required before this project can proceed to contract, plan signature, and construction.
19. The developer will epoxy coat up to two sewer manholes downstream of the new pump station and surge tanks for H₂S protection.

Transportation:

20. The Site Plan shows the closing of Brunswick Road at the current intersection with New Brunswick Road. This shall be completed by installing a cove, not shown. This is necessary because of:
 - Safety Concerns at the intersection of New Brunswick Road & Brunswick Road.
 - The current inefficiency of the New Brunswick Road & Brunswick Road intersection.
21. Both TDOT and City Staff are in agreement with this closure. TDOT has stated that the Planning Commission Meeting will satisfy TDOT's requirement for Public Notification of the closure of Brunswick Road.
22. The owner will be required to apply for and get a TDOT permit for this road closure.
23. Based on the proposed plan, traffic on Brunswick Road can continue west bound to New Brunswick:
 - By way of Ladurl Road or
 - By exiting the proposed Brunswick Road Cove and entering the New Site.
24. All roads shown within the Commercial Development shall be Private.
25. Brunswick Road is not inside Bartlett City Limits. Brunswick Road design will need to be reviewed and approved by TDOT and/or Shelby County. There are too many access points. The development should only have one access point to Brunswick Road. Other circulation should be internal to the development.

26. Access to New Brunswick should be limited to 2 driveways (one full movement at a signalized intersection with Wolf Lake Drive and an additional right-in/ right-out).
27. Wolf Lake Drive shall be signalized. Additional signal easement/ROW may be required for signal poles/cabinet, as the west side of the intersection is in the Texas Gas Easement.
28. The AASHTO Greenbook recommends driveway spacings for a 40 mph design speed road be at least 305' apart.
- The Proposed North most driveway is too close to the driveway at Wolf Lake Drive. It is also too close to Ladurl Drive. This driveway should be eliminated from the plan.
 - The proposed south most driveway is so close to US 64 that left turns from this driveway may be dangerous, similar to Brunswick's current connection to New Brunswick. This shall be limited to right-in/ right-out only.
29. A previous Traffic Study showed the Level of Service (LOS) for the New Brunswick-US 64 intersection (overall) dropping below an acceptable level, the following items may be required in order to maintain or improve existing level of service at this intersection:
- Provide Signal Coordination between a new signal at Wolf Lake and the existing signal at New Brunswick-US 64 intersection. This includes design work, necessary installation of fiber to coordinate the two signals (and associated timings) and complete modifications to US 64 signal. It also includes any collaboration with the City of Memphis & TDOT.
 - The traffic study showed the LOS of East Bound Left Turn movements on US 64 dropping from LOS D to E. The Following may be required in order to maintain a LOS D for this movement: Extend the left turn lane on U.S. Highway 64 as far west as it can be extended, including the required taper length, without impacting the next intersection west of the U.S. Highway 64 – New Brunswick intersection, contingent on TDOT approval and add an additional East Bound Left turn lane, creating a double left turn lane (Similar to the Walmart Drive-US 64 intersection).



Planning Comments:

1. The applicant will have five years from the date of the approval of the Special Use Permit for the Residential Mixed Use Development to record the final plat for subdivision of the subject property, or to obtain site plan approval and a current building permit should no subdivision of land be necessary. Otherwise, the underlying zoning will apply to any future development of the property.

Planning Conditions:

1. The applicant shall show in the future development submittals that the proposed density will not exceed the available sewer and water capacity, and the proposed location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.
2. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Master Plan with Outline Plan, Construction Plan, and Final Plan with Outline Plan to the Planning Commission, and Site Plan applications for approval by the Planning Commission and Design Review Commission.
3. The applicant should include a phasing plan for the development with the Master Plan submittal with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.
4. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

5. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Applicant was present with Blake Brinson. He indicated the firm is okay with the recommendations and will work with Engineering to an additional traffic study to potentially add another entrance. Erin Campbell, Assistant Director Engineering, concurred. Mr. Brinson yielded back his time to allow for any questions from the Planning Commission.

Planning Commission asked about the apartments' price points and finishes. Mr. Brinson said the flats will be Class A luxury with high-end finishes such as granite countertops, stainless steel appliances. There will be one-bedroom (starting at \$1700), two bedroom (starting at \$2000), and three bedroom (starting at \$2400) flats. There will be a 8000 sq. ft. amenity center, full workout room, co-working space, and resort-style pool. The buildings will only be three stories tall.

Michael Rogers with Fisher and Arnold said the road from Brunswick Road to New Brunswick Road closest to Highway 64 will be closed. TDOT and Shelby County will have to agree to the design, but it should not be a problem moving forward.

Planning Commission asked about access to Lakeside and residents to the north and east from that intersection. Erin Campbell, Assistant Director of Engineering, said Ladurl Drive will allow for full access.

The Public Hearing opened at 7:52 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of a Special Use Permit to allow a Residential Mixed Use Development to come forward.

No one came forward to speak in favor of a Special Use Permit.

Chairman Kaiser called for any citizen wishing to speak in opposition of a Special Use Permit to all a Residential Mixed Use Development to come forward.

No one came forward to speak in opposition of a Special Use Permit.

The Public Hearing closed at 7:52 p.m.

No further discussion.

David Hunt made a motion to forward a Favorable Recommendation to the Board of Mayor and Aldermen for The Waters at Bartlett Mixed-Use Development at the Northeast Corner of Brunswick Road and Highway 64. James Reid seconded the motion.

Roll Call Vote:

Greg Easton, John Conroy, Jim Lamb, James Reid, Don Conway: YES.

David Hunt, Ken Demetriou, Jack Young, Paul Kaiser: NO

Motion PASSES

Final Plan

5. JTB Subdivision, 8229 Highway 70 (Russ Brasfield, Barge Design Solutions)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Russ Brasfield with Barge Design Solutions, requesting Planning Commission approval of a Final Plan for the JTB Subdivision. The subject property is located at 8223 Highway 70, and it is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is the existing location of Birch's Automotive, the ancillary office for Birch's Automotive, and a vacant lot. The subject property currently consists of two lots that are not a legal lots of record (created after March 6, 1956) and are less than 4-acres (not exempt from subdivision regulations). In order to make the lots eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision. On July 1, 2024, the Planning Commission approved the Master Plan and Construction Plan for the JTB Subdivision. On April 7, 2025, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen to rezone Lots 1, 2, and 3 of the JTB Subdivision from "C-L" Neighborhood Commercial to "C-H" Highway Business Commercial to reflect the

pre-existing conditions and uses of the subject property. On May 27, 2025, the Board of Mayor and Aldermen approved the rezoning from "C-L" Neighborhood Commercial to "C-H" Highway Business Commercial to reflect the pre-existing conditions and uses of the subject property.

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan for the JTB Subdivision. The applicant is proposing to subdivide the existing 5.089 acre subject property into three lots. Lot 1 is proposed to be 2.124 acres, and it is the site of the existing Birch's Automotive. Lot 2 is proposed to be 0.591 acres, and it is the site of the contractor's business for Traditional Plumbing. Lot 3 is proposed to be 2.374 acres, and it is a vacant lot. Access to the subdivision will be from two existing curb cuts on Highway 70. A twenty foot wide ingress/egress easement will be along the frontage of all three lots for access. No additional curb cut is required. The applicant will be prohibiting the following uses: bail bonding, convenience store, finance-consumer lending establishment, manufactured (mobile) home dealer, new motor vehicle sales, used motor vehicle sales, pawn shop, sexually oriented business, tattoo or body piercing establishment, tavern, cocktail lounge, night club, bar, small box retail, tobacco store, and hookah lounge.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Commercial Subdivision contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP and a TDEC NPDES permit may be required and shall be submitted to the TDEC and the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Correct all markups.

6. Developer shall construct a center turn lane on Highway 70. This shall meet the requirements of TDOT and Bartlett.
7. All three lots of this subdivision shall use a shared driveway and associated ingress/ egress easement due to the limited sight distance. This must be approved and permitted by TDOT. This shall be recorded on the plat along with a maintenance agreement.
8. Road construction may require utility poles to be relocated.
9. A traffic control plan is required for work at Hwy 70.
10. A traffic impact analysis and/or a Site Impact Analysis may be required by TDOT.
11. A detention basin and associated drainage will be required as part of the Site Plan for Lot 3. Any additional pavement or buildings on Lots 1 & 2 may also require detention.

Erosion Control Plan & Details:

12. TDEC permit (if required) tracking number shall be added to the Erosion Control Plan.
13. Roadside swales to be fully sodded and pinned.
14. Show locations of construction exit and concrete wash out.
15. Additional erosion prevention and sediment control measures may be required at ditch crossings for sewer main.

Utility Plan:

16. State (TDOT) Utility Encroachment Permit will be required.
17. The water extension will be designed by the City of Bartlett Utility Engineer.
18. Sewer plan and profile will be required. These were not submitted with the plan set.
19. Sewer to be installed in accordance with City of Bartlett technical specifications and details.
20. Sewer manholes are to be spaced no greater than 350 feet apart.
21. Sewer crossing at ditch/stream crossing shall be ductile iron.
22. Sewer structure and pipe tables are required.
23. Indicate sewer pipe as SDR26.
24. Sewer tap(s) shall be shown.

Planning Conditions:

1. All buildings on Lots 1, 2, and 3 are to be used for commercial purposes and not as a dwelling place at any time.

2. The applicant must revise the "C-L" zoning label to "C-H" zoning.
3. The applicant must obtain Site Plan approval from the Planning Commission and Design Review Commission before obtaining a construction permit on Lot 3.
4. The applicant must install the streetscape across the Highway 70 frontage of Lots 1 and 2 in conjunction with issuance of a building permit for Lot 3.
5. The applicant must install the Landscape Plate 23D commercial adjacent to residential buffer along the rear property line of Lot 1 and Lot 3 in conjunction with issuance of a building permit for Lot 3 or in conjunction with issuance of a building permit of the 4.654 acre residential lot with frontage on Memphis Arlington Road.
6. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Applicant is present and will address the Planning Commission if there are questions.

Applicant was present and agreed to conditions of staff report.

Greg Easton made a motion to approve the Final Plan with conditions of staff for the JTB Subdivision, 8223 Highway 70. James Reid seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

6. Resubdivision of Lot 8 of Independent Pole Bearers Society Number 6 Subdivision, 8754 Independent Road (William N. Sawtelle, Parker, Estes & Associates, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. William Sawtelle with Parker, Estes & Associates, Inc., requesting Planning Commission approval of a Final Plan for a re-subdivision of Lot 8 of the Independent Pole Bearers Society Number 6 Subdivision. The subject property is

located on the northwest at the curve of Independent Road, east of Brunswick Road and north of Highway 70.

BACKGROUND: Subject property was created in November of 1950 as Lot 8 of the first addition of the Independent Pole Bearers Society Number 6 Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a Final Plan to subdivide the 1.258-acre lot into 2 residential lots. Lot 8-A will be .557 acres and Lot 8-B will be .682 acres. Access to Lot 8-A will be from an existing driveway on Independent Road, while access to Lot 8-B will be from a new curb cut on Independent Road. These lots will not be combined to form one lot but shall remain 2 lots with a house on each.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. All new utilities shall be underground.
3. Developer's engineer shall show the existing and proposed sewer and water taps to ensure each lot is separately and appropriately serviced.
4. An erosion control plan will be required as part of the building permit process for lots.

Planning Conditions:

1. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Seeing no questions, Chairman Kaiser asked if the applicant was present. The applicant was not present. However, the applicant contacted staff and stated they were in agreement with the conditions of the staff report.

Jim Lamb made a motion to approve with conditions the Resubdivision of Lot 8 of Independent Pole Bearers Society Number 6 Subdivision, 8754 Independent Road. Greg Easton seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Site Plan

7. Raleigh Primitive Baptist Church Parking Lot, 7247 Andrews Road (Josh Burnette, Renaissance Design Studio)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Josh Burnette with Renaissance Design Studio, requesting Planning Commission approval of a revised site plan for the Raleigh Primitive Baptist Church. The subject property is located at 7247 Andrews Road. It is within the "RS-18" Residential Zoning District.

BACKGROUND: The subject property is Lot 56, Block A of the Ellendale Highway Subdivision recorded on Plat Book 9, Page 90 in April 1929. At some time prior to annexation by the City of Bartlett in 1977, a church was constructed on the subject property. In 1995, the subject property received site plan approval and a building permit for a one-story addition to the rear of the existing church. On July 18, 2024, the subject property received a variance from the minimum side yard building setback requirement to add a new drive-thru portico along the east building elevation to be utilized during inclement weather. The existing parking lot is not marked with parking spaces. On May 15, 2025, the Board of Zoning Appeals denied the applicant's variance request to encroach within the Landscape Plate 23D width requirement of twenty (20) feet along the east property line, so the applicant has reviewed their proposed site plan from 29 new parking spaces to 26 new parking spaces.

DISCUSSION: The specific request by the applicant is for the approval of a revised site plan to expand the parking lot by adding 26 new parking spaces in the rear of the lot. The disturbed area is currently grass and trees, and it will be paved over to create the additional spaces. The applicant will be installing a detention swale to handle the stormwater drainage. The specifics of the proposed site plan are as follows:

Site Data	
Site Area:	1.00-acre/ 43,560-square feet
Disturbed Area:	0.1626-acres/ 7,083-square feet
Total Existing Parking Spaces:	unknown
Total Required Parking Spaces: (One space for each 4 seats in the main auditorium.)	18 (1 ADA Accessible)
Total Proposed Parking Spaces:	26 (1 ADA Accessible)
Greenspace/Open space:	36%

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. A SWPPP and a TDEC permit may be required. A Notice of Intent (NOI) shall be submitted to TDEC with a copy provided to the City of Bartlett Engineering office.
3. All new utilities shall be underground.
4. Easements should be shown on all plan sheets.
5. Correct all markups.

Erosion Control Plan

6. If required, the engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
7. If required, prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.

Grading and Drainage

8. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100 year storms.
9. The detention basin area should be labeled as "Detention- no build zone" on the site plans.

Planning Conditions:

1. While the existing site has a paved parking area, there are no designated parking spaces striped within this existing parking area.
2. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
3. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Chairman Kaiser called for the applicant to come forward. Josh Burnette, Renaissance Design Studio, 3157 Highway 64, Eads, TN approached the front. He indicated that they will accept the conditions as presented. Mr. Burnette wants to make the PC aware the property is long and narrow and surrounded by residences on each side. There are currently seven parking spots on the property. Thirty members attend, on average, every Sunday. Overflow parking is at the nearby school. In addition, at annual meetings, 75 members will attend. Mr. Burnette advised the PC the storm water issues have also been addressed.

Jack Young made a motion to approve a Revised Site Plan for the Raleigh Primitive Baptist Church, 7247 Andrews Road with conditions. David Hunt seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

8. Youth Villages Building Addition, 7410 Memphis-Arlington Road (Jamie Bostick, A2H, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Ms. Jaime Bostick with A2H Inc., requesting Planning Commission approval of a revised site plan for Youth Villages. The subject property is located at 7410 Memphis-Arlington Rd on the northeast corner of Memphis-Arlington Road and Broadway Road. It is within the “R-E” Residential zoning district.

BACKGROUND: Youth Villages was originally annexed into the City in 1985 with uses that were “grandfathered-in” as legal non-conforming uses. On November 6, 2000, the Planning Commission approved a Special Use Permit (SUP) for a “children’s home” use which allowed multiple buildings on the site. On April 2, 2007, the Planning Commission approved a site plan to add a girl’s residential treatment facility and an additional maintenance building. On March 7, 2016, the Planning Commission approved a site plan to add a boy’s residential treatment facility. On December 3, 2018, the Planning Commission approved a site plan to add a classroom building, basketball pavilion, storage/ washroom facility, outdoor pavilion and additional parking. On June 2, 2025, the Planning Commission approved a parking lot addition near the boys’ dorm.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a revised site plan to add a 49,615 square foot addition to the existing girls’ dormitory, along with two new recreational areas, a generator enclosure and an additional compactor enclosure. To accommodate the expansion, existing parking spaces will be removed and relocated. In addition, *Janie’s House* and its associated signage will be moved to a new location, which will be determined at a later date. A 310-foot retaining wall is also proposed along the southern property line, adjacent to Memphis-Arlington Road and the entrance drive, to enhance privacy for the dormitory rooms.

Site Data	
Total Site Area:	81.29-acres (3,540,992.40 square feet)
Project Area	14.25-acres
Existing Greenspace for Project Area:	59.37%
Proposed Greenspace for Project Area	55.08%
Required Greenspace	35%
Existing Parking Spaces:	205 spaces

Proposed Parking Spaces:	183 Spaces
Handicap Accessible:	7 (6 required)
Proposed Building Area:	49,615 square feet

Recommendation: Approval with conditions.

Engineering Conditions

General:

1. A Commercial Site Plan contract *may be* required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. If needed applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP *may be* required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. All utilities shall be denoted as private or public and provided with associated easements, as required.

Sanitary Sewer Plan (NOT INCLUDED):

5. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes which involves a brass connections and a concrete collar.
6. Tracer wire must be installed on all sewer lines, including services.
7. If the proposed sewer is private, it shall be noted on the plans. If it is public it will require an easement.

Utility Plan:

8. The utility plan may have to be adjusted based on the actual Water Plan as designed by Bartlett Engineering.
9. Fire protection must be approved by the City of Bartlett Fire Marshall.

Grading & Drainage Plan:

10. Include calculations to show that existing detention basin has accounted for this development.

Erosion Control Plan:

11. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation), if required.
12. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett, if required.

Erosion Control Details:

13. Metal posts with wired backed fence are required on the proposed silt fences.

Planning Conditions:

14. The applicant must include on the Site Data table height of building, greenspace, ADA compliant parking, and building setbacks.
15. The applicant must include landscape and screening plan for project site.
16. Should the proposed site plan be approved by the Planning Commission, the applicant shall seek site plan approval from the Design Review Commission for landscaping, lighting, signage, exterior elevations, colors, and materials.
17. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
18. The applicant must obtain Planning Commission Site Plan approval for the relocation of Janie's House and sign should the building remain on the property at 7410 Memphis-Arlington Road.

Chairman Kaiser called for questions from the PC for Director Taylor. Jim Lamb asked if the fencing was being replaced by a retaining wall. She replied in the affirmative. John Conroy asked how tall the wall would be. At that point, the applicant came forward.

Ms. Jamie Bostick, A2H Inc., 65 Germantown Ct., Suite 300, Cordova, TN approached the podium.

Jim Lamb asked why the fencing was being replaced with a retaining wall. Ms. Bostick said that the wall will be 10-feet at its highest point. This is because the

road is higher than the building. It will allow for more privacy and alleviate drainage issues.

John Conroy asked what materials would be used. A member of the architectural team, Lou Barnett, stated that the retaining wall will be brick with concrete pilasters every 20-feet.

David Hunt made a motion to approve with conditions the revised site plan for Youth Village, 7410 Memphis Arlington Road. John Conroy seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

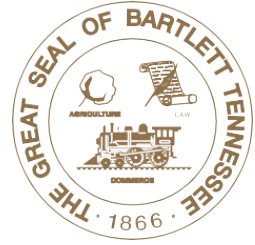
Open Discussion.

No member of the public or the Planning Commission wished to speak.

Adjourned at 8:18 p.m.

Board of Mayor and Aldermen
August 26, 2025

Item Memo

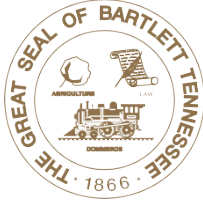


Consent Summary:

Formal Body:

Attachments:

Sticks Stones 2025 SUP Complete Set, PC Minutes July 2025



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

Resolution 29-25

Meeting: 7/22/2025 6:00 PM
Department: Planning
Category: Resolution
Prepared By: Sam Harris, Senior
Planner
Initiator:
Sponsors:

A Resolution Approving a Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Road Suite 111, within the “C-H” Highway Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Parkway Suite 111 within the “C-H” Highway Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the “C-H” Highway Business Zoning District to operate a Hookah Lounge, Bar or Tavern (smoking lounge) establishment. This business falls within that category based on the description of that business provided by the applicant as well as the observation of business operations by City staff.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Parkway Suite 111, on Monday, July 7, 2025, in accordance with their regulations and denied the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of August, 2025, and approved the Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Parkway Suite 111, subject to the following conditions:

Engineering Conditions: None

Planning Conditions:

1. In keeping with the Tennessee Non-Smokers Protection Act (TCA Section 31-17-1801) the Applicant shall establish the Hookah Lounge, Bar or Tavern as an Age Restricted Venue restricting access to the facility at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to such facility to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty- one (21) years of age or older.

2. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Hookah Lounge, Bar or Tavern (smoking lounge) establishment to be located at 2965 North Germantown Parkway Suite 111, incorporating the above listed conditions, is approved.

ADOPTED THIS 26th DAY OF AUGUST, 2025.

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

David Parsons, Mayor

Penny Medlock, City Clerk



PC Special Use Permit Application Application

Date: 05/27/2025

Project Information

Property Address: 2965 N. Germantown Pkwy,
STE 111, Bartlett, TN 38133
Project Name: Hookah Lounge/Bar and
TavernUse

Present Zoning: C-H
of Lots: 1

Description: Willis White & Tavaris Jones

Applicant / Owner

Applicant Name: Willis White
Company Name: C&W Enterprises LLC, d.b.a
Sticks & Stones
Address: 2965 N. Germantown Pkwy,
STE 111
City, State, Zip: Bartlett, TN 38133
Phone: 9013555625
Email: wilewhit@gmail.com

Owner Name: Willis White Jr
Company Name:
Address: 6660 Kirby Oaks Cv S.
City, State, Zip: Memphis
Phone: 9013555625
Email: wilewhit@gmail.com

Architect / Engineer

Architect Contact:
Company Name:
Address:
City, State, Zip:
Phone:
Email:

Architect Contact:
Company Name:
Address:
City, State, Zip:
Phone:
Email:

I do hereby certify that the information contained herein is true and correct.

Willis White Jr.
Name

05/27/2025
Date



BENTLEY PROPERTIES LP
744 S WHITE STAITON RD #
MEMPHIS TN 38117

TAYLOR SUSANNE DVM LIVING
TRUST
3015 N GERMANTOWN RD #
BARTLETT TN 38133

GEESLIN JO ANN REVOCABLE
LIVING TRUST
3041 N GERMANTOWN #
BARTLETT TN 38133

PATEL RAJESH AND RAKESH
ARVIND PATEL
7784 WOLF TRAIL CV #
GERMANTOWN TN 38138

AVGERIS ANDREW J AND JOSEPH
B SHARP AND
8415 GRAND OAK DR #
GERMANTOWN TN 38138

JMP BUSINESS AND BUILDING
SERVICES LLC
603 DIAMOND HILL CT #
GREENSBORO NC 27406

3087 NORTH GERMANTOWN
PARKWAY LLC
5828 SHELBY OAKS DR #
BARTLETT TN 38134

GERMANTOWN ROAD LLC
14600 SW 136TH ST #
MIAMI FL 33186

STAGE HILLS HOLDINGS LLC
4728 SPOTTSWOOD AVE #207
MEMPHIS TN 38117

WE LOVE KIDS LLC
8040 STAGE HILLS BLVD #
MEMPHIS TN 38133

JOYNER ARLENE
6009 ABIGAIL BLUFF CV #
BARTLETT TN 38133

MALCO STAGE ROAD LLC
PO BOX 171809 #
MEMPHIS TN 38187

HAND CUT STEAKS ACQUISITIONS
INC
11719 HINSON RD #100
LITTLE ROCK AR 72212

MASCOM PROPERTIES LLC
8039 STAGE HILLS BLVD #201
BARTLETT TN 38133

WOODBURY MICHAEL & ANGELA
551 LEXINGTON CIR #
MEMPHIS TN 38120

HIGHWAY SIXTY FOUR LLC
2956 N GERMANTOWN RD #
BARTLETT TN 38133

WFL RETAIL LLC
7598 AE BEATY DR #
BARTLETT TN 38133

CORDOVA HOTEL LLC
PO BOX 17047 #
JONESBORO AR 72403

MBR ENTERPRISES LLC
2956 N GERMANTOWN RD #
BARTLETT TN 38133

JIBRIN SAFAA M
2943 N GERMANTOWN RD #
BARTLETT TN 38133

WAFFLE HOUSE INC
5986 FINANCIAL DR #
NORCROSS GA 30071

MCDONALDS REAL ESTATE CO
PO BOX 182571 #
COLUMBUS OH 43218

BANK OF BARTLETT
6281 STAGE RD #
MEMPHIS TN 38134

MACS CONVENIENCE STORES
LLC
PO BOX 347 #
COLUMBUS IN 47202

HERITAGE WOLFCREEK I LLC
500 E BROWARD BLVD #1130
FORT LAUDERDALE FL 33394

HERITAGE WOLFCREEK LLL LLC
500 E BROWARD BLVD #1130
FORT LAUDERDALE FL 33394

STRATAS FOODS LLC
P.O. BOX 1470 #
DECATUR IL 62525

GREGORY REALTY GP
PO BOX 382366 #
GERMANTOWN TN 38183

GREGORY REALTY GP
PO BOX 382366 #
GERMANTOWN TN 38183

VANDERVOORT GUS A
3188 SANTA VALLEY #
BARTLETT TN 38133

KEELING CO
PO BOX 15310 #
LITTLE ROCK AR 72231

BARTLETT PEDIATRICS
8110 WALNUT RUN RD #
CORDOVA TN 38018

MASCOM PROPERTIES L L C
8039 STAGE HILLS BLVD #201
BARTLETT TN 38133

EIG PROPERTIES LLC
8099 STAGE HILLS BLVD #
BARTLETT TN 38133

SOUTHERN SECURITY FEDERAL
CREDIT UNION
765 W POPLAR AVE #
COLLIERVILLE TN 38017

HERITAGE WOLFCREEK III LLC
500 E BROWARD BLVD #1130
FORT LAUDERDALE FL 33394

HJ & F LLC
8170 HWY 64 #
BARTLETT TN 38133

SSJ INVESTMENTS LIMITED
5007 FRERET ST #
NEW ORLEANS LA 70115

DAYTON HUDSON CORPORATION
PO BOX 9456 #TPN 0950
MINNEAPOLIS MN 55440

MACS CONVENIENCE STORES
LLC
PO BOX 347 #
COLUMBUS IN 47202

SSJ INVESTMENTS LIMITED
3 GLENLAKE PKWY #
ATLANTA GA 30328

KOSTEN ALAN L AND SUSAN M
KOSTEN LIVING
2025 MILLER FARMS RD #
GERMANTOWN TN 38138

TAYLOR SUSANNE
3015 N GERMANTOWN RD #
MEMPHIS TN 38133

OAK GROVE MISSIONARY BAPTIST
CHURCH
7317 US HIGHWAY 64 #
MEMPHIS TN 38133

STAGE ROAD SHOPPING CENTER
GROUP L LC
55 FIFTH AVE #15TH
NEW YORK NY 10003

PASTA REAL ESTATE PARTNERSHIP
II
PO BOX 1537 #
MADISON TN 37116

MALCO STAGE HOLDING CO
(PSO)
5100 POPLAR AVE #2607
MEMPHIS TN 38137

COOK OUT-BARTLETT INC
PO BOX 698 #
THOMASVILLE NC 27361

GOLDEN ARCH LTD PSHP
5645 MURRAY RD #
MEMPHIS TN 38119

DMB HOLDING I LLC
4198 LOCH MEADE DR #
LAKELAND TN 38002

RIVERSIDE VILLAS LLC
1180 S BEVERLY DR #301
LOS ANGELES CA 90035

GOSSETT AL
1900 COVINGTON PIKE #
MEMPHIS TN 38128

L&G DEVELOPMENT(PSO)
500 E BROWARD BLVD #1130
FORT LAUDERDALE FL 33394

BRIXMOR WOLFCREEK
OUTPARCEL OWNER LLC
2424 RIDGE RD #
ROCKWALL TX 75087

ARCP RL/BB MEMPHIS TN LLC
1000 DARDEN CENTER DR #
ORLANDO FL 32837

ARCP RL/BB MEMPHIS TN LLC
450 S ORANGE AVE #3344
ORLANDO FL 32801

L & G DEVELOPMENT (PSO)
500 E BROWARD BLVD #1130
FORT LAUDERDALE FL 33394

HERITAGE WOLFCREEK III LLC
P O BOX 4900 #
SCOTTSDALE AZ 85261

B0158 00654 - BENTLEY PROPERTIES LP
B0158 00567 - TAYLOR SUSANNE DVM LIVING TRUST
B0158 00509 - GEESLIN JO ANN REVOCABLE LIVING TRUST
B0158 00190 - PATEL RAJESH AND RAKESH ARVIND PATEL
B0158I B00027 - AVGERIS ANDREW J AND JOSEPH B SHARP AND
B0158I B00026 - JMP BUSINESS AND BUILDING SERVICES LLC
B0158 00188 - 3087 NORTH GERMANTOWN PARKWAY LLC
B0158 00189 - GERMANTOWN ROAD LLC
B0158I B00025 - STAGE HILLS HOLDINGS LLC
B0158I B00024C - WE LOVE KIDS LLC
B0158I B00022 - JOYNER ARLENE
B0158I B00038 - MALCO STAGE ROAD LLC
B0158I B00047 - HAND CUT STEAKS ACQUISITIONS INC
B0158I B00017 - MASCOM PROPERTIES LLC
B0158 00179 - WOODBURY MICHAEL & ANGELA
B0158 00664 - HIGHWAY SIXTY FOUR LLC
B0158 00195 - WFL RETAIL LLC
B0158 00615 - CORDOVA HOTEL LLC
B0158 00665 - MBR ENTERPRISES LLC
B0158 00626 - JIBRIN SAFAA M
B0158 00625 - WAFFLE HOUSE INC
B0158 00482 - MCDONALDS REAL ESTATE CO
B0158I B00037 - BANK OF BARTLETT
B0158 00407C - MACS CONVENIENCE STORES LLC
092006 00014 - HERITAGE WOLFCREEK I LLC

B0158 00180 - RIVERSIDE VILLAS LLC

B0158 00403C - GOSSETT AL

092006 00025 - L&G DEVELOPMENT(PSO)

092006 00018 - BRIXMOR WOLFCREEK OUTPARCEL OWNER LLC

092007 00087 - ARCP RL/BB MEMPHIS TN LLC

092007 00086 - ARCP RL/BB MEMPHIS TN LLC

092006 00024 - L & G DEVELOPMENT (PSO)

092006 00017 - HERITAGE WOLFCREEK III LLC

Sam Harris

From: Kim Taylor
Sent: Thursday, January 21, 2021 1:25 PM
To: Sam Harris
Subject: FW: [External] Sticks & Stones Business Proposal

From: Sticks X Stones [mailto:sticks.stones901@gmail.com]
Sent: Thursday, January 21, 2021 12:30 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External] Sticks & Stones Business Proposal

- Cigar and Hookah Smoke Shop, cigars and hookahs will be smoked on-premise. Customers will purchase Cigars and/or Hookahs from Sticks & Stones to be consumed on premise.
- Customers will be carded upon entry to our establishment. Signage will be posted stating that customers will have to be 21 and Older to enter.
- Establishment does have a full kitchen where we plan to serve prepared food with a Menu and operate as a restaurant.
- We would like to serve beer (alcohol content of 5% or less) to be consumed on-premise only. NO liquor (alcohol content greater than 5%) will be served or provided on-premise.
- NO stage and NO live band DJ entertainment will happen within our establishment.
- No one under the age of 21 will be employed by Sticks & Stones
- If granted the license to serve beer, all employees will receive the State of Tennessee ABC training and will receive a server permit to serve beer.

--
Sticks X Stones
901-355-5625
sticks.stones901@gmail.com

Bartlett Department of Planning and Economic Development 6400 Stage Road, P.O. Box 341148 Bartlett, TN 38184-1148 (901) 385-6417 Fax (901) 385-6419 www.cityofbartlett.org	Zoning Verification for New Business License and Use & Occupancy Permit
---	---

Business Name Sticks & Stones

Proposed Business Address 2965 N. Germantown Pkwy, 38133

Is this location a residence? Yes ☒ No Will it continue to be used as a residence? Yes ☒ No

Description of the Business (including any outside use)
 Sticks & Stones will be a cigar smokers lounge and restaurant. We are an age restricted establishment (21 and up), we will ID customers as they enter. We will apply to serve beer, however **NO liquor or live entertainment.**

Owner Name Willis White Jr. Phone 901-355-5625 Fax _____

Owner Address 6660 Kirby Oaks Cv S., 38119 Email sticks.stones901@gmail.com

Submitted by _____ (printed name) _____ (signature) _____ (date)

For Planning and Economic Development staff use only:		
Item	Answer	Staff Signature
Zoning classification of Proposed Business Address?	<u>C-H</u> District	
Home occupation? (Residential zoning district) If "yes," the applicant was given a copy of the Home Occupation regulations.	___ yes ☒ no	
If not a home occupation, Business is a permitted use of the zoning district?	☒ yes ___ no ___ n/a	
Planning Commission or Design Review Commission approval required (not including for signs)?	___ yes ☒ no	
Special Use Permit required?	___ yes ☒ no	
Off-street parking requirements met? (n/a for Home Occupation)	☒ yes ___ no ___ n/a	
A Business License and a Use & Occupancy permit may be issued without further zoning action. (Note: This does not include approval of signs.)	☒ yes ___ no	Signature: <u>Sam Harris</u> Date: <u>1/29/2021</u>
Comments: <u>Restaurant Use permitted, TCA 39-17-1804 provides regulations to allow smoking within restaurants. Also, TCA 57-4-102 requires seating for 40, a menu and beer sales must not exceed 50% of sales</u>		

c: Applicant; Code Enforcement (Use & Occupancy); Finance (Business Licenses)

City of Bartlett
Commercial Business License
Department Approval

Date: 01/28/2021

Business Name & Location: Sticks & Stones
Business Name (PRINT)
2965 N. Germantown Pkwy, Ste. 111
Street Address (PRINT) (Do not use PO Box)
Bartlett, TN 38133
City, State & Zip (PRINT)
901-355-5625
Phone Number

Owner's Name (PRINT)

Describe specifically what your business will be doing when it opens:
Sticks & Stones will be a cigar smokers lounge and restaurant. We are an age
estricted establishment (21 and up), we will ID customers as they enter. We will
apply to serve beer, however NO liquor or live entertainment.

APPROVALS MUST BE OBTAINED WITHIN 30 DAYS FOR NEW
BUSINESSES OR 15 DAYS FOR EXISTING BUSINESSES

1. **Planning/Zoning:** Reviewed/Approved YES NO Signature: Sam Harris
Comments: Restaurant Use permitted, TCA 39-17-1804
provides regulations to allow smoking within restaurants Also,
TCA 57-4-102 requires seating for 40, a menu, and beer sales must not exceed
50% of sales
2. **Code Enforcement:** Reviewed/Approved YES NO Signature: _____
Comments: _____
3. ****Fire Marshall:** Reviewed/Approved YES NO Signature: _____
Comments: _____

**Required if commercial business

Application packet expires after 30 days. (This form must be submitted with the business license application. Please obtain the required approvals in the order they are listed above.)

Daily Memphian

PREMIUM BARTLETT

Bartlett cigar lounge to open without liquor, live music

By Omer Yusuf, Daily Memphian

Updated: March 10, 2021 3:15 PM CT | Published: March 10, 2021 3:15 PM CT

The business partners behind a Bartlett cigar lounge faced a tough decision after a key vote by the suburb's aldermen went against them in January.

Do they relocate to another Shelby County address that allows them to include all aspects of their initial proposal or make the necessary adjustments to open in Bartlett as originally planned?

Bartlett rejects special use permit for cigar lounge

That was the reality for Sticks X Stones partners Willis White Jr. and Tavaris Jones after the Board of Mayor and Aldermen voted against granting them a special use permit at its Jan. 12 meeting. The permit was necessary to allow live music and liquor at Sticks X Stones.

The original plan of opening a cigar lounge with live music and liquor in Bartlett was in tatters. However, increasing support from

Bartlett residents after the no vote - especially through social media - inspired White and Jones to keep Sticks X Stones in the city.

“Personally, that was always my favorite location when we were out here seeking other locations,” Jones said. “I’m happy that we’re here. I’m happy that we landed here. We were able to make the adjustments and still get ourselves into position where it still felt like our dream. We didn’t alter it so much where it just felt like we were going through the motions. It’s still something that we’re both very passionate about and seeing it come to fruition.”



“I’m happy that we’re here,” Sticks X Stones partner Tavaris Jones said of the Bartlett location. “I’m happy that we landed here. We were able to make the adjustments and still get ourselves into position where it still felt like our dream.” (Submitted)

Sticks X Stones, located in the Shoppes of Wolflake at 2965 N. Germantown Parkway Suite 111, is expected to open April 30. While Bartlett has several smoke and vape shops, this will be the city’s only cigar lounge.

Longtime friends propose cigar lounge in Bartlett

The business will still have cigars and hookah along with food. Sticks X Stones also obtained a beer permit from the city earlier this month, so it can serve beer and other low-alcoholic beverages, White said.

“It’s going to be a premier place, it’s gonna be a super-relaxed place,” White said. “It’s gonna be a fan favorite if you’re a real cigar enthusiast.”



“It’s going to be a premier place, it’s gonna be a super-relaxed place,” Sticks X Stones partner Willis White said. “It’s gonna be a fan favorite if you’re a real cigar enthusiast.” (Submitted)

There’s also one new notable addition – a Sticks X Stone cigar line. Once the cigar lounge opens, customers can purchase cognac or rose-flavored cigars. The rose flavor is a lighter one for non-regular cigar smokers, White said.

Now about seven weeks away from opening, a dream that took years to accomplish is close to reality for two longtime friends who came up with the idea when smoking cigars together.

“It still doesn’t feel real to be honest with you,” Jones said. “I’ve been in there some nights and just sat in there really trying to take it all in. It doesn’t feel real. It’s almost like I’m sleepwalking right now ... Once we set in and finally agreed upon this location, things just started

moving so fast. I hadn't really had time to process it all. I'm sure I'll have my time and it'll really sink in on me."

TOPICS

BARTLETT STICKS & STONES BARTLETT BOARD OF MAYOR AND ALDERMEN
SUBSCRIBER ONLY

Thank you for supporting local journalism.

Subscribers to The Daily Memphian help fund our not-for-profit newsroom of nearly 40 local journalists plus more than 20 freelancers, all of whom work around the clock to cover the issues impacting our community. Subscriptions - and donations - also help fund our community access programs which provide free access to K-12 schools, community organizations, and more. Thank you for making our work possible.



Omer Yusuf

Omer Yusuf covers Bartlett and North Memphis neighborhoods for The Daily Memphian. He also analyzes COVID-19 data each week. Omer is a former Jackson Sun reporter and University of Memphis graduate.



FEB. 22ND

STICKS x STONES

MARGARITA DAY

ALCOHOL & DRUGS ARE ILLEGAL

De Ultimate

2003 MARGARITA DAY

\$5

MARGARITAS

STICKS x STONES PRESENTS

R&B AND WINE

Wednesday

HOSTED BY
MR MVP OF MEMPHIS

\$5 GLASSES OF WINE

FREE ENTRY • FOOD • BAR • HOOKAHS • CIGARS • GAME

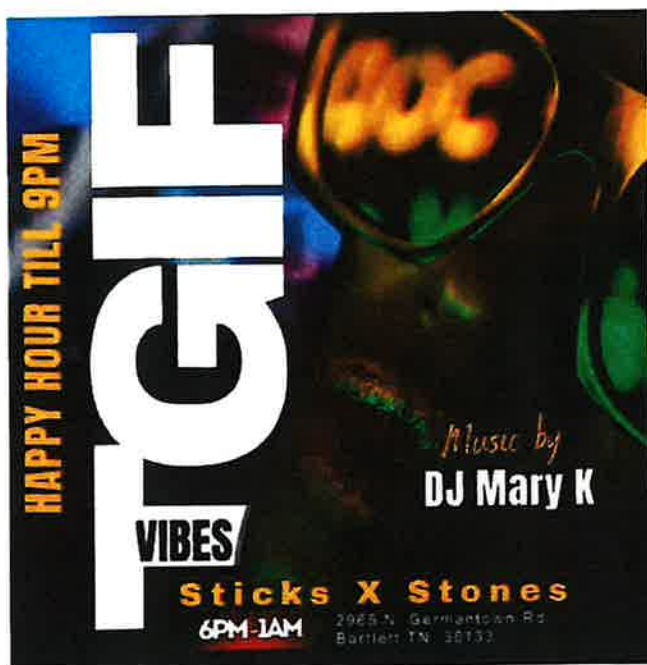
STICKS x STONES

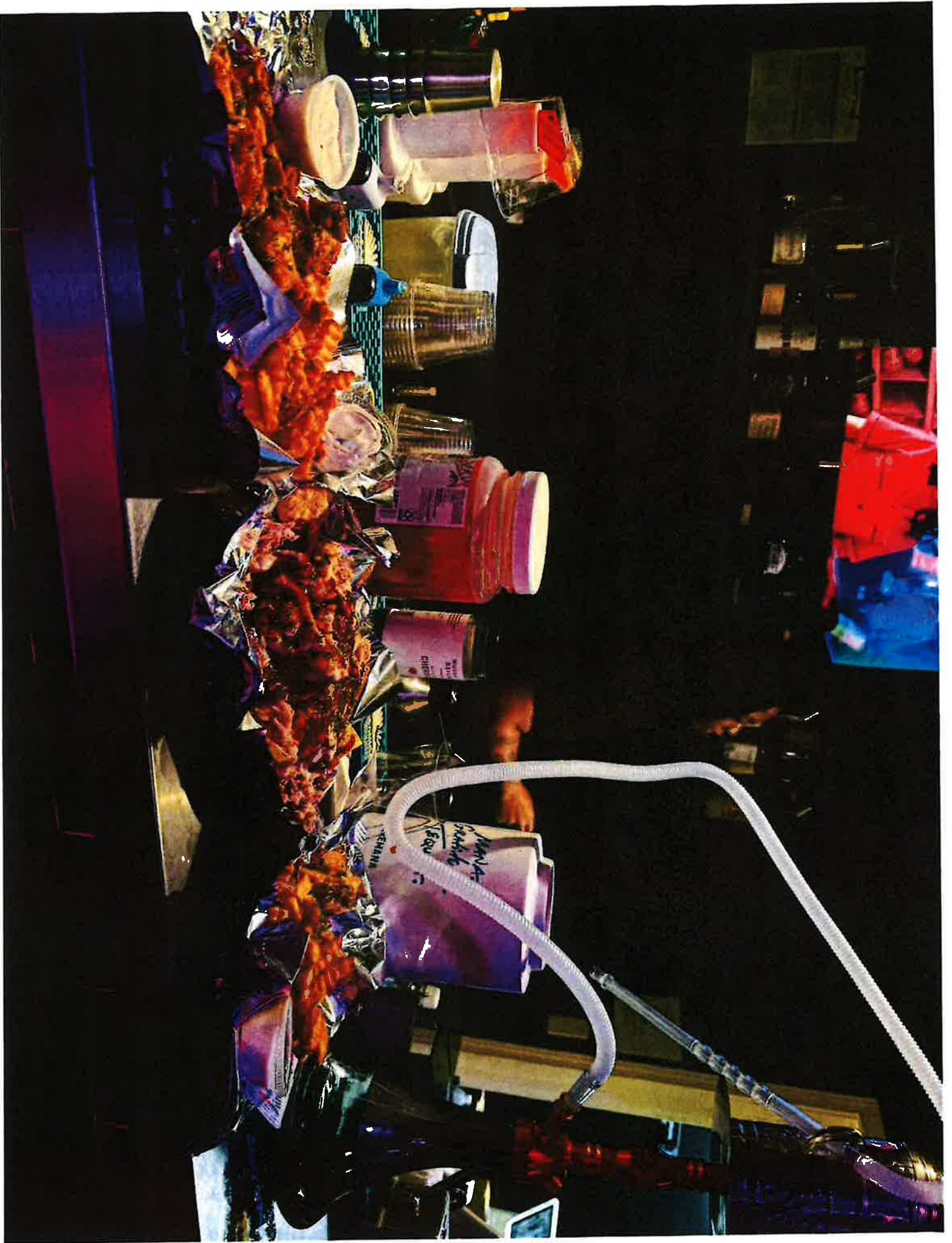
2965 N. GERMANTOWN RD. BARTLETT, TN 38133

FOR MORE INFO GO TO: STICKSxSTONES.COM OR CALL: 714.347.4400

STICKS x STONES

Cigars • Hookah • Food • Live Music





C&W Enterprises LLC d.b.a. Sticks & Stones

2965 N. Germantown Pkwy
Ste. 111
Bartlett, TN 38133
901-355-5625
sticks.stones901@gmail.com

September 30, 2020

Greetings,

My name is Willis White Jr and I am part owner of, C&W Enterprises LLC d.b.a. Sticks & Stones. My business partner and I are looking to obtain a special use permit in the City of Bartlett to operate a Cigar Bar, Lounge and Restaurant. We plan to open our location at 2965 N. Germantown Pkwy, Ste. 111 located in The Shoppes of Wolflake. Outside of the special use permit, we must also obtain a tobacco license and a liquor and beer license from the State of Tennessee in order to open our business. Our operating days will be Tuesday - Sunday, our hours of operation will be the following...

Tuesday - Thursday 3pm - 10pm

Friday & Saturday 12pm - 12am

Sunday 12pm - 8pm.

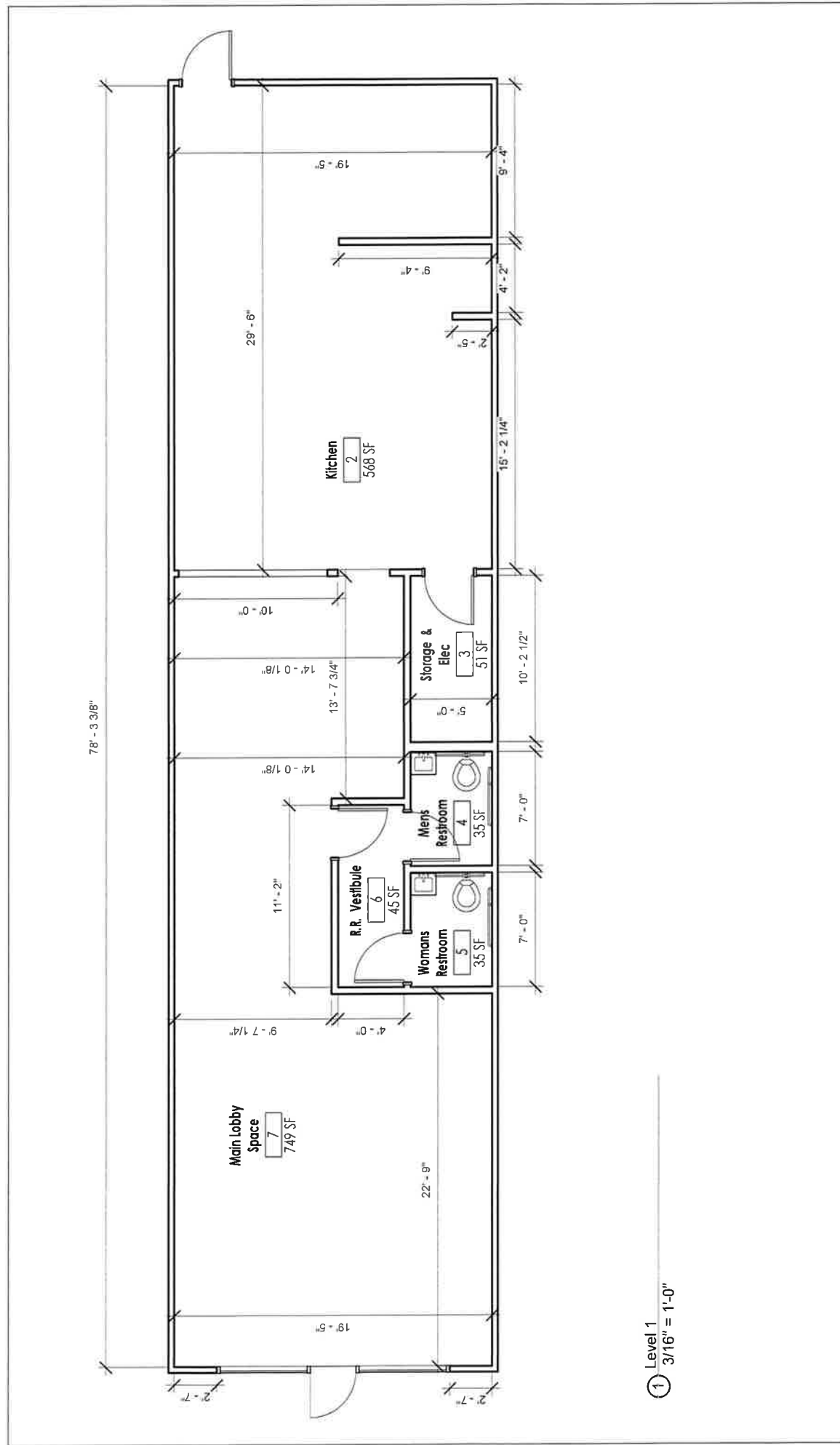
My business partner and I have a passion for business and entrepreneurship and this is why we wanted to go into business together. We both have an interest in Cigars and we are a part of the growing cigar culture in Shelby County. Based on our independent research, there are no spaces in Bartlett for cigar enthusiasts and we wanted to fill that need. Our business will provide the sale of Cigars, Hookah, Beer, Wine and Spirits and food all of which will be consumed on the premises. Most of our revenue is expected to come from Cigars and Liquor sales, because of this we will operate as a Lounge/Limited Service Restaurant. We will have live band entertainment weekly on Fridays. Our establishment is 21 and up, no one under 21 will be allowed entry nor will we employ anyone under the age of 21. We will not check the ID of customers entering the building however we will check the ID of every customer purchasing a tobacco product and wine, beer or liquor. We appreciate your consideration for the special use permit to operate our business, we look forward to a long and prosperous business relationship with the City of Bartlett.

Thank You,

Willis White Jr., Owner

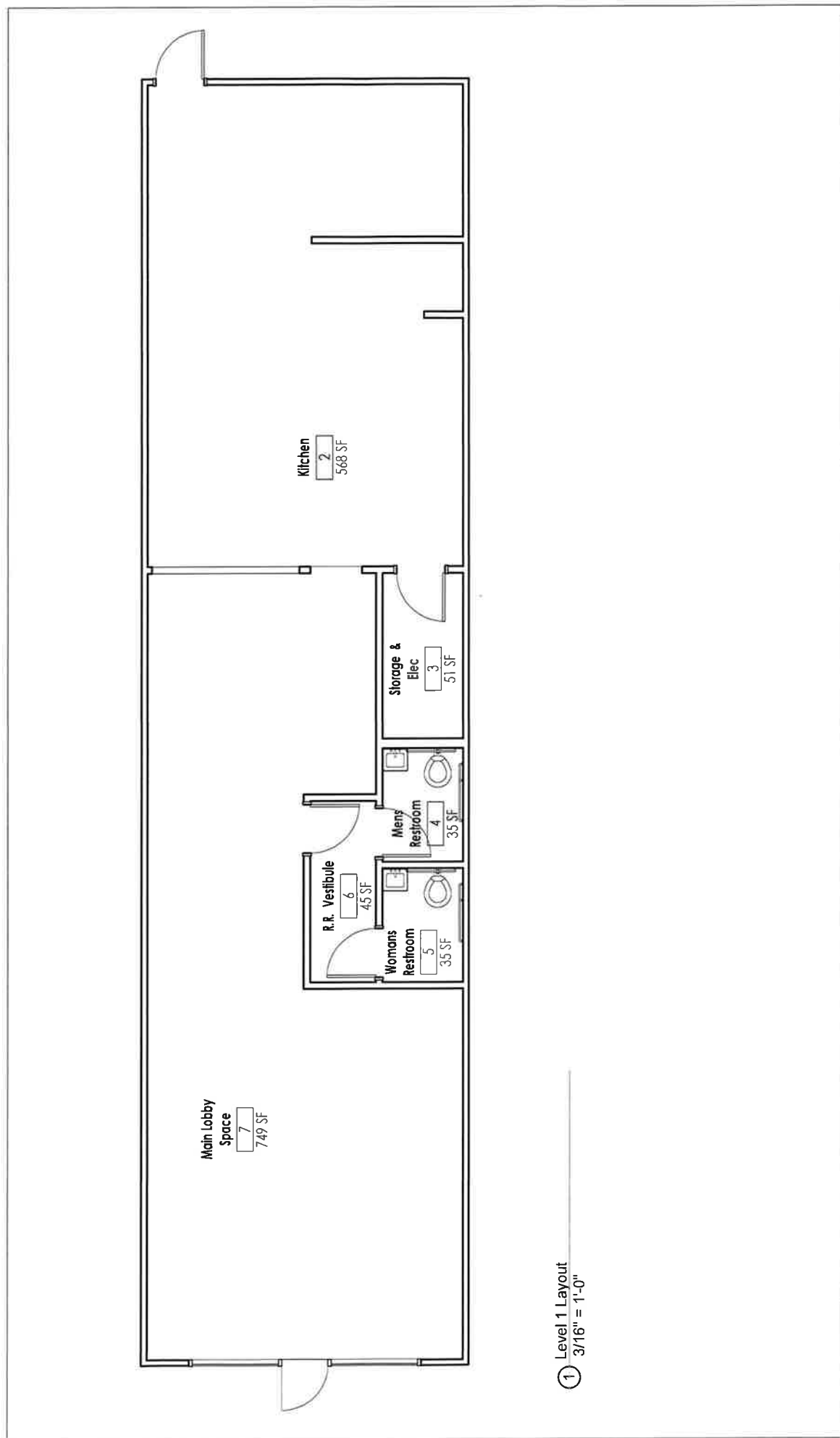
Tavaris Jones, Owner

Sticks X Stones



① Level 1
3/16" = 1'-0"

 AARON PATRICK ARCHITECTS	2965 N Germantown Pkwy		Project number: 10/20/2020	A 1.01
			Date 10/20/2020	Scale 3/16" = 1'-0"
			FLOOR PLANS DIMENSIONS	



① Level 1 Layout
3/16" = 1'-0"

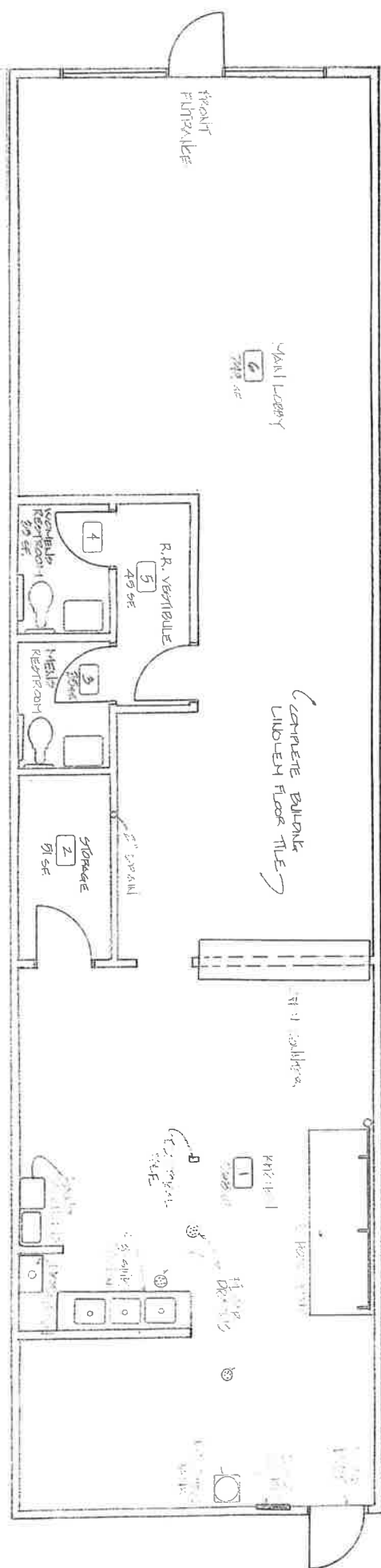
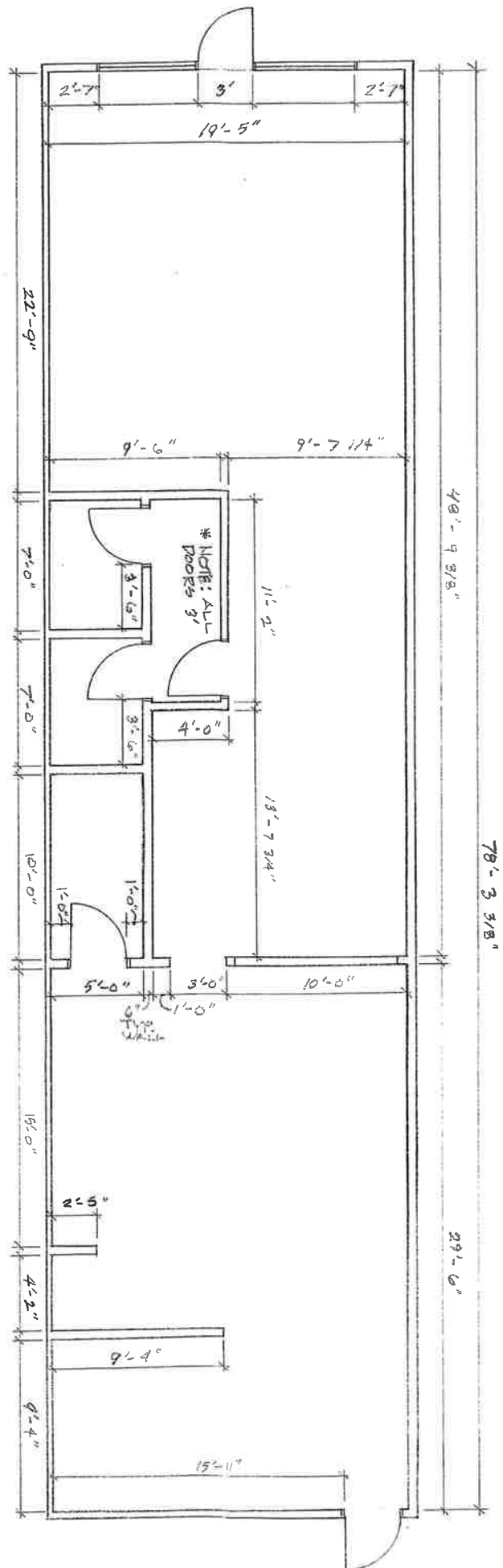


5100 POPLAR AVE. STE. 1206 MEMPHIS TN 38137 • T: 901.259.4321 • C: 901.634.5725

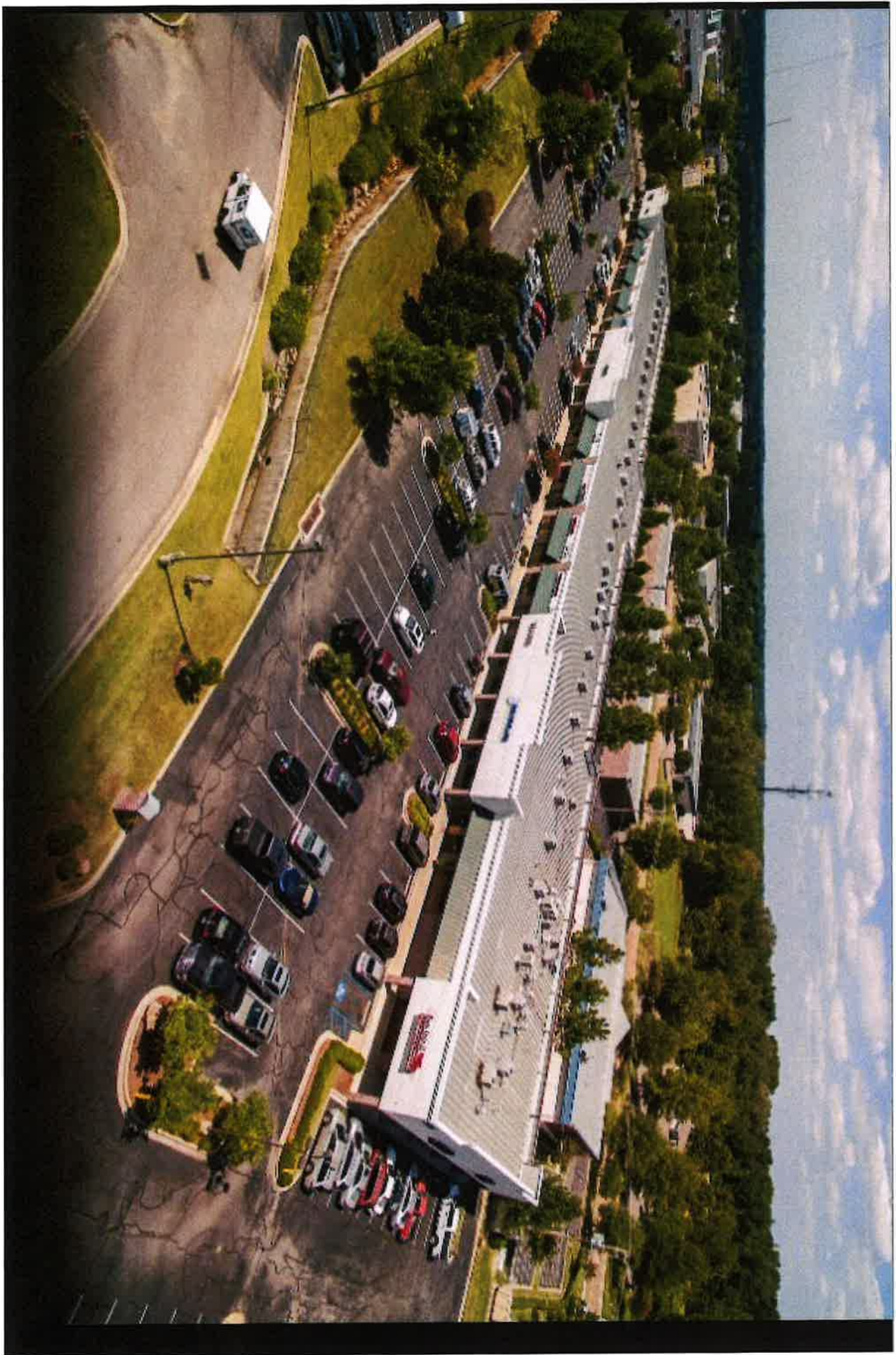
2965 N Germantown Pkwy

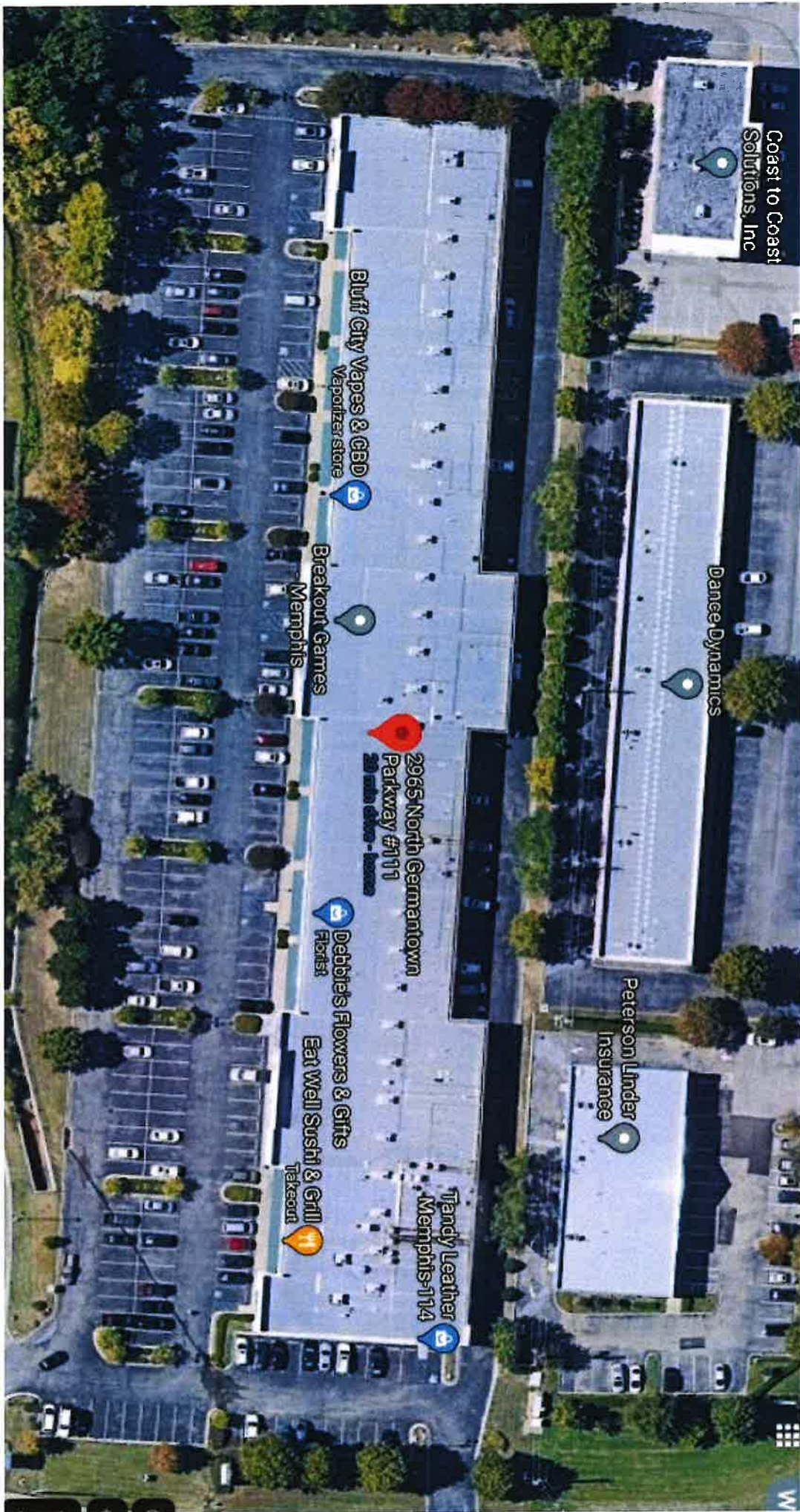
Project number:
Date 10/20/2020
FLOOR PLAN LAYOUT

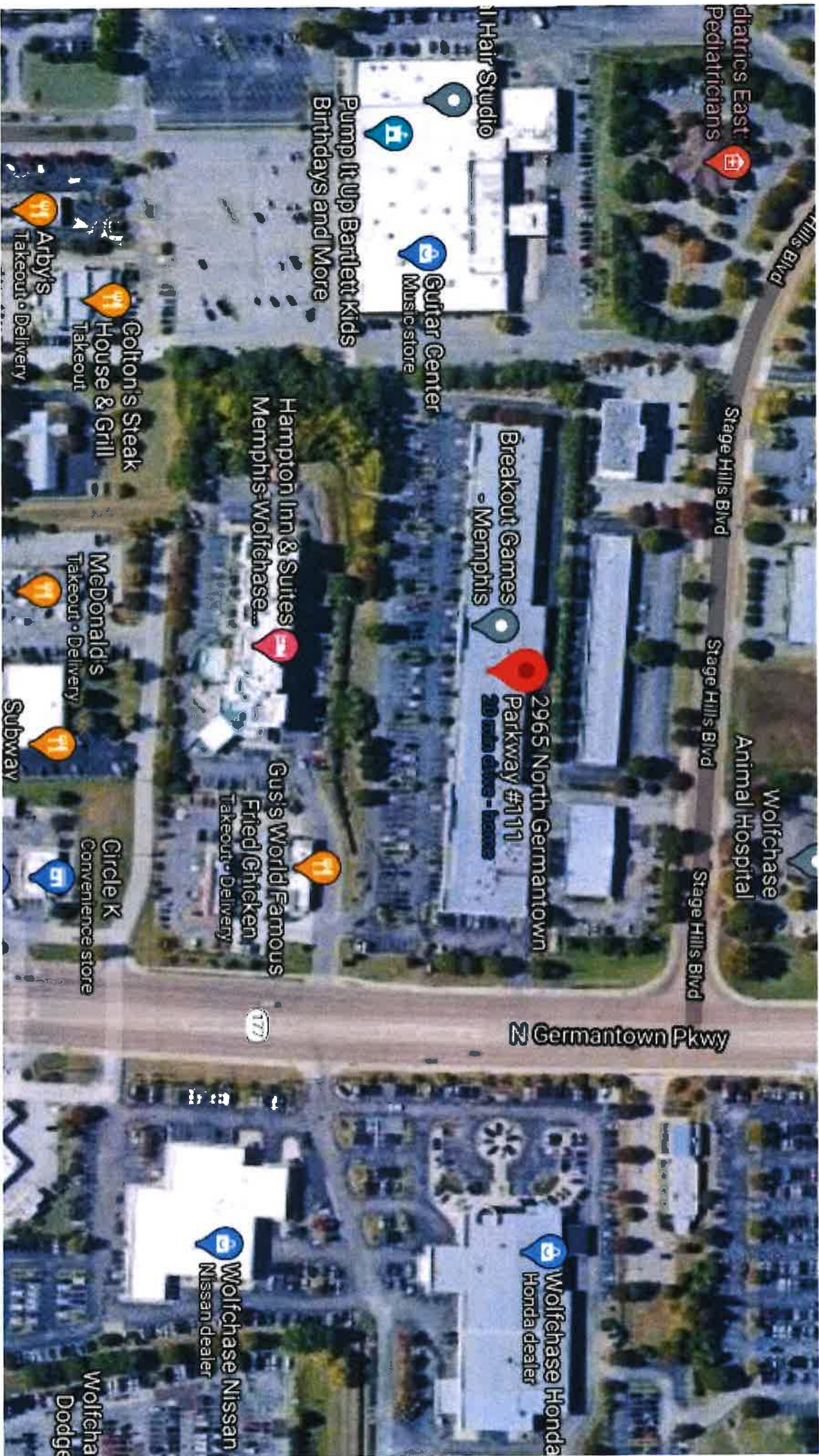
A 1.02
Scale 3/16" = 1'-0"













LEGAL DESCRIPTION
Exhibit "A"

BEING A LEGAL DESCRIPTION OF THE WOLFLAKE RETAIL CENTER, LLC, PROPERTY AS RECORDED IN INST. NO. 151004596 AT THE REGISTER'S OFFICE IN SHELBY COUNTY TENNESSEE (S.C.R.O.), BEING LOT 5 OF THE GEORGE ABERNATHY SUBDIVISION AS RECORDED IN PLAT BOOK 11, PAGE 69 (S.C.R.O.), SITUATED IN BARTLETT, SHELBY COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TANGENT INTERSECTION OF THE SOUTH LINE OF STAGE HILLS BOULEVARD (PUBLIC, ASPHALT PAVED, 68-FT. R.O.W.) AND THE WEST LINE OF NORTH GERMANTOWN ROAD (PUBLIC, ASPHALT PAVED, 160-FT. R.O.W.); THENCE SOUTHWARDLY ALONG THE WEST LINE OF GERMANTOWN ROAD - A DISTANCE OF 164.64 FEET TO THE SOUTHEAST CORNER OF LOT 32 BARTLETT CORPORATE PARK EAST (PLAT BOOK 156, PAGE 5, SCRO), AND BEING IN THE NORTH LINE OF SAID LOT 5; THENCE SOUTH 87 DEGREES 50 MINUTES 59 SECONDS EAST ALONG SAID LINE - 33.04 FEET TO A SET IRON PIN IN THE WEST LINE OF SAID NORTH GERMANTOWN ROAD BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 32 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE - 259.16 FEET TO A FOUND IRON PIN IN THE NORTH LINE OF THE FINAL PLAT OF EQUITY INNS SUBDIVISION (PLAT BOOK 169, PAGE 55 (SCRO)); THENCE NORTH 87 DEGREES 51 MINUTES 44 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION - 765.22 FEET TO A FOUND IRON PIN IN THE EAST LINE OF LOT 42A OF SAID BARTLETT CORPORATE PARK EAST SUBDIVISION; THENCE NORTH 00 DEGREES 23 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 42A A DISTANCE OF 259.30 FEET TO A FOUND IRON PIN IN THE SOUTH LINE OF LOT 35 OF SAID SUBDIVISION; THENCE SOUTH 87 DEGREES 50 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 35, 34, 33 AND 32 A DISTANCE OF 764.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 198,076 SQUARE FEET OR 4.547 ACRES, MORE OR LESS.



KN6289

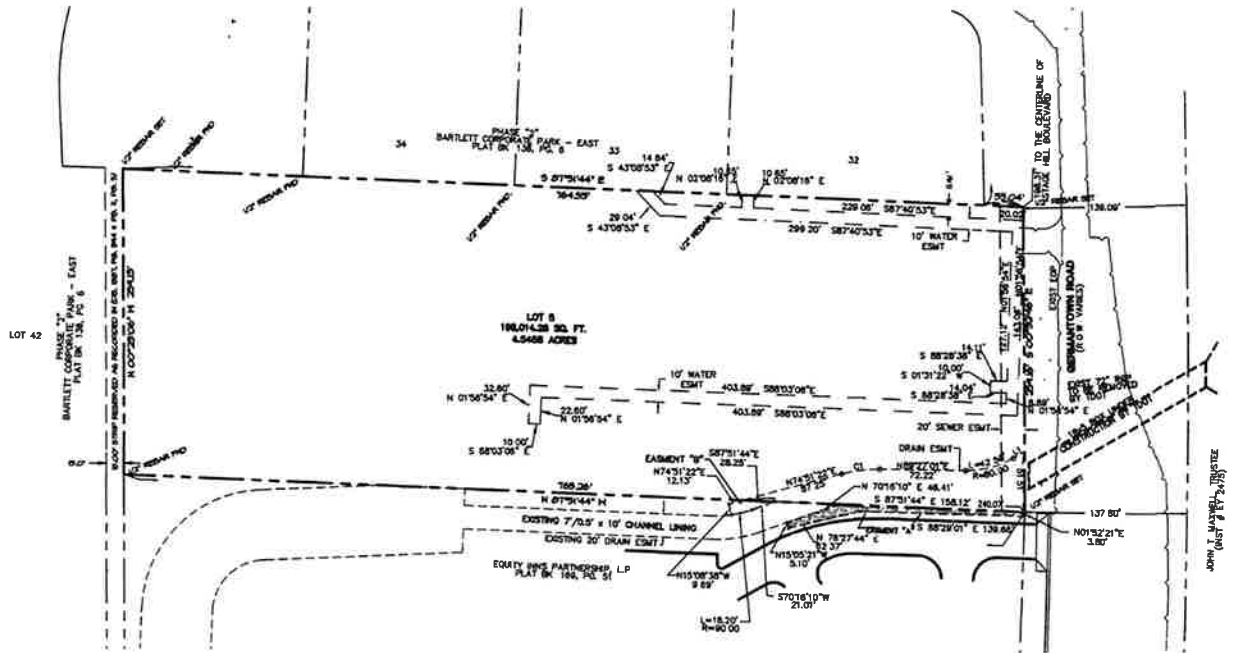
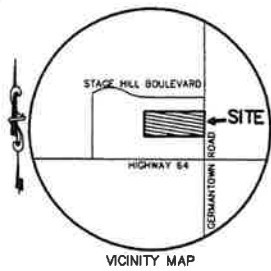
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Plat: Subdivision		58
D/C: 2 - MAX HAYES		
PLAT BOOK: 188		
PAGE: 18		
RECORDING FEE		30.00
DP FEE		2.00
TOTAL AMOUNT		32.00
PAGE COUNT: 2	PAGE ADDED: No	GROUP ID: X00015495T
STATE of TENNESSEE, COUNTY of SHELBY		
Joe M. Reyes, REGISTER		

GRAPHIC SCALE



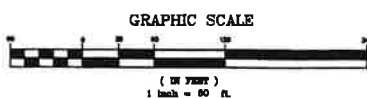
(IN FEET)
1 inch = 60 ft.



REQUIRED AREA ESMT. "A"
PERMANENT EASEMENT= 1,108.81 SQ. FT.
REQUIRED AREA ESMT. "B"
PERMANENT EASEMENT= 260.88 SQ. FT.

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	32.87	120.00	16.54	32.77	S81°43'38"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.34	N60°06'29"E



EASEMENT PLAT
LOT 5
GEORGE M. ABERNATHY SUBDIVISION
BARTLETT, TENNESSEE
DATE: SEPTEMBER, 2000 SCALE: 1"= 50'
DEVELOPER: MGNEL INVESTMENT CO.
7700 WOLF RIVER BLVD
GERMANTOWN, TN 38138



TBM CITY OF MEMPHIS BENCHMARK @ N.W. CORNER OF HWY 64 AND
GERMANTOWN ROAD, 16' N OF EX ON GERMANTOWN ELEV 316.11'
FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL
FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP
NO. 4705700150E, EFFECTIVE DATE DECEMBER 2, 1994

Owner's Certificate

I, M. J. Smith, the undersigned owner of the property shown hereon, hereby adopt this plan of development and dedicate the streets as shown to the public use forever, and hereby certify that I am the owner in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

Date 10/3/2000

Date

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared M. J. Smith, with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of Lot 5, George M. Abernathy Subdivision, and he as such owner, executed the foregoing instrument for the purpose therein contained by signing his name as owner.

In the witness whereof, I hereunto set my hand and affix my seal this 3rd day of October, 2000.

Notary Public
My commission expires December 1, 2002

Mortgagee's Certificate

We, the undersigned, Bill Simmons-Bank, mortgagee of the property shown hereon, hereby adopt this plan of development and dedicate the street, right-of-way, easement and rights of access as shown to the public use forever, and hereby certify that we are the mortgagee duly authorized so to act and that said property is unencumbered by any taxes which have become due and payable.

Date 10/4/2000

Date

State of Tennessee
County of Shelby

Before me, the undersigned a notary public in and for the state and county aforesaid, duly commissioned and qualified, personally appeared Bill Simmons, of Bill Simmons Bank, subdivision, and he as such representative executed the foregoing instrument for the purpose therein contained by signing his name as representative of the mortgagee.

In witness whereof, I hereunto set out hand and affix my seal this 4th day of October, 2000.

Notary Public
My commission expires December 1, 2002

Engineering Certificate

I am hereby certified, that the engineering aspect of this plot is true and correct, is in conformance with the zoning and subdivision regulations and the specific conditions imposed on this development, and to the best of my knowledge takes into account all applicable regulations.

MARK T. McGUIRE, P.E.
Tennessee Certificate No. 104502

Surveyor's Certificate

I, JOHN W. ASHWORTH II, do hereby certify that I am a registered Land Surveyor, and that I have surveyed the lands embraced within the plot or map designated as George M. Abernathy Subdivision, a subdivision all lying within the corporate limits of the Town of Bartlett, Tennessee, said plot or map is a true and correct plot or map of the lands embraced therein, showing the subdivision thereof in accordance with Subdivision Regulations of the Town of Bartlett, Tennessee. I further certify that the survey of the lands embraced within said plot or map has been correctly monumented in accordance with the Subdivision Regulations of the Town of Bartlett, Tennessee.

In witness whereof, I the said JOHN W. ASHWORTH II, Land Surveyor, hereunto set out hand affix my seal this 10th day of October, 2000.

JOHN W. ASHWORTH II
Tennessee R.L.S. Certificate No. 1344

Board of Mayor and Aldermen Certificate

I, Kenn Fulmer, do hereby certify that all required improvements have been installed or that a performance bond or other collateral in sufficient amount to assure completion of all required improvements has been posted for the plan of development shown on this plot and are hereby approved by the Town of Bartlett, Tennessee.

10/5/2000

Kenn Fulmer
Mayor, Town of Bartlett

Planning Commission Certificate

I, David Robinson, do hereby certify that the Town of Bartlett Planning Commission has approved this plot of plan development for recording.

Oct. 4, 2000

David Robinson
Secretary, Planning Commission
Town of Bartlett

Owner's Certificate

I, Phillip H. McNeill, the undersigned owner of the adjacent property shown hereon, hereby adopt the dedicated easement as shown to the public use forever, and hereby certify that I am the owner in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

Date 10/4/00

Date

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Phillip H. McNeill, with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of Lot 1, George M. Abernathy Subdivision, and he as such owner, executed the foregoing instrument for the purpose therein contained by signing his name as owner.

In the witness whereof, I hereunto set my hand and affix my seal this 4th day of October, 2000.

Notary Public
My commission expires 01-31-01



EASEMENT PLAT
LOT 5
GEORGE M. ABERNATHY SUBDIVISION
BARTLETT, TENNESSEE
DATE: APRIL, 2000 SCALE: 1"= 50'
DEVELOPER: MMR GROUP, LLC



Municipal Planning Commission

Minutes

Monday, July 7, 2025 - 6:30 P.M.

The Bartlett Planning Commission (PC) met in the City Hall Assembly Chamber on Monday, July 7, 2025 at 6:30 p.m. for a regularly scheduled meeting.

The following members were present:

David Hunt
Jack Young, Alderman
Paul Kaiser, Chairman
Jim Lamb, Vice Chairman
Ken Demetriou
James Reid
Don Conway
John Conroy
Greg Easton

The following staff/advisors were present: Kim Taylor, Director of Planning; Sam Harris, Senior Planner; Leslie Brock, Planner; Trey Arthur, Director of Code Enforcement; Erin Campbell, Assistant Director of Engineering; Craig Jones, Deputy Fire Marshal; Ed McKenney, City Attorney

Alderman Jack Young opened the meeting with a prayer.

The Pledge of Allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the Monday, June 2, 2025 meeting:

Jack Young made a motion to approve the minutes of the Monday, June 2, 2025 meeting as submitted. David Hunt seconded the motion. Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted "YES". **Motion carries.**

NEW BUSINESS

Public Hearing

Planned Development

1. Bartlett Boulevard & Yale Road Planned Development, Parcel B015700333 (David Bray, The Bray Firm)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. David Bray with The Bray Firm, who is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located at the southeast corner of Yale at Bartlett Boulevard, and it is within the “RS-10” Single-Family Residential Zoning District.

BACKGROUND: On November 4, 2024, the Planning Commission made a favorable recommendation to the Board of Mayor and Aldermen for an 8-lot planned residential development on the subject property. The application was withdrawn by applicant prior to Board of Mayor and Aldermen approval.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop 3.66 acres of land into a 5-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,816 square feet to 58,800 square feet (1.34 acres). The proposed housing density is 1.36 units per acre and the minimum yard setbacks are:

<u>Actual</u>	<u>RS-10 Zoning District</u>
A. Front – 30 feet Yale/ 40 feet Bartlett Boulevard	Front – 30 feet
B. Side – 5 feet	Side – 5/10 feet
C. Rear – 25 feet	Rear – 25 feet
D. Width – 65.05 feet	Width – 80 feet

The proposed planned development features a 49,161 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road and a right in/right out only on Bartlett Blvd.

Recommendation: Approval of a favorable recommendation by the Planning Commission to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired it shall be shifted to the west to line up.
5. All new utilities shall be underground.
6. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

7. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
8. Area for storm water detention is to be shown and labeled non-buildable.
9. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
10. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
11. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

12. Detention shall be shown.
13. Plan and profile sheet for road should be included.

Sanitary Sewer Plan (NOT INCLUDED):

14. Sewer profile will be required.
15. Structure and pipe data shall be shown with space provided for as-builts.
16. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
17. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan (NOT INCLUDED):

18. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
19. EPSCs shall be shown in areas of off-site sewer installation.
20. An additional sheet is required for final stabilization of the site.
21. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan (NOT INCLUDED):

22. Detention will be required, provide detention analysis.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.

7. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
8. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

Chairman Kaiser called for questions from the PC for Director Taylor.

David Hunt asked why there was a reduction in the number of lots being developed on the property. Director Taylor indicated there is a new owner with a new plan.

Chairman Kaiser asked if the applicant was present.

David Bray, The Bray Firm, 2950 North Stage Plaza, Bartlett, TN 38134, came forward. Mr. Bray acknowledged they accept the conditions as presented.

The Public Hearing opened at 6:35 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Planned Development to come forward.

No one came forward to speak in favor of the Planned Development.

Chairman Kaiser called for any citizen wishing to speak in opposition to the Special Use Permit to come forward.

Mr. Zane Deskins, 3332 Bartlett Boulevard, Bartlett, TN 38134, came to the podium.

Mr. Deskins stated he owns the property adjacent to the proposed development and is concerned that he and his family will be unable to subdivide the property

behind their homes as it will be landlocked with no access to Bartlett Boulevard or Yale Road. Senior Planner Sam Harris explained that Mr. Deskins would have to build a road and add the utilities as the other property owner is doing to have the required frontage for the RS-10 subdivision development.

Additionally, Mr. Deskins also stated he only received the first notification of the development of the property the previous week. Senior Planner Sam Harris provided the information the city has sent three mailings/public notifications for the development of the property.

The Public Hearing adjourned at 6:43 p.m.

No further discussion.

James Reid made a motion to forward a Favorable Recommendation to the Board of Mayor and Aldermen for the Bartlett Boulevard and Yale Road Planned Development, Parcel B015700333. Don Conway seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Public Hearing **Special Use Permit**

2. Secondhand Retail, 7610 Highway 70 (Raymond Couch, Goodwill Memphis, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Raymond Couch with Goodwill Memphis, who is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use. The subject property is located at 7610 Highway 70. The subject property is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is located within the Corner Shops of Highway 70 Subdivision on Lot 1. The site was a Starbucks Coffee drive thru restaurant. The current use is a Baby Jack's BBQ restaurant with a drive thru window/lane. The building is 1,800 square feet. Memphis Goodwill, Inc. is under contract to lease this property. On April 17, 2025, the Board of Zoning Appeals upheld the decision of the Building Official that an Attended Donation Center (ADC) is a donation collection, storage, and distribution facility that is a permitted use within the "I-P" and "I-O" zoning districts with Site Plan approval by the Planning Commission and Design Review Commission, but that the proposed use is not permitted in the "C-H" Highway Business Commercial Zoning District.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use on the subject property located at 7610 Highway 70. According to Article V, Chart I of the Zoning Ordinance, secondhand retail use requires obtaining a Special Use Permit. The applicant is proposing to utilize some of the building as a secondhand retail store for their e-commerce items, jewelry, collectibles, and the like. However, they will still be proposing to utilize part of the building as an Attended Donation Center (ADC). Since they are proposing a secondhand retail use component that is allowed with SUP approval within the "C-H" Highway Business commercial zoning district, then the Attended Donation Center (ADC) could be considered an ancillary use of the primary secondhand retail use. The surrounding Zoning Districts are "C-H" Highway Business to the north, "C-L" Neighborhood Business and "C-H" Highway Business to the south, "C-L" Neighborhood Business and "RS-12 Single Family Residential to the east", and "C-H" Highway Business to the west. The surrounding uses include: single family residential, bank, drive thru restaurants, restaurants, multi-tenant retail, physical therapy office, and grocery store.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

1. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
2. The proposed gates appear to be located over previously installed private drainage.

Planning Conditions:

1. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Site Plan application for approval by the Design Review Commission for all exterior changes proposed to the subject property.
2. According to the applicant, the access driveways will be gated to prevent dumping after hours. However, this may encourage customers to drop off donations in the shared ingress/egress easement of the commercial center during off hours.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor. No questions were asked.

Discussion

Raymond Couch, Director of Goodwill, Memphis, spoke to the plans for this property. He stated this is a new business model for Goodwill and will be the first of its kind in the Memphis area. The primary inventory will be collectibles such as jewelry, art, baseball cards, comics, etc. The facility will also be used for the emerging E-Commerce market of Goodwill, Industries, as well as a collection point/drop-off point.

Mr. Hunt asked how big the building is and how much will be devoted to the sales floor. Mr. Couch said the building is 1800 sq. ft. with approximately 35% of the building will be used for the sales floor.

Mr. Easton asked why would Goodwill open a facility approximately two miles away from their current storefront. Mr. Couch indicated that this store will not be selling the same kind of merchandise and Bartlett has a higher income that will support this new business model. The donation site will be attended with no ability to drop off items after-hours.

Mr. Young asked if only 35% of the space will be dedicated for the sales floor, why not do it at the other location. Mr. Couch responded that Bartlett has higher-end buyers that will appreciate the new space.

Mr. Reid asked how effective their sales will be if only approximately 550 sq. ft. available for inventory. Mr. Couch said that it will be dependent on the layout and type of fixtures that are used in the space.

The public hearing opened at 7:03 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Special Use Permit to come forward.

Steve Stewart, 3011 Christoval Cove, Bartlett, TN 38133, came to the podium. He has worked with Goodwill Industries in the Memphis area for years doing signage at their various locations. Mr. Stewart believes the organization has a good mission and spoke highly of the Collierville Goodwill Bookstore experience.

Will Clem, 12251 Grand Ridge Lane, Arlington, TN, 38002, came forward. He is the current owner of Baby Jack's, 7610 Hwy. 70, Bartlett, TN 38133. Mr. Clem has seen the architectural renderings of the proposed store and said they look very nice. He believes the store will be a good addition to the community.

Chris Woods, 9150 Anderton Springs Drive, Bartlett, TN 38133, has worked with Goodwill since 2006. Mr. Woods said that Goodwill manages their facilities well. He indicated that a gate/fence could be added to the property to deter any after-hours drop offs.

Chairman Kaiser called for any citizen wishing to speak in opposition of the Special Use Permit to come forward.

Ray Stroud, 7504 Delmonico Cove, Bartlett, TN 38135, came to the podium. Mr. Stroud stated that he used to operate a business next door to a thrift store and it was a negative experience. This is not an ideal proposition for this location. Please disapprove this request.

Tim Kellum, 3730 Appling Lake Dr., Bartlett, TN 38133 approached the podium. He said that he is concerned about the increased pollution from increased traffice and the level of littering and debris due to the donation drop-off.

Patricia Stroud, 7504 Delmonico Cove, Bartlett, TN 38135, came forward to speak against the Special Use Permit. She is against the plan as presented with the majority of the building being proposed as a drop-off center.

Melanie Busch, 3904 Wheelers Run Cove, Bartlett, TN 38135, came forward to add her voice to the opposition. She reiterated the same reasoning as her previous concerned neighbors.

Cheryl Edwards, 7501 Delmonico Cove, Bartlett, TN 38135, approached the podium to add her comments to the opposition. She said young families are moving into the area and investing in their homes, which this development will be a detriment to their efforts. Ms. Edwards also shared that she has been to the Collierville Goodwill bookstore location and said it is in their commercial district on West Poplar Avenue.

Larry Patrick, 7537 Delmonico Cove, Bartlett, TN 38135, believes the retail portion is not the primary issue, it is the drop-off donation center. The litter will only increase.

Amy Brown, 7491 Delmonico Cove, Bartlett, TN 38135, spoke in opposition to the plan.

Charlotte White, 7426 4th Avenue, Bartlett, TN 38135, said her residence is the closest to the proposed store; and the store is a detriment to the neighborhood.

Rudolph Brown, 7491 Delmonico Cove, Bartlett, TN 38135, spoke against the proposal.

Senior Planner Sam Harris read a letter of oppostion received by the Planning Department into the record.

*Rudolph Glen and Amy Brown
7491 Delmonico Cove
Bartlett, TM 38135*

glenbrown@jrbowman.com
901-412-9737
06/30/2025

Attention: Director Kim Taylor:

We are writing to express our strong opposition to the proposed opening of a Goodwill thrift store in our community, especially since there is a Goodwill store at Stage and Highway 70 approximately 2.5 miles from the proposed location. While Goodwill Industries may be widely recognized as a charitable organization, we believe that the presence of a Goodwill retail outlet in our neighborhood would have multiple negative consequences that outweigh any perceived benefits. **From the Bartlett city Mayor's Vision Plan 2030:** „In 2023, the City of Bartlett obtained community input from a survey compiled by the University of Memphis. Respondents indicated that one of the five most essential focus areas moving forward along with safety, city infrastructure, economic health, and parks was **improved retail offerings.**“ Goodwill is not a quality retail store with improved retail offerings.

The following is a summary of our concerns:

Local small businesses are the backbone of our community, providing personalized service, reinvesting profits locally, and contributing to the unique character of our area. The introduction of a corporate-backed thrift store such as Goodwill can draw customers away from these businesses, often resulting in reduced revenue or even closures. This is particularly concerning for shops that cannot compete with Goodwill's brand recognition or pricing strategies. Also, any nearby small clothing stores or shops may be squeezed out by the increased Goodwill presence. Moreover, Goodwill's status as a nonprofit provides it with tax advantages that are not extended to small local businesses, further skewing the competitive landscape.

Because Goodwill is not a quality retail store with improved retail offerings, there is also a risk for a decline in property values, affecting neighborhood identity and decreasing the surrounding neighborhoods aesthetic values. The homeowners in our neighborhood are looking for quiet, high quality, and less dense area to live in. We don't want to see our streets become more congested with more traffic and more people that might make it unsafe for our children and grandchildren to bike and walk safely in our neighborhood areas.

Another reason for concern is that, although promoted as environmentally friendly, Goodwill stores are known **to generate substantial waste and sanitation problems. There have been multiple accounts of Goodwill stores accepting and reselling items infested with bed bugs or other pests, posing serious health and sanitation risks.** These infestations can be easily transferred to customers' homes, potentially creating community-wide issues that are costly and distressing to resolve. Also, a substantial portion of donations are unsellable and end up in landfills, contributing to the very waste problem the organization claims to help alleviate. The store's practices around disposing of unsold or damaged goods are rarely transparent and frequently problematic.

Goodwill's labor practices have also been widely criticized, particularly regarding their use of subminimum wages for employees with disabilities under Section 14(c) of the Fair Labor Standards Act. While some stores may have reformed these practices, the organization's history and the inconsistency in how different branches are operated raise serious ethical concerns about supporting a company with such a track record. This practice undermines the organization's mission of providing equal pay and erodes public trust.

In light of the above concerns, we respectfully urge you to reconsider the establishment of a Goodwill store in our neighborhood area. There is already a Goodwill store very close to our community, so we believe that opening one in our neighborhood is unnecessary and may cause visitors or potential new residents to perceive the area as economically depressed if there are too many secondhand stores in close proximity.

We believe our neighborhood would be better served by supporting truly local businesses that prioritize community responsibility, improve the quality of life, and enhance the overall well-being of our area.

Thank you for your time and attention to this matter.

Sincerely,
Rudolph Glen and Amy Brown

The Public Hearing closed at 7:33 p.m.

Chairman Kaiser opened the floor for discussion amongst the committee members.

Mr. Hunt asked Mr. Couch what the various salary levels are for Goodwill employees. Mr. Couch introduced Tina Blackmon, Senior VP of Operations. She said the starting hourly wage for employees is \$12.00 per hour, \$15.00 per hour for keyholders, and \$50,000 for general managers. Goodwill covers 90% of the cost of insurance and other benefits for their employees.

Seeing no further discussion, Chairman Kaiser called for a motion to be made.

John Conroy made the motion to approve a Favorable Recommendation to the Board of Mayor and Aldermen with conditions for Secondhand Retail, 7610 Highway 70. David Hunt seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted NO.

Motion FAILS.

Public Hearing **Special Use Permit**

3. Hookah Lounge, Bar or Tavern, 2965 North Germantown Road #120 (Willis White, Sticks & Stones)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Willis White, Jr. with Sticks and Stones, requesting a Planning Commission approval of a favorable recommendation of a Special Use Permit for the operation of a Hookah Lounge, Bar or Tavern (smoking lounge). The subject property is located at 2965 N. Germantown Road, Suite #111 within the “C-H” Highway Business Zoning District.

BACKGROUND: On November 2, 2020, the Planning Commission made an unfavorable recommendation to the Board of Mayor and Alderman for a Tavern, Cocktail Lounge, Night Club, Bar use on subject property. On January 12, 2021, the Board of Mayor and Aldermen voted against granting Sticks and

Stones a Special Use Permit. Deciding to move forward with the business without liquor or live music, on January 21, 2021, Mr. White stated in an email to Planning Director Kim Taylor,

"We would like to serve beer (alcohol content of 5% or less) to be consumed on-premise only. NO liquor (alcohol content greater than 5%) will be served on-premise. -NO stage and NO live band DJ entertainment will happen within our establishment. "

On January 29, 2021, Mr. White described his business on the business license application as,

"Sticks and Stones will be a cigar smokers lounge and restaurant. We are an age restricted establishment (21 and up), we will ID customers as they enter. We will apply to serve beer, however NO liquor or live entertainment."

The Daily Memphian in an article by Omer Yusuf on March 10, 2021, reported, *". . . That was the reality for Sticks X Stones partners Willis White, Jr. and Tavaris Jones after the Board of Mayor and Aldermen voted against granting them a special use permit at its January 12, 2021, meeting. The permit was necessary to allow live music and liquor at Sticks X Stones."*

It came to the attention of staff that liquor was being served as well as Sticks and Stones was hosting DJ's and live entertainment. Hours of operation are 6:00 PM to 1:00 AM, which is later than a normal restaurant establishment would stay open.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation of a Special Use Permit for the operation of a Hookah Lounge, Bar or Tavern. According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Hookah Lounge, Bar or Tavern (smoking lounge). The surrounding uses include car dealerships, childcare center, pediatric offices, restaurants, hotel, instrument store, fitness gym, physical therapy clinic, an insurance office, retail stores, office, and automobile gas stations with convenience stores.

RECOMMENDATION: Unfavorable recommendation by staff.

Planning Conditions:

1. In keeping with the Tennessee Non-Smokers Protection Act (TCA Section 31-17-1801) the Applicant shall establish the Hookah Lounge, Bar or Tavern as an Age Restricted Venue restricting access to the facility at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to such facility to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.
2. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

Chairman Kaiser called for questions from the PC for Director Taylor.

Jim Lamb asked when it came to the attention of staff regarding the serving of liquor as well as the hosting of DJ's and live entertainment. Director Taylor deferred the question to Director of Code Enforcement, Trey Arthur.

Director Trey Arthur stated that they became aware approximately three months ago.

Chairman Kaiser asked if the applicant is present. Seeing no owner and/or representative present, Chairman Kaiser called the Public Hearing into session.

The Public Hearing opened at 7:39 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Special Use Permit to come forward.

No one came forward to speak in favor of the Special Use Permit.

Chairman Kaiser called for any citizen wishing to speak in opposition of the Special Use Permit to come forward.

No one came forward. Senior Planner Sam Harris read a letter of opposition received by the Planning Department into the record.

June 24, 2025

*Bartlett City Hall Annex
Attention: Director Kim Taylor
6382 Stage Road
Bartlett, Tennessee 38134*

Dear Bartlett Officials:

Please consider this letter an official vote AGAINST the proposal for the addition of a Hookah Bar Lounge and Tavern, Cocktail Lounge, Night Club or Bar to be located at 2965 North Germantown Road #120. It is disappointing that Bartlett as a Family orientated community would entertain the addition of a "Tavern" as described in the public hearing notice. This type of business can entertain late night activities that do not lend to the Family Atmosphere Bartlett is known for. As an owner and/or resident of a neighboring property we do not feel this is a good fit for our community. The City of Bartlett works hard to keep the standard high. Please consider those who call Bartlett their home and protect our investments by denying the approval of this type of establishment.

Thank you,

DMB Holdings 1 LLC

The Public Hearing closed at 7:40 p.m.

Chairman Kaiser opened the floor for discussion amongst the committee members.

Seeing no discussion, Chairman Kaiser called for a motion to be made.

Jim Lamb made the motion to deny the Favorable Recommendation of a Special Use Permit for the location of a Hookah Lounge, Bar, or Tavern (smoking lounge), 2965 North Germantown Road, Suite #111. Jack Young seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted NO.

Motion PASSES.

Public Hearing

Special Use Permit

4. The Waters at Bartlett Mixed-Use Development, Northeast Corner of New Brunswick Road & Highway 64 (Heidi Spring, Stoa Group)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Heidi Spring with Stoa Group, requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development. The subject property is located at the northeast corner of New Brunswick Road & Highway 64. The subject property is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is 25.73 acres of vacant property. In 2019, the City of Bartlett added the Residential Mixed Use Overlay District to Article VI, Section 29 of the Bartlett Zoning Ordinance. The Residential Mixed Use is a site specific special use intended to allow residential uses with mixed uses including commercial and office developments in buildings of two or more stories. The Residential Mixed Use shall be applied for as a Special Use Permit that will be reviewed by the Planning Commission, requiring the final action of the Board of Mayor and Aldermen. The Special Use Permit for the Residential Mixed Use may be allowed in office zoning districts, commercial zoning districts, and residential zoning districts where existing commercial and office zoning directly abuts residential zoning, or on lots with combination zoning that includes residential zoning along with commercial, and/or office zoning, and having major and/or minor road frontage. In December 2023, the Planning Commission approved a Master Plan for the Hy-Vee Subdivision, but the Hy-Vee grocery store declined to move forward with further development plans for the subject property.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit

to allow a Residential Mixed Use Development on the subject property located at the northeast corner of New Brunswick Road and Highway 64. According to Article VI, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required to move forward with submitting development plans for a Residential Mixed Use Development. The surrounding Zoning Districts are "I-P" Planned Industrial Park to the north, City of Memphis Commercial to the south, and "RS-10" Single Family Residential to the east, and "C-H" Highway Business Commercial to the east and west. The surrounding uses include: industrial park, pest control business, automobile body and paint shop, new and used motor vehicle sales dealership, restaurants, multi-tenant retail, behavioral hospital, and gas station with convenience store. The proposed conceptual plan is as follows:

District	Use	Acreage	Units
1	Residential Flats	12.54	312
2A	Commercial	6.6	N/A
2B	Quick Service Restaurant Commercial	0.59	N/A
			312
District	Use	Acreage	% Total Site Area
COS	Greenspace	6	23.32%

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. A Plat (not submitted) showing all lots, descriptions, easements, Property Owners Association responsibilities should be submitted.
3. A Property Owner's Association shall be set up by the owner with responsibilities specified on the Final recorded Plat.
4. There is a Texas Gas Easement and pipeline across a portion of this site. Plans and necessary applications should be submitted to Texas Gas and the proper permits acquired from Texas Gas where necessary.
5. All new utilities shall be underground.

6. Sidewalk should be installed along the entire length of the East side of New Brunswick Road.

Erosion Control & Stream Buffer (NOT SUBMITTED):

These have been previously discussed with TDEC on previous site layouts.

7. A SWPPP, ARAP Permit and a TDEC permit will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
8. Based on the Site Hydrological Determination:
 - a. The onsite stream that flows from East to West along this site is a Blue Line Stream.
 - b. The stream that flows from North to south is a wet weather conveyance (NOT a Blue Line Stream).
9. A Greenbelt (Stream Buffer) shall be shown on the plans encompassing the Blue Line Stream. This is a requirement of the City's Storm Water Ordinance. This area shall not be encroached upon by any building, structure, or parking area, and shall be so noted on the final plat of the subdivision.
10. The maintenance of this stream and buffer is the responsibility of the Property Owner's Association.
11. There was an area previously designated as Wetlands. The design Engineer must submit complete Hydraulic calculations to the City and TDEC for approval to confirm that the proposed detention pond will not alter the wetlands area.
12. Erosion Control plans will be required.

Water (NOT SUBMITTED):

13. The City of Bartlett engineering staff will perform hydraulic analysis and fire flow testing adjacent to the site and produce final, sealed water plans including the adequately sized water mains.
14. The Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

Grading & Drainage (NOT SUBMITTED):

15. Detention will be required. The applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms. As-built data will be required on detention basin.

Sewer (NOT SUBMITTED):

16. Any sewer cleanout located in a paved area shall comply with the detail approved by Bartlett Codes, which involves brass connections and a concrete collar.
17. The on-site existing sanitary sewer line is recorded with a 10' wide permanent easement and should be re-recorded as a 30' wide easement.
18. This property is in the Fletcher Creek sewer basin, so a private sewer holding tank design and outflow rates will need to be submitted to the City of Bartlett and City of Memphis for acceptance. This design will require approval from the City of Memphis. This will be required before this project can proceed to contract, plan signature, and construction.
19. The developer will epoxy coat up to two sewer manholes downstream of the new pump station and surge tanks for H₂S protection.

Transportation:

20. The Site Plan shows the closing of Brunswick Road at the current intersection with New Brunswick Road. This shall be completed by installing a cove, not shown. This is necessary because of:
 - Safety Concerns at the intersection of New Brunswick Road & Brunswick Road.
 - The current inefficiency of the New Brunswick Road & Brunswick Road intersection.
21. Both TDOT and City Staff are in agreement with this closure. TDOT has stated that the Planning Commission Meeting will satisfy TDOT's requirement for Public Notification of the closure of Brunswick Road.
22. The owner will be required to apply for and get a TDOT permit for this road closure.
23. Based on the proposed plan, traffic on Brunswick Road can continue west bound to New Brunswick:
 - By way of Ladurl Road or
 - By exiting the proposed Brunswick Road Cove and entering the New Site.
24. All roads shown within the Commercial Development shall be Private.
25. Brunswick Road is not inside Bartlett City Limits. Brunswick Road design will need to be reviewed and approved by TDOT and/or Shelby County. There are too many access points. The development should only have one access point to Brunswick Road. Other circulation should be internal to the development.

26. Access to New Brunswick should be limited to 2 driveways (one full movement at a signalized intersection with Wolf Lake Drive and an additional right-in/ right-out).
27. Wolf Lake Drive shall be signalized. Additional signal easement/ROW may be required for signal poles/cabinet, as the west side of the intersection is in the Texas Gas Easement.
28. The AASHTO Greenbook recommends driveway spacings for a 40 mph design speed road be at least 305' apart.
- The Proposed North most driveway is too close to the driveway at Wolf Lake Drive. It is also too close to Ladurl Drive. This driveway should be eliminated from the plan.
 - The proposed south most driveway is so close to US 64 that left turns from this driveway may be dangerous, similar to Brunswick's current connection to New Brunswick. This shall be limited to right-in/ right-out only.
29. A previous Traffic Study showed the Level of Service (LOS) for the New Brunswick-US 64 intersection (overall) dropping below an acceptable level, the following items may be required in order to maintain or improve existing level of service at this intersection:
- Provide Signal Coordination between a new signal at Wolf Lake and the existing signal at New Brunswick-US 64 intersection. This includes design work, necessary installation of fiber to coordinate the two signals (and associated timings) and complete modifications to US 64 signal. It also includes any collaboration with the City of Memphis & TDOT.
 - The traffic study showed the LOS of East Bound Left Turn movements on US 64 dropping from LOS D to E. The Following may be required in order to maintain a LOS D for this movement: Extend the left turn lane on U.S. Highway 64 as far west as it can be extended, including the required taper length, without impacting the next intersection west of the U.S. Highway 64 – New Brunswick intersection, contingent on TDOT approval and add an additional East Bound Left turn lane, creating a double left turn lane (Similar to the Walmart Drive-US 64 intersection).



Planning Comments:

1. The applicant will have five years from the date of the approval of the Special Use Permit for the Residential Mixed Use Development to record the final plat for subdivision of the subject property, or to obtain site plan approval and a current building permit should no subdivision of land be necessary. Otherwise, the underlying zoning will apply to any future development of the property.

Planning Conditions:

1. The applicant shall show in the future development submittals that the proposed density will not exceed the available sewer and water capacity, and the proposed location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.
2. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Master Plan with Outline Plan, Construction Plan, and Final Plan with Outline Plan to the Planning Commission, and Site Plan applications for approval by the Planning Commission and Design Review Commission.
3. The applicant should include a phasing plan for the development with the Master Plan submittal with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.
4. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

5. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Applicant was present with Blake Brinson. He indicated the firm is okay with the recommendations and will work with Engineering to an additional traffic study to potentially add another entrance. Erin Campbell, Assistant Director Engineering, concurred. Mr. Brinson yielded back his time to allow for any questions from the Planning Commission.

Planning Commission asked about the apartments' price points and finishes. Mr. Brinson said the flats will be Class A luxury with high-end finishes such as granite countertops, stainless steel appliances. There will be one-bedroom (starting at \$1700), two bedroom (starting at \$2000), and three bedroom (starting at \$2400) flats. There will be a 8000 sq. ft. amenity center, full workout room, co-working space, and resort-style pool. The buildings will only be three stories tall.

Michael Rogers with Fisher and Arnold said the road from Brunswick Road to New Brunswick Road closest to Highway 64 will be closed. TDOT and Shelby County will have to agree to the design, but it should not be a problem moving forward.

Planning Commission asked about access to Lakeside and residents to the north and east from that intersection. Erin Campbell, Assistant Director of Engineering, said Ladurl Drive will allow for full access.

The Public Hearing opened at 7:52 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of a Special Use Permit to allow a Residential Mixed Use Development to come forward.

No one came forward to speak in favor of a Special Use Permit.

Chairman Kaiser called for any citizen wishing to speak in opposition of a Special Use Permit to all a Residential Mixed Use Development to come forward.

No one came forward to speak in opposition of a Special Use Permit.

The Public Hearing closed at 7:52 p.m.

No further discussion.

David Hunt made a motion to forward a Favorable Recommendation to the Board of Mayor and Aldermen for The Waters at Bartlett Mixed-Use Development at the Northeast Corner of Brunswick Road and Highway 64. James Reid seconded the motion.

Roll Call Vote:

Greg Easton, John Conroy, Jim Lamb, James Reid, Don Conway: YES.

David Hunt, Ken Demetriou, Jack Young, Paul Kaiser: NO

Motion PASSES

Final Plan

5. JTB Subdivision, 8229 Highway 70 (Russ Brasfield, Barge Design Solutions)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Russ Brasfield with Barge Design Solutions, requesting Planning Commission approval of a Final Plan for the JTB Subdivision. The subject property is located at 8223 Highway 70, and it is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is the existing location of Birch's Automotive, the ancillary office for Birch's Automotive, and a vacant lot. The subject property currently consists of two lots that are not a legal lots of record (created after March 6, 1956) and are less than 4-acres (not exempt from subdivision regulations). In order to make the lots eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision. On July 1, 2024, the Planning Commission approved the Master Plan and Construction Plan for the JTB Subdivision. On April 7, 2025, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen to rezone Lots 1, 2, and 3 of the JTB Subdivision from "C-L" Neighborhood Commercial to "C-H" Highway Business Commercial to reflect the

pre-existing conditions and uses of the subject property. On May 27, 2025, the Board of Mayor and Aldermen approved the rezoning from "C-L" Neighborhood Commercial to "C-H" Highway Business Commercial to reflect the pre-existing conditions and uses of the subject property.

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan for the JTB Subdivision. The applicant is proposing to subdivide the existing 5.089 acre subject property into three lots. Lot 1 is proposed to be 2.124 acres, and it is the site of the existing Birch's Automotive. Lot 2 is proposed to be 0.591 acres, and it is the site of the contractor's business for Traditional Plumbing. Lot 3 is proposed to be 2.374 acres, and it is a vacant lot. Access to the subdivision will be from two existing curb cuts on Highway 70. A twenty foot wide ingress/egress easement will be along the frontage of all three lots for access. No additional curb cut is required. The applicant will be prohibiting the following uses: bail bonding, convenience store, finance-consumer lending establishment, manufactured (mobile) home dealer, new motor vehicle sales, used motor vehicle sales, pawn shop, sexually oriented business, tattoo or body piercing establishment, tavern, cocktail lounge, night club, bar, small box retail, tobacco store, and hookah lounge.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Commercial Subdivision contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP and a TDEC NPDES permit may be required and shall be submitted to the TDEC and the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Correct all markups.

6. Developer shall construct a center turn lane on Highway 70. This shall meet the requirements of TDOT and Bartlett.
7. All three lots of this subdivision shall use a shared driveway and associated ingress/ egress easement due to the limited sight distance. This must be approved and permitted by TDOT. This shall be recorded on the plat along with a maintenance agreement.
8. Road construction may require utility poles to be relocated.
9. A traffic control plan is required for work at Hwy 70.
10. A traffic impact analysis and/or a Site Impact Analysis may be required by TDOT.
11. A detention basin and associated drainage will be required as part of the Site Plan for Lot 3. Any additional pavement or buildings on Lots 1 & 2 may also require detention.

Erosion Control Plan & Details:

12. TDEC permit (if required) tracking number shall be added to the Erosion Control Plan.
13. Roadside swales to be fully sodded and pinned.
14. Show locations of construction exit and concrete wash out.
15. Additional erosion prevention and sediment control measures may be required at ditch crossings for sewer main.

Utility Plan:

16. State (TDOT) Utility Encroachment Permit will be required.
17. The water extension will be designed by the City of Bartlett Utility Engineer.
18. Sewer plan and profile will be required. These were not submitted with the plan set.
19. Sewer to be installed in accordance with City of Bartlett technical specifications and details.
20. Sewer manholes are to be spaced no greater than 350 feet apart.
21. Sewer crossing at ditch/stream crossing shall be ductile iron.
22. Sewer structure and pipe tables are required.
23. Indicate sewer pipe as SDR26.
24. Sewer tap(s) shall be shown.

Planning Conditions:

1. All buildings on Lots 1, 2, and 3 are to be used for commercial purposes and not as a dwelling place at any time.

2. The applicant must revise the "C-L" zoning label to "C-H" zoning.
3. The applicant must obtain Site Plan approval from the Planning Commission and Design Review Commission before obtaining a construction permit on Lot 3.
4. The applicant must install the streetscape across the Highway 70 frontage of Lots 1 and 2 in conjunction with issuance of a building permit for Lot 3.
5. The applicant must install the Landscape Plate 23D commercial adjacent to residential buffer along the rear property line of Lot 1 and Lot 3 in conjunction with issuance of a building permit for Lot 3 or in conjunction with issuance of a building permit of the 4.654 acre residential lot with frontage on Memphis Arlington Road.
6. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Applicant is present and will address the Planning Commission if there are questions.

Applicant was present and agreed to conditions of staff report.

Greg Easton made a motion to approve the Final Plan with conditions of staff for the JTB Subdivision, 8223 Highway 70. James Reid seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

6. Resubdivision of Lot 8 of Independent Pole Bearers Society Number 6 Subdivision, 8754 Independent Road (William N. Sawtelle, Parker, Estes & Associates, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. William Sawtelle with Parker, Estes & Associates, Inc., requesting Planning Commission approval of a Final Plan for a re-subdivision of Lot 8 of the Independent Pole Bearers Society Number 6 Subdivision. The subject property is

located on the northwest at the curve of Independent Road, east of Brunswick Road and north of Highway 70.

BACKGROUND: Subject property was created in November of 1950 as Lot 8 of the first addition of the Independent Pole Bearers Society Number 6 Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a Final Plan to subdivide the 1.258-acre lot into 2 residential lots. Lot 8-A will be .557 acres and Lot 8-B will be .682 acres. Access to Lot 8-A will be from an existing driveway on Independent Road, while access to Lot 8-B will be from a new curb cut on Independent Road. These lots will not be combined to form one lot but shall remain 2 lots with a house on each.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. All new utilities shall be underground.
3. Developer's engineer shall show the existing and proposed sewer and water taps to ensure each lot is separately and appropriately serviced.
4. An erosion control plan will be required as part of the building permit process for lots.

Planning Conditions:

1. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Seeing no questions, Chairman Kaiser asked if the applicant was present. The applicant was not present. However, the applicant contacted staff and stated they were in agreement with the conditions of the staff report.

Jim Lamb made a motion to approve with conditions the Resubdivision of Lot 8 of Independent Pole Bearers Society Number 6 Subdivision, 8754 Independent Road. Greg Easton seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Site Plan

7. Raleigh Primitive Baptist Church Parking Lot, 7247 Andrews Road (Josh Burnette, Renaissance Design Studio)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Josh Burnette with Renaissance Design Studio, requesting Planning Commission approval of a revised site plan for the Raleigh Primitive Baptist Church. The subject property is located at 7247 Andrews Road. It is within the "RS-18" Residential Zoning District.

BACKGROUND: The subject property is Lot 56, Block A of the Ellendale Highway Subdivision recorded on Plat Book 9, Page 90 in April 1929. At some time prior to annexation by the City of Bartlett in 1977, a church was constructed on the subject property. In 1995, the subject property received site plan approval and a building permit for a one-story addition to the rear of the existing church. On July 18, 2024, the subject property received a variance from the minimum side yard building setback requirement to add a new drive-thru portico along the east building elevation to be utilized during inclement weather. The existing parking lot is not marked with parking spaces. On May 15, 2025, the Board of Zoning Appeals denied the applicant's variance request to encroach within the Landscape Plate 23D width requirement of twenty (20) feet along the east property line, so the applicant has reviewed their proposed site plan from 29 new parking spaces to 26 new parking spaces.

DISCUSSION: The specific request by the applicant is for the approval of a revised site plan to expand the parking lot by adding 26 new parking spaces in the rear of the lot. The disturbed area is currently grass and trees, and it will be paved over to create the additional spaces. The applicant will be installing a detention swale to handle the stormwater drainage. The specifics of the proposed site plan are as follows:

Site Data	
Site Area:	1.00-acre/ 43,560-square feet
Disturbed Area:	0.1626-acres/ 7,083-square feet
Total Existing Parking Spaces:	unknown
Total Required Parking Spaces: (One space for each 4 seats in the main auditorium.)	18 (1 ADA Accessible)
Total Proposed Parking Spaces:	26 (1 ADA Accessible)
Greenspace/Open space:	36%

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. A SWPPP and a TDEC permit may be required. A Notice of Intent (NOI) shall be submitted to TDEC with a copy provided to the City of Bartlett Engineering office.
3. All new utilities shall be underground.
4. Easements should be shown on all plan sheets.
5. Correct all markups.

Erosion Control Plan

6. If required, the engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
7. If required, prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.

Grading and Drainage

8. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100 year storms.
9. The detention basin area should be labeled as "Detention- no build zone" on the site plans.

Planning Conditions:

1. While the existing site has a paved parking area, there are no designated parking spaces striped within this existing parking area.
2. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
3. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Chairman Kaiser called for the applicant to come forward. Josh Burnette, Renaissance Design Studio, 3157 Highway 64, Eads, TN approached the front. He indicated that they will accept the conditions as presented. Mr. Burnette wants to make the PC aware the property is long and narrow and surrounded by residences on each side. There are currently seven parking spots on the property. Thirty members attend, on average, every Sunday. Overflow parking is at the nearby school. In addition, at annual meetings, 75 members will attend. Mr. Burnette advised the PC the storm water issues have also been addressed.

Jack Young made a motion to approve a Revised Site Plan for the Raleigh Primitive Baptist Church, 7247 Andrews Road with conditions. David Hunt seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

8. Youth Villages Building Addition, 7410 Memphis-Arlington Road (Jamie Bostick, A2H, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Ms. Jaime Bostick with A2H Inc., requesting Planning Commission approval of a revised site plan for Youth Villages. The subject property is located at 7410 Memphis-Arlington Rd on the northeast corner of Memphis-Arlington Road and Broadway Road. It is within the “R-E” Residential zoning district.

BACKGROUND: Youth Villages was originally annexed into the City in 1985 with uses that were “grandfathered-in” as legal non-conforming uses. On November 6, 2000, the Planning Commission approved a Special Use Permit (SUP) for a “children’s home” use which allowed multiple buildings on the site. On April 2, 2007, the Planning Commission approved a site plan to add a girl’s residential treatment facility and an additional maintenance building. On March 7, 2016, the Planning Commission approved a site plan to add a boy’s residential treatment facility. On December 3, 2018, the Planning Commission approved a site plan to add a classroom building, basketball pavilion, storage/ washroom facility, outdoor pavilion and additional parking. On June 2, 2025, the Planning Commission approved a parking lot addition near the boys’ dorm.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a revised site plan to add a 49,615 square foot addition to the existing girls’ dormitory, along with two new recreational areas, a generator enclosure and an additional compactor enclosure. To accommodate the expansion, existing parking spaces will be removed and relocated. In addition, *Janie’s House* and its associated signage will be moved to a new location, which will be determined at a later date. A 310-foot retaining wall is also proposed along the southern property line, adjacent to Memphis-Arlington Road and the entrance drive, to enhance privacy for the dormitory rooms.

Site Data	
Total Site Area:	81.29-acres (3,540,992.40 square feet)
Project Area	14.25-acres
Existing Greenspace for Project Area:	59.37%
Proposed Greenspace for Project Area	55.08%
Required Greenspace	35%
Existing Parking Spaces:	205 spaces

Proposed Parking Spaces:	183 Spaces
Handicap Accessible:	7 (6 required)
Proposed Building Area:	49,615 square feet

Recommendation: Approval with conditions.

Engineering Conditions

General:

1. A Commercial Site Plan contract *may be* required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. If needed applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP *may be* required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. All utilities shall be denoted as private or public and provided with associated easements, as required.

Sanitary Sewer Plan (NOT INCLUDED):

5. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes which involves a brass connections and a concrete collar.
6. Tracer wire must be installed on all sewer lines, including services.
7. If the proposed sewer is private, it shall be noted on the plans. If it is public it will require an easement.

Utility Plan:

8. The utility plan may have to be adjusted based on the actual Water Plan as designed by Bartlett Engineering.
9. Fire protection must be approved by the City of Bartlett Fire Marshall.

Grading & Drainage Plan:

10. Include calculations to show that existing detention basin has accounted for this development.

Erosion Control Plan:

11. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation), if required.
12. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett, if required.

Erosion Control Details:

13. Metal posts with wired backed fence are required on the proposed silt fences.

Planning Conditions:

14. The applicant must include on the Site Data table height of building, greenspace, ADA compliant parking, and building setbacks.
15. The applicant must include landscape and screening plan for project site.
16. Should the proposed site plan be approved by the Planning Commission, the applicant shall seek site plan approval from the Design Review Commission for landscaping, lighting, signage, exterior elevations, colors, and materials.
17. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
18. The applicant must obtain Planning Commission Site Plan approval for the relocation of Janie's House and sign should the building remain on the property at 7410 Memphis-Arlington Road.

Chairman Kaiser called for questions from the PC for Director Taylor. Jim Lamb asked if the fencing was being replaced by a retaining wall. She replied in the affirmative. John Conroy asked how tall the wall would be. At that point, the applicant came forward.

Ms. Jamie Bostick, A2H Inc., 65 Germantown Ct., Suite 300, Cordova, TN approached the podium.

Jim Lamb asked why the fencing was being replaced with a retaining wall. Ms. Bostick said that the wall will be 10-feet at its highest point. This is because the

road is higher than the building. It will allow for more privacy and alleviate drainage issues.

John Conroy asked what materials would be used. A member of the architectural team, Lou Barnett, stated that the retaining wall will be brick with concrete pilasters every 20-feet.

David Hunt made a motion to approve with conditions the revised site plan for Youth Village, 7410 Memphis Arlington Road. John Conroy seconded the motion.

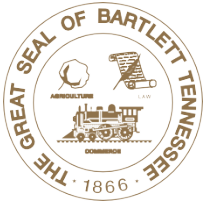
Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Open Discussion.

No member of the public or the Planning Commission wished to speak.

Adjourned at 8:18 p.m.



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

Resolution 30-25

Meeting: 7/22/2025 6:00 PM
Department: Planning
Category: Resolution
Prepared By: Sam Harris, Senior
Planner
Initiator:
Sponsors:

A Resolution approving a Special Use Permit to Allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, within the “C-H” Highway Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, within the “C-H” Highway Business Zoning District.

WHEREAS, according to Article 6, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “C-H” Highway Business Zoning District. to allow a Residential Mixed-Use Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64 on Monday, July 7, 2025, in accordance with their regulations and approved a favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of August, 2025, and approved the Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, subject to the following conditions:

Engineering Conditions:

General:

- 1) A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
- 2) A Plat (not submitted) showing all lots, descriptions, easements, Property Owners Association responsibilities should be submitted.
- 3) A Property Owner’s Association shall be set up by the owner with responsibilities specified on the Final recorded Plat.
- 4) There is a Texas Gas Easement and pipeline across a portion of this site. Plans and necessary applications should be submitted to Texas Gas and the proper permits acquired from Texas Gas where necessary.
- 5) All new utilities shall be underground.
- 6) Sidewalk should be installed along the entire length of the East side of New Brunswick Road.

Erosion Control & Stream Buffer (NOT SUBMITTED):

These have been previously discussed with TDEC on previous site layouts.

- 7) A SWPPP, ARAP Permit and a TDEC permit will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
- 8) Based on the Site Hydrological Determination:
 - a. The onsite stream that flows from East to West along this site is a Blue Line Stream.
 - b. The stream that flows from North to south is a wet weather conveyance (NOT a Blue Line Stream).
- 9) A Greenbelt (Stream Buffer) shall be shown on the plans encompassing the Blue Line Stream. This is a requirement of the City's Storm Water Ordinance. This area shall not be encroached upon by any building, structure, or parking area, and shall be so noted on the final plat of the subdivision.
- 10) The maintenance of this stream and buffer is the responsibility of the Property Owner's Association.
- 11) There was an area previously designated as Wetlands. The design Engineer must submit complete Hydraulic calculations to the City and TDEC for approval to confirm that the proposed detention pond will not alter the wetlands area.
- 12) Erosion Control plans will be required.

Water (NOT SUBMITTED):

- 13) The City of Bartlett engineering staff will perform hydraulic analysis and fire flow testing adjacent to the site and produce final, sealed water plans including the adequately sized water mains.
- 14) The Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

Grading & Drainage (NOT SUBMITTED):

- 15) Detention will be required. The applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms. As-built data will be required on detention basin.

Sewer (NOT SUBMITTED):

- 16) Any sewer cleanout located in a paved area shall comply with the detail approved by Bartlett Codes, which involves brass connections and a concrete collar.
- 17) The on-site existing sanitary sewer line is recorded with a 10' wide permanent easement and should be re-recorded as a 30' wide easement.

- 18) This property is in the Fletcher Creek sewer basin, so a private sewer holding tank design and outflow rates will need to be submitted to the City of Bartlett and City of Memphis for acceptance. This design will require approval from the City of Memphis. This will be required before this project can proceed to contract, plan signature, and construction.
- 19) The developer will epoxy coat up to two sewer manholes downstream of the new pump station and surge tanks for H₂S protection.

Transportation:

- 20) The Site Plan shows the closing of Brunswick Road at the current intersection with New Brunswick Road. This shall be completed by installing a cove, not shown. This is necessary because of:
- Safety Concerns at the intersection of New Brunswick Road & Brunswick Road.
 - The current inefficiency of the New Brunswick Road & Brunswick Road intersection.
- 21) Both TDOT and City Staff are in agreement with this closure. TDOT has stated that the Planning Commission Meeting will satisfy TDOT's requirement for Public Notification of the closure of Brunswick Road.
- 22) The owner will be required to apply for and get a TDOT permit for this road closure.
- 23) Based on the proposed plan, traffic on Brunswick Road can continue west bound to New Brunswick:
- By way of Ladurl Road or
 - By exiting the proposed Brunswick Road Cove and entering the New Site.
- 24) All roads shown within the Commercial Development shall be Private.
- 25) Brunswick Road is not inside Bartlett City Limits. Brunswick Road design will need to be reviewed and approved by TDOT and/or Shelby County. There are too many access points. The development should only have one access point to Brunswick Road. Other circulation should be internal to the development.
- 26) Access to New Brunswick should be limited to 2 driveways (one full movement at a signalized intersection with Wolf Lake Drive and an additional right-in/ right-out. However, more driveway access may be allowed pending the results of the traffic study.
- 27) Wolf Lake Drive shall be signalized. Additional signal easement/ROW may be required for signal poles/cabinet, as the west side of the intersection is in the Texas Gas Easement.
- 28) The AASHTO Greenbook recommends driveway spacings for a 40 mph design speed road be at least 305' apart.
- The Proposed North most driveway is too close to the driveway at Wolf Lake Drive. It is also too close to Ladurl Drive. This driveway should be eliminated from the plan.
 - The proposed south most driveway is so close to US 64 that left turns from this driveway may be dangerous, similar to Brunswick's current connection to New Brunswick. This shall be limited to right-in/ right-out only.

29) A previous Traffic Study showed the Level of Service (LOS) for the New Brunswick-US 64 intersection (overall) dropping below an acceptable level, the following items may be required in order to maintain or improve existing level of service at this intersection:

- Provide Signal Coordination between a new signal at Wolf Lake and the existing signal at New Brunswick-US 64 intersection. This includes design work, necessary installation of fiber to coordinate the two signals (and associated timings) and complete modifications to US 64 signal. It also includes any collaboration with the City of Memphis & TDOT.
- The traffic study showed the LOS of East Bound Left Turn movements on US 64 dropping from LOS D to E. The Following may be required in order to maintain a LOS D for this movement: Extend the left turn lane on U.S. Highway 64 as far west as it can be extended, including the required taper length, without impacting the next intersection west of the U.S. Highway 64 – New Brunswick intersection, contingent on TDOT approval and add an additional East Bound Left turn lane, creating a double left turn lane (Similar to the Walmart Drive-US 64 intersection).



Planning Comments:

1. The applicant will have five years from the date of the approval of the Special Use Permit for the Residential Mixed Use Development to record the final plat for subdivision of the subject property, or to obtain site plan approval and a current building permit should no subdivision of land be necessary. Otherwise, the underlying zoning will apply to any future development of the property.

Planning Conditions:

1. The applicant shall show in the future development submittals that the proposed density will not exceed the available sewer and water capacity, and the proposed location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.
2. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Master Plan with Outline Plan, Construction Plan, and Final Plan with Outline Plan to the Planning Commission, and Site Plan applications for approval by the Planning Commission and Design Review Commission.

3. The applicant should include a phasing plan for the development with the Master Plan submittal with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.
4. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Residential Mixed-Use Development to be located at the northeast corner of New Brunswick Road and Highway 64, incorporating the above listed conditions, is approved.

ADOPTED THIS 26th DAY OF AUGUST, 2025.

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

David Parsons, Mayor

Penny Medlock, City Clerk



210 East Morris Avenue
Suite 201
Hammond, LA 70403
225.414.1100
www.stoagroup.com

May 30, 2025

Bartlett Planning and Economic
Development Department
6382 Stage Rd. P.O. Box 341148
Bartlett, TN 38184-1148

Dear Ms. Taylor:

We are pleased to submit this application for The Waters at Bartlett development. This letter formally requests a special use permit for the Residential Mixed Use Planned Development at the property located at the corner of New Brunswick Rd and Highway 64 in Bartlett, TN. We are proposing The Waters at Bartlett to be a mix of residential and commercial uses.

To support our application, we have attached the plot plan, master drainage plan, and vicinity map and the property information for the property owners in the respective vicinity as well as for the Planning and Economic Development Department's review.

We envision The Waters at Bartlett as a walkable, luxury community with resident access to nearby neighborhood retail. This development will create quality jobs and catalyze greater growth in the community.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Easterly", with a stylized flourish at the end.

Toby Easterly
Managing Partner
Stoa Group, LLC



210 East Morris Avenue
Suite 201
Hammond, LA 70403
225.414.1100
www.stoagroup.com

May 30, 2025

Bartlett Planning and Economic
Development Department
6382 Stage Rd. P.O. Box 341148
Bartlett, TN 38184-1148

Dear Ms. Taylor:

The Waters at Bartlett will follow and enforce the existing C-H Zoning District ordinances and permitted uses found in the Zoning Ordinance for the City of Bartlett, Tennessee. We believe the current ordinances are in line with our goals for the overall development and will aid in the creation of a unified neighborhood setting.

However, we will be requesting a setback variance for all districts on the site. We will allow a 10' building setback only along the interior, public spine road. Reducing the building setbacks increases the overall sense of place and promotes pedestrian traffic. This will not change the setback requirements along the exterior perimeter of the overall site.

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Easterly", written over a horizontal line.

Toby Easterly
Managing Partner
Stoa Group, LLC



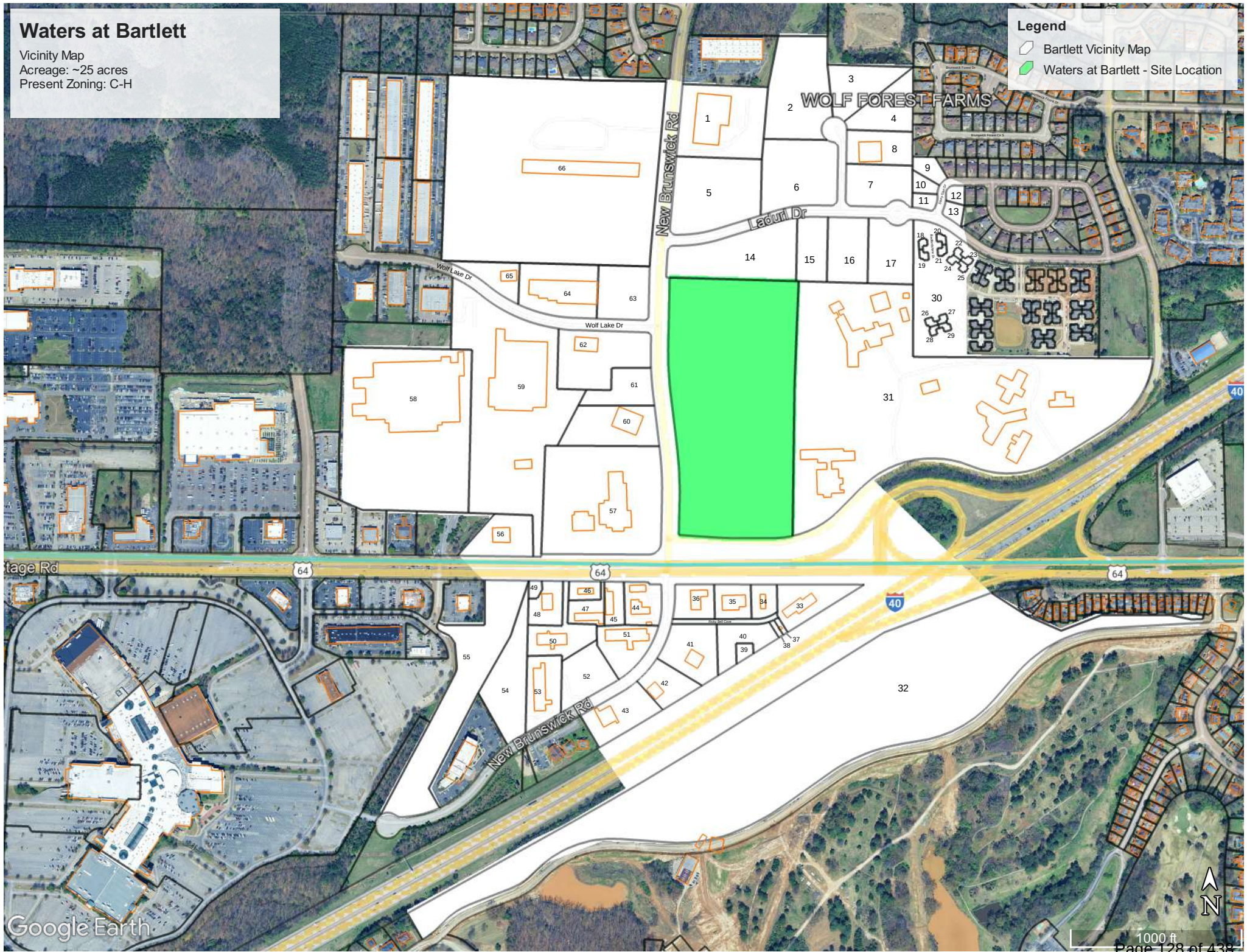


Waters at Bartlett

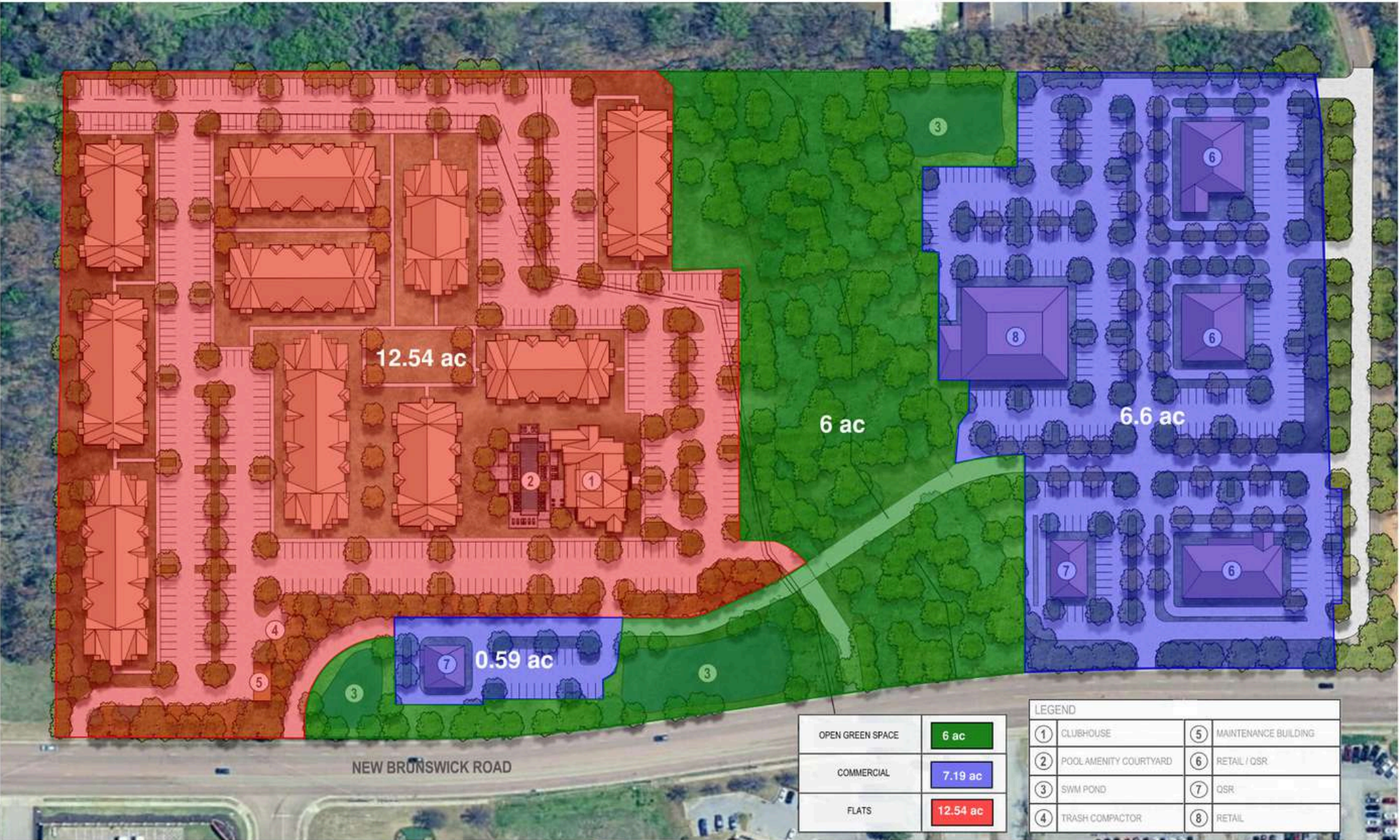
Vicinity Map
Acreage: ~25 acres
Present Zoning: C-H

Legend

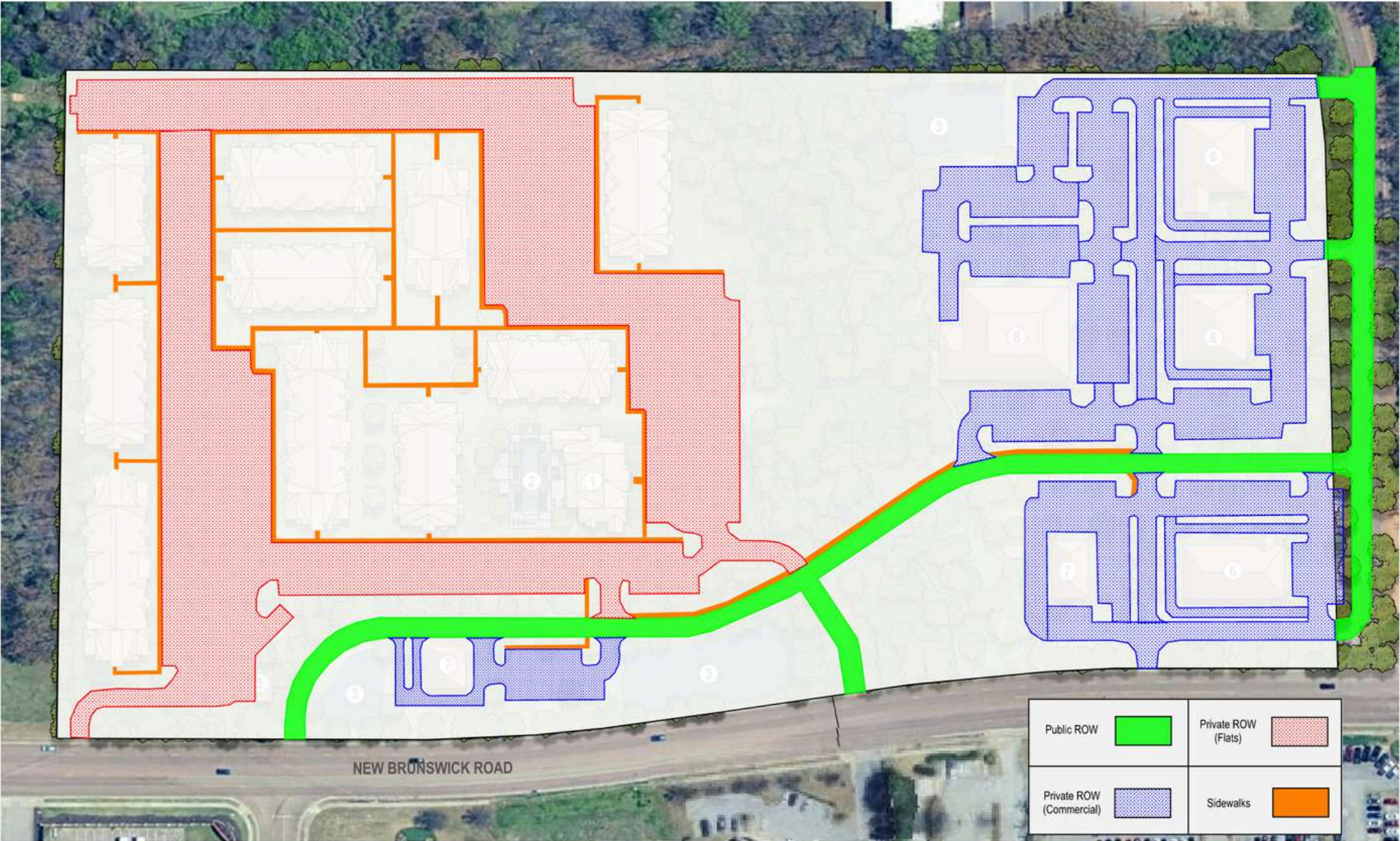
- Bartlett Vicinity Map
- Waters at Bartlett - Site Location

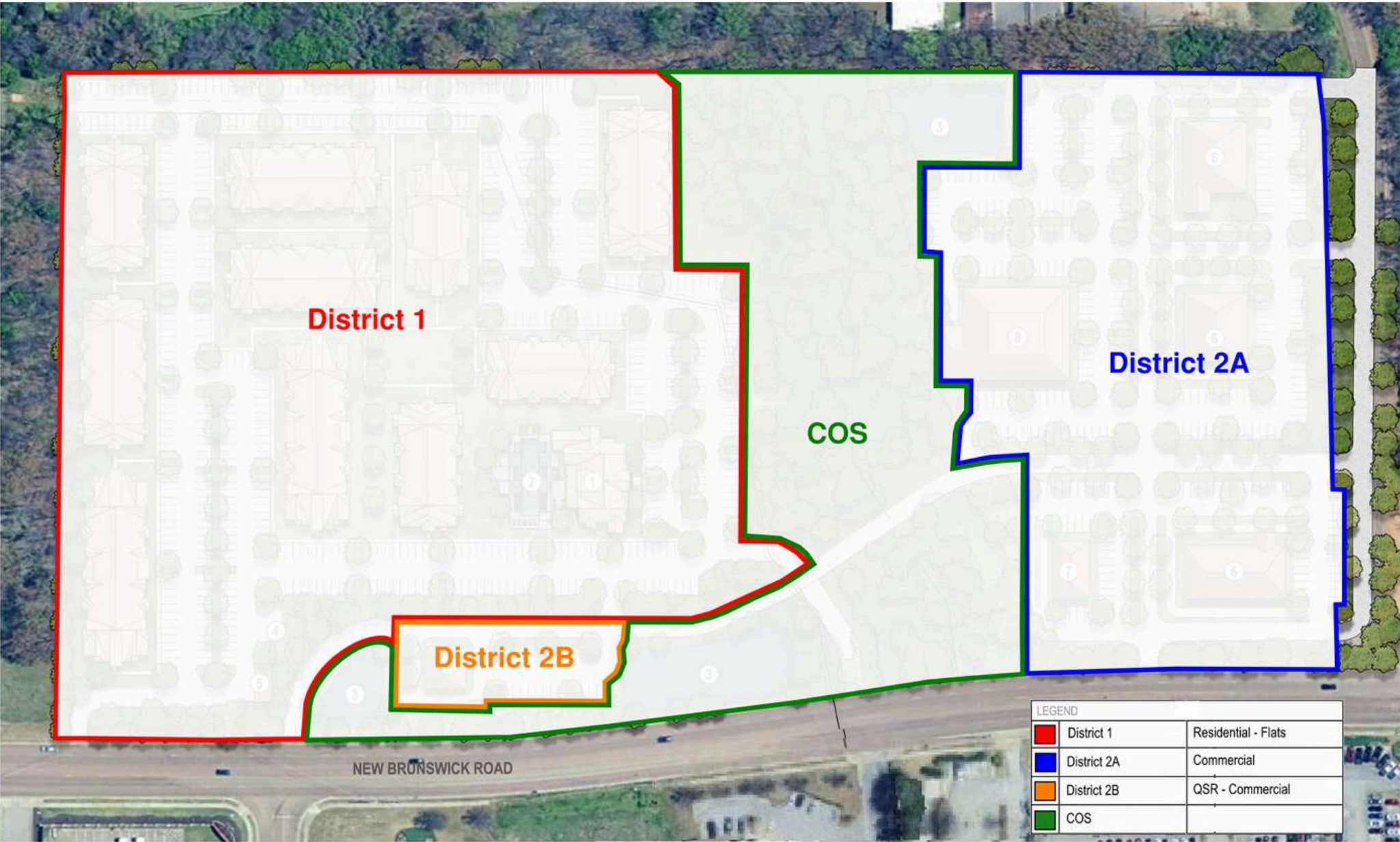


District Acreages Map

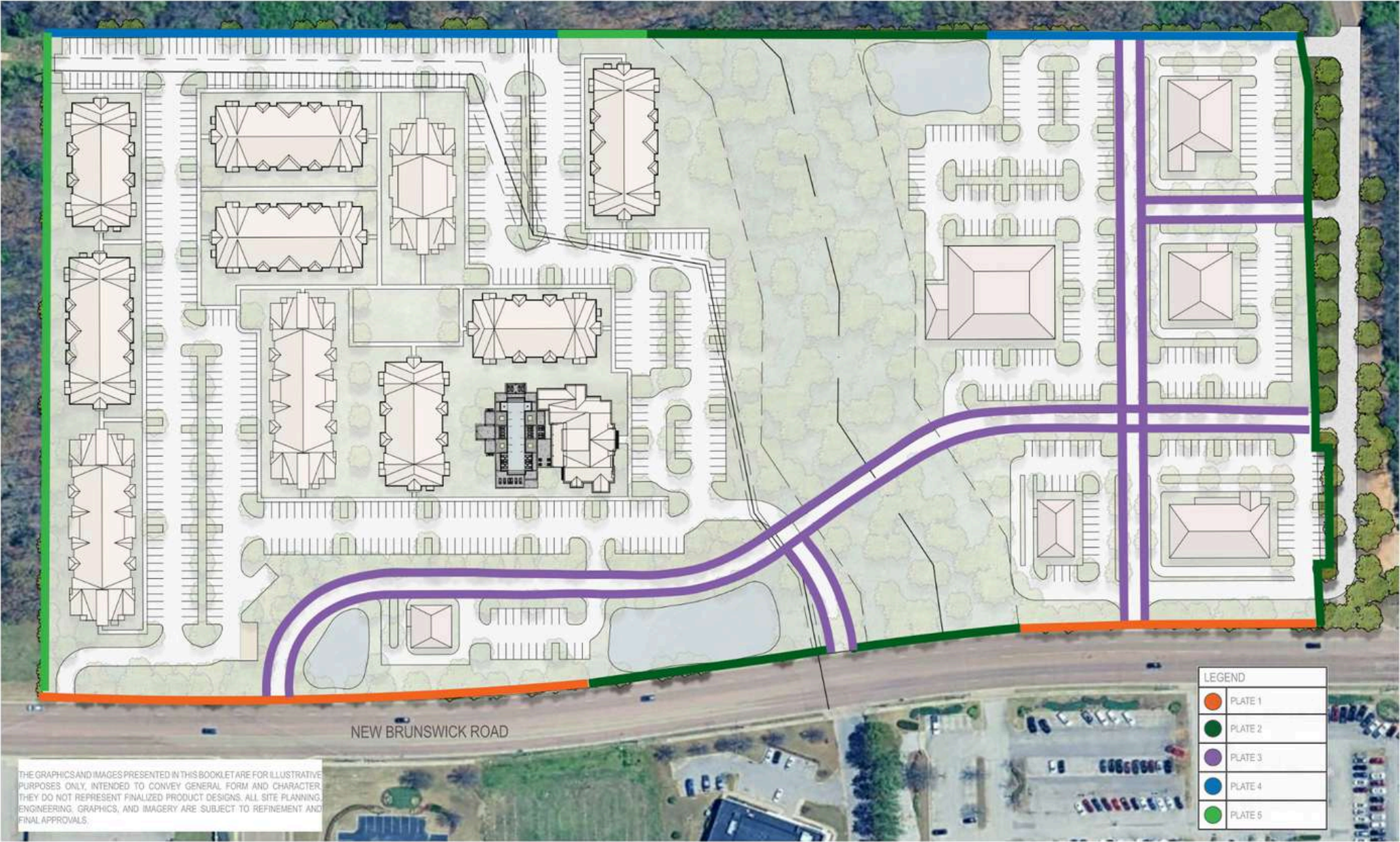


Street Types Map

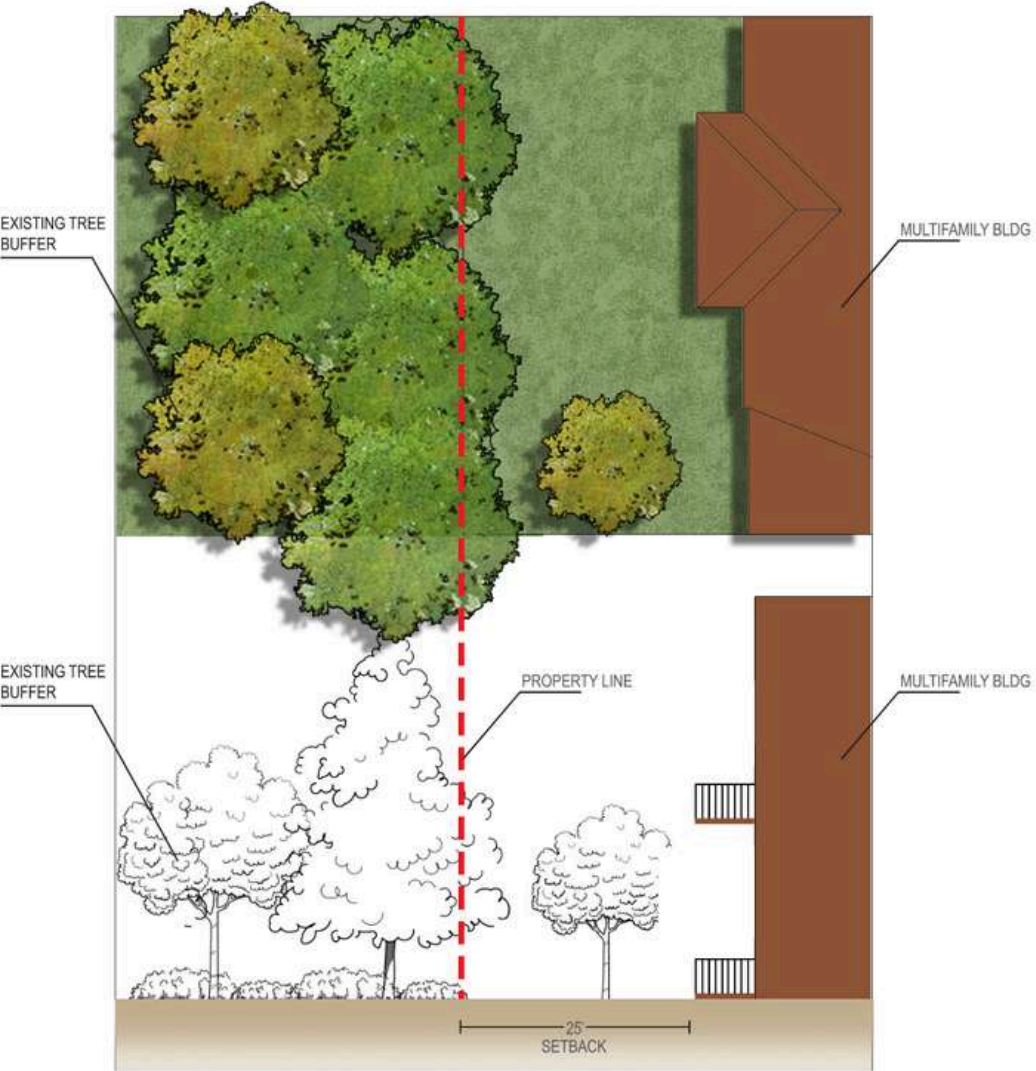




Landscape Plates Key Map

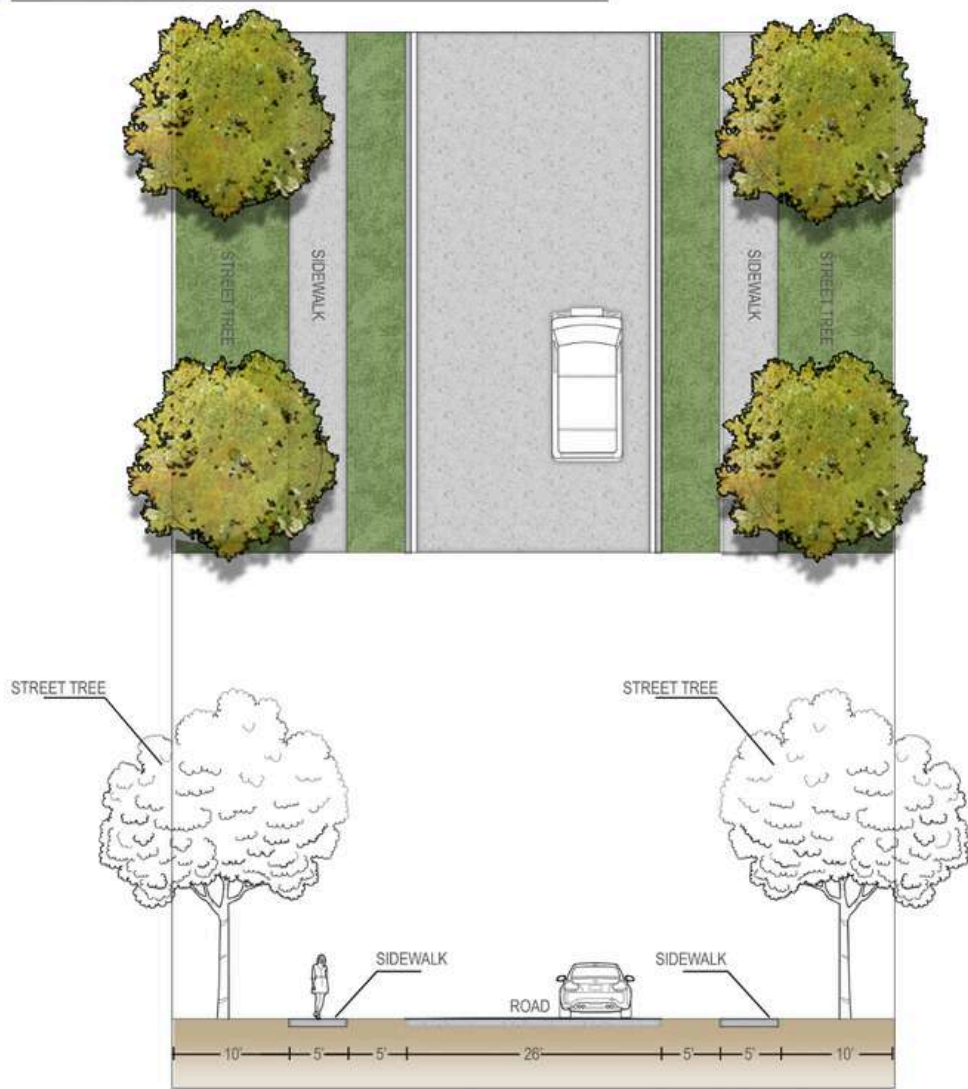


LANDSCAPE PLATE 5

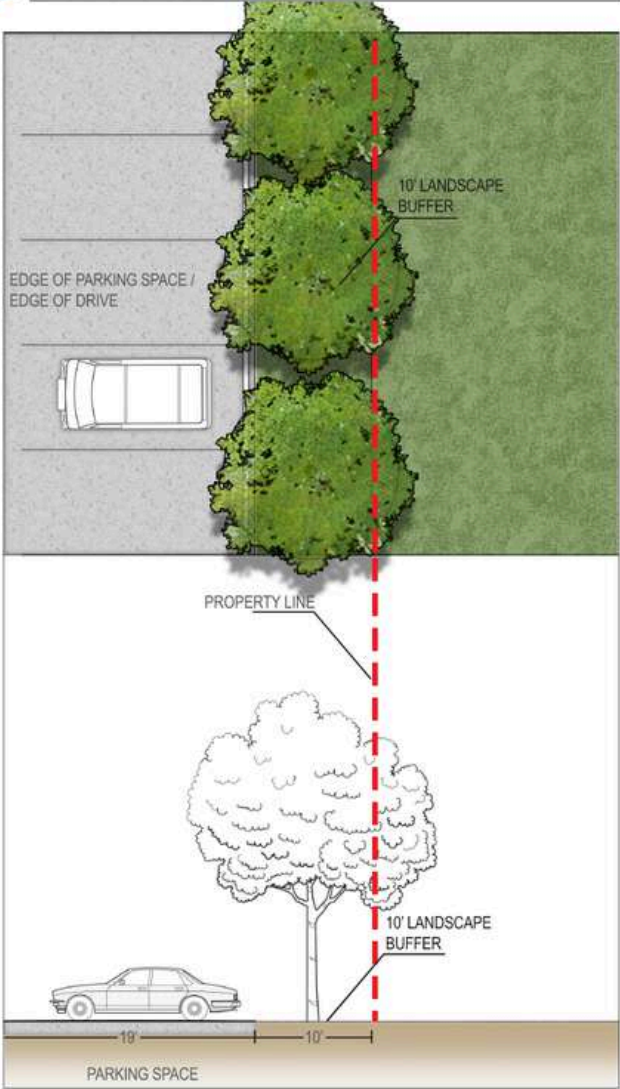


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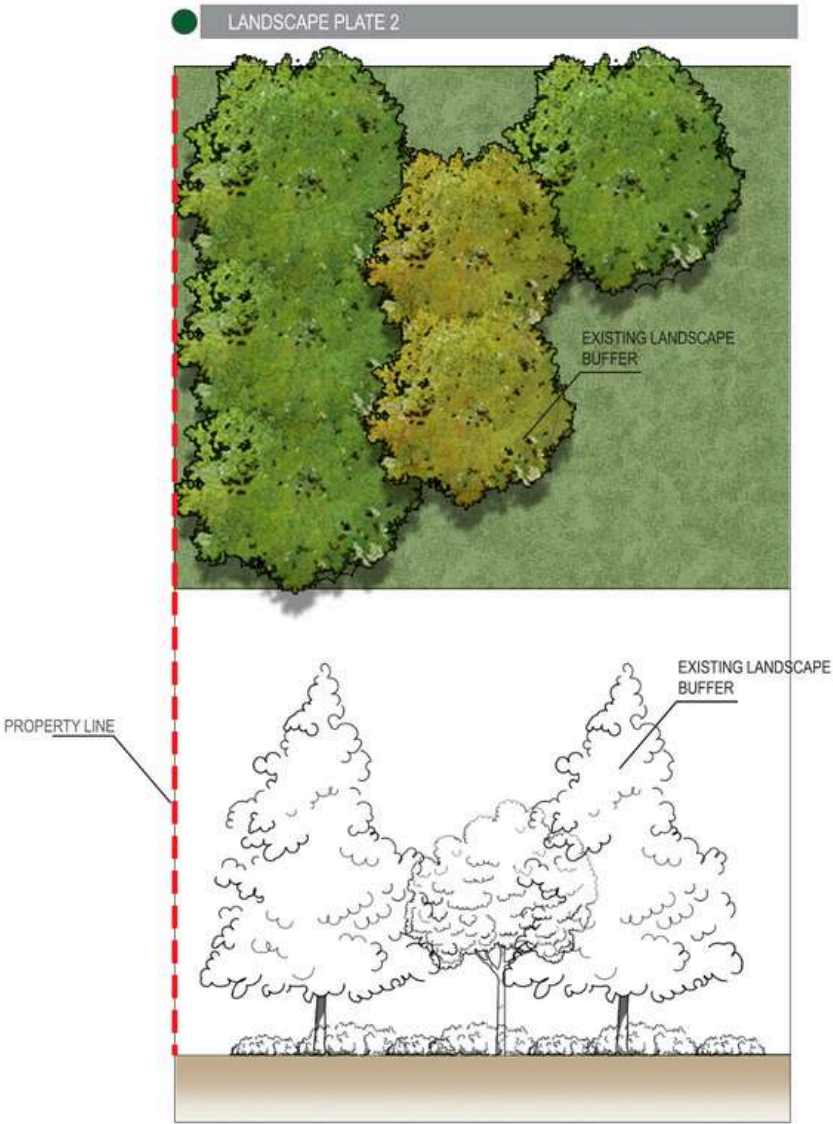
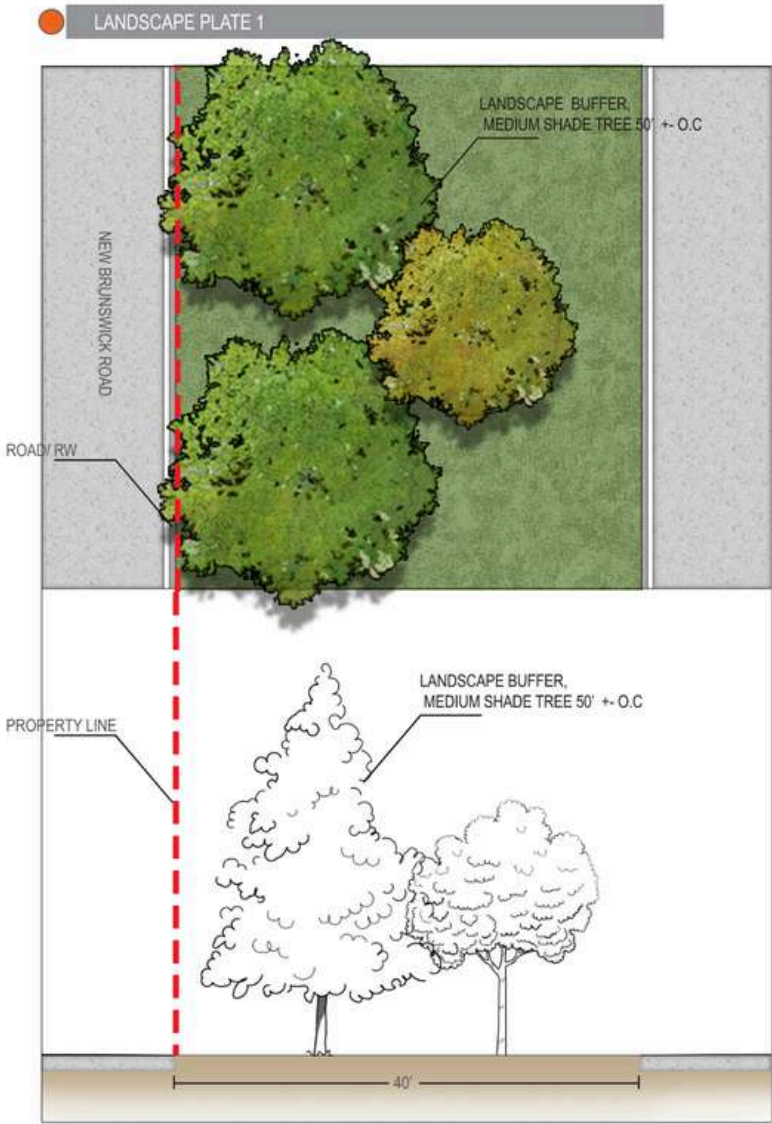
LANDSCAPE PLATE 3



LANDSCAPE PLATE 4



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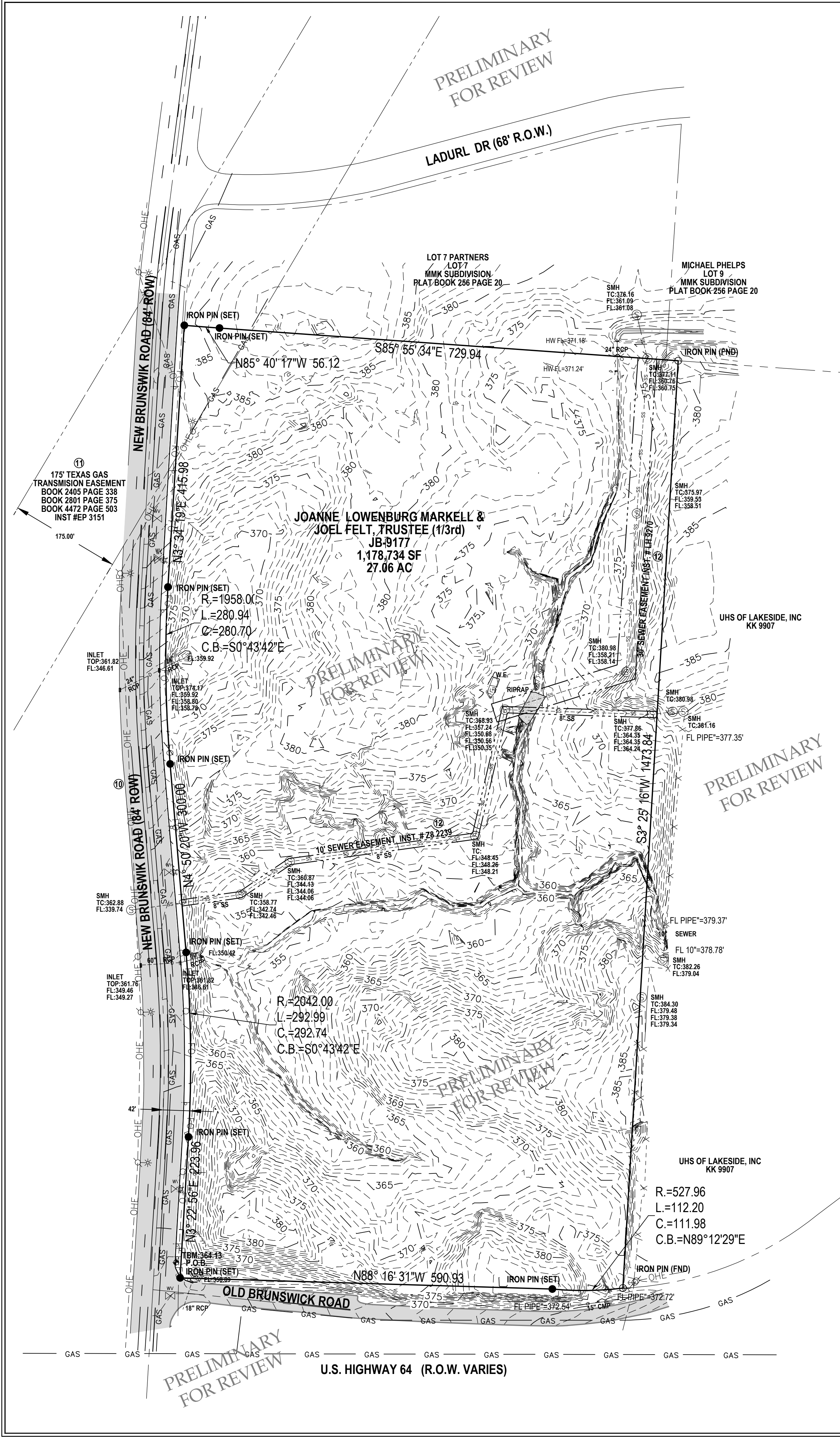


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District 2A + District 2B Inspiration





SCHEDULE B, PART II Exceptions

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met. NOT A SURVEY MATTER.
- Rights or claims of parties in possession not shown by the public records. NOT A SURVEY MATTER.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. FISHER ARNOLD COMPLETED A FIELD SURVEY ON APRIL 1, 2022.
- Easements, or claims of easements, not shown by the public records. NOT A SURVEY MATTER.
- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. NOT A SURVEY MATTER.
- Taxes or special assessments which are not shown as existing liens by the public records. NOT A SURVEY MATTER.
- If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment. NOT A SURVEY MATTER.
- Taxes for the year 2021, a lien due and payable, but not delinquent. NOT A SURVEY MATTER.
- Taxes for the year 2022, a lien, but not yet due or payable. NOT A SURVEY MATTER.
- Subject to all matters shown on the Plan of record in Plat Book 129, Page 68, Register's Office for Shelby County, Tennessee. THIS INSTRUMENT DEDICATES NEW BRUNSWICK ROAD, WHICH IS PLOTTED HEREON.
- Right of Way Agreements of record in Book 2405, Page 338, as corrected in Book 2801, page 375; Book 4472, page 503 and Instrument No. E9-3151, in the Register's Office for Shelby County, Tennessee. THE TEXAS GAS EASEMENT DESCRIBED IN THIS INSTRUMENT IS PLOTTED HEREON.
- Sewer Easements of record in Instrument Number Z8-2239 and Instrument No. LH-9270, in the Register's Office for Shelby County, Tennessee. Z8 2239; THE 10' SEWER EASEMENT DESCRIBED IN THIS INSTRUMENT IS PLOTTED HEREON. LH 9270; THE 30' SEWER EASEMENT DESCRIBED IN THIS INSTRUMENT IS PLOTTED HEREON.
- Application for Greenbelt Assessment of record in Instrument Number KM-3362 and Instrument No. CN-9143, in the Register's Office for Shelby County, Tennessee. THE SUBJECT PROPERTY IS NAMED IN THESE TWO INSTRUMENTS. THIS IS NOT A SURVEY MATTER.
- Survey of record in Instrument Number W7-6161, in the Register's Office for Shelby County, Tennessee. THE SUBJECT PROPERTY DOES NOT LIE WITHIN THE AREA SHOWN IN THIS INSTRUMENT.
- Acreage content of the subject property is not hereby ignored. Reference to acreage is left in the description merely for convenience in identifying the tract. THE ACERAGE IS PLOTTED HEREON.
- No insurance is offered to title to that portion of the premises embraced within the bounds of any roads, streets, or highways. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN THE BOUNDS OF ANY ROAD, STREET, OR HIGHWAY.

Title Commitment Property Description

The land referred to herein below is situated in the County of Shelby, State of Tennessee, and described as follows:

Part of the West 30 acres of the east 55 acres of the F. R. King 84.5 acres and more particularly described as follows:
Beginning at a point in the north R.O.W. line of U.S. Highway 64, said point also lying in the east line of the R. A. Triper, Inc. property as shown in Warranty Deed E7 0105 in the Shelby County Register's Office, Shelby County, Tennessee; thence North 3°38'40" West along said east line a distance of 1511.4 feet to a point; thence North 86°52'02" East along the south line of the J. D. McClanahan property as shown in Book 6015, page 34, of said Shelby County Registers Office a distance of 786.06 feet to a point; thence South 3°48'13" East along the west line of the Tranquaire Nursing Home property a distance of 1473.84 feet to a point in North R.O.W. line of U.S. Highway 64, said point being 175 feet north of the centerline of the road; thence 112.21 feet to the right along a curve with a radius of 527.96 feet to a point, said point lying in the north R.O.W. line of U.S. Highway 64 and said point being 165 feet north of the centerline of the road; thence South 84°30'00" West along said north R.O.W. line and parallel with the centerline of the road a distance of 679.70 feet to the point of beginning and containing 27.06 acres.

Being the same property conveyed to William A. Loewenberg by Warranty Deed from William Van Hersh and Frank S. Groner of record in Instrument No. G6-6442 Register's Office for Shelby County, Tennessee, dated January 17, 1972 and recorded on January 19, 1972. William A. Loewenberg died May 1, 1996, and his Will probated at Docket No. B0027417 in Shelby County Tennessee, vested the property in his heirs Joanne L. Markell, Fredricka Felt and William L. Loewenberg.

Being the same property conveyed to Joel Felt, as to a 1/3 Interest by Quitclaim Deed from Fredricka Loewenberg Felt of record in Instrument No. HZ-1468 Register's Office for Shelby County, Tennessee, dated December 9, 1998 and recorded on December 10, 1998.

Being the same property conveyed to Ross Felt, Trustee of Rachel F. Tasch Trust dated January 11, 1999, as to 1/9 Interest by Quitclaim Deed from Joel Felt of record in Instrument No. JB-6353 Register's Office for Shelby County, Tennessee, dated January 21, 1999 and recorded on January 22, 1999.

Being the same property conveyed to Gwyn F. Wachtel Trust dated January 11, 1999, as to 1/9 Interest by Quitclaim Deed from Joel Felt of record in Instrument No. JB-6354 Register's Office for Shelby County, Tennessee, dated January 21, 1999 and recorded on January 22, 1999.

Being the same property conveyed to Ross Felt, Trustee of the Ross Felt Trust dated January 11, 1999, as to 1/9 Interest by Quitclaim Deed from Joel Felt of record in Instrument No. JB-6355 Register's Office for Shelby County, Tennessee, dated January 21, 1999 and recorded on January 22, 1999.

Being the same property conveyed to Joel Felt, Trustee Under Joanne Markell Trust dated 11th day of January, 1999, as to 1/3 Interest by Quitclaim Deed from Joanne Lowenberg Markell of record in Instrument No. JB-9177 Register's Office for Shelby County, Tennessee, dated January 25, 1999 and recorded on January 27, 1999.

Property Description:

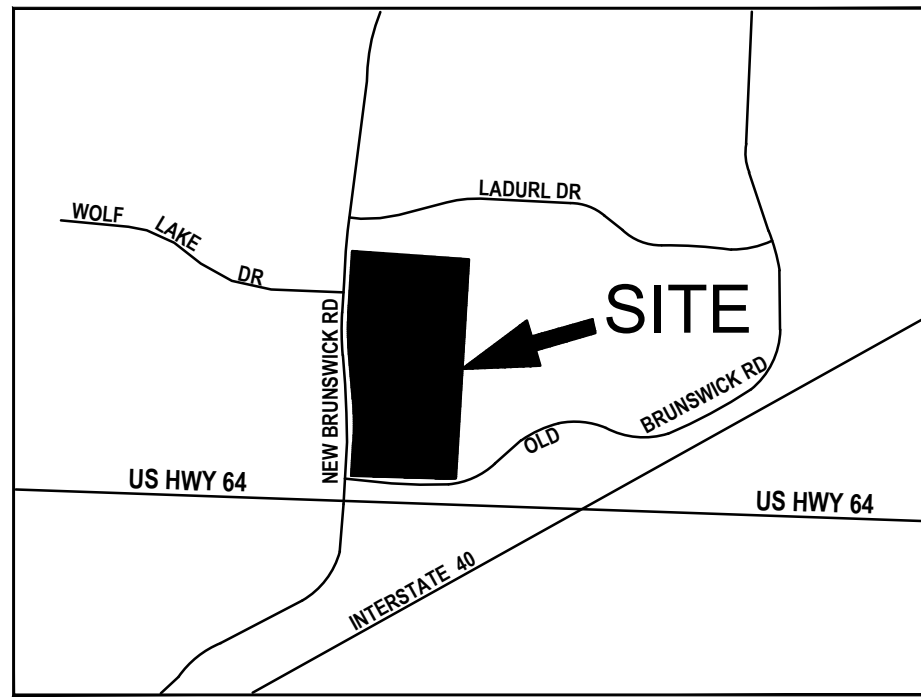
That certain parcel of land in Shelby County, Tennessee as described in Instrument No. JB 9177, recorded in the Shelby County Register Office, and being more particularly described by meet and bounds as follow:

Beginning at a 1/2 inch rebar with cap (SET) at the tangent intersection of the east line of New Brunswick Road (84' Right of Way) and the north line of U.S. Highway 64 (Right of Way Varies) and having Tennessee State Plane Coordinates of Northing: 339,023.0995, Easting: 840,212.5731; thence North 03 Degrees 22 Minutes 56 Seconds East, along the east line of New Brunswick Road, a distance of 223.96 feet to a 1/2 inch rebar with cap (SET); thence, along the east line of New Brunswick Road, with a curve to the left having a radius of 2,042.00 feet, an arc length of 292.99 feet, a chord bearing of North 00 Degrees 43 Minutes 42 Seconds West and a chord distance of 292.74 feet to a 1/2 inch rebar with cap (SET); thence North 04 Degrees 50 Minutes 20 Seconds West, along the east line of New Brunswick Road, a distance of 300.00 feet to a 1/2 inch rebar with cap (SET); thence, along the east line of New Brunswick Road, with a curve to the right having a radius of 1,958.00 feet, an arc length of 280.94 feet, a chord bearing of North 00 Degrees 43 Minutes 42 Seconds West and a chord distance of 280.70 feet to a 1/2 inch rebar with cap (SET); thence North 03 Degrees 34 Minutes 19 Seconds East, along the east line of New Brunswick Road, a distance of 415.98 feet to a 1/2 inch rebar with cap (SET) said rebar being the southwest corner of Lot 7 of the MMK Subdivision (Plat Book 256 Page 20); thence South 85 Degrees 40 Minutes 17 Seconds East along the south line of Lot 7, a distance of 56.12 feet to a 1/2 inch rebar with cap (SET) on said south line; thence South 85 Degrees 55 Minutes 34 Seconds East, along the south line of Lot 7 and Lot 9 of the MMK Subdivision (Pat Book 256 Page 20, a distance of 729.94 feet to a Found Iron Pin, said iron pin being the northwest corner of the UHS of Lakeside, Inc property (Instrument No. KK 9907); thence South 03 Degrees 25 Minutes 16 Seconds West, along the west line of the UHS of Lakeside, INC. property, a distance of 1,473.84 feet to Iron Pin (FOUND) on the north line of U.S. Highway 64; thence along the north line of U.S. Highway 64, with a non-tangent curve to the right having a radius of 527.96 feet, an arc length of 112.20 feet, a chord bearing of South 89 Degrees 12 Minutes 29 Seconds West and a chord distance of 111.98 feet, to a 1/2 inch rebar with cap (SET) on said north line; thence North 88 Degrees 16 Minutes 31 Seconds West, along said north line, a distance of 590.93 feet to POINT OF BEGINNING; and containing 1,120,332.34 square feet or 25.719 acres more or less.

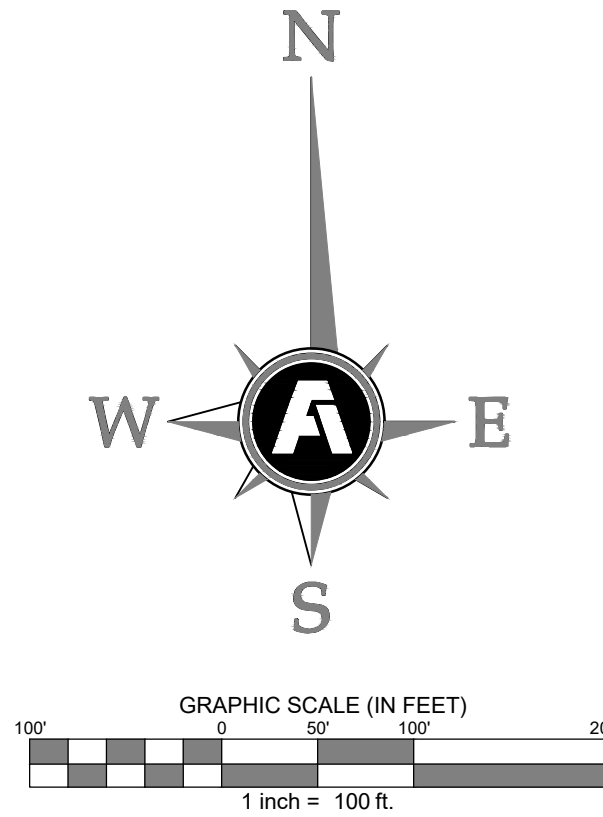
This being the same property described in Chicago Title Insurance Company's Title Commitment Number 20222027CNT with effective date of February 01, 2022 at 8:00AM.

LEGEND

○	IRON PIN (FOUND)
●	IRON PIN (SET)
⊙	SEWER CLEANOUT
⊙	SEWER MANHOLE
⊙	DRAINAGE MANHOLE
⊙	TELEPHONE MANHOLE
⊙	ELECTRIC MANHOLE
⊙	6-72 INLET
⊙	2' X 2' INLET
⊙	2' X 4' INLET
⊙	FIRE HYDRANT
⊙	WATER METER
⊙	WATER VALVE
⊙	IRRIGATION CONTROL VALVE
⊙	GAS VALVE
⊙	CABLE TELEVISION BOX
⊙	TELEPHONE BOX
⊙	TRANSFORMER
⊙	ELECTRIC PULL-BOX
⊙	ELECTRIC METER
⊙	HVAC UNIT
⊙	POWER POLE
⊙	GUY WIRE
⊙	GUY POLE
⊙	LAMP POST
⊙	LIGHT POLE
⊙	DOUBLE LIGHT POLE
⊙	FLOOD LIGHT
⊙	SIGN
⊙	BOLLARD
⊙	TREE
---	OHE --- OVERHEAD UTILITY LINE
---	D --- DRAINAGE PIPE
---	SS --- SANITARY SEWER LINE
---	W --- WATER LINE
---	G --- GAS LINE
---	X --- FENCE LINE
■	ASHPHALT SURFACE
■	CONCRETE SURFACE
■	GRAVEL SURFACE



VICINITY MAP
N.T.S.



GENERAL NOTES

- Bearings as shown hereon are based on Tennessee State Plane Coordinates.
- This map or plat is a copyrighted document produced by Fisher & Arnold, Inc. and should not be relied upon unless the stamp and seal of the surveyor is in blue ink.
- All recorded instruments shown hereon are in the Register's Office of Shelby County, Tennessee.
- By graphic plotting and scaled map location, this property lies within Zone "X" OTHER as designated by current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; Community Panel 47157C0310G, dated February 6, 2013, which is the current Flood Insurance Rate Map for the Community in which said premises is situated. Said map defines Zone "X" under "Other Areas" as areas determined to be outside the 0.2% annual chance floodplain.
- This Surveyor has been furnished with a copy of Chicago Title Insurance Company Commitment Number 20220207CTN with an effective date of February 01, 2022 at 8:00 am.

SPECIAL UTILITY NOTE

This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records and/or maps prepared by others. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Therefore, reliance upon the type, size and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made. Availability and cost of service should be confirmed with the appropriate utility company. In Tennessee it is a requirement, per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than (3) three nor more than (10) ten working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One Call 1-615-355-1987 or 1-800-351-1111.

This is to certify that to the best of my knowledge and belief, I have conducted a true and accurate Category 1 Boundary and Topographic Survey with an unadjusted accuracy of 1:10,000 and it was done in compliance with the current Tennessee Minimum Standards of Practice.

SURVEYORS STATEMENT

To:

Hy-Vee, Inc.
Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(b), 7(a), 8, 9, 11(a), 16, 17, and 20 of Table A thereof. The fieldwork was completed on April 01, 2022.

Date of Plat or Map: _____

J. Mark Sorsby, TN RLST# 2227

FISHER ARNOLD
ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

9180 Crestwyn Hills Drive | Memphis, Tennessee 38125-8538
901.748.1811 | Fax: 901.748.3115 | www.fisherarnold.com

**BOUNDARY AND
TOPOGRAPHIC SURVEY**
HY-VEE, INC
BARTLETT, TENNESSEE

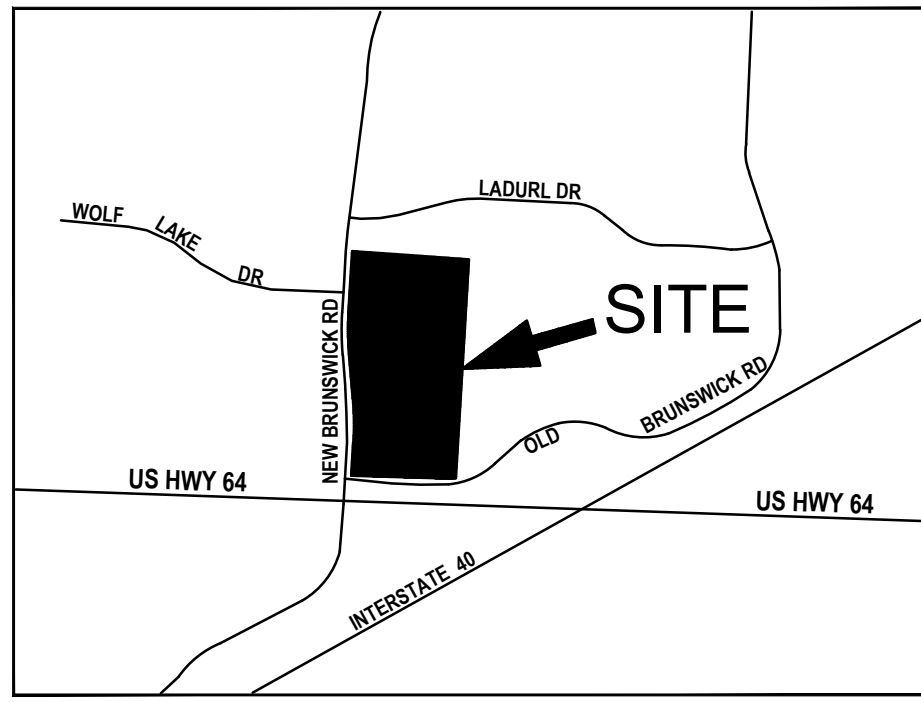
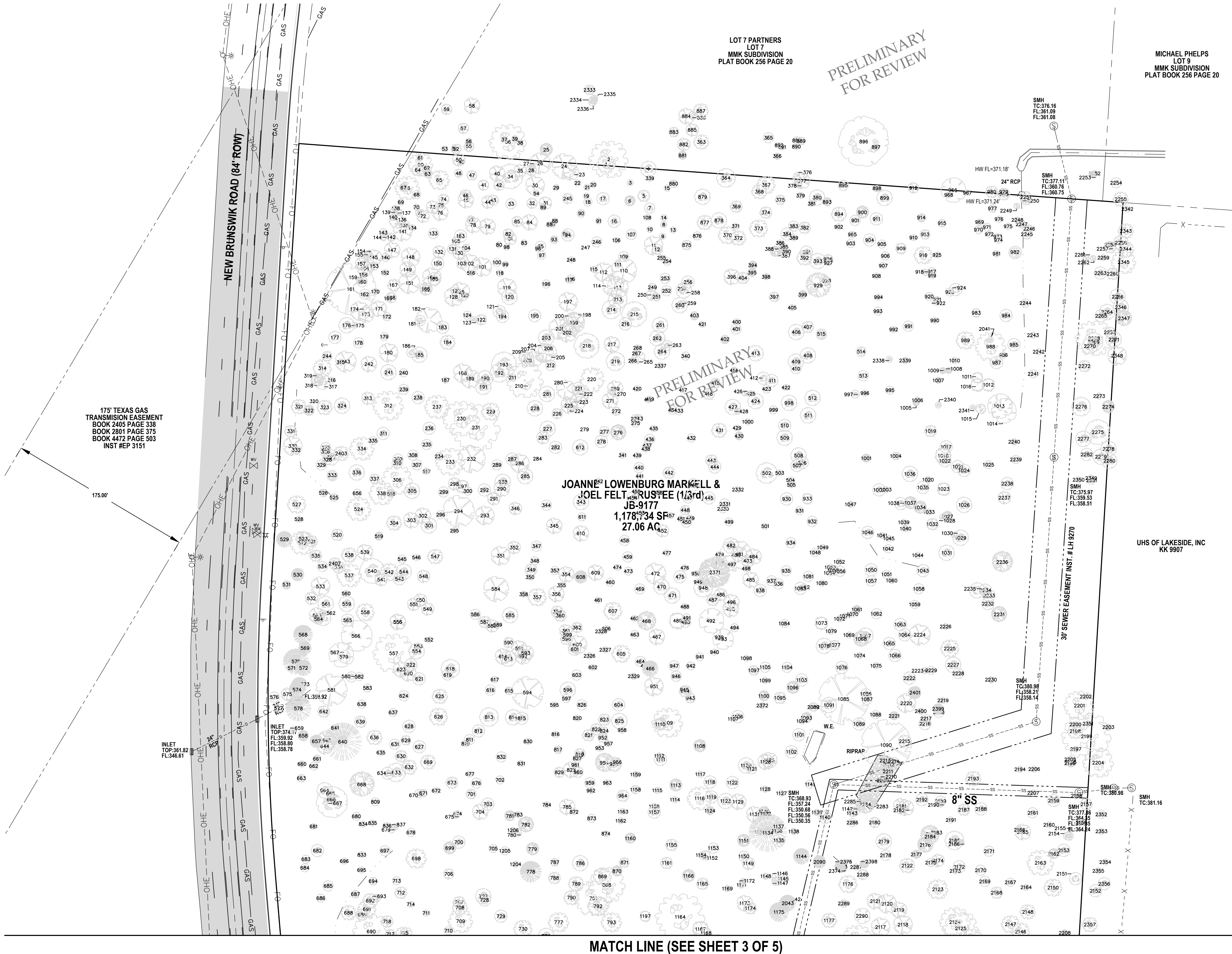
PRELIMINARY
FOR REVIEW

Issue Date: 4/14/2022
F&A Project No: HYVEINC.0001EN
Drafted By: raw
Checked By: JMS
Sheet Title:

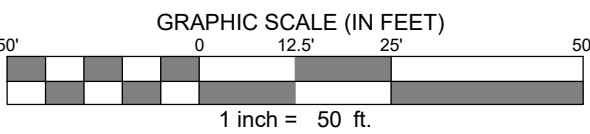
ALTA/NSPS
SURVEY

Sheet No.

1 OF 1



VICINITY MAP



**BOUNDARY AND
TOPOGRAPHIC SURVEY**
HY-VEE, INC
BARTLETT, TENNESSEE

FISHER ARNOLD
ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS
9180 Crestwyn Hills Drive | Memphis, Tennessee 38125-8538
901.748.1811 | Fax: 901.748.3715 | www.fisherarnold.com

Rev.	Date	Revision Description

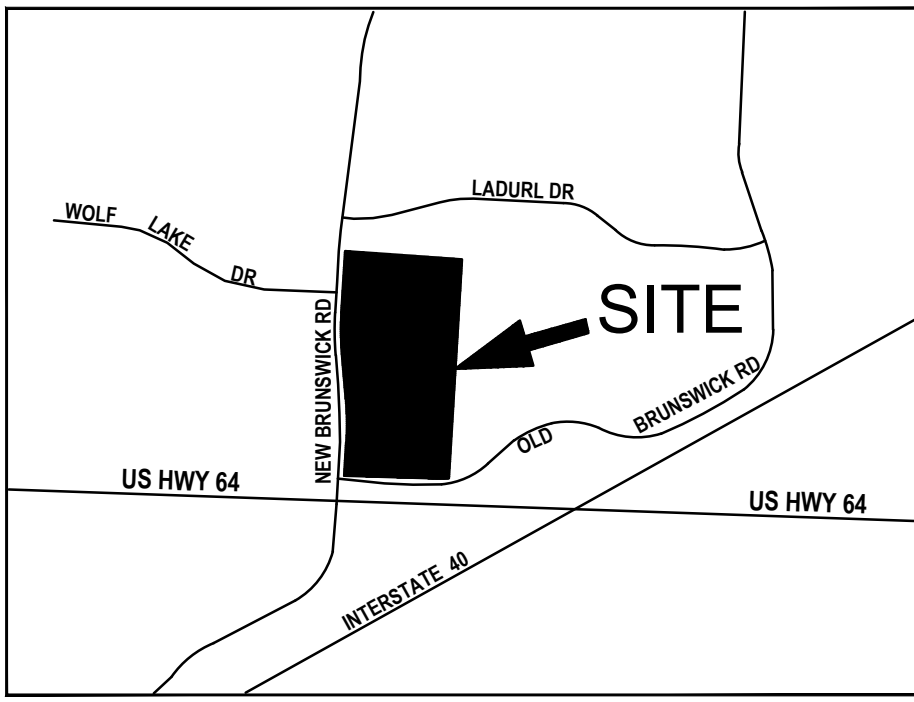
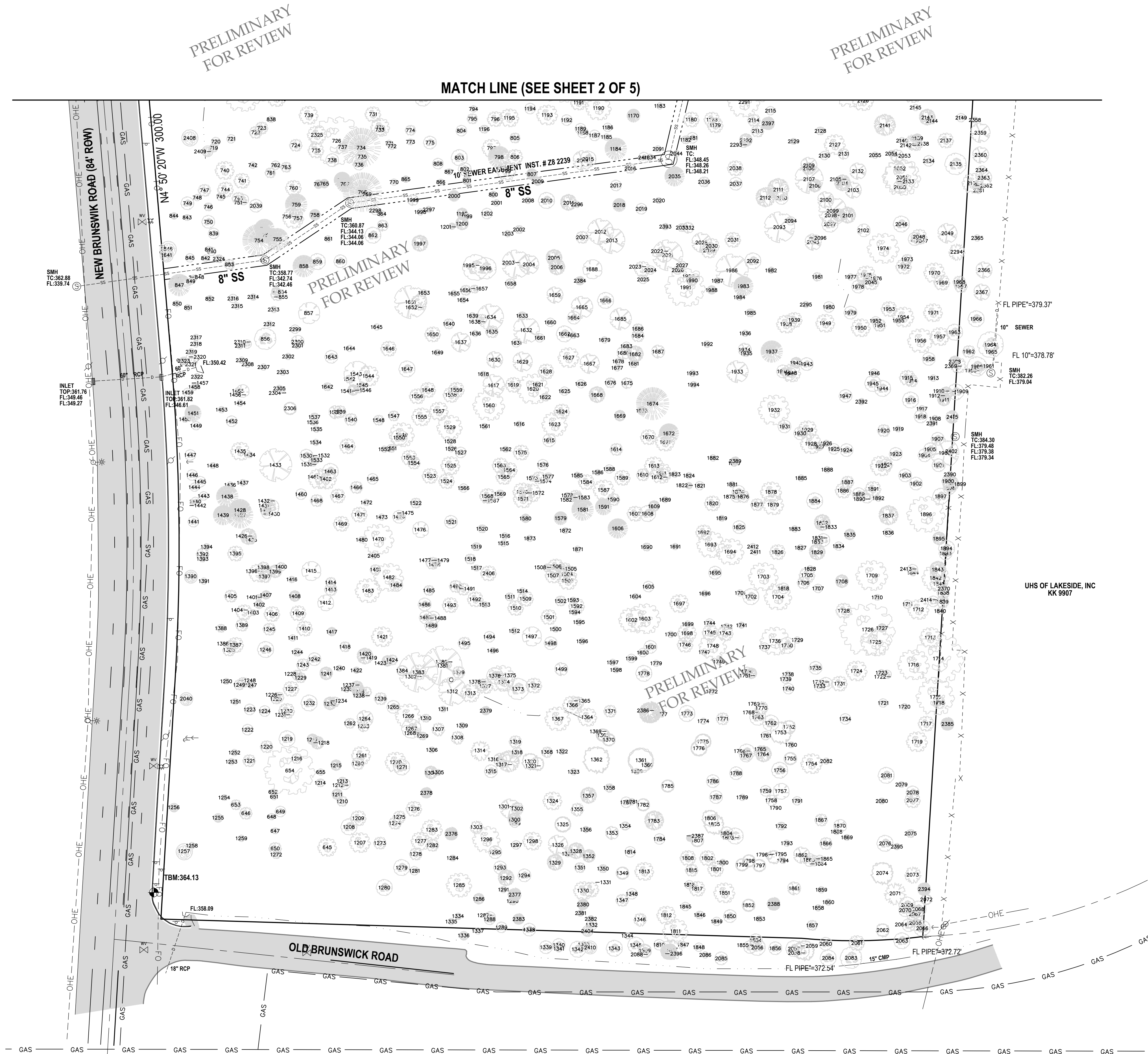
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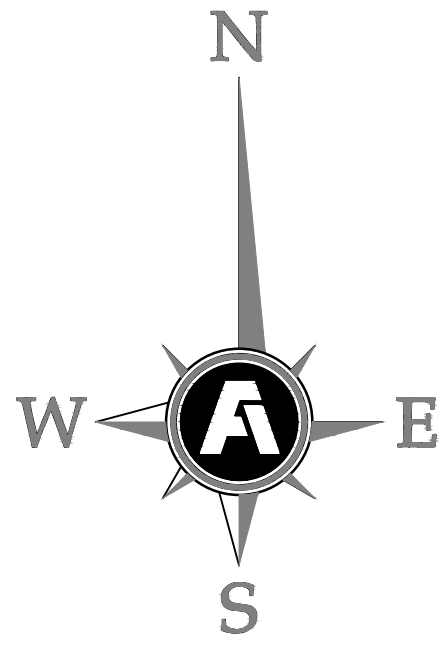
ALTA/NSPS
SURVEY

Sheet No.
2 OF 5

Copyright 2022 Fisher & Arnold, Inc., all rights reserved
Filename: Z:\HYVEINC\0001EN\Survey\Plans\HYVEINC\0001EN_Bound-Topo_ALTA.dwg
Plotted: Friday, April 15, 2022 9:41 am
By: awc/ten



VICINITY MAP



**BOUNDARY AND
TOPOGRAPHIC SURVEY**
HY-VEE, INC
BARTLETT, TENNESSEE

FISHER ARNOLD
ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS
9180 Crestwyn Hills Drive | Memphis, Tennessee 38125-8538
901.748.1811 | Fax: 901.748.3115 | www.fisherarnold.com

Rev.	Date	Revision Description

PRELIMINARY
FOR REVIEW

Issue Date:	4/14/2022
F&A Project No:	HYVEINC.0001EN
Drafted By:	raw
Checked By:	JMS

Sheet Title:
**ALTA/NSPS
SURVEY**

Sheet No.
3 OF 5

Point Table	
Point #	Description
1	18"Oak
2	38"Oak
3	6"Elm
4	15"Elm
5	12"Oak
6	10"Persimmon
7	10"Elm
8	6"Elm
9	6"Elm
10	6"Elm
11	18"Gum
12	10"Elm
13	6"Elm
14	6"Elm
15	6"Elm
16	12"Elm
17	12"Elm
18	8"Elm
19	6"Elm
20	6"Elm
21	6"Elm
22	6"Elm
23	15"Gum
24	24"Gum
25	12"Persimmon /?
26	20"Gum
27	6"Persimmon /TRIPLE
28	10"Gum
29	6"Elm
30	18"Gum
31	12"Gum
32	10"Gum
33	10"Elm
34	24"Elm
35	12"Gum
36	36"Oak
37	6"Elm
38	6"Elm
39	6"Persimmon /?
40	15"Gum
41	10"Gum
42	10"Gum
43	10"Maple
44	12"Gum
45	15"Gum
46	12"Oak
47	10"Oak
48	8"Maple
49	6"Tree
50	12"Gum
51	6"Tree
52	10"Tree
53	6"Tree
54	6"Elm
55	10"Bodock
56	6"Persimmon /TWIN
57	10"Gum
58	15"Gum
59	10"Gum
60	24"Oak
61	6"Gum
62	6"Oak
63	8"Persimmon
64	12"Oak
65	20"Oak
66	24"Oak
67	8"Cherry
68	ELM8
69	6"Maple /TWIN
70	6"Maple
71	8"Maple
72	12"Gum
73	12"Gum
74	10"Maple
75	6"Gum
76	15"Gum
77	8"Maple
78	15"Gum

Point Table	
Point #	Description
79	15"Gum
80	6"Gum
81	12"Gum
82	10"Maple
83	6"Elm
84	15"Gum
85	10"Maple
86	6"Oak
87	6"Oak
88	6"Oak
89	6"Oak
90	8"Oak
91	6"Persimmon
92	6"Elm
93	8"Oak
94	12"Elm
95	10"Elm
96	6"Elm
97	8"Elm
98	6"Elm
99	6"Elm
100	8"Elm
101	18"Gum
102	18"Gum
103	10"Gum
104	8"Oak
105	8"Maple
106	6"Oak
107	10"Elm
108	6"Elm
109	10"Elm
110	24"Gum
111	6"Elm
112	18"Gum
113	20"Gum
114	20"Gum
115	6"Maple
116	8"Elm
117	6"Elm
118	6"Gum
119	18"Maple
120	15"Elm
121	12"Elm
122	10"Gum
123	6"Elm
124	8"Elm
125	6"Elm
126	18"Gum
127	6"Elm
128	18"Gum
129	10"Maple
130	12"Gum
131	10"Oak
132	12"Maple
133	10"Elm
134	6"Gum
135	10"Elm
136	15"Oak
137	6"Bodock
138	6"Elm
139	6"Oak
140	6"Bodock
141	18"Gum
142	8"Gum
143	8"Elm
144	6"Bodock
145	15"Maple
146	8"Elm
147	15"Gum
148	18"Gum
149	15"Gum
150	12"Elm
151	20"Gum
152	6"Elm
153	8"Gum
154	8"Gum
155	8"Gum
156	15"Gum

Point Table	
Point #	Description
157	12"Gum
158	6"Gum
159	6"Gum
160	10"Elm
161	48"Gum
162	10"Elm
163	12"Elm
164	18"Gum
165	12"Elm
166	12"Maple
167	12"Bodock
168	10"Gum
169	6"Elm
170	6"Persimmon
171	15"Gum
172	8"Elm
173	15"Gum
174	18"Gum
175	6"Elm
176	15"Elm
177	12"Elm
178	10"Elm
179	8"Elm
180	18"Maple
181	10"Elm
182	24"Gum
183	12"Elm
184	15"Oak
185	15"Elm
186	10"Elm
187	6"Maple
188	18"Maple
189	18"Gum
190	15"Elm
191	15"Gum
192	18"Elm
193	24"Elm
194	12"Elm /TWIN
195	12"Elm
196	8"Elm
197	18"Gum
198	15"Gum
199	20"Gum
200	20"Gum
201	20"Gum
202	18"Gum
203	15"Elm
204	18"Gum
205	18"Gum
206	6"Elm
207	15"Gum
208	12"Gum
209	12"Oak
210	36"Oak
211	8"Oak
212	10"Elm
213	18"Elm
214	18"Elm
215	24"Elm
216	12"Elm
217	15"Gum
218	24"Elm
219	18"Elm /TWIN
220	24"Bodock
221	12"Elm
222	12"Gum
223	15"Gum
224	12"Gum
225	15"Gum
226	10"Gum
227	15"Elm
228	15"Elm
229	18"Oak
230	36"Oak
231	48"Oak
232	26"Gum /TWIN
233	28"Oak
234	8"Oak

Point Table	
Point #	Description
235	10"Elm
236	12"Elm
237	24"Oak
238	12"Elm
239	10"Elm
240	8"Elm
241	15"Elm
242	15"Gum
243	20"Gum
244	10"Hickory
245	10"Maple
246	10"Elm
247	10"Elm
248	6"Elm
249	8"Gum
250	10"Gum
251	8"Bodock
252	10"Elm
253	10"Elm
254	8"Oak
255	6"Maple
256	12"Elm
257	8"Elm
258	15"Elm
259	6"Elm
260	15"Elm
261	15"Elm
262	15"Elm
263	10"Elm
264	15"Elm
265	12"Maple
266	6"Gum
267	6"Gum
268	6"Gum
269	15"Gum
270	6"Gum
271	15"Gum
272	8"Gum
273	8"Gum
274	8"Elm
275	8"Elm
276	15"Persimmon
277	10"Elm
278	12"Elm
279	"Oak
280	18"Gum
281	15"Elm
282	12"Elm
283	12"Gum
284	/15"Elm TWIN
286	18"Gum
287	12"Elm
288	15"Elm
289	10"Elm
290	15"Gum
291	12"Maple
292	12"Elm
293	18"Gum
294	30"Gum
295	6"Elm
296	8"Elm
297	12"Birch
298	12"Elm
299	10"Elm
300	8"Elm
301	15"Elm
302	15"Gum
303	15"Gum
304	15"Oak
305	15"Elm
306	30"Oak /TWIN
307	10"Elm
308	10"Elm
309	10"Elm
310	10"Elm
311	12"Elm
312	30"Oak

Point Table	
Point #	Description
313	12"Gum
314	18"Oak
315	6"Elm
316	6"Elm
317	15"Elm
318	12"Elm
319	12"Oak
320	"Oak
321	15"Oak
322	10"Persimmon
323	15"Oak
324	15"Elm
325	10"Elm
326	10"Elm
327	15"Elm
328	10"Elm
329	10"Elm
330	18"Gum
331	12"Oak
332	8"Oak
333	10"Pear
334	24"Oak
335	8"Elm /TWIN
336	15"Elm
337	10"Oak
338	24"Oak
339	6"Elm
340	8"Elm
341	6"Elm
342	6"Elm
343	15"Elm
344	10"Elm
345	15"Gum /TRIPLE
346	12"Gum
347	10"Elm
348	8"Elm
349	12"Oak
350	6"Oak
351	18"Gum
352	12"Gum
353	8"Elm
354	15"Gum
355	6"Gum
356	15"Gum
357	18"Oak
358	6"Persimmon
359	12"Oak
360	12"Oak
361	12"Gum
362	10"Gum
363	15"Oak
364	18"Elm
365	10"Elm
366	6"Pear
367	18"Oak
368	15"Oak
369	12"Oak
370	18"Oak
371	6"Elm
372	15"Oak
373	18"Oak
374	12"Oak
375	10"Oak
376	12"Oak
377	15"Gum
378	8"Oak
379	6"Cherry
380	15"Elm
381	6"Cherry
382	12"Oak
383	10"Elm
384	12"Elm
385	6"Elm
386	6"Elm
387	6"Persimmon
388	10"Cherry
389	6"Elm
390	6"Oak

Point Table	
Point #	Description
391	12"Elm
392	15"Oak
393	15"Elm
394	8"Cherry
395	8"Cherry
396	15"Gum
397	10"Oak
398	6"Cherry
399	8"Persimmon
400	6"Elm
401	10"Elm
402	8"Pear
403	8"Pear /TWIN
404	12"Oak
405	6"Elm
406	15"Elm
407	12"Oak
408	15"Elm
409	15"Elm
410	10"Elm
411	12"Elm
412	12"Elm
413	15"Elm
414	6"Cherry
415	10"Oak
416	12"Oak
417	6"Elm
418	6"Elm
419	6"Elm
420	6"Elm
421	6"Elm
422	6"Elm
423	8"Elm /TWIN
424	15"Elm
425	6"Elm
426	6"Tree
427	15"Elm
428	6"Elm /TWIN
429	6"Tree
430	8"Persimmon
431	15"Oak /TWIN
432	8"Elm
433	8"Elm
434	8"Elm
435	6"Elm /TWIN
436	10"Elm
437	8"Elm
438	6"Elm
439	6"Elm
440	10"Elm
441	6"Elm
442	12"Oak
443	12"Oak
444	12"Elm
445	12"Elm
446	12"Elm
447	10"Elm
448	10"Oak
449	6"Cherry
450	10"Elm
451	6"Persimmon
452	12"Gum
453	8"Elm
454	12"Elm
455	6"Elm
456	6"Elm
457	6"Elm
458	10"Elm
459	10"Elm
460	8"Elm
461	6"Elm
462	6"Elm
463	8"Elm
464	10"Elm
465	6"Elm
466	15"Elm
467	15"Gum
468	18"Cherry

Point Table	
Point #	Description
469	10"Elm /TWIN
470	15"Oak
471	15"Elm
472	20"Gum /TWIN
473	8"Elm
474	6"Elm
475	12"Elm
476	6"Elm
477	6"Elm
478	15"Maple
479	6"Elm
480	30"Gum
481	15"Gum
482	15"Elm
483	12"Gum
484	15"Gum
485	15"Gum
486	12"Maple /TWIN
487	12"Oak
488	6"Elm
489	15"Birch
490	10"Elm
491	8"Elm
492	24"Sycamore
493	20"Sycamore
494	8"Elm
495	15"Gum
496	15"Gum
497	6"Elm
498	6"Elm
499	8"Elm
500	XTRAV /500
501	6"Elm
502	20"Elm
503	6"Elm
504	6"Elm
505	6"Persimmon
506	12"Elm
507	12"Elm
508	15"Elm
509	15"Elm
510	12"Elm
511	15"Elm
512	15"Elm
513	10"Elm
514	10"Oak
515	10"Pear
516	6"Oak
517	6"Ash
518	8"Ash
519	8"Persimmon
520	12"Tree
521	12"Oak
522	24"Oak
523	15"Oak
524	24"Oak
525	8"Oak
526	8"Oak
527	18"Oak
528	6"Elm
529	15"Elm
530	12"Elm
531	8"Pear
532	12"Gum
533	18"Gum
534	10"Elm
535	12"Oak
536	12"Oak
537	24"Oak
538	15"Oak
539	15"Gum
540	24"Elm
541	12"Gum
542	18"Oak
543	12"Elm /TWIN
544	15"Elm
545	8"Elm
546	6"Elm

Point Table	
Point #	Description
547	15"Oak
548	12"Gum
549	12"Gum /TWIN
550	12"Gum
551	12"Gum
552	6"Oak
553	6"Elm
554	15"Elm
555	15"Gum
556	15"Gum
557	40"Oak
558	18"Oak
559	15"Elm
560	6"Elm
561	15"Elm
562	15"Elm
563	15"Gum
564	10"Elm
565	12"Elm
566	30"Sycamore
567	24"Sycamore
568	18"Pine
569	12"Pine
570	24"Pine
571	6"Pine
572	15"Pine
573	15"Pine
574	15"Pine
575	12"Gum
576	10"Elm
577	8"Gum
578	24"Pine
579	12"Sycamore
580	10"Elm
581	30"Gum /TWIN
582	8"Elm
583	8"Elm
584	24"Gum
585	15"Elm
586	10"Elm
587	12"Oak
588	12"Gum
589	6"Elm
590	10"Gum
591	15"Gum
592	15"Gum
593	15"Gum
594	30"Gum
595	6"Elm
596	15"Elm
597	8"Elm
598	12"Oak
599	6"Maple
600	18"Gum
601	12"Elm
602	6"Elm
603	10"Elm
604	12"Elm
605	18"Oak
606	6"Elm
607	18"Oak
608	12"Pine
609	15"Gum
610	15"Gum
611	8"Elm
612	15"Elm
613	15"Elm
614	15"Gum
615	8"Oak
616	10"Elm
617	6"Elm
618	18"Elm
619	10"Elm
620	15"Gum /TRIPLE
621	12"Elm
622	12"Elm
623	15"Gum
624	10"Elm

Point Table	
Point #	Description
1249	10"Oak
1250	6"Oak
1251	6"Elm
1252	6"Elm
1253	6"Elm
1254	6"Oak
1255	8"Pear
1256	8"Pear /TRIPLE
1257	15"Pear
1258	6"Elm
1259	6"Elm
1260	12"Oak
1261	18"Oak
1262	10"Oak
1263	10"Gum
1264	15"Gum
1265	12"Elm
1266	24"Oak
1267	18"Elm
1268	6"Elm
1269	8"Oak
1270	20"Oak
1271	15"Elm
1272	8"Oak
1273	12"Oak
1274	12"Oak
1275	12"Oak /TWIN
1276	15"Oak
1277	18"Oak
1278	12"Oak
1279	15"Elm
1280	15"Elm
1281	8"Elm
1282	12"Oak
1283	20"Oak
1284	6"Oak
1285	24"Oak
1286	10"Persimmon
1287	10"Elm
1288	10"Elm
1289	10"Elm
1290	8"Oak
1291	6"Elm
1292	15"Cherry
1293	12"Elm
1294	12"Elm
1295	12"Elm
1296	26"Oak
1297	8"Elm
1298	18"Oak
1299	8"Elm
1300	12"Cherry
1301	18"Gum
1302	12"Oak
1303	12"Badock
1304	12"Cherry
1305	6"Tree
1306	6"Oak
1307	12"Badock
1308	12"Badock
1309	6"Oak
1310	8"Oak
1311	6"Oak
1312	26"Gum
1313	18"Oak
1314	18"Badock /TRIPLE
1315	12"Elm
1316	12"Gum
1317	20"Cherry
1318	10"Oak
1319	12"Oak
1320	15"Locust
1321	12"Locust
1322	6"Oak
1323	6"Elm
1324	18"Oak
1325	15"Pecan
1326	18"Gum

Point Table	
Point #	Description
1327	6"Pecan
1328	15"Cherry
1329	15"Cherry
1330	18"Oak
1331	15"Oak
1332	10"Elm
1333	6"Elm
1334	6"Pear
1335	6"Elm
1336	8"Pear
1337	6"Elm
1338	12"Elm
1339	12"Elm
1340	12"Elm
1341	6"Elm
1342	15"Elm
1343	15"Elm
1344	6"Pecan
1345	15"Elm
1346	12"Badock /TRIPLE
1347	12"Oak
1348	10"Elm
1349	12"Pecan
1350	8"Oak
1351	10"Oak
1352	12"Cherry
1353	12"Gum
1354	8"Pecan
1355	12"Badock /TRIPLE
1356	6"Cherry
1357	15"Cherry
1358	8"Badock /TWIN
1359	6"Oak
1360	6"Oak
1361	24"Pecan
1362	24"Locust
1363	12"Pecan
1364	18"Oak /TWIN
1365	12"Oak
1366	18"Oak
1367	24"Oak
1368	10"Badock
1369	12"Pecan
1370	12"Pecan
1371	12"Oak
1372	15"Oak
1373	20"Elm
1374	18"Oak
1375	26"Oak
1376	15"Elm
1377	15"Oak
1378	12"Oak
1379	12"Oak
1380	6"Oak
1381	36"Gum
1382	36"Gum
1383	15"Oak
1384	10"Pecan
1385	12"Oak
1386	10"Oak /TWIN
1387	15"Oak
1388	8"Oak
1389	12"Oak
1390	12"Pear
1391	6"Elm
1392	12"Oak /AND
1393	6"Oak /TWIN
1394	6"Elm
1395	15"Hickory
1396	18"Oak
1397	12"Oak
1398	10"Gum
1399	12"Cherry
1400	8"Gum
1401	6"Oak
1402	8"Cherry
1403	6"Elm
1404	15"Oak

Point Table	
Point #	Description
1405	12"Hickory
1406	15"Oak
1407	8"Cherry
1408	10"Cherry
1409	15"Oak
1410	15"Oak
1411	6"Elm
1412	15"Hackberry
1413	12"Oak
1414	10"Oak /TWIN
1415	18"Hackberry
1416	6"Gum
1417	8"Cherry /TWIN
1418	10"Oak
1419	15"Cherry
1420	6"Oak
1421	20"Oak /TWIN
1422	6"Cherry
1423	10"Cherry
1424	10"Oak
1425	8"Elm
1426	15"Cherry
1427	24"Pine
1428	20"Pine
1429	10"Elm
1430	10"Elm /TWIN
1431	15"Elm
1432	8"Elm
1433	30"Gum
1434	6"Oak
1435	18"Oak
1436	6"Elm
1437	6"Gum
1438	20"Pine
1439	18"Pine
1440	8"Elm
1441	10"Elm
1442	6"Oak
1443	8"Elm
1444	8"Elm
1445	10"Elm
1446	10"Elm
1447	10"Elm
1448	6"Oak /TWIN
1449	8"Elm
1450	6"Oak
1451	15"Pine
1452	10"Elm
1453	6"Elm
1454	6"Elm
1455	6"Elm
1456	12"Sycamore
1457	6"Cherry
1458	6"Elm
1459	8"Elm
1460	10"Elm
1461	20"Oak
1462	20"Oak
1463	15"Elm
1464	15"Oak
1465	10"Elm
1466	12"Oak
1467	14"Oak /TWIN
1468	12"Oak
1469	15"Oak
1470	30"Oak
1471	15"Oak
1472	6"Elm
1473	6"Elm
1474	12"Elm
1475	6"Elm
1476	15"Sycamore
1477	12"Oak
1478	6"Oak
1479	8"Oak
1480	6"Elm
1481	10"Oak
1482	28"Oak

Point Table	
Point #	Description
1483	24"Oak
1484	12"Elm
1485	10"Oak
1486	12"Elm
1487	12"Elm
1488	12"Elm
1489	12"Elm
1490	12"Oak
1491	12"Oak
1492	15"Oak
1493	15"Oak
1494	10"Elm
1495	12"Elm
1496	6"Oak
1497	18"Sycamore
1498	12"Elm
1499	12"Elm
1500	6"Oak
1501	15"Oak
1502	10"Oak
1503	18"Oak
1504	18"Oak
1505	15"Oak
1506	15"Oak
1507	15"Oak
1508	8"Oak
1509	15"Oak
1510	15"Oak
1511	8"Oak
1512	6"Gum
1513	6"Oak
1514	6"Elm
1515	6"Elm
1516	6"Elm
1517	6"Oak
1518	10"Oak
1519	8"Hickory
1520	8"Oak
1521	12"Elm
1522	10"Oak
1523	15"Oak
1524	15"Oak
1525	18"Oak
1526	6"Elm
1527	10"Elm
1528	6"Oak
1529	24"Oak
1530	12"Elm
1531	8"Oak
1532	6"Dogwood
1533	6"Elm
1534	6"Elm
1535	6"Elm
1536	6"Oak
1537	8"Oak
1538	12"Gum
1539	12"Oak
1540	12"Oak
1541	18"Cherry
1542	8"Oak
1543	24"Sycamore
1544	20"Oak
1545	6"Elm
1546	8"Oak
1547	10"Oak
1548	10"Oak
1549	24"Oak
1550	15"Elm
1551	8"Oak
1552	6"Elm
1553	15"Oak
1554	12"Oak
1555	18"Oak
1556	15"Oak
1557	18"Oak /TWIN
1558	15"Oak
1559	15"Oak
1560	30"Oak

Point Table	
Point #	Description
1561	6"Oak
1562	6"Oak
1563	15"Oak
1564	15"Oak
1565	15"Oak
1566	8"Elm
1567	6"Elm
1568	15"Oak
1569	8"Oak
1570	18"Oak
1571	18"Oak
1572	18"Oak
1573	6"Oak
1574	12"Oak
1575	15"Oak
1576	10"Elm
1577	8"Oak
1578	6"Oak
1579	12"Pine
1580	8"Cherry
1581	20"Pine
1582	12"Oak
1583	10"Cherry
1584	15"Oak
1585	6"Cherry
1586	6"Oak
1587	20"Oak
1588	8"Elm
1589	15"Oak
1590	12"Oak
1591	15"Pine
1592	15"Oak
1593	6"Oak
1594	6"Oak
1595	6"Elm
1596	6"Elm
1597	6"Elm
1598	6"Oak
1599	8"Elm
1600	8"Elm
1601	12"Elm
1602	24"Oak /TWIN
1603	30"Oak
1604	6"Oak
1605	10"Elm
1606	18"Pine
1607	15"Oak
1608	15"Elm
1609	CRYB10
1610	12"Oak
1611	20"Oak
1612	12"Oak
1613	18"Oak
1614	12"Oak
1615	12"Elm
1616	6"Oak
1617	20"Gum /TWIN
1618	6"Hickory
1619	15"Oak
1620	30"Oak
1621	6"Elm
1622	8"Oak
1623	24"Oak
1624	15"Oak
1625	8"Elm
1626	8"Elm
1627	20"Oak
1628	15"Oak
1629	18"Gum
1630	15"Gum
1631	8"Elm
1632	24"Gum
1633	8"Oak
1634	24"Gum
1635	12"Oak
1636	6"Elm
1637	18"Gum
1638	10"Oak

Point Table	
Point #	Description
1639	6"Elm
1640	10"Oak
1641	12"Pear
1642	8"Oak
1643	12"Elm
1644	6"Sycamore
1645	6"Sycamore
1646	15"Oak
1647	15"Elm
1648	15"Oak
1649	6"Oak
1650	15"Oak
1651	30"Gum
1652	15"Oak
1653	6"Elm
1654	6"Hickory
1655	6"Elm
1656	10"Oak
1657	8"Oak
1658	10"Oak
1659	15"Gum
1660	8"Elm
1661	8"Elm
1662	15"Elm
1663	6"Elm
1664	12"Elm
1665	20"Gum
1666	15"Elm
1667	18"Gum
1668	15"Cherry
1669	10"Cherry
1670	15"Oak
1671	18"Oak
1672	18"Pine
1673	8"Pine
1674	30"Pine
1675	10"Gum
1676	10"Oak
1677	6"Elm
1678	6"Elm
1679	6"Elm
1680	12"Gum
1681	8"Oak
1682	15"Cherry
1683	8"Elm
1684	12"Oak
1685	20"Gum
1686	10"Oak
1687	12"Gum
1688	18"Sycamore /TWIN
1689	6"Oak
1690	8"Oak
1691	6"Elm
1692	15"Oak
1693	26"Oak
1694	26"Oak
1695	12"Elm
1696	6"Elm
1697	18"Oak
1698	18"Oak
1699	6"Elm
1700	6"Elm
1701	6"Elm
1702	15"Elm
1703	28"Oak
1704	26"Oak
1705	15"Oak
1706	12"Oak
1707	8"Elm
1708	12"Cherry
1709	30"Oak
1710	6"Oak
1711	8"Elm
1712	20"Oak
1713	20"Oak
1714	48"Oak
1715	36"Oak
1716	30"Oak

Point Table	
Point #	Description
1717	15"Oak
1718	12"Oak
1719	20"Oak
1720	6"Elm
1721	8"Elm
1722	8"Elm
1723	6"Elm
1724	20"Oak
1725	28"Oak
1726	52"Oak
1727	8"Cherry
1728	15"Oak
1729	6"Elm
1730	15"Elm
1731	15"Oak
1732	12"Elm
1733	10"Elm
1734	10"Elm
1735	12"Elm
1736	28"Oak
1737	8"Elm
1738	6"Elm
1739	8"Elm
1740	10"Elm
1741	6"Cherry
1742	6"Elm
1743	15"Oak
1744	8"Elm
1745	15"Oak
1746	15"Oak
1747	6"Elm
1748	26"Oak
1749	6"Elm /TWIN
1750	8"Elm
1751	10"Persimmon
1752	12"Locust
1753	20"Locust
1754	20"Tree
1755	12"Pecan
1756	15"Elm
1757	15"Hackberry
1758	10"Hackberry
1759	10"Elm
1760	6"Oak
1761	8"Elm
1762	15"Elm
1763	15"Elm
1764	15"Persimmon
1765	6"Persimmon
1766	15"Elm
1767	12"Elm
1768	6"Badock
1769	12"Badock
1770	12"Badock
1771	12"Tree
1772	6"Elm
1773	15"Elm
1774	6"Pecan
1775	15"Pecan
1776	15"Pecan

Property Owner	Physical Address		Mailing Address	City, State	Zip Code	
1 Thirty-One Fifty New Brunswick LLC	3150 New Brunswick Rd	Bartlett, TN 38133	6311 NE Equitable Rd.	Kansas City, MO	64120	
2 McClanahan Properties Partnership	0 Ladurl Dr.	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
3 McClanahan Properties Partnership	0 Ladurl Dr.	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
4 McClanahan Properties Partnership	0 Ladurl Dr.	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
5 McClanahan Properties Partnership	0 Ladurl Dr.	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
6 Jerkins John and Debbie Living Trust	8634 Ladurl Dr	Bartlett, TN 38133	8856 Davies Plantation Rd	Bartlett, TN	38133	
7 McClanahan Properties Partnership	8670 Ladurl Dr Ste 101-112	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
8 Two By Two Properties LLC Series 6	3136 Ladurl Curv	Bartlett, TN 38133	9160 US Highway 64	Arlington, TN	38002	
9 Brunswick Village Phase I Homeowners	0 Stony Glen Dr	Bartlett, TN 38133	PO Box 3275	Cordova, TN	38088	Lenox Homes LLC
10 Veturi Ananta	8708 Stony Glen Dr	Bartlett, TN 38133	8708 Stony Glen	Bartlett, TN	38133	
11 Reg Reynaldo Q & Rosalie S V	8702 Stony Glen Dr	Bartlett, TN 38133	8702 Stony Glen Dr	Bartlett, TN	38133	
12 Sayadeth Saysanan	8707 Stony Glen Dr	Bartlett, TN 38133	8707 Stony Glen Dr	Bartlett, TN	38133	
13 Walker Rebecca L	8701 Stony Glen Dr	Bartlett, TN 38133	8701 Stony Glen Dr	Bartlett, TN	38133	
14 Lot 7 Partners	0 New Brunswick	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
15 Michael Phelps	8629 Ladurl Dr.	Bartlett, TN 38133	3982 Pointe Dr.	Arlington, TN	38002	
16 McClanahan Properties Partnership	0 Ladurl Dr.	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
17 McClanahan Properties Partnership	0 Ladurl Dr.	Bartlett, TN 38133	7700 Wolf River Blvd.	Germantown, TN	38138	McNeill Investment Co
18 Regency Homebuilders LLC	8705 Bedfordshire Dr	Bartlett, TN 38133	3420 S Houston Levee Rd	Germantown, TN	38139	
19 Davenport James E & Vicki L	8711 Bedfordshire Dr	Bartlett, TN 38133	8711 Bedfordshire Dr	Bartlett, TN	38133	
20 Davis Isadorel & Miyuki	8706 Bedfordshire Dr	Bartlett, TN 38133	8706 Bedfordshire Dr 88	Bartlett, TN	38133	
21 Irvin Roger O Revocable Living Trust	8710 Bedfordshire Dr	Bartlett, TN 38133	8710 Bedfordshire Dr	Bartlett, TN	38133	
22 Regency Homebuilders LLC	8726 Bedordshire Dr	Bartlett, TN 38133	3420 S Houston Levee Rd	Germantown, TN	38139	
23 Regency Homebuilders LLC	8722 Bedfordshire Dr	Bartlett, TN 38133	3420 S Houston Levee Rd	Germantown, TN	38139	
24 Regency Homebuilders LLC	8714 Bedfordshire Dr	Bartlett, TN 38133	3420 S Houston Levee Rd	Germantown, TN	38139	
25 Regency Homebuilders LLC	8718 Bedfordshire Dr	Bartlett, TN 38133	3420 S Houston Levee Rd	Germantown, TN	38139	
26 Dunn Michael S R & Norma I	3033 Wiltshire Curv	Bartlett, TN 38133	3033 Wiltshire CV	Bartlett, TN	38133	
27 Myers Sharron M and Anna M Myers	3037 Wiltshire Curv	Bartlett, TN 38133	3037 Wiltshire CV 5	Bartlett, TN	38133	
28 Pimpo Anthony	3029 Wiltshire Curv	Bartlett, TN 38133	3029 Wiltshire CV	Bartlett, TN	38133	
29 Yaun Eddie L & Rita Roberts	3025 Wiltshire Curv	Bartlett, TN 38133	3025 Wiltshire CV 60	Bartlett, TN	38133	
30 Regency Homebuilders LLC	8751 Bedfordshire Dr	Bartlett, TN 38133	3420 S Houston Levee Rd	Germantown, TN	38139	
31 UHS of Lakeside Inc	2911 New Brunswick Rd.	Bartlett, TN 38133	6200 UTSA Blvd. 2	San Antonio, TX	78249	Jennifer Nolan - Chief Financial Officer
32 CC Club Holdings LLC	0 Countrywood Pkwy	Bartlett, TN 38133	2736 Countrywood Pkwy	Cordova, TN	38016	
33 Heaven Hospitality LLC	8635 Highway 64	Memphis, TN 38133	8635 US Highway 64	Memphis, TN	38133	
34 St. Charles Place Inc	8610 Rickey Bell Curv	Memphis, TN 38133	5390 Estate Office Dr. 2	Memphis, TN	38119	
35 RCI Memphis LLC	8592 Ricky Bell Curv	Memphis, TN 38133	16300 S Midnight Rd	Coeurd' Alerie, ID	83814	
36 Bridgestone Retail Operations LLC	2870 Brunswick Rd	Memphis, TN 38133	200 4th Ave S 100	Nashville, TN	37201	Bridgestone Americas Inc

37	Crown Castles South LLC	0 Ricky Bell Curv	Memphis, TN 38133	4017 Washington Rd PMB 353	McMurry, PA	15317	
38	Boone Charles P (LE) and St. Charles	0 Ricky Bell Curv	Memphis, TN 38133	3501 Chambers Chapel Rd	Lakeland, TN	38002	St. Charles Place Education Foundation
39	St. Charles Place Inc	0 Ricky Bell Curv	Memphis, TN 38133	5390 Estate Office Dr. 2	Memphis, TN	38119	
40	St. Charles Place Inc	8585 Ricky Bell Curv	Memphis, TN 38133	5390 Estate Office Dr. 2	Memphis, TN	38119	
41	St. Charles Place Inc	2844 New Brunswick Rd	Memphis, TN 38133	5390 Estate Office Dr. 2	Memphis, TN	38119	
42	Store Master Funding II LLC	2838 New Brunswick Rd	Memphis, TN 38133	1815 The Exchange SE	Atlant, GA	30339	
43	Spirit Master Funding X LLC	2810 New Brunswick Rd	Memphis, TN 38133	2727 N Harwood St 300	Dallas, TX	75201	Spirit Realty LP
44	Great American Realty of Bellmore LLC	8535 Highway 64	Memphis, TN 38133	PO Box 6969 Carrols-Leasing #1568	Syracuse, NY	13217	
45	Parkway Properties LLC	8529 Highway 64	Memphis, TN 38133	6399 Stage Rd	Bartlett, TN	38134	
46	Wilbanks Frances W	8475 Hwy 64	Memphis, TN 38133	105 Decker CT 900	Irving, TX	75062	Team Car Care LLC/Chief Financial Officer
47	Wickman Nancy G	8485 Highway 64	Memphis, TN 38133	5938 Windsor Oak Cir	Arlington, TN	38002	
48	DHR Chicken TN LLC	8477 Highway 64	Memphis, TN 38133	PO Box 853	Heber Springs, AR	72543	
49	St. Charles Place Inc	8473 Highway 64	Memphis, TN 38133	5390 Estate Office Dr. 2	Memphis, TN	38119	
50	Laxmi Wolfchase LLC	8489 Highway 64	Memphis, TN 38133	9285 Enclave Green Ln E	Germantown, TN	38139	
51	Kruti Hospitality LLC	2839 New Brunswick Rd	Memphis, TN 38133	2839 New Brunswick Rd	Memphis, TN	38133	
52	Goodwill Partnership	2809 New Brunswick Rd	Memphis, TN 38133	6830 Crumpler Blvd	Olive Branch, MS	38654	Yogesh Punomit
53	Wolfchase 40 LLC	2800 New Brunswick Rd	Memphis, TN 38133	9285 Enclave Green Ln E	Germantown, TN	38139	Sanjeev Kumar
54	Onyx Wolfchase Hotel LLC	2785 New Brunswick Rd	Memphis, TN 38133	6420 Congress Ave	Boca Raton, FL	33487	
55	Wolfchase Galleria LTD PHSP	0 Highway 64	Memphis, TN 38133	PO Box 6120	Indianapolis, IN	46206	Simon Property Tax Dept
56	Store Master Funding II LLC	8444 Highway 64	Bartlett, TN 38133	13850 Ballantyne Corp PL 450	Charlotte, NC	28277	Firebirds International LLC
57	Wolfchase Realty LLC	8500 Highway 64	Bartlett, TN 38133	4605 S Houston Levee Rd.	Collierville, TN	38017	
58	Walmart Real Estate Business Trust	8400 Highway 64	Bartlett, TN 38133	PO Box 8050 MS 0555	Bentonville, AR	72712	
59	Sams Real Estate Business Trust	8480 Highway 64	Bartlett, TN 38133	PO Box 8050 MS 0555	Bentonville, AR	72712	
60	Realty Income Corporation	2965 NewBrunswick Rd.	Bartlett, TN 38133	11995 El Camino Real	San Diego, CA	92130	
61	RHUA Properties LC	Wolf Creek Dr.	Bartlett, TN 38133	10649 Broadland Pass	Thonotosassa, FL	33592	
62	Cook's Properties LLC	8527 Wolf Lake Dr.	Bartlett, TN 38133	PO Box 669	Decatur, AL	35602	
63	WL Logistics Properties, LLC	8558 Wolf Lake Dr.	Bartlett, TN 38133	4728 Spottswood Ave 207 38177	Memphis, TN	38177	
64	Wolf Lake Holdings LLC	8500 Wolf Lake Blvd	Bartlett, TN 38133	4728 Spottswood Ave 207	Memphis, TN	38117	
65	Spielberger Scott	8454 Wolf Lake Dr	Bartlett, TN 38133	4553 Seedtick Rd	Lakelan, TN	38002	
66	BT Property LLC	3101 New Brunswick Rd	Bartlett, TN 38133	55 Glenlake Pkwy NE	Atlant, GA	30328	BT Property LLC Attn: Corp Real Estate (RPT)

Municipal Planning Commission

Minutes

Monday, July 7, 2025 - 6:30 P.M.

The Bartlett Planning Commission (PC) met in the City Hall Assembly Chamber on Monday, July 7, 2025 at 6:30 p.m. for a regularly scheduled meeting.

The following members were present:

David Hunt
Jack Young, Alderman
Paul Kaiser, Chairman
Jim Lamb, Vice Chairman
Ken Demetriou
James Reid
Don Conway
John Conroy
Greg Easton

The following staff/advisors were present: Kim Taylor, Director of Planning; Sam Harris, Senior Planner; Leslie Brock, Planner; Trey Arthur, Director of Code Enforcement; Erin Campbell, Assistant Director of Engineering; Craig Jones, Deputy Fire Marshal; Ed McKenney, City Attorney

Alderman Jack Young opened the meeting with a prayer.

The Pledge of Allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the Monday, June 2, 2025 meeting:

Jack Young made a motion to approve the minutes of the Monday, June 2, 2025 meeting as submitted. David Hunt seconded the motion. Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted "YES". **Motion carries.**

NEW BUSINESS

Public Hearing

Planned Development

1. Bartlett Boulevard & Yale Road Planned Development, Parcel B015700333 (David Bray, The Bray Firm)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. David Bray with The Bray Firm, who is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located at the southeast corner of Yale at Bartlett Boulevard, and it is within the "RS-10" Single-Family Residential Zoning District.

BACKGROUND: On November 4, 2024, the Planning Commission made a favorable recommendation to the Board of Mayor and Aldermen for an 8-lot planned residential development on the subject property. The application was withdrawn by applicant prior to Board of Mayor and Aldermen approval.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop 3.66 acres of land into a 5-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,816 square feet to 58,800 square feet (1.34 acres). The proposed housing density is 1.36 units per acre and the minimum yard setbacks are:

<u>Actual</u>	<u>RS-10 Zoning District</u>
A. Front – 30 feet Yale/ 40 feet Bartlett Boulevard	Front – 30 feet
B. Side – 5 feet	Side – 5/10 feet
C. Rear – 25 feet	Rear – 25 feet
D. Width – 65.05 feet	Width – 80 feet

The proposed planned development features a 49,161 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road and a right in/right out only on Bartlett Blvd.

Recommendation: Approval of a favorable recommendation by the Planning Commission to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired it shall be shifted to the west to line up.
5. All new utilities shall be underground.
6. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

7. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
8. Area for storm water detention is to be shown and labeled non-buildable.
9. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
10. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
11. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

12. Detention shall be shown.
13. Plan and profile sheet for road should be included.

Sanitary Sewer Plan (NOT INCLUDED):

14. Sewer profile will be required.
15. Structure and pipe data shall be shown with space provided for as-builts.
16. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connections and a concrete collar.
17. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan (NOT INCLUDED):

18. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
19. EPSCs shall be shown in areas of off-site sewer installation.
20. An additional sheet is required for final stabilization of the site.
21. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan (NOT INCLUDED):

22. Detention will be required, provide detention analysis.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.

7. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
8. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.

Chairman Kaiser called for questions from the PC for Director Taylor.

David Hunt asked why there was a reduction in the number of lots being developed on the property. Director Taylor indicated there is a new owner with a new plan.

Chairman Kaiser asked if the applicant was present.

David Bray, The Bray Firm, 2950 North Stage Plaza, Bartlett, TN 38134, came forward. Mr. Bray acknowledged they accept the conditions as presented.

The Public Hearing opened at 6:35 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Planned Development to come forward.

No one came forward to speak in favor of the Planned Development.

Chairman Kaiser called for any citizen wishing to speak in opposition to the Special Use Permit to come forward.

Mr. Zane Deskins, 3332 Bartlett Boulevard, Bartlett, TN 38134, came to the podium.

Mr. Deskins stated he owns the property adjacent to the proposed development and is concerned that he and his family will be unable to subdivide the property

behind their homes as it will be landlocked with no access to Bartlett Boulevard or Yale Road. Senior Planner Sam Harris explained that Mr. Deskins would have to build a road and add the utilities as the other property owner is doing to have the required frontage for the RS-10 subdivision development.

Additionally, Mr. Deskins also stated he only received the first notification of the development of the property the previous week. Senior Planner Sam Harris provided the information the city has sent three mailings/public notifications for the development of the property.

The Public Hearing adjourned at 6:43 p.m.

No further discussion.

James Reid made a motion to forward a Favorable Recommendation to the Board of Mayor and Aldermen for the Bartlett Boulevard and Yale Road Planned Development, Parcel B015700333. Don Conway seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Public Hearing
Special Use Permit

2. Secondhand Retail, 7610 Highway 70 (Raymond Couch, Goodwill Memphis, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Raymond Couch with Goodwill Memphis, who is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use. The subject property is located at 7610 Highway 70. The subject property is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is located within the Corner Shops of Highway 70 Subdivision on Lot 1. The site was a Starbucks Coffee drive thru restaurant. The current use is a Baby Jack's BBQ restaurant with a drive thru window/lane. The building is 1,800 square feet. Memphis Goodwill, Inc. is under contract to lease this property. On April 17, 2025, the Board of Zoning Appeals upheld the decision of the Building Official that an Attended Donation Center (ADC) is a donation collection, storage, and distribution facility that is a permitted use within the "I-P" and "I-O" zoning districts with Site Plan approval by the Planning Commission and Design Review Commission, but that the proposed use is not permitted in the "C-H" Highway Business Commercial Zoning District.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use on the subject property located at 7610 Highway 70. According to Article V, Chart I of the Zoning Ordinance, secondhand retail use requires obtaining a Special Use Permit. The applicant is proposing to utilize some of the building as a secondhand retail store for their e-commerce items, jewelry, collectibles, and the like. However, they will still be proposing to utilize part of the building as an Attended Donation Center (ADC). Since they are proposing a secondhand retail use component that is allowed with SUP approval within the "C-H" Highway Business commercial zoning district, then the Attended Donation Center (ADC) could be considered an ancillary use of the primary secondhand retail use. The surrounding Zoning Districts are "C-H" Highway Business to the north, "C-L" Neighborhood Business and "C-H" Highway Business to the south, "C-L" Neighborhood Business and "RS-12 Single Family Residential to the east", and "C-H" Highway Business to the west. The surrounding uses include: single family residential, bank, drive thru restaurants, restaurants, multi-tenant retail, physical therapy office, and grocery store.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

1. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
2. The proposed gates appear to be located over previously installed private drainage.

Planning Conditions:

1. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Site Plan application for approval by the Design Review Commission for all exterior changes proposed to the subject property.
2. According to the applicant, the access driveways will be gated to prevent dumping after hours. However, this may encourage customers to drop off donations in the shared ingress/egress easement of the commercial center during off hours.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor. No questions were asked.

Discussion

Raymond Couch, Director of Goodwill, Memphis, spoke to the plans for this property. He stated this is a new business model for Goodwill and will be the first of its kind in the Memphis area. The primary inventory will be collectibles such as jewelry, art, baseball cards, comics, etc. The facility will also be used for the emerging E-Commerce market of Goodwill, Industries, as well as a collection point/drop-off point.

Mr. Hunt asked how big the building is and how much will be devoted to the sales floor. Mr. Couch said the building is 1800 sq. ft. with approximately 35% of the building will be used for the sales floor.

Mr. Easton asked why would Goodwill open a facility approximately two miles away from their current storefront. Mr. Couch indicated that this store will not be selling the same kind of merchandise and Bartlett has a higher income that will support this new business model. The donation site will be attended with no ability to drop off items after-hours.

Mr. Young asked if only 35% of the space will be dedicated for the sales floor, why not do it at the other location. Mr. Couch responded that Bartlett has higher-end buyers that will appreciate the new space.

Mr. Reid asked how effective their sales will be if only approximately 550 sq. ft. available for inventory. Mr. Couch said that it will be dependent on the layout and type of fixtures that are used in the space.

The public hearing opened at 7:03 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Special Use Permit to come forward.

Steve Stewart, 3011 Christoval Cove, Bartlett, TN 38133, came to the podium. He has worked with Goodwill Industries in the Memphis area for years doing signage at their various locations. Mr. Stewart believes the organization has a good mission and spoke highly of the Collierville Goodwill Bookstore experience.

Will Clem, 12251 Grand Ridge Lane, Arlington, TN, 38002, came forward. He is the current owner of Baby Jack's, 7610 Hwy. 70, Bartlett, TN 38133. Mr. Clem has seen the architectural renderings of the proposed store and said they look very nice. He believes the store will be a good addition to the community.

Chris Woods, 9150 Anderton Springs Drive, Bartlett, TN 38133, has worked with Goodwill since 2006. Mr. Woods said that Goodwill manages their facilities well. He indicated that a gate/fence could be added to the property to deter any after-hours drop offs.

Chairman Kaiser called for any citizen wishing to speak in opposition of the Special Use Permit to come forward.

Ray Stroud, 7504 Delmonico Cove, Bartlett, TN 38135, came to the podium. Mr. Stroud stated that he used to operate a business next door to a thrift store and it was a negative experience. This is not an ideal proposition for this location. Please disapprove this request.

Tim Kellum, 3730 Appling Lake Dr., Bartlett, TN 38133 approached the podium. He said that he is concerned about the increased pollution from increased traffic and the level of littering and debris due to the donation drop-off.

Patricia Stroud, 7504 Delmonico Cove, Bartlett, TN 38135, came forward to speak against the Special Use Permit. She is against the plan as presented with the majority of the building being proposed as a drop-off center.

Melanie Busch, 3904 Wheelers Run Cove, Bartlett, TN 38135, came forward to add her voice to the opposition. She reiterated the same reasoning as her previous concerned neighbors.

Cheryl Edwards, 7501 Delmonico Cove, Bartlett, TN 38135, approached the podium to add her comments to the opposition. She said young families are moving into the area and investing in their homes, which this development will be a detriment to their efforts. Ms. Edwards also shared that she has been to the Collierville Goodwill bookstore location and said it is in their commercial district on West Poplar Avenue.

Larry Patrick, 7537 Delmonico Cove, Bartlett, TN 38135, believes the retail portion is not the primary issue, it is the drop-off donation center. The litter will only increase.

Amy Brown, 7491 Delmonico Cove, Bartlett, TN 38135, spoke in opposition to the plan.

Charlotte White, 7426 4th Avenue, Bartlett, TN 38135, said her residence is the closest to the proposed store; and the store is a detriment to the neighborhood.

Rudolph Brown, 7491 Delmonico Cove, Bartlett, TN 38135, spoke against the proposal.

Senior Planner Sam Harris read a letter of opposition received by the Planning Department into the record.

*Rudolph Glen and Amy Brown
7491 Delmonico Cove
Bartlett, TN 38135*

glenbrown@jrbowman.com
901-412-9737
06/30/2025

Attention: Director Kim Taylor:

We are writing to express our strong opposition to the proposed opening of a Goodwill thrift store in our community, especially since there is a Goodwill store at Stage and Highway 70 approximately 2.5 miles from the proposed location. While Goodwill Industries may be widely recognized as a charitable organization, we believe that the presence of a Goodwill retail outlet in our neighborhood would have multiple negative consequences that outweigh any perceived benefits. **From the Bartlett city Mayor's Vision Plan 2030:** „In 2023, the City of Bartlett obtained community input from a survey compiled by the University of Memphis. Respondents indicated that one of the five most essential focus areas moving forward along with safety, city infrastructure, economic health, and parks was **improved retail offerings.**“ Goodwill is not a quality retail store with improved retail offerings.

The following is a summary of our concerns:

Local small businesses are the backbone of our community, providing personalized service, reinvesting profits locally, and contributing to the unique character of our area. The introduction of a corporate-backed thrift store such as Goodwill can draw customers away from these businesses, often resulting in reduced revenue or even closures. This is particularly concerning for shops that cannot compete with Goodwill's brand recognition or pricing strategies. Also, any nearby small clothing stores or shops may be squeezed out by the increased Goodwill presence. Moreover, Goodwill's status as a nonprofit provides it with tax advantages that are not extended to small local businesses, further skewing the competitive landscape.

Because Goodwill is not a quality retail store with improved retail offerings, there is also a risk for a decline in property values, affecting neighborhood identity and decreasing the surrounding neighborhoods aesthetic values. The homeowners in our neighborhood are looking for quiet, high quality, and less dense area to live in. We don't want to see our streets become more congested with more traffic and more people that might make it unsafe for our children and grandchildren to bike and walk safely in our neighborhood areas.

Another reason for concern is that, although promoted as environmentally friendly, Goodwill stores are known **to generate substantial waste and sanitation problems. There have been multiple accounts of Goodwill stores accepting and reselling items infested with bed bugs or other pests, posing serious health and sanitation risks.** These infestations can be easily transferred to customers' homes, potentially creating community-wide issues that are costly and distressing to resolve. Also, a substantial portion of donations are unsellable and end up in landfills, contributing to the very waste problem the organization claims to help alleviate. The store's practices around disposing of unsold or damaged goods are rarely transparent and frequently problematic.

Goodwill's labor practices have also been widely criticized, particularly regarding their use of subminimum wages for employees with disabilities under Section 14(c) of the Fair Labor Standards Act. While some stores may have reformed these practices, the organization's history and the inconsistency in how different branches are operated raise serious ethical concerns about supporting a company with such a track record. This practice undermines the organization's mission of providing equal pay and erodes public trust.

In light of the above concerns, we respectfully urge you to reconsider the establishment of a Goodwill store in our neighborhood area. There is already a Goodwill store very close to our community, so we believe that opening one in our neighborhood is unnecessary and may cause visitors or potential new residents to perceive the area as economically depressed if there are too many secondhand stores in close proximity.

We believe our neighborhood would be better served by supporting truly local businesses that prioritize community responsibility, improve the quality of life, and enhance the overall well-being of our area.

Thank you for your time and attention to this matter.

Sincerely,
Rudolph Glen and Amy Brown

The Public Hearing closed at 7:33 p.m.

Chairman Kaiser opened the floor for discussion amongst the committee members.

Mr. Hunt asked Mr. Couch what the various salary levels are for Goodwill employees. Mr. Couch introduced Tina Blackmon, Senior VP of Operations. She said the starting hourly wage for employees is \$12.00 per hour, \$15.00 per hour for keyholders, and \$50,000 for general managers. Goodwill covers 90% of the cost of insurance and other benefits for their employees.

Seeing no further discussion, Chairman Kaiser called for a motion to be made.

John Conroy made the motion to approve a Favorable Recommendation to the Board of Mayor and Aldermen with conditions for Secondhand Retail, 7610 Highway 70. David Hunt seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted NO.

Motion FAILS.

Public Hearing

Special Use Permit

3. Hookah Lounge, Bar or Tavern, 2965 North Germantown Road #120 (Willis White, Sticks & Stones)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Willis White, Jr. with Sticks and Stones, requesting a Planning Commission approval of a favorable recommendation of a Special Use Permit for the operation of a Hookah Lounge, Bar or Tavern (smoking lounge). The subject property is located at 2965 N. Germantown Road, Suite #111 within the "C-H" Highway Business Zoning District.

BACKGROUND: On November 2, 2020, the Planning Commission made an unfavorable recommendation to the Board of Mayor and Alderman for a Tavern, Cocktail Lounge, Night Club, Bar use on subject property. On January 12, 2021, the Board of Mayor and Aldermen voted against granting Sticks and

Stones a Special Use Permit. Deciding to move forward with the business without liquor or live music, on January 21, 2021, Mr. White stated in an email to Planning Director Kim Taylor,

"We would like to serve beer (alcohol content of 5% or less) to be consumed on-premise only. NO liquor (alcohol content greater than 5%) will be served on-premise. -NO stage and NO live band DJ entertainment will happen within our establishment. "

On January 29, 2021, Mr. White described his business on the business license application as,

"Sticks and Stones will be a cigar smokers lounge and restaurant. We are an age restricted establishment (21 and up), we will ID customers as they enter. We will apply to serve beer, however NO liquor or live entertainment."

The Daily Memphian in an article by Omer Yusuf on March 10, 2021, reported, *". . . That was the reality for Sticks X Stones partners Willis White, Jr. and Tavaris Jones after the Board of Mayor and Aldermen voted against granting them a special use permit at its January 12, 2021, meeting. The permit was necessary to allow live music and liquor at Sticks X Stones."*

It came to the attention of staff that liquor was being served as well as Sticks and Stones was hosting DJ's and live entertainment. Hours of operation are 6:00 PM to 1:00 AM, which is later than a normal restaurant establishment would stay open.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation of a Special Use Permit for the operation of a Hookah Lounge, Bar or Tavern. According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Hookah Lounge, Bar or Tavern (smoking lounge). The surrounding uses include car dealerships, childcare center, pediatric offices, restaurants, hotel, instrument store, fitness gym, physical therapy clinic, an insurance office, retail stores, office, and automobile gas stations with convenience stores.

RECOMMENDATION: Unfavorable recommendation by staff.

Planning Conditions:

1. In keeping with the Tennessee Non-Smokers Protection Act (TCA Section 31-17-1801) the Applicant shall establish the Hookah Lounge, Bar or Tavern as an Age Restricted Venue restricting access to the facility at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to such facility to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.
2. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
3. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

Chairman Kaiser called for questions from the PC for Director Taylor.

Jim Lamb asked when it came to the attention of staff regarding the serving of liquor as well as the hosting of DJ's and live entertainment. Director Taylor deferred the question to Director of Code Enforcement, Trey Arthur.

Director Trey Arthur stated that they became aware approximately three months ago.

Chairman Kaiser asked if the applicant is present. Seeing no owner and/or representative present, Chairman Kaiser called the Public Hearing into session.

The Public Hearing opened at 7:39 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of the Special Use Permit to come forward.

No one came forward to speak in favor of the Special Use Permit.

Chairman Kaiser called for any citizen wishing to speak in opposition of the Special Use Permit to come forward.

No one came forward. Senior Planner Sam Harris read a letter of opposition received by the Planning Department into the record.

June 24, 2025

*Bartlett City Hall Annex
Attention: Director Kim Taylor
6382 Stage Road
Bartlett, Tennessee 38134*

Dear Bartlett Officials:

Please consider this letter an official vote AGAINST the proposal for the addition of a Hookah Bar Lounge and Tavern, Cocktail Lounge, Night Club or Bar to be located at 2965 North Germantown Road #120. It is disappointing that Bartlett as a Family orientated community would entertain the addition of a "Tavern" as described in the public hearing notice. This type of business can entertain late night activities that do not lend to the Family Atmosphere Bartlett is known for. As an owner and/or resident of a neighboring property we do not feel this is a good fit for our community. The City of Bartlett works hard to keep the standard high. Please consider those who call Bartlett their home and protect our investments by denying the approval of this type of establishment.

Thank you,

DMB Holdings 1 LLC

The Public Hearing closed at 7:40 p.m.

Chairman Kaiser opened the floor for discussion amongst the committee members.

Seeing no discussion, Chairman Kaiser called for a motion to be made.

Jim Lamb made the motion to deny the Favorable Recommendation of a Special Use Permit for the location of a Hookah Lounge, Bar, or Tavern (smoking lounge), 2965 North Germantown Road, Suite #111. Jack Young seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted NO.

Motion PASSES.

Public Hearing

Special Use Permit

4. The Waters at Bartlett Mixed-Use Development, Northeast Corner of New Brunswick Road & Highway 64 (Heidi Spring, Stoa Group)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Heidi Spring with Stoa Group, requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development. The subject property is located at the northeast corner of New Brunswick Road & Highway 64. The subject property is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is 25.73 acres of vacant property. In 2019, the City of Bartlett added the Residential Mixed Use Overlay District to Article VI, Section 29 of the Bartlett Zoning Ordinance. The Residential Mixed Use is a site specific special use intended to allow residential uses with mixed uses including commercial and office developments in buildings of two or more stories. The Residential Mixed Use shall be applied for as a Special Use Permit that will be reviewed by the Planning Commission, requiring the final action of the Board of Mayor and Aldermen. The Special Use Permit for the Residential Mixed Use may be allowed in office zoning districts, commercial zoning districts, and residential zoning districts where existing commercial and office zoning directly abuts residential zoning, or on lots with combination zoning that includes residential zoning along with commercial, and/or office zoning, and having major and/or minor road frontage. In December 2023, the Planning Commission approved a Master Plan for the Hy-Vee Subdivision, but the Hy-Vee grocery store declined to move forward with further development plans for the subject property.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit

to allow a Residential Mixed Use Development on the subject property located at the northeast corner of New Brunswick Road and Highway 64. According to Article VI, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required to move forward with submitting development plans for a Residential Mixed Use Development. The surrounding Zoning Districts are "I-P" Planned Industrial Park to the north, City of Memphis Commercial to the south, and "RS-10" Single Family Residential to the east, and "C-H" Highway Business Commercial to the east and west. The surrounding uses include: industrial park, pest control business, automobile body and paint shop, new and used motor vehicle sales dealership, restaurants, multi-tenant retail, behavioral hospital, and gas station with convenience store. The proposed conceptual plan is as follows:

District	Use	Acreage	Units
1	Residential Flats	12.54	312
2A	Commercial	6.6	N/A
2B	Quick Service Restaurant Commercial	0.59	N/A
			312
District	Use	Acreage	% Total Site Area
COS	Greenspace	6	23.32%

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. A Plat (not submitted) showing all lots, descriptions, easements, Property Owners Association responsibilities should be submitted.
3. A Property Owner's Association shall be set up by the owner with responsibilities specified on the Final recorded Plat.
4. There is a Texas Gas Easement and pipeline across a portion of this site. Plans and necessary applications should be submitted to Texas Gas and the proper permits acquired from Texas Gas where necessary.
5. All new utilities shall be underground.

6. Sidewalk should be installed along the entire length of the East side of New Brunswick Road.

Erosion Control & Stream Buffer (NOT SUBMITTED):

These have been previously discussed with TDEC on previous site layouts.

7. A SWPPP, ARAP Permit and a TDEC permit will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
8. Based on the Site Hydrological Determination:
 - a. The onsite stream that flows from East to West along this site is a Blue Line Stream.
 - b. The stream that flows from North to south is a wet weather conveyance (NOT a Blue Line Stream).
9. A Greenbelt (Stream Buffer) shall be shown on the plans encompassing the Blue Line Stream. This is a requirement of the City's Storm Water Ordinance. This area shall not be encroached upon by any building, structure, or parking area, and shall be so noted on the final plat of the subdivision.
10. The maintenance of this stream and buffer is the responsibility of the Property Owner's Association.
11. There was an area previously designated as Wetlands. The design Engineer must submit complete Hydraulic calculations to the City and TDEC for approval to confirm that the proposed detention pond will not alter the wetlands area.
12. Erosion Control plans will be required.

Water (NOT SUBMITTED):

13. The City of Bartlett engineering staff will perform hydraulic analysis and fire flow testing adjacent to the site and produce final, sealed water plans including the adequately sized water mains.
14. The Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

Grading & Drainage (NOT SUBMITTED):

15. Detention will be required. The applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms. As-built data will be required on detention basin.

Sewer (NOT SUBMITTED):

16. Any sewer cleanout located in a paved area shall comply with the detail approved by Bartlett Codes, which involves brass connections and a concrete collar.
17. The on-site existing sanitary sewer line is recorded with a 10' wide permanent easement and should be re-recorded as a 30' wide easement.
18. This property is in the Fletcher Creek sewer basin, so a private sewer holding tank design and outflow rates will need to be submitted to the City of Bartlett and City of Memphis for acceptance. This design will require approval from the City of Memphis. This will be required before this project can proceed to contract, plan signature, and construction.
19. The developer will epoxy coat up to two sewer manholes downstream of the new pump station and surge tanks for H₂S protection.

Transportation:

20. The Site Plan shows the closing of Brunswick Road at the current intersection with New Brunswick Road. This shall be completed by installing a cove, not shown. This is necessary because of:
 - Safety Concerns at the intersection of New Brunswick Road & Brunswick Road.
 - The current inefficiency of the New Brunswick Road & Brunswick Road intersection.
21. Both TDOT and City Staff are in agreement with this closure. TDOT has stated that the Planning Commission Meeting will satisfy TDOT's requirement for Public Notification of the closure of Brunswick Road.
22. The owner will be required to apply for and get a TDOT permit for this road closure.
23. Based on the proposed plan, traffic on Brunswick Road can continue west bound to New Brunswick:
 - By way of Ladurl Road or
 - By exiting the proposed Brunswick Road Cove and entering the New Site.
24. All roads shown within the Commercial Development shall be Private.
25. Brunswick Road is not inside Bartlett City Limits. Brunswick Road design will need to be reviewed and approved by TDOT and/or Shelby County. There are too many access points. The development should only have one access point to Brunswick Road. Other circulation should be internal to the development.

26. Access to New Brunswick should be limited to 2 driveways (one full movement at a signalized intersection with Wolf Lake Drive and an additional right-in/ right-out. However, more driveway access may be allowed pending the results of the traffic study.
27. Wolf Lake Drive shall be signalized. Additional signal easement/ROW may be required for signal poles/cabinet, as the west side of the intersection is in the Texas Gas Easement.
28. The AASHTO Greenbook recommends driveway spacings for a 40 mph design speed road be at least 305' apart.
- The Proposed North most driveway is too close to the driveway at Wolf Lake Drive. It is also too close to Ladurl Drive. This driveway should be eliminated from the plan.
 - The proposed south most driveway is so close to US 64 that left turns from this driveway may be dangerous, similar to Brunswick's current connection to New Brunswick. This shall be limited to right-in/ right-out only.
29. A previous Traffic Study showed the Level of Service (LOS) for the New Brunswick-US 64 intersection (overall) dropping below an acceptable level, the following items may be required in order to maintain or improve existing level of service at this intersection:
- Provide Signal Coordination between a new signal at Wolf Lake and the existing signal at New Brunswick-US 64 intersection. This includes design work, necessary installation of fiber to coordinate the two signals (and associated timings) and complete modifications to US 64 signal. It also includes any collaboration with the City of Memphis & TDOT.
 - The traffic study showed the LOS of East Bound Left Turn movements on US 64 dropping from LOS D to E. The Following may be required in order to maintain a LOS D for this movement: Extend the left turn lane on U.S. Highway 64 as far west as it can be extended, including the required taper length, without impacting the next intersection west of the U.S. Highway 64 – New Brunswick intersection, contingent on TDOT approval and add an additional East Bound Left turn lane, creating a double left turn lane (Similar to the Walmart Drive-US 64 intersection).



Planning Comments:

1. The applicant will have five years from the date of the approval of the Special Use Permit for the Residential Mixed Use Development to record the final plat for subdivision of the subject property, or to obtain site plan approval and a current building permit should no subdivision of land be necessary. Otherwise, the underlying zoning will apply to any future development of the property.

Planning Conditions:

1. The applicant shall show in the future development submittals that the proposed density will not exceed the available sewer and water capacity, and the proposed location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.
2. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Master Plan with Outline Plan, Construction Plan, and Final Plan with Outline Plan to the Planning Commission, and Site Plan applications for approval by the Planning Commission and Design Review Commission.
3. The applicant should include a phasing plan for the development with the Master Plan submittal with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.
4. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

5. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Applicant was present with Blake Brinson. He indicated the firm is okay with the recommendations and will work with Engineering to an additional traffic study to potentially add another entrance. Erin Campbell, Assistant Director Engineering, concurred. Mr. Brinson yielded back his time to allow for any questions from the Planning Commission.

Planning Commission asked about the apartments' price points and finishes. Mr. Brinson said the flats will be Class A luxury with high-end finishes such as granite countertops, stainless steel appliances. There will be one-bedroom (starting at \$1700), two bedroom (starting at \$2000), and three bedroom (starting at \$2400) flats. There will be a 8000 sq. ft. amenity center, full workout room, co-working space, and resort-style pool. The buildings will only be three stories tall.

Michael Rogers with Fisher and Arnold said the road from Brunswick Road to New Brunswick Road closest to Highway 64 will be closed. TDOT and Shelby County will have to agree to the design, but it should not be a problem moving forward.

Planning Commission asked about access to Lakeside and residents to the north and east from that intersection. Erin Campbell, Assistant Director of Engineering, said Ladurl Drive will allow for full access.

The Public Hearing opened at 7:52 p.m.

Chairman Kaiser called for any citizen wishing to speak in favor of a Special Use Permit to allow a Residential Mixed Use Development to come forward.

No one came forward to speak in favor of a Special Use Permit.

Chairman Kaiser called for any citizen wishing to speak in opposition of a Special Use Permit to all a Residential Mixed Use Development to come forward.

No one came forward to speak in opposition of a Special Use Permit.

The Public Hearing closed at 7:52 p.m.

No further discussion.

David Hunt made a motion to forward a Favorable Recommendation to the Board of Mayor and Aldermen for The Waters at Bartlett Mixed-Use Development at the Northeast Corner of Brunswick Road and Highway 64. James Reid seconded the motion.

Roll Call Vote:

Greg Easton, John Conroy, Jim Lamb, James Reid, Don Conway: YES.

David Hunt, Ken Demetriou, Jack Young, Paul Kaiser: NO

Motion PASSES

Final Plan

5. JTB Subdivision, 8229 Highway 70 (Russ Brasfield, Barge Design Solutions)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Russ Brasfield with Barge Design Solutions, requesting Planning Commission approval of a Final Plan for the JTB Subdivision. The subject property is located at 8223 Highway 70, and it is within the "C-H" Highway Business Zoning District.

BACKGROUND: The subject property is the existing location of Birch's Automotive, the ancillary office for Birch's Automotive, and a vacant lot. The subject property currently consists of two lots that are not a legal lots of record (created after March 6, 1956) and are less than 4-acres (not exempt from subdivision regulations). In order to make the lots eligible for a building permit, it must be within a Planning Commission approved and legally recorded subdivision. On July 1, 2024, the Planning Commission approved the Master Plan and Construction Plan for the JTB Subdivision. On April 7, 2025, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen to rezone Lots 1, 2, and 3 of the JTB Subdivision from "C-L" Neighborhood Commercial to "C-H" Highway Business Commercial to reflect the

pre-existing conditions and uses of the subject property. On May 27, 2025, the Board of Mayor and Aldermen approved the rezoning from "C-L" Neighborhood Commercial to "C-H" Highway Business Commercial to reflect the pre-existing conditions and uses of the subject property.

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan for the JTB Subdivision. The applicant is proposing to subdivide the existing 5.089 acre subject property into three lots. Lot 1 is proposed to be 2.124 acres, and it is the site of the existing Birch's Automotive. Lot 2 is proposed to be 0.591 acres, and it is the site of the contractor's business for Traditional Plumbing. Lot 3 is proposed to be 2.374 acres, and it is a vacant lot. Access to the subdivision will be from two existing curb cuts on Highway 70. A twenty foot wide ingress/egress easement will be along the frontage of all three lots for access. No additional curb cut is required. The applicant will be prohibiting the following uses: bail bonding, convenience store, finance-consumer lending establishment, manufactured (mobile) home dealer, new motor vehicle sales, used motor vehicle sales, pawn shop, sexually oriented business, tattoo or body piercing establishment, tavern, cocktail lounge, night club, bar, small box retail, tobacco store, and hookah lounge.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Commercial Subdivision contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP and a TDEC NPDES permit may be required and shall be submitted to the TDEC and the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. Correct all markups.

6. Developer shall construct a center turn lane on Highway 70. This shall meet the requirements of TDOT and Bartlett.
7. All three lots of this subdivision shall use a shared driveway and associated ingress/ egress easement due to the limited sight distance. This must be approved and permitted by TDOT. This shall be recorded on the plat along with a maintenance agreement.
8. Road construction may require utility poles to be relocated.
9. A traffic control plan is required for work at Hwy 70.
10. A traffic impact analysis and/or a Site Impact Analysis may be required by TDOT.
11. A detention basin and associated drainage will be required as part of the Site Plan for Lot 3. Any additional pavement or buildings on Lots 1 & 2 may also require detention.

Erosion Control Plan & Details:

12. TDEC permit (if required) tracking number shall be added to the Erosion Control Plan.
13. Roadside swales to be fully sodded and pinned.
14. Show locations of construction exit and concrete wash out.
15. Additional erosion prevention and sediment control measures may be required at ditch crossings for sewer main.

Utility Plan:

16. State (TDOT) Utility Encroachment Permit will be required.
17. The water extension will be designed by the City of Bartlett Utility Engineer.
18. Sewer plan and profile will be required. These were not submitted with the plan set.
19. Sewer to be installed in accordance with City of Bartlett technical specifications and details.
20. Sewer manholes are to be spaced no greater than 350 feet apart.
21. Sewer crossing at ditch/stream crossing shall be ductile iron.
22. Sewer structure and pipe tables are required.
23. Indicate sewer pipe as SDR26.
24. Sewer tap(s) shall be shown.

Planning Conditions:

1. All buildings on Lots 1, 2, and 3 are to be used for commercial purposes and not as a dwelling place at any time.

2. The applicant must revise the "C-L" zoning label to "C-H" zoning.
3. The applicant must obtain Site Plan approval from the Planning Commission and Design Review Commission before obtaining a construction permit on Lot 3.
4. The applicant must install the streetscape across the Highway 70 frontage of Lots 1 and 2 in conjunction with issuance of a building permit for Lot 3.
5. The applicant must install the Landscape Plate 23D commercial adjacent to residential buffer along the rear property line of Lot 1 and Lot 3 in conjunction with issuance of a building permit for Lot 3 or in conjunction with issuance of a building permit of the 4.654 acre residential lot with frontage on Memphis Arlington Road.
6. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Applicant is present and will address the Planning Commission if there are questions.

Applicant was present and agreed to conditions of staff report.

Greg Easton made a motion to approve the Final Plan with conditions of staff for the JTB Subdivision, 8223 Highway 70. James Reid seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

6. Resubdivision of Lot 8 of Independent Pole Bearers Society Number 6 Subdivision, 8754 Independent Road (William N. Sawtelle, Parker, Estes & Associates, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. William Sawtelle with Parker, Estes & Associates, Inc., requesting Planning Commission approval of a Final Plan for a re-subdivision of Lot 8 of the Independent Pole Bearers Society Number 6 Subdivision. The subject property is

located on the northwest at the curve of Independent Road, east of Brunswick Road and north of Highway 70.

BACKGROUND: Subject property was created in November of 1950 as Lot 8 of the first addition of the Independent Pole Bearers Society Number 6 Subdivision.

DISCUSSION: The specific request by the applicant is for the approval of a Final Plan to subdivide the 1.258-acre lot into 2 residential lots. Lot 8-A will be .557 acres and Lot 8-B will be .682 acres. Access to Lot 8-A will be from an existing driveway on Independent Road, while access to Lot 8-B will be from a new curb cut on Independent Road. These lots will not be combined to form one lot but shall remain 2 lots with a house on each.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. All new utilities shall be underground.
3. Developer's engineer shall show the existing and proposed sewer and water taps to ensure each lot is separately and appropriately serviced.
4. An erosion control plan will be required as part of the building permit process for lots.

Planning Conditions:

1. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Seeing no questions, Chairman Kaiser asked if the applicant was present. The applicant was not present. However, the applicant contacted staff and stated they were in agreement with the conditions of the staff report.

Jim Lamb made a motion to approve with conditions the Resubdivision of Lot 8 of Independent Pole Bearers Society Number 6 Subdivision, 8754 Independent Road. Greg Easton seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

Site Plan

7. Raleigh Primitive Baptist Church Parking Lot, 7247 Andrews Road (Josh Burnette, Renaissance Design Studio)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Josh Burnette with Renaissance Design Studio, requesting Planning Commission approval of a revised site plan for the Raleigh Primitive Baptist Church. The subject property is located at 7247 Andrews Road. It is within the "RS-18" Residential Zoning District.

BACKGROUND: The subject property is Lot 56, Block A of the Ellendale Highway Subdivision recorded on Plat Book 9, Page 90 in April 1929. At some time prior to annexation by the City of Bartlett in 1977, a church was constructed on the subject property. In 1995, the subject property received site plan approval and a building permit for a one-story addition to the rear of the existing church. On July 18, 2024, the subject property received a variance from the minimum side yard building setback requirement to add a new drive-thru portico along the east building elevation to be utilized during inclement weather. The existing parking lot is not marked with parking spaces. On May 15, 2025, the Board of Zoning Appeals denied the applicant's variance request to encroach within the Landscape Plate 23D width requirement of twenty (20) feet along the east property line, so the applicant has reviewed their proposed site plan from 29 new parking spaces to 26 new parking spaces.

DISCUSSION: The specific request by the applicant is for the approval of a revised site plan to expand the parking lot by adding 26 new parking spaces in the rear of the lot. The disturbed area is currently grass and trees, and it will be paved over to create the additional spaces. The applicant will be installing a detention swale to handle the stormwater drainage. The specifics of the proposed site plan are as follows:

Site Data	
Site Area:	1.00-acre/ 43,560-square feet
Disturbed Area:	0.1626-acres/ 7,083-square feet
Total Existing Parking Spaces:	unknown
Total Required Parking Spaces: (One space for each 4 seats in the main auditorium.)	18 (1 ADA Accessible)
Total Proposed Parking Spaces:	26 (1 ADA Accessible)
Greenspace/Open space:	36%

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. A SWPPP and a TDEC permit may be required. A Notice of Intent (NOI) shall be submitted to TDEC with a copy provided to the City of Bartlett Engineering office.
3. All new utilities shall be underground.
4. Easements should be shown on all plan sheets.
5. Correct all markups.

Erosion Control Plan

6. If required, the engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
7. If required, prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.

Grading and Drainage

8. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100 year storms.
9. The detention basin area should be labeled as "Detention- no build zone" on the site plans.

Planning Conditions:

1. While the existing site has a paved parking area, there are no designated parking spaces striped within this existing parking area.
2. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
3. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser called for questions from the PC for Director Taylor.

Chairman Kaiser called for the applicant to come forward. Josh Burnette, Renaissance Design Studio, 3157 Highway 64, Eads, TN approached the front. He indicated that they will accept the conditions as presented. Mr. Burnette wants to make the PC aware the property is long and narrow and surrounded by residences on each side. There are currently seven parking spots on the property. Thirty members attend, on average, every Sunday. Overflow parking is at the nearby school. In addition, at annual meetings, 75 members will attend. Mr. Burnette advised the PC the storm water issues have also been addressed.

Jack Young made a motion to approve a Revised Site Plan for the Raleigh Primitive Baptist Church, 7247 Andrews Road with conditions. David Hunt seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

Motion PASSES.

8. Youth Villages Building Addition, 7410 Memphis-Arlington Road (Jamie Bostick, A2H, Inc.)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Ms. Jaime Bostick with A2H Inc., requesting Planning Commission approval of a revised site plan for Youth Villages. The subject property is located at 7410 Memphis-Arlington Rd on the northeast corner of Memphis-Arlington Road and Broadway Road. It is within the “R-E” Residential zoning district.

BACKGROUND: Youth Villages was originally annexed into the City in 1985 with uses that were “grandfathered-in” as legal non-conforming uses. On November 6, 2000, the Planning Commission approved a Special Use Permit (SUP) for a “children’s home” use which allowed multiple buildings on the site. On April 2, 2007, the Planning Commission approved a site plan to add a girl’s residential treatment facility and an additional maintenance building. On March 7, 2016, the Planning Commission approved a site plan to add a boy’s residential treatment facility. On December 3, 2018, the Planning Commission approved a site plan to add a classroom building, basketball pavilion, storage/ washroom facility, outdoor pavilion and additional parking. On June 2, 2025, the Planning Commission approved a parking lot addition near the boys’ dorm.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a revised site plan to add a 49,615 square foot addition to the existing girls’ dormitory, along with two new recreational areas, a generator enclosure and an additional compactor enclosure. To accommodate the expansion, existing parking spaces will be removed and relocated. In addition, *Janie’s House* and its associated signage will be moved to a new location, which will be determined at a later date. A 310-foot retaining wall is also proposed along the southern property line, adjacent to Memphis-Arlington Road and the entrance drive, to enhance privacy for the dormitory rooms.

Site Data	
Total Site Area:	81.29-acres (3,540,992.40 square feet)
Project Area	14.25-acres
Existing Greenspace for Project Area:	59.37%
Proposed Greenspace for Project Area	55.08%
Required Greenspace	35%
Existing Parking Spaces:	205 spaces

Proposed Parking Spaces:	183 Spaces
Handicap Accessible:	7 (6 required)
Proposed Building Area:	49,615 square feet

Recommendation: Approval with conditions.

Engineering Conditions

General:

1. A Commercial Site Plan contract *may be* required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. If needed applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP *may be* required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
4. All utilities shall be denoted as private or public and provided with associated easements, as required.

Sanitary Sewer Plan (NOT INCLUDED):

5. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes which involves a brass connections and a concrete collar.
6. Tracer wire must be installed on all sewer lines, including services.
7. If the proposed sewer is private, it shall be noted on the plans. If it is public it will require an easement.

Utility Plan:

8. The utility plan may have to be adjusted based on the actual Water Plan as designed by Bartlett Engineering.
9. Fire protection must be approved by the City of Bartlett Fire Marshall.

Grading & Drainage Plan:

10. Include calculations to show that existing detention basin has accounted for this development.

Erosion Control Plan:

11. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation), if required.
12. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett, if required.

Erosion Control Details:

13. Metal posts with wired backed fence are required on the proposed silt fences.

Planning Conditions:

14. The applicant must include on the Site Data table height of building, greenspace, ADA compliant parking, and building setbacks.
15. The applicant must include landscape and screening plan for project site.
16. Should the proposed site plan be approved by the Planning Commission, the applicant shall seek site plan approval from the Design Review Commission for landscaping, lighting, signage, exterior elevations, colors, and materials.
17. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
18. The applicant must obtain Planning Commission Site Plan approval for the relocation of Janie's House and sign should the building remain on the property at 7410 Memphis-Arlington Road.

Chairman Kaiser called for questions from the PC for Director Taylor. Jim Lamb asked if the fencing was being replaced by a retaining wall. She replied in the affirmative. John Conroy asked how tall the wall would be. At that point, the applicant came forward.

Ms. Jamie Bostick, A2H Inc., 65 Germantown Ct., Suite 300, Cordova, TN approached the podium.

Jim Lamb asked why the fencing was being replaced with a retaining wall. Ms. Bostick said that the wall will be 10-feet at its highest point. This is because the

road is higher than the building. It will allow for more privacy and alleviate drainage issues.

John Conroy asked what materials would be used. A member of the architectural team, Lou Barnett, stated that the retaining wall will be brick with concrete pilasters every 20-feet.

David Hunt made a motion to approve with conditions the revised site plan for Youth Village, 7410 Memphis Arlington Road. John Conroy seconded the motion.

Roll Call Vote: Greg Easton, John Conroy, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, James Reid, Don Conway, and Paul Kaiser voted YES.

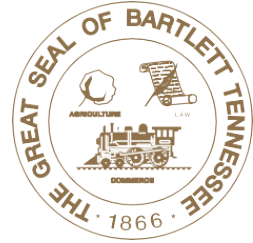
Motion PASSES.

Open Discussion.

No member of the public or the Planning Commission wished to speak.

Adjourned at 8:18 p.m.

**Board of Mayor and Aldermen
Bid Report
August 26, 2025**



Consent Summary:

We recommend the proposal be awarded to Nu Era Pest Control with an overall annual pricing of \$17,520.00. Funds are available in various building maintenance departmental accounts.

Formal Body:

Proposal for citywide pest control services.

On July 22, 2025, an ad was placed in *The Daily News*. On August 14, 2025, the City of Bartlett received two proposals. The proposals were reviewed by the Finance Department for pricing and inclusion of bid requirements. Annual pricing for each service is listed in the table below.

Proposals were received from the following companies:

Company	Annual pricing proposal
Nu Era Pest Control	\$17,520.00
Dart Services	\$57,480.00

We recommend the proposal be awarded to Nu Era Pest Control with an overall annual pricing of \$17,520.00. The contract will be for an initial one-year term beginning September 1, 2025, through June 30, 2026, with an option to renew for four additional one-year periods of July through June with the same terms and conditions. Renewals are contingent upon agreement of both parties.

Funds are available in various building maintenance departmental accounts.

Thank you for your consideration.

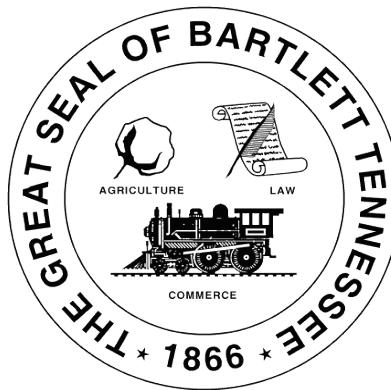
Attachments:

SB FY2026-07-004 PEST CONTROL-CITYWIDE bid, RFP FY2026-07-004 Pest Control NU ERA Proposal, RFP FY2026-07-004 Pest Control DART Proposal

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

SB # FY2026-07-004

DUE: Thursday August 14, 2025, no later than 2:00 p.m. (CST)

PEST CONTROL SERVICES (CITY-WIDE, MULTIPLE LOCATIONS)

The City of Bartlett is soliciting written bids, on a competitive basis from qualified companies or professionals to provide Pest Control Services – City-Wide with Multiple Locations.

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I. INTRODUCTION

The City of Bartlett (the “City”) is seeking sealed bids from interested and qualified firms to provide Pest Control Services for city-wide, multiple locations as described in this request as the “Services”. This Request for Sealed Bids is being released to invite interested and qualified companies to prepare and submit bids in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with City of Bartlett for the Services outlined in this document. In this document, the terms Proposer, Vendor and Contractor are used interchangeably unless the context indicates otherwise. Likewise, Proposal and Sealed Bid are used interchangeably.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have a least (3) years of previous experience in pest control services and provide three (3) references.
2. Have sufficient, competent and skilled staff to perform the Services as required. All pest control service personnel must be fully licensed in the State of Tennessee and must have registration credentials and a picture I.D. properly displayed on their person.
3. Have sufficient equipment, supplies, and chemicals to perform the required services (must provide list of equipment and Material Safety Data Sheets).
4. All pest control companies must be fully licensed in compliance with the Tennessee Department of Agriculture, Division of Plant Industries Act of 1972, amended 1975, Title 62, Chapter 21.
5. Be an equal employment opportunity employer and abide by Title VI guidelines.
6. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
7. Sign and enclose the Public Acts 109 Form. (Exhibit C)
8. Complete and sign the **Proposal Pricing Sheet** as evidence of visiting each site.
9. Include a current, signed W-9 form.

III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact **Dick Phebus, Finance Director, in writing at email dphebus@cityofbartlett.org**. Please reference “Pest Control Services” in subject line.

Questions should reference the section of this document to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be July 30, 2025 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

IV. PROPOSAL SCHEDULE

All proposals must be received at the address listed above no later than **August 14, 2025 at 2:00 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 sealed bid request on July 22, 2025.
- Deadline to submit additional written questions – Proposers may submit written questions via email as to the intent or clarity of this document until noon on July 30, 2025. Responses will be given within 24 business hours or no later than noon July 31, 2025.
- Submission of Proposal – **ALL PROPOSALS/BIDS (one original and four copies) MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN THURSDAY, AUGUST 14, 2025, AT 2:00 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 BID packet.
- Evaluation of Proposal and Notification of Award – The Proposal will be reviewed and a selection will be made as described in Section X: Evaluation and Award.
- Services to Commence – Immediately upon the execution of the signed contract.

The City may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

V. PROPOSAL CONDITIONS

- A. Contingencies** - This Bid document 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, in writing, if all proposals are rejected.
- B. Modifications** - The City reserves the right to issue an addenda or amendments to this proposal.
- C. Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this Bid document. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.
- D. Incurred Costs** - This Bid document does not commit the City to pay any costs incurred in the preparation of a proposal in response to this BID DOCUMENT and Proposers agree that all costs incurred in developing a reply to this BID DOCUMENT 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. Background - City of Bartlett has multiple locations, including but not limited to City Hall, City Hall Annex, Fire Department, Police Department/Criminal Justice Center, Public Works, Performing Arts Center, Public Library, Bartlett Parks Department, Bartlett Station Municipal Center, Singleton Community Center, Senior Citizen Center and Water Treatment Plants. These departments and offices are at various locations throughout the City of Bartlett and are of various sizes and square footages. Each location requires a pest control service to be performed on a set schedule. Furthermore, failure to treat each location as specified may result in health code violation and is not acceptable. Emergency and additional treatments may be required in certain situations.

B. Project Time Frame - The initial contract term will begin immediately upon execution of the contract through June 30, 2026, with the option to renew for four (4) additional one year periods beginning July through June 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 Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

C. Reservation of Rights -The City reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the BID DOCUMENT, or to issue a new BID DOCUMENT.

D. Selection Criteria - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this BID DOCUMENT to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

The City of Bartlett is seeking to establish a service agreement with the best qualified company that can provide and perform the Services including all labor, materials, tools, equipment and supervision necessary to perform Pest Control Services at multiple locations throughout the City of Bartlett that is cost-effective and practical. Each proposer must submit the details of the service to be provided, a treatment schedule, along with the monthly fees for each location.

Note: The City of Bartlett has a current pest control contract and will not accept any proposal with an additional fee for initial treatments.

A. General Services Required

Provide Pest Control Services for the City of Bartlett at multiple locations throughout the Bartlett area. The Contractor will have a set schedule to treat all locations and meet all the following requirements of the contract:

1. Professional extermination service for the control of fleas, ticks, rats, mice, spiders, roaches, ants, water bugs, millipedes, silver fish, crickets, flies, wasps, and lice.
Note: Vendor should use low order chemicals for treatment in sensitive areas.
2. The successful responder must furnish a monthly report calling attention to areas where corrections could be made to help improve the pest control service effectiveness.
 - a. This report should also point out control measures and the effectiveness of service each month.
 - b. Areas that require special treatment (areas that chemicals cannot be used), vendors are required to outline how they propose to treat the areas (equipment, traps, baits & frequency).
 - c. Vendor will be required to submit a plan of treatment for any area of heavy insect infestation.
3. The service technician must receive a signed work order, which must be submitted with all invoices.
4. Treatment for brown recluse spiders, pharaoh ants and carpenter ants shall be a separate charge.
5. Treatment for termites shall be a separate charge, once a year and only for designated areas.
6. All bidders must have physically inspected each work site. Failure to inspect the work site before bidding will disqualify your bid. ***Note: Pricing sheets must be initialed by each location representative and submitted with the proposal response.***
7. All pesticides, rodenticide or any chemicals used must have EPA registration and bear EPA registration number. The successful vendor is required to furnish the department with copies of material safety data sheets (MSDS) for all chemicals, and rodenticide being used. All chemicals and rodenticide must be used in strict compliance with the labels.
8. All services must be rendered in accordance with the National Pest Control Association Good Practice Standards.

B. Detailed Requirements – The following requirements are listed by individual areas. Note: Treatment times vary by area and specific locations. A detailed listing of specific areas, contact information, and proposal per treatment and annual fee proposal is provided in the **Proposal Pricing Sheet** as an attachment to this bid document. **This document must be initialed by each of the area contact personnel to confirm the proposer has visited the location(s), completed by the proposer and provided in the bid submittal document.**

1. BARTLETT CITY HALL, CITY HALL ANNEX

- a. Normal treatment times are between 8:30 A.M and 4:00 P.M., Monday thru Friday.
Note: City Hall Annex must be notified 24 hours in advance of scheduled treatment.
- b. Treatment Requirements – Treated once a month unless otherwise specified and include the following areas:
 - All Kitchen and food preparation areas
 - All Offices and Meeting Rooms
 - All Public Areas
 - Closets and storage areas
 - Hallways
 - Restrooms
 - Dumpster

2. THE VENUE AT BARTLETT STATION

- a. Normal treatment times are between 8:00 A.M. and 11:00 A.M., Monday thru Friday.
Note: Bartlett Station Municipal Center must be notified 24 hours in advance of scheduled treatment.
- b. A designated employee shall accompany the service technician.
- c. Areas that require special treatment (areas that chemicals cannot be used), vendors are required to outline how they propose to treat the areas (equipment & frequency). Traps and baits cannot be used due to the possible presence of children.
- d. Treatment Requirements - Treated once a month unless otherwise specified and include the following areas:
 - Offices and Public Areas
 - Pipe Chasers, Janitor Closets, and Restrooms
 - Food Preparation/Storage Areas
 - Loading Dock and Dumpsters
 - Boiler Room, Mechanical Rooms, and Stairwells
 - Public Vending Locations and/or Rooms

3. BARTLETT PUBLIC LIBRARY

- a. Normal treatment times will be between 8:30 A.M and 4:00 P.M., Monday thru Friday.
- b. Areas that require special treatment (areas that chemicals cannot be used), vendors are required to outline how they propose to treat the areas (equipment & frequency). Traps and baits cannot be used due to the presence of children.
- c. Treatment Requirements – Treated once a month unless otherwise specified and to include the following areas:

- All Kitchen and Food Preparation areas
- All Offices and Meeting Rooms
- All Public Areas
- Closets and Storage areas
- Hallways
- Restrooms

4. BARTLETT CRIMINAL JUSTICE CENTER

- a. Normal treatment times are between 7:30 A.M. and 2:30 P.M., Monday thru Friday.
- b. A designated employee shall accompany the service technician on all service trips.
- c. Traps and baits must be pre-approved before they can be used in the jail areas because of occupation of inmates.
- d. Treatment requirements: Treated twice a month, approximately 1st and 16th and to include the following areas:
 - All Offices and Class or Meeting Rooms
 - Visitation Areas
 - Gym Areas
 - All Cellblocks, Dormitories and Lounges
 - Storerooms and Closets
 - Hallways
 - Restrooms & Showers
 - Boiler Rooms and Plumbing Chasers
 - Kitchen and Break Areas
 - Bartlett Police Department dispatch building to be included
 - Loading Dock and Dumpsters, where applicable

5. BARTLETT PERFORMING ARTS CENTER

- a. Normal treatment times are between 8:30 A.M. and 4:00 P.M., Monday thru Friday.
- b. Areas that require special treatment (areas that chemicals cannot be used), vendors are required to outline how they propose to treat the areas (equipment & frequency). Traps and baits cannot be used due to the presence of children.
- c. The service technician must receive a signed work order, which must be submitted with all invoices.
- d. Treatment Requirements - Treated once a month, unless otherwise specified and include the following areas:
 - All Public Areas and Ticket Office
 - All Kitchen and Food Preparation areas
 - All Offices and Meeting Rooms
 - Dressing Rooms and Tech Booth
 - Closets and Storage areas

- Hallways
- Restrooms
- Loading Dock and Dumpsters

6. BARTLETT FIRE DEPARTMENT – 5 Locations

- a. Normal treatment times are between 8:00 A.M. and 5:00 P.M., Monday thru Friday. After hour service, weekend service and holiday service may be required if deemed necessary by the department.
- b. Specific times for service must be arranged with the officer in charge at each fire station.
- c. Mechanical live Rodent Traps should be used in the kitchen areas.
- d. Treatment Requirements - Treated once a month, unless otherwise specified and include the following areas:
 - All Kitchen and Food Preparation areas
 - All Offices and Class Rooms
 - Closets and Storage areas
 - Living and Sleeping Areas
 - Restrooms
 - Fire Truck/Utility Vehicle Bay (s)
 - Loading Dock and Dumpsters, where applicable

7. SENIOR CITIZEN CENTER

- a. Normal treatment times are between 7:00 A.M. and 8:00 A.M. OR 3:00 p.m. and 4:00 p.m. Monday thru Friday. Note: Senior Center treatment must be scheduled with a staff member at least 24 hours in advance each month.
- b. Traps and baits cannot be used due to the possible presence of children.
- c. Treatment Requirements - Treated once a month, unless otherwise specified and include the following areas:
 - All Kitchen and Food Preparation areas
 - All Offices Meeting Rooms and Class Rooms
 - All Public Areas and Hallways
 - Closets and Storage areas
 - Restrooms
 - Loading Dock and Dumpsters, where applicable
 - Mechanical, Boiler Rooms
 - Public Vending Locations and/or Rooms

8. SINGLETON COMMUNITY CENTER

- a. Normal treatment times between 8:30 A.M. and 4:00 P.M., Monday thru Friday.

- b. Traps and baits cannot be used due to the presence of children.
- c. A designated employee shall accompany the service technician on all service trips. The service technician must receive a signed work order, which must be submitted with all invoices.
- d. Treatment Requirements - Treated once a month, unless otherwise specified and include the following areas:
 - All Kitchen and Food Preparation areas
 - All Public Areas
 - All Offices and Class Rooms
 - Closets and Storage areas
 - Restrooms/Dressing Rooms
 - Gym, Locker Room and Concessions
 - Pipes
 - Loading Dock and Dumpsters, where applicable
 - Mechanical, Boiler Rooms
 - Stairwells

9. PUBLIC WORKS (Animal Shelter, Fleet Services, Grounds Maintenance, Water Services, Solid Waste)

- a. Normal treatment times are between 7:30 A.M. and 2:30 P.M., Monday thru Friday. Specific times for service may vary and be arranged with the Division Manager of each location.
- b. Special treatment and/or chemicals may be needed in animal containment areas.
- c. Treatment Requirements - Treated once a month, unless otherwise specified and include the following areas:
 - All Kitchen and Food Preparation areas
 - All Offices and Meeting Rooms
 - All Public Areas
 - Closets and Storage areas
 - Hallways and Stairways
 - Restrooms
 - Loading Dock and Dumpsters, where applicable
 - Boiler Room and Mechanical Rooms
 - Public Vending Locations and/or Rooms
 - Animal Containment areas

10. ENGINEERING (Water Treatment Plants)

- a. Normal treatment times are between 8:30 A.M. and 2:30 P.M., Monday thru Friday.
- b. Treatment Requirements - Treated once a month, unless otherwise specified and include the following areas:
 - All Kitchen and Food Preparation areas
 - All Offices and Meeting Rooms

- Closets and Storage areas
- Hallways and Stairways
- Loading Dock and Dumpsters, where applicable
- Boiler Room and Mechanical Rooms

11. PARKS AND RECREATION (Gotten House and various City Parks)

- a. Normal treatment times are between 7:30 A.M. and 3:30 P.M., Monday thru Friday.
- b. The service technician must receive a signed work order, which must be submitted with all invoices.
- c. Traps and baits cannot be used due to the presence of children especially in the park concessions, restrooms and pavilions.
- d. Treatment Requirements - Treated once a month, unless otherwise specified. ***(Note: Park concessions, restrooms and pavilions to be treated twice a month on a six (6) month schedule, April thru September.***
- e. Includes the following areas:
 - All Kitchen and Food Preparation areas
 - All Offices and Meeting Rooms
 - All Public Areas
 - Closets and Storage areas
 - Hallways and Stairways
 - Restrooms
 - Loading Dock and Dumpsters, where applicable
 - Boiler Room and Mechanical Rooms
 - Public Vending Locations and/or Rooms

VIII. CONTRACT REQUIREMENTS

The successful Proposer 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 Contractor 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. Contractor's Personnel. The Contractor 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 Contractor. The Contractor 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. Any employee of the Contractor who, in

the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the City. The Contractor 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 City the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the 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 Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City ; that the 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 Contractor for services performed shall be on the Contractor's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b)The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest 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 Contractor from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor 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 Contractor 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 Contractor 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 officer, agent, employee, sub-Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, 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 Contractor any fee, commission, 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.
8. Employment Of City Workers. The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws. (a) If required, the Contractor 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 Contractor 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 Contractor 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, located in Bartlett, Tennessee, and in no other. In accordance herewith, the

parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Bartlett, Tennessee.

11. Nondiscrimination. The Contractor 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 Contractor 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 Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. 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.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. 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.
15. 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.
16. 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.

17. 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 Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
19. Incorporation Of Other Documents. (a) Contractor 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.
20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Contractor, Contractor 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 Contractor 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.
21. Organization Status And Authority. (a) Contractor 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 Contractor 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 Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's 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.

22. Warranty. Contractor 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.
23. Rights in Data. The City of Bartlett shall become the owner, and the Contractor 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 Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims And Liabilities. (a) Contractor 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 Contractor its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
(b) Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor 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 Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor 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 Contractor as a result of or relating to obligations under this Contract.
(e) Contractor 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 Contractor or its sub-Contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
(f) *The Contractor 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. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:

Contractor shall maintain coverage with limits no less than:

- *Commercial General Liability and Professional Liability Insurance – Pest Control Operators or Exterminator’s Liability* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. 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 Contractors
 - f) Broad Form Property Damage
 - g) Personal Injury
 - h) Pesticide Herbicide Endorsement (CG2264) or equivalent
 - i) Jobsite Pollution Coverage
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- *Workers Compensation and Employers’ Liability Insurance* with minimum limits of \$1,000,000 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. Contractor waives its right of subrogation against City of Bartlett for any and all workers’ compensation claims.
- *Employee Dishonesty Coverage* –Coverage for contractor and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

All insurance policies maintained by the Proposer/Contractor shall provide that insurance as applying to City of Bartlett shall be primary and non-contributory irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to enter Contractor's 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 Contractor 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 Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire BID DOCUMENT, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this BID DOCUMENT 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 BID DOCUMENT. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the BID DOCUMENT instructions, responsiveness to the BID DOCUMENT requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals (one original and four copies) must be received by no later than 2:00 pm (CST) on August 7, 2025, at City of Bartlett Mayor's Office, 6400 Stage Road, Bartlett, TN 38134.**
5. Proposer agrees to provide City with any additional information it deems necessary to accurately determine 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.

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 Proposer's name and **"PEST CONTROL SERVICES- MULTIPLE LOCATIONS, BID DOCUMENT #FY2026-07-004" 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 bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

C. Proposal Format

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

1. Comprehensive Response

- a. Outline of how respondent can meet or exceed the minimum requirements
- b. Detail of how the respondent 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).

2. Cost and Fees (*Include the pricing schedule with the original 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. Include at least three (3) **other** clients for whom the Proposer has provided services.
- b. References should list the business name, a contact person with email address phone number.

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 BID DOCUMENT.
- b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this BID DOCUMENT.
- c. All proposals submitted in response to this BID DOCUMENT 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.
 - Cost to the City of Bartlett as outlined in the budget estimate.
 - Time frame for completion.

2. Selection will be based on determination of which proposal best meets the needs of the City of Bartlett and the requirements of this BID DOCUMENT and not solely on price.

B. Award of Contract

Proposers 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 Alderman.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer 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 successful Proposer's fees and scope of work or utilize their own resources for such work.

End of BID DOCUMENT Requirements

EXHIBIT A

**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

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT B

REFERENCES

Company Name (Proposer/Contractor)

References for three similar-sized and type of systems:

1. Company/Reference Name: _____

Project Name and Type of Equipment Installed:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Company/Reference Name: _____

Project Name and Type of Equipment Installed:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Company/Reference Name: _____

Project Name and Type of Equipment Installed

Contact Name: _____

Address: _____

Phone: _____ Email: _____

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

EXHIBIT C

PUBLIC ACTS 109 FORM
PUBLIC ACTS 2017, CHAPTER 817

“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 Acts of 2017, Chapter 817 can be found on the Tennessee Secretary of State’s website:

<https://tnsos.org/acts/PublicActs.109.php>

Company Name (Proposer/Contractor)

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.



ORIGINAL

PEST CONTROL
3206 S. Third St. * Memphis TN 38109
Ph# 901.398.7378 * Fax# 901.398.7380
nuerapestone@hotmail.com

August 14, 2025

Dick Phebus, Finance Director
City of Bartlett
Finance Department
6400 Stage Rd
Bartlett TN 38134

SB #FY2026-07-004

Mr Phebus,

Nu Era Pest Control is highly qualified to provide pest control service. **Nu Era** Pest Control has been in business since 1998, with a combined work experience for over 27 years. The Company has never been terminated for poor service or lack of service. The employees are friendly and very professional. All our employees are identified with badges on uniforms, name tags, and company Logo on caps.

Nu Era Pest Control service over one hundred Apartment complexes here in the city of Memphis. We also service the city of Memphis Parks, Memphis, Light, Gas, and Water (MLGW), Shelby County Airport Authority (MSCAA) as well as numerous homeowners (residential) and many small businesses. We believe that our prices are fair with the Memphis market and surrounding area. Integrity is a must with **Nu Era** Pest Control and by no means will we compromise the integrity of pest control service at any given time. **Nu Era** Pest Control is licensed, insured, and bonded through the state of Tennessee.

Thank you, for your consideration,


Marvaye Collins, CEO



Minimum Requirements Outline

- I.** Employees are certified through the State of Tennessee to perform Pest Control Services.
- II.** Nu Era Abide by Title VI guidelines Equal Opportunity Employer
- III.** **Nu Era** Pest Control has 25 years in business experience, with and Employee (owner) of 30 years experience.
- IV.** All equipment, supplies, and chemicals are listed with safety data sheets. Insurance Certificates, bonding information, and LOSB information are listed as well.



Nu Era Pest Control is licensed, insured, and bonded as the State of Tennessee requires in both **Categories:**

I. General Pest Control Services (GRC)

II. Wood Destroying Organisms (WDO)

All insurance and bond are current to date.

Marvaye Collins, CEO



Nu Era Pest Control approach for accomplishing the best pest control services.

- We constantly evaluate the newest technology and are on top of regulations that affect customers' best interests.
- We are dedicated to customer satisfaction.
- We pride ourselves on our customer service, and the excellent response time of our technicians.
- We update the proficiency of our staff through ongoing classroom training programs that stress safety and technical expertise.
- Nu Era is a highly respected company that has been providing quality pest control services throughout the Mid-South since 1998.
- We stand behind our work. All of our service programs are backed by a written guarantee to ensure your satisfaction.

Marvaye Collins, CEO



TIME SCHEDULE FOR COMPLETION

NAME	TIME COMPLETED
1. Bartlett City Hall	30 Minutes
2. Bartlett City Hall Annex	30 Minutes
3. Bartlett Station Municipal Center	1 Hour 30 Minutes
4. Bartlett Public Library	1 Hour
5. Bartlett Performing Arts Center	45 Minutes
6. Police 911 Building	30 Minutes
7. Fire Station #1	20 Minutes
8. Fire Station #2	20 Minutes
9. Fire Station #3	20 Minutes
10. Fire Station #4	20 Minutes
11. Fire Station #5	20 Minutes
12. Singleton Community Center	45 Minutes
13. Public Works Fleet Services	20 Minutes
14. Public Works Administration	30 Minutes
15. Public Works Maintenance Bldg	20 Minutes
16. Public Works Grounds Maintenance	20 Minutes
17. Public Works Animal Shelter	30 Minutes
18. Public Works Solid Waste Complex	20 Minutes
19. Water Treatment Plant #1	20 Minutes
20. Water Treatment Plant #2	20 Minutes
21. Water Treatment Plant #3	20 Minutes
22. Water Treatment Plant #4	20 Minutes
23. Wastewater Treatment Plant	20 Minutes
24. Parks Dept. Maintenance	20 Minutes
25. Gotten House	20 Minutes
26. Senior Citizen Center	30 Minutes
27. Municipal Park (restrooms)	10 minutes
28. W. J. Freeman Park (pavilion)	10 Minutes
29. W. J. Freeman Park (concessions/restrooms)	15 Minutes

30. Ellendale Park (concessions/restrooms)	15 Minutes
31. Deermont Park (concessions/restrooms)	15 Minutes
32. Applying Ball Complex (concessions)	15 Minutes
33. Freeman Smith Park (pavilion)	10 Minutes
34. Bartlett Criminal Justice Center	40 Minutes
35. Police Storage Building	10 Minutes

**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location

Contact

Phone

Monthly Fee

Annual Fee

3BARTLETT PUBLIC LIBRARY

386-8968

	Bartlett Public Library Stage Road Bartlett, TN 38134	5884	\$50.00	\$600.00
	Subtotal		\$50.00	\$600.00
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		\$150.00	
*	Treatment for "Carpenter Ants"		\$100.00	
*	Treatment for "Pharaoh Ants"		\$100.00	
*	Inspection for "Termites" (see requirements)		\$0.00	
*	Treatment for "Termites", if needed		\$3.00 per LNFT	

mu
mu

4BARTLETT CRIMINAL JUSTICE CENTER

Inspector Eric Leppanen 385-5500

1	Bartlett Criminal Justice Center 3730 Appling Road TN 38133	Bartlett,	\$75.00	\$900.00
2	Police Storage Building 3740 Appling Road TN 38133	Bartlett,	\$30.00	\$360.00
3	Police 911 Building Appling Road 38133	3736 Bartlett, TN	\$60.00	\$720.00
	Subtotal		\$165.00	\$1980.00
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		\$150.00	
*	Treatment for "Carpenter Ants"		\$100.00	
*	Treatment for "Pharaoh Ants"		\$100.00	
*	Inspection for "Termites" (see requirements)		\$0.00	
*	Treatment for "Termites", if needed		\$3.00 per LNFT	

SC

SC

SC

**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location

Contact

Phone

Monthly Fee

Annual Fee

1 BARTLETT CITY HALL AND ANNEX

**Donald Stringfellow
Donald Matthews**

**351-1084
314-6563**

1	Bartlett City Hall 6400 Stage Road Bartlett, TN. 38134	\$50.00	\$600.00
2	Bartlett City Hall Annex 6382 Stage Road Bartlett, TN. 38134	\$50.00	\$600.00
	Subtotal	\$100.00	\$1200.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

2 THE VENUE AT BARTLETT STATION

Megan Williams

380-4771

	The Venue at Bartlett Station 5868 Stage Road Bartlett, TN. 38134	\$80.00	\$960.00
	Subtotal	\$80.00	\$960.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location		Contact	Phone
		Monthly Fee	Annual Fee
10ENGINEERING		Jacob Gwyn	867-6112
1	Water Treatment Plant # 1 3585 Altruria Road Bartlett, TN 38135 (4 x per year)	\$30.00	\$360.00
2	Water Treatment Plant # 2 5727 Woodlawn Road Bartlett, TN 38134 (4 x per year)	\$30.00	\$360.00
3	Water Treatment Plant # 3 4751 Ardie Road Bartlett, TN 38135 (4 x per year)	\$30.00	\$360.00
4	Water Treatment Plant # 4 3183 Germantown Road Bartlett, TN 38133 (4 x per year)	\$30.00	\$360.00
5	Wastewater Treatment Plant 5258 Shelter Run Lane Bartlett, TN 38135	\$30.00	\$360.00
Subtotal		\$150.00	\$1800.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

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**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location		Contact	Phone
		Monthly Fee	Annual Fee
11 PARKS AND RECREATION		Jimbo Draffin	734-8140
1	Parks Dept. Maintenance 3179 North Germantown Rd. Bartlett, TN 38133	\$40.00	STW \$480.00
2	Gotten House 2969 Court Street Bartlett, TN 38134	\$40.00	STW \$480.00
3	Municipal Park (restrooms) 2975 Altruria Road Bartlett, TN 38135	\$20.00	STW \$240.00
4	Dixon Brewer Park (restroom) 5745 Woodlawn Bartlett, TN 38134	\$25.00	STW \$300.00
5	Shadowlawn Park (restroom/concessions) 4734 Shadowlawn Road Bartlett, TN 3802	\$25.00	STW \$300.00
6	W.J. Freeman Park (A. Keith McDonald Pavilion) 2900 Bartlett Blvd Bartlett, TN 38134	\$25.00	STW \$300.00
7	W.J. Freeman Park (gazebo) 2629 Bartlett Blvd Bartlett, TN 38134	\$25.00	STW \$300.00
8	W. J. Freeman Park (pavilion) 2627 Bartlett Rd. Bartlett, TN 38134	\$25.00	STW \$300.00
9	W. J. Freeman Park (concessions/restrooms) 2629 Bartlett Rd. Bartlett, TN 38134	\$25.00	STW \$300.00
10	Ellendale Park (concessions/restrooms) 3800 Greenleaf Bartlett, TN 38135	\$25.00	STW \$300.00
11	Deermont Park (concessions/restrooms) 6675 Deermont Bartlett, TN 38134	\$25.00	STW \$300.00
12	Appling Ball Complex (concessions) 3610 Appling Rd. Bartlett, TN 38135	\$25.00	STW \$300.00
13	Freeman Smith Park (pavilion) 4620 N. Brunswick Rd. Arlington, TN 38002	\$25.00	STW \$300.00
Subtotal		\$350.00	\$4200.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	

**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location		Contact	Phone
		Monthly Fee	Annual Fee
8 SINGLETON COMMUNITY CENTER		Cassi Montoya	385-5563
Singleton Community Center Third Rd. 38135	7266 Bartlett, TN	\$80.00	\$960.00
Subtotal		\$80.00	\$960.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

9 PUBLIC WORKS		Jessica Vaughan	385-5570
Public Works Fleet Services 7335 Yale Road 1 Bartlett, TN 38133		\$50.00	\$600.00
Public Works Fleet 3583 Altruria Road 2 Bartlett, TN 38135		\$40.00	\$480.00
Public Works Administration 3585 Altruria Road 3 Bartlett, TN 38135		\$40.00	\$480.00
Public Works Maintenance Building 3587 Altruria Road 4 Bartlett, TN 38135		\$40.00	\$480.00
Public Works Grounds Maintenance 7662 Highway 70 (Summer Ave.) 5 Bartlett, TN 38133		\$40.00	\$480.00
Public Works Animal Shelter 5220 Shelter Run Lane 6 Bartlett, TN 38135		\$45.00	\$540.00
Public Works Solid Waste Complex 5250 Shelter Run Lane 7 Bartlett, TN 38135		\$40.00	\$480.00
Subtotal		\$295.00	\$3540.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	

**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location		Contact	Phone
		Monthlv Fee	Annual Fee
		Asst Chief	Chip
		Webster	385-5536
6 FIRE DEPARTMENT			
1	Fire Station # 1 2939 Altruria Road Bartlett, TN 38134	\$40.00	\$480.00
2	Fire Station # 2 5996 Memphis-Arlington Road Bartlett, TN 38135	\$30.00	\$360.00
3	Fire Station # 3 7855 Memphis-Arlington Road Bartlett, TN 38133	\$30.00	\$360.00
4	Fire Station # 4 6875 Old Brownsville Road Bartlett, TN 38002	\$30.00	\$360.00
5	Fire Station # 5 3725 Brunswick Road Bartlett, TN 38133	\$30.00	\$360.00
Subtotal		\$160.00	\$1920.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	
7 SENIOR CITIZEN CENTER			
	Senior Citizen Center Woodlawn 38134	5727 Bartlett, TN	385-6432
		\$30.00	\$360.00
Subtotal		\$30.00	\$360.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	\$150.00	
*	Treatment for "Carpenter Ants"	\$100.00	
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

site visit
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**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location		Contact	Phone
		Monthly Fee	Annual Fee
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

**SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET**

Location		Contact	Phone
		Monthly Fee	Annual Fee
*	Treatment for "Pharaoh Ants"	\$100.00	
*	Inspection for "Termites" (see requirements)	\$0.00	
*	Treatment for "Termites", if needed	\$3.00 per LNFT	

ALL LOCATIONS - GRAND TOTAL

\$17,520.00

Sharon Maruaye Collins
Proposer Signature

8-14-2025
Date

EXHIBIT B

REFERENCES Nu Era Pest Control
Company Name (Proposer/Contractor)

References for three similar-sized and type of systems:

1. Company/Reference Name: Memphis Shelby County Airport Authority

Project Name and Type of Equipment Installed: General Pest Control Services (GRC)
Wood destroying Organisms (WDO)

Contact Name: Jerry Curle

Address: 2941 Winchester Rd Suite 113 Memphis TN 38

Phone: 901.922.0111 Email: JCurle@flymemphis.com

2. Company/Reference Name: Memphis Light Gas and Water

Project Name and Type of Equipment Installed: General Pest Control Services (GRC)
Wood destroying Organisms (WD)

Contact Name: Charles Barnes

Address: 220 South Main St Memphis TN 38103

Phone: 901.544.6500 Email: Charles.Barnes@mlgw.org

3. Company/Reference Name: City of Memphis Police Department

Project Name and Type of Equipment Installed: General Pest Control Services (GRC)
Wood destroying Organisms (WD)

Contact Name: Leon Hart

Address: 170 N Main Memphis TN 38105

Phone: 901.481.8564 Email: leon.hart@memphistn.gov

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



TN Department of Agriculture
License & Certification Card



008551



DHARRON MARVAYE COLLINS
8843 RIVER HOLLOW DRIVE
CORDOVA, TN 38106



TN Department of Agriculture
Commercial Certification Card



072156

PATRICIA COLLINS
8843 RIVER HOLLOW DRIVE
CORDOVA, TN 38106

RUP Categories expire:

07:6/30/2026

License Categories expire 6/30/2025

ERC: 2025 WDO: 2025

This person is licensed and certified by the State of Tennessee to use, buy or supervise the use of restricted use pesticides in the category(s) listed. Check your point status at: <https://agriculture.tn.gov> If this card is lost or stolen, call (615) 837-5148.

RUP Categories expire on:

C07:6/30/2026

This person has been certified by the State of Tennessee to use, buy or supervise the use of restricted use pesticides in the category(s) listed. Persons selling RUP's must be certified in Category 12. You may check the status of your points at <https://agriculture.tn.gov>. If this card is lost or stolen, call (615) 837-5148.



List of Equipment Pest Control Services

1. 5- Termite Rigs
2. 15- B & G Tanks
3. 5- Dewalt Drills
4. 5- Fog Machines
5. 15- Safety Goggles
6. 15- Bait Guns
7. 15- Spill Kits (safety)
8. 2-Electric Power Duster
9. 5- Pick axes
10. 1-Actisol Machine
11. 15- Tool Belts
12. 15- Bulb Dusters
13. 15-Bellow Dusters
14. 15-Flash Lights
15. 10-Measuring Wheels
16. 10-Scott Granule Spreaders
17. 5-Ford Transits van
18. 3-Ford F150 Pickup trucks
19. 2-F250 Flat bed pickup truck
20. 1-Dodge Ram pickup truck
21. 2-Dodge Caravans



Nu Era Pest Control is in compliance with the Title VI guidelines. All employees here at Nu Era start \$17.00 per hour or salary. Nu Era do not discriminate on the basis of race, color, or national origin.

Marvaye Collins, CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2025

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

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

PRODUCER Page Chaffin and Riggins 8122 Walnut Run Cordova, TN 38018	CONTACT NAME: Vicki Black PHONE (A/C, No. Ext): (901) 755-5526 FAX (A/C, No.): (901) 755-5506 E-MAIL ADDRESS: Vicki@pcrins.com
INSURED Nu Era Enterprises, Inc., DBA: Nu Era Pest Control P O Box 9872 Memphis, TN 38190	INSURER(S) AFFORDING COVERAGE INSURER A: Republic-Vanguard Insurance Company 40479 INSURER B: Accident Fund Insurance Co of America 10166 INSURER C: State Automobile Mutual Insurance Co. 25135 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL254706244 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 ☒ Pollution \$1,000,000 Occur. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	Y	RGL1069818-00	4/9/2025	4/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Errors & Omissions \$ 1,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		10168885CA	4/9/2025	4/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X		Excluding Business Auto & Workers Compensation RUM1070929-00	4/9/2025	4/9/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	AF WCP 100112864 02	4/9/2025	4/9/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

For Insurance Purpose Only

CERTIFICATE HOLDER vendorshieldsupport@yardi.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Clark Kelman/VB
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ACORD 25 (2014/01)
INS025 (2014/01)

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EXHIBIT C

PUBLIC ACTS 109 FORM
PUBLIC ACTS 2017, CHAPTER 817

"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 Acts of 2017, Chapter 817 can be found on the Tennessee Secretary of State's website:

<https://tnsos.org/acts/PublicActs.109.php>

Nu Era Pest Control
Company Name (Proposer/Contractor)



Print Name Dharron M Collins
Signed Dharron M. Collins
Title President

Subscribed and sworn before me this 13th day of August, 2025.

Signed Chaundre P. Crawford Print Name Chaundre P. Crawford

Title Operation Manager

My commission expires: January 3, 2028.

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

EXHIBIT A

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND
AFFIDAVIT**

Comes, Dharron M Collins for and on
(Printed name of Principal Officer of Company)
behalf of Nu Era Pest Control,
(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.

Dharron M. Collins
Signature
CEO
Title:

Sworn to and subscribed before me, a Notary Public, this 13th day of
August, 2025.

Chaundee P. Crawford
Notary Public

My Commission Expires: January 3, 2028



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Nu Era Enterprises, Inc DBA Nu Era Pest Control

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
3206 South Third St

City, state, and ZIP code
Memphis TN 38109

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

2	0	-	4	1	2	5	4	4	0
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Maryanne Collins* Date ▶ 8-1-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXHIBIT A

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND
AFFIDAVIT**

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

behalf of Dart Services,
(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.

Robert Price
Signature
Manager
Title:

Sworn to and subscribed before me, a Notary Public, this 12 day of
August, 2025.

Andrea J. Rayman
Notary Public

My Commission Expires: _____



EXHIBIT B

REFERENCES

Dart Services
Company Name (Proposer/Contractor)

References for three similar-sized and type of systems:

1. Company/Reference Name: Gateway Baptist Church

Project Name and Type of Equipment Installed:

All Buildings

Contact Name: Shaun

Address: 4070 Macon Rd

Phone: 901-240-3343 Email: _____

2. Company/Reference Name: Natalie Rosenberg

Project Name and Type of Equipment Installed:

All properties

Contact Name: Natalie Rosenberg

Address: 1860 Poplar Estates Parkway

Phone: 901-213-1143 Email: Gfntrosenberg@bellsouth.net

3. Company/Reference Name: _____

Project Name and Type of Equipment Installed

Contact Name: _____

Address: _____

Phone: _____ Email: _____

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

EXHIBIT C

PUBLIC ACTS 109 FORM
PUBLIC ACTS 2017, CHAPTER 817

“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 Acts of 2017, Chapter 817 can be found on the Tennessee Secretary of State's website:

<https://tnsos.org/acts/PublicActs.109.php>

Dart Services

Company Name (Proposer/Contractor)

Print Name Robert Price

Signed Robert Price

Title Manager

Subscribed and sworn before me this 12 day of August, 2025.

Signed Andrea J. Rayman Print Name Andrea J. Rayman

Title Owner

My commission expires: _____



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

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location

Contact

Phone

Monthly Fee

Annual Fee

1 BARTLETT CITY HALL AND ANNEX

Donald Stringfellow
Donald Matthews

351-1084
314-6563

1	Bartlett City Hall 6400 Stage Road Bartlett, TN. 38134	150. ⁰⁰	1,800
2	Bartlett City Hall Annex 6382 Stage Road Bartlett, TN. 38134	100	1,200
	Subtotal	250. ⁰⁰	3,000. ⁰⁰
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	.25 per square foot	
*	Treatment for "Carpenter Ants"	3.25 per linear foot	
*	Treatment for "Pharaoh Ants"	3.25 per linear foot	
*	Inspection for "Termites" (see requirements)	4.75 per linear foot	
*	Treatment for "Termites", if needed	4.75 per linear foot	

2 THE VENUE AT BARTLETT STATION

Megan Williams

380-4771

	The Venue at Bartlett Station 5868 Stage Road Bartlett, TN. 38134	475. ⁰⁰	5700. ⁰⁰
	Subtotal	475. ⁰⁰	5700. ⁰⁰
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	.25 per sq ft	
*	Treatment for "Carpenter Ants"	3.25 per linear ft	
*	Treatment for "Pharaoh Ants"	3.25 per linear ft	
*	Inspection for "Termites" (see requirements)	4.75 per linear ft	
*	Treatment for "Termites", if needed	4.75 per linear ft	

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location

Contact

Phone

Monthly Fee

Annual Fee

3 BARTLETT PUBLIC LIBRARY

386-8968

	Bartlett Public Library Stage Road Bartlett, TN 38134	5884	125.00	1,500
	Subtotal		125.00	1,500
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		.25 per sq ft	
*	Treatment for "Carpenter Ants"		3.25 per linear ft	
*	Treatment for "Pharaoh Ants"		3.25 per linear ft	
*	Inspection for "Termites" (see requirements)		3.75 per linear ft	
*	Treatment for "Termites", if needed		3.75 per linear ft	

4 BARTLETT CRIMINAL JUSTICE CENTER

Inspector Eric Leppanen 385-5500

1	Bartlett Criminal Justice Center 3730 Appling Road TN 38133	Bartlett,	100 x 2	2400.00
2	Police Storage Building 3740 Appling Road TN 38133	Bartlett,	50 x 2	1200.00
3	Police 911 Building Appling Road 38133	3736 Bartlett, TN	85 x 2	2040
	Subtotal		470.00	5640.00
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		.25 per sq ft	
*	Treatment for "Carpenter Ants"		3.25 per linear ft	
*	Treatment for "Pharaoh Ants"		"	
*	Inspection for "Termites" (see requirements)		3.75 per linear ft	
*	Treatment for "Termites", if needed		"	

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location		Contact	Phone
		Monthlv Fee	Annual Fee
5BARTLETT PERFORMING ARTS CENTER		Myra Sellers	385-6440
	Bartlett Performing Arts Center 3663 Appling Road TN 38133	Bartlett,	
		125.00	1500.00
	Subtotal	125.00	1500.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	.25 per sq ft	
*	Treatment for "Carpenter Ants"	3.25 per linear ft	
*	Treatment for "Pharaoh Ants"	"	
*	Inspection for "Termites" (see requirements)	4.75 per linear ft	
*	Treatment for "Termites", if needed	"	

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location

Contact

Phone

Monthly Fee

Annual Fee

**Asst Chief
Webster**

Chip

385-5536

6 FIRE DEPARTMENT

1	Fire Station # 1 2939 Altruria Road Bartlett, TN 38134	85.00	1020.00
2	Fire Station # 2 5996 Memphis-Arlington Road Bartlett, TN 38135	85.00	1020.00
3	Fire Station # 3 7855 Memphis-Arlington Road Bartlett, TN 38133	85.00	1020.00
4	Fire Station # 4 6875 Old Brownsville Road Bartlett, TN 38002	85.00	1020.00
5	Fire Station # 5 3725 Brunswick Road Bartlett, TN 38133	85.00	1080.00
	Subtotal	425.00	5160.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	.25 per sq ft	
*	Treatment for "Carpenter Ants"	3.25 per linear ft	
*	Treatment for "Pharaoh Ants"	"	
*	Inspection for "Termites" (see requirements)	4.75 per linear ft	
*	Treatment for "Termites", if needed	"	

7 SENIOR CITIZEN CENTER

James Shivers

385-6432

	Senior Citizen Center Woodlawn 38134	5727 Bartlett, TN	125.00	1500.00
	Subtotal		125.00	1500.00
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		.25 per sq ft	
*	Treatment for "Carpenter Ants"		3.25 per linear ft	
*	Treatment for "Pharaoh Ants"		"	
*	Inspection for "Termites" (see requirements)		4.75 per linear ft	
*	Treatment for "Termites", if needed		"	

PROPOSAL PRICING SHEET

Location

Contact

Phone

Monthly Fee

Annual Fee

8 SINGLETON COMMUNITY CENTER

Cassi Montoya

385-5563

	Singleton Community Center Third Rd. 38135	7266 Bartlett, TN	375.00	4,500.00
	Subtotal		375.00	4,500.00
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		.25 per sq ft	
*	Treatment for "Carpenter Ants"		3.25 per linear ft	
*	Treatment for "Pharaoh Ants"		11	
*	Inspection for "Termites" (see requirements)		4.25 per linear ft	
*	Treatment for "Termites", if needed		11	

9 PUBLIC WORKS

Jessica Vaughan

385-5570

1	Public Works Fleet Services 7335 Yale Road Bartlett, TN 38133		225.00	2,700.00
2	Public Works Fleet 3583 Altruria Road Bartlett, TN 38135		225.00	2,700.00
3	Public Works Administration 3585 Altruria Road Bartlett, TN 38135		95.00	1,140.00
4	Public Works Maintenance Building 3587 Altruria Road Bartlett, TN 38135		95.00	1,140.00
5	Public Works Grounds Maintenance 7662 Highway 70 (Summer Ave.) Bartlett, TN 38133		95.00	1,140.00
6	Public Works Animal Shelter 5220 Shelter Run Lane Bartlett, TN 38135		95.00	1,140.00
7	Public Works Solid Waste Complex 5250 Shelter Run Lane Bartlett, TN 38135		95.00	1,140.00
	Subtotal		2,065.00	11,100.00
			PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders		.25 per sq ft	
*	Treatment for "Carpenter Ants"		3.25 per linear ft	

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location

Contact

Phone

Monthly Fee

Annual Fee

*	Treatment for "Pharaoh Ants"	3.25 per linear ft
*	Inspection for "Termites" (see requirements)	3.75 per linear ft
*	Treatment for "Termites", if needed	1

SB #FY2026-07-004 Pest Control Services - City Wide
PROPOSAL PRICING SHEET

Location		Contact	Phone
		Monthly Fee	Annual Fee
10ENGINEERING		Jacob Gwyn	867-6112
1	Water Treatment Plant # 1 3585 Altruria Road Bartlett, TN 38135 (4 x per year)	225.00	2700.00
2	Water Treatment Plant # 2 5727 Woodlawn Road Bartlett, TN 38134 (4 x per year)	95.00	1140.00
3	Water Treatment Plant # 3 4751 Ardie Road Bartlett, TN 38135 (4 x per year)	225.00	2700.00
4	Water Treatment Plant # 4 3183 Germantown Road Bartlett, TN 38133 (4 x per year)	95.00	1140.00
5	Wastewater Treatment Plant 5258 Shelter Run Lane Bartlett, TN 38135	95.00	1140.00
Subtotal		1470.00	8820.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	.25 per sq ft	
*	Treatment for "Carpenter Ants"	3.25 per linear ft	
*	Treatment for "Pharaoh Ants"	"	
*	Inspection for "Termites" (see requirements)	4.75 per linear ft	
*	Treatment for "Termites", if needed	"	

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location		Contact	Phone
		Monthly Fee	Annual Fee
11 PARKS AND RECREATION		Jimbo Draffin	734-8140
1	Parks Dept. Maintenance 3179 North Germantown Rd. Bartlett, TN 38133	85.00	1020.00
2	Gotten House 2969 Court Street Bartlett, TN 38134	125.00	1500.00
3	Municipal Park (restrooms) 2975 Altruria Road Bartlett, TN 38135	50 x 2	600.00
4	Dixon Brewer Park (restroom) 5745 Woodlawn Bartlett, TN 38134	50 x 2	600.00
5	Shadowlawn Park (restroom/concessions) 4734 Shadowlawn Road Bartlett, TN 3802	50 x 2	600.00
6	W.J. Freeman Park (A. Keith McDonald Pavilion) 2900 Bartlett Blvd Bartlett, TN 38134	50 x 2	600.00
7	W.J. Freeman Park (gazebo) 2629 Bartlett Blvd Bartlett, TN 38134	50 x 2	600.00
8	W. J. Freeman Park (pavilion) 2627 Bartlett Rd. Bartlett, TN 38134	50 x 2	600.00
9	W. J. Freeman Park (concessions/restrooms) 2629 Bartlett Rd. Bartlett, TN 38134	50 x 2	600.00
10	Ellendale Park (concessions/restrooms) 3800 Greenleaf Bartlett, TN 38135	50 x 2	600.00
11	Deermont Park (concessions/restrooms) 6675 Deermont Bartlett, TN 38134	50 x 2	600.00 -
12	Appling Ball Complex (concessions) 3610 Appling Rd. Bartlett, TN 38135	50 x 2	600.00
13	Freeman Smith Park (pavilion) 4620 N. Brunswick Rd. Arlington, TN 38002	50 x 2	600.00
	Subtotal	1310.00	9120.00
		PER TREAT. FEE	
*	Treatment for "Brown Recluse" spiders	1.25 per sq ft	
*	Treatment for "Carpenter Ants"	3.25 per linear ft	

SB #FY2026-07-004 Pest Control Services - City wide
PROPOSAL PRICING SHEET

Location

Contact

Phone

Monthly Fee

Annual Fee

*	Treatment for "Pharaoh Ants"	3.25 per linear ft
*	Inspection for "Termites" (see requirements)	4.75 per linear ft
*	Treatment for "Termites", if needed	"

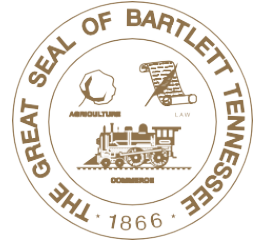
ALL LOCATIONS - GRAND TOTAL

57,480


Proposer Signature

8-12-24
Date

Board of Mayor and Aldermen
August 26, 2025



Item Memo

Consent Summary:

Recommend awarding bids to the following contractors:

Asphalt Paving Operations: Lehman-Roberts and Standard Construction

Pavement Markings: Traf-Mark

Reclamite Rejuvenator: Pavement Technology Inc.

HA5: Holbrook Asphalt Company.

Funds are available in Accounts 121.48121.278, 311.48311.780.456, and 311.48311.772.458.

Formal Body:

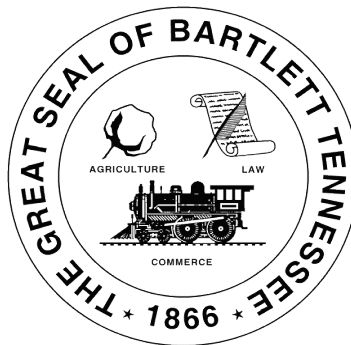
Attachments:

Bid document FY26 with appendices, bid tabulations with estimates, FY26-07-003 PAVEMENT MARKINGS bid book, PAVEMENT MARKINGS bid tab, updated map 8.19.25

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

DUE: August 12, 2025, no later than 2:00 p.m. (CST)

FY2026-07-002 Asphalt Paving Operations

ENGINEERING

The City of Bartlett Engineering Department is seeking bids for Asphalt Pavement through June 30, 2026.

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- TDOT section 405 Specification (TDOT spec pp288-295)	
- TDOT SP411CS/CF (2 pages)	
- TDOT SP405SS (10 pages)	

NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Tuesday, August 12, 2025**. Sealed bids are to be marked **“FY2026-07-002 Asphalt Paving Operations”** and addressed as follows:

**OFFICE OF THE MAYOR
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

For any questions, please contact **Becky Bailey, PE**, at bbailey@cityofbartlett.org or 901-385-6499.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Please quote prices on the attached pricing sheet

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

EMAIL

ADDRESS

PHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

DATE

GENERAL REQUIREMENTS

A. INTENT

The intent of this request is for the City of Bartlett Engineering Department to purchase Asphalt Paving Operations and Materials to be installed at specified locations on various streets, walking trails and parking lots in the City of Bartlett through June 30, 2026. This request also is to allow Bartlett Public Works to pick up asphalt at the plant to be used for street maintenance.

B. STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

C. GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

- All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
- Bidder shall include the signed pricing sheet along with the signed and notarized Public Acts forms.
- Bidder shall include a current, signed W-9 form (IRS Rev. March 2024)
- The City reserves the right to reject any and all bids.
- There is no guaranteed quantity or dollar amounts to be purchased against this bid.
- Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices.
- A Purchase Order will be issued to the successful vendor.
- All products delivered on an “as needed” basis to location as determined by the City of Bartlett Engineering Department.
- Work shall be completed between the hours of 7AM-4PM, Monday-Friday. Setup and cleanup can be done outside of these hours, but no bid items shall be paid outside of these hours unless prior request is made to the engineering inspector and the inspector can be available. Requests will be granted on a case by case basis.
- City of Bartlett will make the determination if weather is not appropriate for work on any day.

D. INSURANCE REQUIREMENTS

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

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

D.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

D.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

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

E. SAFETY, PROTECTION AND EMERGENCIES

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

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

E.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All Work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph D1 or D2 caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

E.3 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.

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

F. DRUG PROGRAM

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

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

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

New Employee (Post offer testing)

Employee being advanced in job or salary, or both

Random under U.S. DOT regulations (may also include alcohol test).

Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).

When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault, or when at fault is not evident

When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

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

- Alcohol (Ethyl)
- Amphetamines (e.g. Speed)
- Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- Cocaine
- Methaqualone (e.g. Quaalude)
- Opiates (e.g. Codeine, Heroin, Morphine, HyDromorphine, HyDrocodone)
- Phencyclidine (PCP)
- THC (Marijuana)
- Other illegal substances as requested by the City.

Note: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a Drug testing program for its employees at least as stringent as the government's program. See attached affidavit, (Page 13).

G. CLEANUP

Contractor is responsible for all clean-up of milled streets. Streets need to be cleaned by removing loose material and made ready for asphalt contractor to tack and install overlay over milled area within five working days.

H. HAUL

Contractor is responsible for hauling all milled material from the job site and disposing of the material in a correct fashion. For payment purposes, weighing of the milled material will be required with certified tickets provided to the City from a state certified scale.

I. MILLING

The paving contractor shall coordinate and schedule the milling operation on the various streets in order to ensure that the areas milled will be paved within 7 calendar days, weather permitting. Unless approved by the Engineer, **any area not paved within this 7 day period shall be subject to a penalty of \$200.00 per day to be paid by the paving contractor.** Penalty will be assessed against the invoices received from the paving contractor.

J. UTILITY ADJUSTMENT

Contractor will be responsible for all utility manholes and/or valve box adjustments associated with the milling. Removal of risers and adjustment of castings will be performed by contractor. **The City of Bartlett Standard Specifications have recently been updated to require SIGMA valve boxes and SIGMA drain and sewer manhole tops. SIGMA risers are specified for drain, sewer and water valve risers. Risers will not be supplied by the City of Bartlett. These will be provided and set to grade, by the Contractor.** See the current City of Bartlett Standard Specifications, available on the City of Bartlett website for more details.

The contractor shall be charged **\$100.00** for each water valve box that is damaged. This penalty will be deducted from invoices at time received from contractor.

K. TRAFFIC CONTROL

The contractor is responsible for all traffic control. Traffic control will not be paid for separately but shall be included in the unit prices of the various items on the bid sheet. Coordination of traffic control between the milling processes and overlay is the responsibility of the contractor. The contractor shall put out cones or barricades in low spots after milling/digging patches so traffic doesn't unexpectedly drive through these areas.

L. COORDINATION

All coordination between the milling and paving will be the responsibility of the general paving contractor providing the bid. Milling and paving activities will not be separated by more than 7 calendar days. **If that time frame is not maintained, a \$200.00 per day penalty will be assessed against the paving contractor.** This is to assure a continual project keeping the construction inconvenience to a minimum.

M. WATER USAGE

The contractor will procure a water meter, free of charge, from Bartlett Public Works Department, located at 3585 Altruria Road. Contractor must meter any water used for this project with the Bartlett water meter so that usage can be documented by the Bartlett Water Department, for annual reporting. The water used will not be charged to the contractor.

N. BIDDING

Two unit prices are requested. Option 1 shall be fixed unit prices for the full contract term. Option 2 unit prices shall be adjusted (when applicable) by the “Basic Bituminous Materials Index.” See SP109B (on the following page) for more information about the indexed unit prices. Bidders are asked to submit bids on all items for option 2, even if the price is the same as for option 1. Bidders may submit bids for only the work they would like to be considered for, and leave other items blank.

O. AWARD OF BIDS

The Contract will be awarded to responsible Bidders on the Basis of the lowest and/or best Bid submission. Multiple bidders may be awarded for some items. The Contract will require the completion of the work according to the Contract Documents.

End of General Requirements

SP109B

SP109B

Page 1 of 3

S T A T E

O F

T E N N E S S E E

(Rev. 05-16-16)

January 1, 2021

(Rev. 04-01-19)

(Rev. 11-08-19)

SPECIAL

PROVISION

REGARDING

**PAYMENT ADJUSTMENT FOR BITUMINOUS
MATERIAL**

This Special Provision covers the method of payment adjustment for bituminous materials.

100% Virgin Bituminous Material

A payment adjustment will be made to compensate for increases and decreases of 5% or more in the contractor's bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under "Payment Adjustment for Bituminous Material" and calculated as described herein:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is **\$601.54** per ton.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. A payment adjustment shall be made provided the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

Where the price index varies 5% or more, the payment adjustment will be made as follows: $PA = [Ic -$

$Ib] \times T$

Where:

PA = Price Adjustment for Adjustment Month
Ib = Basic Bituminous Material Index

Ic = Monthly Bituminous Material Index

T = Tons bituminous material for Adjustment Month

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be

made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material used after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", will **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Ic - Ib] \times T$$

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Icd - Ib] \times T$$

Where:

PA = Price Adjustment for Adjustment Month Ib =
Basic Bituminous Material Index

Ic = Monthly Bituminous Material Index

Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)

T = Tons

FOR REFERENCE ONLY

SiteManager calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

-tack coats and shoulder sealants (e.g. SS-1, SS-1h, CSS-1, Css-1h)	63% residue
-prime coats (e.g. AE-P)	54% residue
-scrub seals and microsurfacing (e.g. CQS-1HP)	65% residue
-chip seals (e.g. CRS-2, CRS-2P)	69% residue
-hot in-place recycle (ARA-3P)	63% residue

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more from the "Basic Bituminous Material Index" indicated in this Special Provision.

Where the price index varies 5% or more, the payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times [BA - RA] \times Tm \ 100$$

PA =	Price Adjustment for Adjustment Month Ib = Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material containing RAP provided after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", shall **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material containing RAP shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

$$PA = \frac{[Ic - Ib] \times [BA - RA] \times Tm}{100}$$

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

$$PA = \frac{[Icd - Ib] \times [BA - RA] \times Tm}{100}$$

Where:

PA =	Price Adjustment for Adjustment Month Ib = Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

s.s.

County of _____)

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

(1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's Drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed _____

Title _____

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

Signed _____

Title _____

My commission expires: _____, 20 _____.

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name _____

Signed _____

Title _____

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

Notary

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotate, Title 12, Chapter 4, Part 1.”

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.775.php) PublicActs.775.php.

Print Name _____

Signed _____

Title _____

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

Notary

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____

Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

_____ I have reviewed this request and have decided NOT to provide the requested information.

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____

3. How is Title VI information disseminated to new/current employees? _____

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts. _____

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts? _____

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to be submitted on Supplier's Letterhead:

_____ assures that no person on the grounds of race, color,
Company Name

national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and
from participation in, be denied the benefits of, or be otherwise subjected to
discrimination under any program or activity receiving Federal financial assistance from
the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the
best of my knowledge and believe it to be true and correct.

Signature - Name of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:

Lori Von Bokel-Amin , Chief Human Resources Officer
City of Bartlett; 901-385-6430

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

STANDARD PRODUCT BID
FY2025-07-002 ASPHALT PAVING OPERATIONS
Summer 2025 through June 30, 2026

411-D HOT MIX (IN PLACE) shall include all necessary labor, equipment and materials required for mixture preparation, transportation, surface preparation, tack or prime coats, spreading, leveling and compaction of the asphalt to a finished thickness of 1 to 1.5 inches thick in the areas specified, utility adjustments and clean up. Streets to be paved are indicated on the Paving Plan. Work shall be accomplished in accordance with the applicable portions of section 407 of the latest edition of the TDOT Standard Specifications for Road and Bridge Construction. Asphalt shall meet the requirements of section 411 of the TDOT Standard Specifications for 411-D mix. The paving contractor shall coordinate and schedule any milling operations in order to ensure that the areas milled will be paved within seven (7) calendar days, weather permitting. Unless otherwise approved by the Engineer, **any area not paved within this seven (7) day period shall be subject to a penalty of \$200.00 per day, to be paid by the paving contractor, until the milled surfaces are overlaid.** Penalty will be assessed against the invoices received from the paving contractor. The total tons includes 500 tons for Developer streets. The Developer streets have not been determined at this time and may not be required at all. The City of Bartlett streets to be overlaid are subject to change. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 411-D paving shall be paid at the contract unit bid price per ton, **411-D HOT MIX (IN PLACE)**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request. **Estimated tonnage is 2,300 tons (City) + 500 tons (Developer).**

Note: Estimated Tonnage may vary based on budgetary constraints.

411-D HOT MIX (IN PLACE) FOR PARKING LOTS shall include all necessary labor, equipment and materials required for mixture preparation, transportation, surface preparation, tack or prime coats, spreading, leveling and compaction of the asphalt to a finished thickness of 1 to 1.5 inches thick in the areas specified, utility adjustments and clean up. Work shall be accomplished in accordance with the applicable portions of section 407 of the latest edition of the TDOT Standard Specifications for Road and Bridge Construction. Asphalt shall meet the requirements of section 411 of the TDOT Standard Specifications for 411-D mix. The paving contractor shall coordinate and schedule any milling operations in order to ensure that the areas milled will be paved within seven (7) calendar days, weather permitting. Unless otherwise approved by the Engineer, **any area not paved within this seven (7) day period shall be subject to a penalty of \$200.00 per day, to be paid by the paving contractor, until the milled surfaces are overlaid.** Penalty will be assessed against the invoices received from the paving contractor. The City of Bartlett parking lots to be overlaid are subject to change. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 411-D paving shall be paid at the contract unit bid price per ton, **411-D HOT MIX (IN PLACE) FOR PARKING LOTS**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request. **Estimated tonnage is not determined at this time and may vary based on budgetary constraints. Possible locations with estimates listed below:**

- Bartlett Performing Arts and Conference Center (BPACC) – 3663 Appling Road
- . Mill and pave - 9,843 SY (812 tons)

- Public Works 3585 Altruria. – 22,000 SY (1,800 tons) may require FDR in some areas
- Public Works Solid Waste – 20,380 SY, will likely require FDR on 11,000 SY
- Davies Plantation Park parking lot, 8,600 SY (710 tons)
- These parking lot locations are not confirmed yet and may not be paved.
- Other parking lots could be requested this fiscal year.

Bidders of this item are requested to submit bids for all items on the bid form required to patch, mill, crack seal, and overlay a parking lot, including CTB and CR610 patching, as these items could be required in parking lots. If bidders do not want to patch and overlay city streets, they may leave those items blank and can be awarded work in parking lots only.

411-D HOT MIX (IN PLACE) FOR WALKING TRAILS shall include all necessary labor, equipment and materials required for mixture preparation, transportation, surface preparation, tack or prime coats, spreading, leveling and compaction of the asphalt, placed approximately 2” thick for a finished thickness of 1.5 inches thick in the areas specified, and clean up. Work shall be accomplished in accordance with the applicable portions of section 407 of the latest edition of the TDOT Standard Specifications for Road and Bridge Construction. Asphalt shall meet the requirements of section 411 of the TDOT Standard Specifications for 411-D mix. Walking trails are 8’ wide but may have short sections as narrow as 6’ wide. The City of Bartlett walking trails to be overlaid are subject to change. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 411-D paving shall be paid at the contract unit bid price per ton, **411-D HOT MIX (IN PLACE) FOR WALKING TRAILS**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request. **Expected locations listed below:**

- Blue Lagoon (8/10 mile)
- Davies Plantation (6/10 mile)
- A.E. Beaty (3/10 mile, a small section of this trail is only 6’ wide)
- W.J. Freeman (9/10 mile total, but some portions will not be overlaid) and 530 LF near tennis courts will need to be milled 1-3” by contractor.
- Ellendale Park (approximately 1,000 LF, widths vary from just under 6’ to 10’ at an intersection)

These walking trail locations are not confirmed yet. Other similar walking trails could be requested this fiscal year. With the exception of 530’ of the Freeman trail that will need milling, walking trails will be prepared by City of Bartlett Parks Department, if tree roots need to be removed, and patched to grade with CR-610.

411-D HOT MIX (PICKED UP AT PLANT) shall include all necessary labor, equipment and materials required for mixture preparation and pick up at the plant by City of Bartlett Public Works maintenance crews throughout the year. Asphalt shall meet the requirements of section 411 of the latest edition of the TDOT Standard Specifications for Road and Bridge Construction for 411-D mix. Payment shall be made at the contract unit bid price per ton **411-D HOT MIX (PICKED UP AT PLANT)**, as evidenced by weigh tickets provided to Public Works at time of pick up. **Estimated tonnage is 600 tons.**

307-C HOT MIX (IN PLACE) shall include all necessary labor, equipment and materials required for mixture preparation, transportation, surface preparation, tack or prime coats, spreading, leveling and compaction of the asphalt to the thickness and area as specified, utility adjustments and clean up. For new streets, a 2" compacted lift is required. Prior to placement on new streets, the gravel or soil cement base shall be shaped to the required grades and cross sections. For parking lots, a 3" compacted lift is required. Work shall be accomplished in accordance with the applicable portions of section 407 of the latest edition of the TDOT Standard Specifications for Road and Bridge Construction. Asphalt shall meet the requirements of section 307 of the TDOT Standard Specifications for 307-C mix. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 307-C paving shall be paid at the contract unit bid price per ton, **307-C HOT MIX (IN PLACE)**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request.

307-C HOT MIX (PATCHING) shall include all necessary labor, equipment and material required to excavate existing asphalt and base to the area and depths specified (normally 3 to 4 inches), removal and proper disposal of the excavated material from the job site; delivery, placement and compaction of the asphalt patching; utility adjustment and clean up. Areas to be patched are marked by the City. The compacted finished surface of the patch shall match the surrounding asphalt surface. Asphalt shall meet the requirements of section 307 of the current edition of the TDOT Standard Specifications for Road and Bridge Construction for 307-C mix. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 307-C patching shall be paid at the contract unit bid price per ton, **307-C HOT MIX (PATCHING)**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request. **Estimated tonnage is 2,300 tons.**

307-C HOT MIX (PATCHING SUBDIVISION STREETS) shall include all necessary labor, equipment and material required to excavate existing asphalt and base to the area and depths specified (normally 3 to 4 inches), removal and proper disposal of the excavated material from the job site; delivery, placement and compaction of the asphalt patching; utility adjustment and clean up. This work is to be accomplished in subdivisions that are not 100% complete and have not had the final lift of asphalt installed. The City will provide the contractor a list of the streets where the repairs are to be made. These streets are deemed hazardous to the public and, as such, requires the contractor to coordinate with the City and perform the necessary work within 14 days of notice. Areas to be patched are marked by the City. The compacted finished surface of the patch shall match the surrounding asphalt surface. A surface lift of asphalt will not be installed. Asphalt shall meet the requirements of section 307 of the current edition of the TDOT Standard Specifications for Road and Bridge Construction for 307-C mix. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 307-C patching shall be paid at the contract unit bid price per ton, **307-C HOT MIX (PATCHING SUBDIVISION STREETS)**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request. **Estimated tonnage is 500 tons.**

307-C HOT MIX (FINISH PATCHING) shall include all necessary labor, equipment and material required to excavate existing asphalt and base to the area and depths specified (normally 3 to 4 inches), removal and proper disposal of the excavated material from the job site; delivery, placement and compaction of the asphalt patching; utility adjustment and clean up. Areas to be patched are marked by the City. This patching item will be used as needed on roads that are not slated for overlay. The compacted finished surface of the patch shall match the surrounding asphalt surface. Asphalt shall meet the requirements of section 307 of the current edition of the TDOT Standard Specifications for Road and Bridge Construction for 307-C mix. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. 307-C finish patching shall be paid at the contract unit bid price per ton, **307-C HOT MIX (FINISH PATCHING)**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request. **Estimated Tonnage is not known at this time.** Some finish patching may be required on the streets listed on this contract in the sections for scrub seal, chip seal as well as others that may receive another surface treatment later in the year. In addition, larger failures that arise could be requested throughout the year. None are currently known.

THIN MILL shall include all necessary labor, equipment and materials required to mill existing asphalt to the depths and area specified; utility adjustments; removal of the milled asphalt from the project and clean up. Streets to be thin milled are indicated on the paving plan. Thin mill involves the leveling of patches and other bumps to provide a smooth surface for the asphalt overlay. Corners with wheelchair ramps will be milled one (1) inch deep at the curb for the length of the ramp curb and feathered out to zero (0) depth at 8 feet. This milling at the ramps is so as to provide a flush finish at the ramp for the overlay. Thin mill also includes a 1" deep transverse pass across the full width of the roadway, to allow for a smooth transition at the termini of the milling/paving areas. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. Thin mill shall be paid at the contract unit bid price per ton, **THIN MILL**, as evidenced by weigh tickets. Weigh tickets must be presented at time of payment request. **Estimated tonnage is 365 tons.**

STANDARD MILL shall include all necessary labor, equipment and materials required to mill existing asphalt to the depths and area specified; utility adjustments; removal of the milled asphalt from the project and clean up. Streets to be standard milled are indicated on the paving plan. Standard mill involves milling to a depth of 1 to 3 inches (depending upon existing asphalt thickness) at the curb and feathering out to 0 inches at 8' on most subdivision streets, 24' on arterial streets. Standard mill also includes a transverse pass (approximately 1" deep) across the full width of the roadway, to allow for a smooth transition at the termini of the milling/paving areas. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. Standard mill shall be paid at the contract unit bid price per ton, **STANDARD MILL**, as evidenced by weigh tickets. Weigh tickets must be presented at time of payment request. **No standard milling tons are estimated for this project, but this item will be requested at engineering department discretion.**

ADJUSTMENT OF WATER VALVES shall include all necessary labor, equipment and materials required to adjust existing water valve roadway box rings and covers to finished grades. This does not include any adjustments required to facilitate milling and paving operations where no additional rings are added since those adjustments are included in the unit bid price for asphalt and milling. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. Adjustment of water valve roadway box rings and covers shall be paid at the unit bid price per each, **ADJUSTMENT OF WATER VALVES**, complete and in place.

ADJUSTMENT OF MANHOLES shall include all necessary labor, equipment and materials required to adjust existing manhole (drain or sewer) rings and covers to finished grades. This does not include any adjustments required to facilitate milling and paving operations where no additional rings are added since those adjustments are included in the unit bid price for asphalt and milling. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. Adjustment of manhole rings and covers shall be paid at the unit bid price per each, **ADJUSTMENT OF MANHOLES**, complete and in place.

RECYCLED CONCRETE AGGREGATE (RCA) DEEP PATCHING shall include all necessary labor, equipment and material required to excavate below the existing patch excavation and base to the area and depths agreed upon by the contractor and City inspector, removal and proper disposal of the excavated material from the job site; delivery, placement and compaction of the RCA; utility adjustment and clean up. This item is to be used as needed when subsurface conditions require a patch that is deeper than a standard 4" patch and this method of repair has been agreed upon by the contractor and the City inspector. Surface elevation of the completed RCA deep patch will be 3" below the existing surface to allow the patch to be completed with a 307-C hot mix patch, which shall be paid separately under **307-C HOT MIX (PATCHING) or 307-C HOT MIX (FINISH PATCHING)**. If hot mix patching is to be delayed, the RCA will be installed to match the existing asphalt surface and the top 3" removed when hot mix patching is to be performed. RCA shall meet the requirements of section 907-05c of the current edition of the TDOT Standard Specifications for Road and Bridge Construction. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. RCA shall be paid at the contract unit bid price per ton, **RECYCLED CONCRETE AGGREGATE (RCA) DEEP PATCHING**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request.

CEMENT TREATED BASE (CTB) DEEP PATCHING shall include all necessary labor, equipment and material required to excavate below the existing patch excavation and base to the area and depths agreed upon by the contractor and City inspector, removal and proper disposal of the excavated material from the job site; mixture preparation, delivery, placement, compaction and protection of the CTB; utility adjustment and clean up. This item is to be used as needed when subsurface conditions require a patch that is deeper than a standard 4" patch and this method of repair has been agreed upon by the contractor and the City inspector. Surface elevation of the completed CTB deep patch will be 3" below the existing asphalt surface to allow the patch to be completed with a 307-C hot mix patch, which shall be paid separately under **307-C HOT MIX (PATCHING) or 307-C HOT MIX (FINISH PATCHING)**. CTB shall meet the requirements of section 309 – Aggregate-Cement Base Course of the current edition of the TDOT Standard Specifications for Road and Bridge Construction. CTB shall be allowed to cure in accordance with section 304 of the TDOT Standard Specifications before completing the patch with asphalt. The CTB patch shall be protected from traffic during the curing process. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. CTB shall be paid at the contract unit bid price per ton, **CEMENT TREATED BASE (CTB) DEEP PATCHING**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request.

CR-610 DEEP PATCHING shall include all necessary labor, equipment and material required to excavate below the existing patch excavation and base to the area and depths agreed upon by the contractor and City inspector, removal and proper disposal of the excavated material from the job site; delivery, placement and compaction of the CR-610; utility adjustment and clean up. This item is to be used as needed when subsurface conditions require a patch that is deeper than a standard 4" patch and this method of repair has been agreed upon by the contractor and the City inspector. Surface elevation of the completed CR-610 deep patch will be 3" below the existing asphalt surface to allow the patch to be completed with a 307-C hot mix patch, which shall be paid separately under **307-C HOT MIX (PATCHING) or 307-C HOT MIX (FINISH PATCHING)**. If hot mix patching is to be delayed, the CR-610 will be installed to match the existing asphalt surface and the top 3" removed when hot mix patching is to be performed. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. CR-610 shall be paid at the contract unit bid price per ton, **CR-610 DEEP PATCHING**, as evidenced by delivery tickets signed by a City of Bartlett representative. Delivery tickets must be presented at time of payment request.

FULL DEPTH RECLAMATION WITH CEMENT (FDR) WITH 8% CEMENT shall be used when subgrades are found to be inadequate to satisfactorily support existing roadways or parking lots using patching techniques. Cores may be required to determine the composition of the pavement and subgrade. 3 FDR items are included on the bid form (8", 10", and 12"). Required depth will be determined by the engineer on a case by case basis. This item includes all necessary labor, equipment, material and transportation required to pulverize existing pavement, base and/or subgrade to the requested depth and mix it with 8% by volume cement quantity and water to produce a uniform base course for paving. Includes the protection of existing utility apertures and adjusting of same to final grade. FDR must cure for 7 days before paving over. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. **No FDR is estimated for this project, but this item will be requested at engineering department discretion.**

ADDITIONAL CEMENT shall include all necessary labor, equipment, material and transportation required to incorporate additional cement as required by the mix design, exceeding the standard 8%, into the FDR work. Payment will be only for that cement used greater than 8% since 8% is included in the price for **FULL DEPTH RECLAMATION (FDR) WITH 8% CEMENT**. Measurement shall be made by using the calculated weight of cement required for FDR with 8% cement and subtracting that from the total tons delivered as evidenced by delivery tickets. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of the contract. Additional cement shall be paid at the contract unit bid price per ton, **ADDITIONAL CEMENT**, as evidenced by delivery tickets signed by a City of Bartlett representative and the calculated 8% weight subtracted from the total weight. Delivery tickets must be presented at time of payment request. **No FDR is estimated for this contract but this item may be requested at the City's discretion.**

EXCESS EXCAVATION Shall include the removal and haul off of all excess material produced from FDR, in order to establish the required crown and finished grade at the edge of the roadway. This item shall be paid the unit price per ton, as evidenced by weigh tickets. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. **No FDR is estimated for this project, but this item will be requested at engineering department discretion.**

SCRUB SEAL shall include all necessary labor, equipment, hauling, and material required to apply a single layer scrub seal, that meets TDOT SP405SS specifications. Includes protection of utility apertures and adjustment of same to grade. In areas with curb and gutter, scrub seal shall be placed to the joint between the roadway and the toe of the gutter. Price includes protection of the gutter at/near the joint with the roadway, to 2" or less infiltration in the gutter. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. Roads that are scrub sealed will also receive a fog seal on the surface, which will be paid at the unit price for fog seal. Scrub seal shall be paid at the unit bid price per square yard **SCRUB SEAL** complete and in place. **Estimated Quantity: 60,000 SY. (Egypt Central from Billy Maher to Dalton Downs)**

CHIP SEAL (BITUMINOUS SURFACE TREATMENT) shall include all necessary labor, equipment, hauling, and material required to apply a double layer chip seal that meets TDOT section 405 specifications. Includes protection of utility apertures and adjustment of same to grade. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. This item shall be paid at the unit bid price per square yard **CHIP SEAL (BITUMINOUS SURFACE TREATMENT)** complete and in place. **Estimated Quantity: 67,000 SY on the following roads:**

- **Oak Road from Yale to Scepter**
- **Memphis Arlington from Oak to 5-way and from 5-way to US 70**
- **Centralia Road**
- **Appling Road from paving joint north of US 70 to Memphis Arlington**

FOG SEAL (TACK COAT) shall include all necessary labor, equipment, hauling, and material required to apply a fog seal coat over a double layer chip seal or scrub seal, that meets TDOT section 403 specifications. By bidding, the bidder acknowledges that quantities on the bid tab sheet are only an estimate and may increase or decrease during the performance of this contract. Fog seal shall be paid at the unit bid price per square yard **FOG SEAL (TACK COAT)** complete and in place. **Estimated Quantity: 127,000 SY. (all roads that are scrub or chip sealed)**

ROADWAY CRACK SEALING shall include all necessary labor, equipment, hauling, and material required to seal roadway cracks, as selected by City of Bartlett inspector. Crack sealing shall be accomplished in accordance with TDOT specifications (SP411CS/CF) and an approved sealant from TDOT's QPL (list 5, section C.) This item shall be measured and paid per **Pound** of sealant used, as measured by the city of Bartlett inspector. By bidding, the bidder acknowledges that locations and/or quantities are given for estimating purposes but may change (increase or decrease) during the performance of this contract. Crack sealing shall be paid at the unit bid price per pound **ROADWAY CRACK SEALING** complete and in place. **Estimated Quantity is unknown at this time. Roads to be crack sealed are all roads listed above, scheduled for chip seal and Dawnhill from Altruria to Kirby Whitten.**

CRACK SEALING WALKING TRAILS AND PARKING LOTS shall include all necessary labor, equipment, hauling, and material required to seal cracks on 8' wide walking trails and in parking lots, as selected by City of Bartlett inspector. Crafcro Roadsaver 221-PN 34221 meeting ASTM 6690 Type 2 (D3405) or AASHTO 324 or prior approved equal shall be used. All cracks ¼" to 1 ½" in size shall be cleaned with air or pressure washed to remove dirt and vegetation and allowed to dry prior to filling with crack sealant. Cracks larger than 1 ½" will be cleaned and filled with asphalt sand mix to fill large voids prior to overlay. This item shall be measured and paid per **Linear foot** of cracks sealed, as measured by the city of Bartlett inspector. By bidding, the bidder acknowledges that locations and/or quantities are given for estimating purposes but may change (increase or decrease) during the performance of this contract. **CRACK SEALING WALKING TRAILS AND PARKING LOTS** complete and in place. **Trails and Parking Lots to be sealed are:**

- Blue Lagoon walking trail (8/10 mile)
- Davies Plantation parking lot and walking trail (6/10 mile)
- A.E. Beaty walking trail (3/10 mile)
- W.J. Freeman – portions of parking lot and walking trail (part of 9/10 mile trail)
- Ellendale Park walking trail (approx. 1,000 LF of trail)

Notes

- Type and location of all patches are to be determined by City of Bartlett Engineering Department Inspector.
- Traffic control shall be included in the price of each item and will not be paid separately.
- All work is to be completed by June 30, 2026.

PAVING PLAN LIST – The Following streets require overlay:

NAME	Desig	If not the entire length of the listed street		Length (ft)	pave tons	patch tons	thin mill tons
		From	To			100% of pave tons	
Charles Brown	Cv			428	148.03	148.03	49.34
Claredale	Dr	Haynes	west of Earlynn	1215	289.58	289.58	96.53
Country Lake	Dr	Haynes	midblock joint	125	41.25	41.25	13.75
Haynes	Rd	N of Stephanie	Jills Creek	1885	449.26	449.26	149.75
Stephanie	Cv			501	165.57	165.57	55.19

Area 1 totals 1093.69 1093.69 364.56

Doe Hollow	Dr			2735	647.75	647.75	0.00
Fox Bough	Ln			1065	280.35	280.35	0.00

Area 2 totals 928.10 928.10 0.00

Area 3

8th	Rd			1650	272.25	272.25	0.00
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total estimated quantities					2294.04	2294.04	364.56
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The actual streets to be paved may be revised by the City Engineer as needed and as required throughout the paving period, based on budget constraints and priorities.

BID TABULATION
FY2025-07-002 Asphalt Paving Operations
Summer 2025 through June 30, 2026

Item	Unit	Option 1 (Fixed)	Option 2 (index)
		Unit Price	Unit Price
411-D Hot Mix (In Place)	Ton		
411-D Hot Mix (in Place) for Parking Lots	Ton		
411-D Hot Mix (in Place) for Walking Trails	Ton		
411-D Hot Mix (Picked up at Plant)	Ton		
307-C Hot Mix (In Place)	Ton		
307-C Hot Mix (Patching)	Ton		
307-C Hot Mix (Patching Subdivision streets)	Ton		
307-C Hot Mix (Finish patching)	Ton		
Thin Mill	Ton		
Standard Mill	Ton		
Adjustment of water valves	Each		
Adjustment of Manholes (Drain or Sewer)	Each		
Recycled Concrete Aggregate (RCA)	Ton		
Cement Treated Base (CTB)	Ton		
CR-610	Ton		
8" Full Depth Reclamation (FDR) with 8% cement	SY		
10" Full Depth Reclamation (FDR) with 8% cement	SY		
12" Full Depth Reclamation (FDR) with 8% cement	SY		
Additional Cement	Ton		
Excess Excavation	Ton		
Scrub Seal	SY		
Chip Seal (Bituminous Surface Treatment), double layer	SY		
Fog Seal (tack coat)	SY		
Roadway Crack Sealing	LB		
Crack Sealing Parking Lots and Walking Trails	LF		

Note: SP109B Regarding Price Adjustment for Bituminous Material will apply to Option #2 only. The "Basic Bituminous Material Index" for this project is \$601.54 per ton, **July 2025**.

The actual streets to be paved and tonnage of asphalt and milling may be revised by the City Engineer as needed.

NOTICE OF AWARD

To:

Project Description: FY2026-07-002 Asphalt Paving Operations, option X

The OWNER has considered the BID submitted for the above described WORK in response to its Advertisement for Bids dated **July XX, 2025** and the bids received on **July XX, 2025**. _____, is hereby notified that your BID has been accepted for the following items:

Item	Unit	Option 1 (Fixed)	Option 2 (index)
		Unit Price	Unit Price
411-D Hot Mix (In Place)	Ton		
411-D Hot Mix (In Place) For Parking Lots	Ton		
411-D Hot Mix (in Place) for Walking Trails	Ton		
411-D Hot Mix (Picked up at Plant)*	Ton		
307-C Hot Mix (In Place)	Ton		
307-C Hot Mix (For Patching)	Ton		
307-C Hot Mix (Patching Subdivision streets)	Ton		
307-C Hot Mix (Finish patching)	Ton		
Thin Mill	Ton		
Standard Mill	Ton		
Adjustment of water valves	Each		
Adjustment of Manholes (Drain or Sewer)	Each		
Recycled Concrete Aggregate (RCA)	Ton		
Cement Treated Base (CTB)	Ton		
CR-610	Ton		
8" Full Depth Reclamation (FDR) with 8% cement	SY		
10" Full Depth Reclamation (FDR) with 8% cement	SY		
12" Full Depth Reclamation (FDR) with 8% cement	SY		
Additional Cement	Ton		
Excess Excavation	Ton		
Scrub Seal	SY		
Chip Seal (Bituminous Surface Treatment), double layer	SY		
Fog Seal (tack coat)	SY		
Roadway Crack Sealing	LB		
Crack Sealing Parking Lots and Walking Trails	LF		

***This item will be requested by the Public Works Department as needed.**

Notice of Award Continued on p.31

Notice of Award Continued from p.30

Vendor is required to return an acknowledged copy of this **NOTICE OF AWARD** and certificate of insurance to the City of Bartlett, (Engineering Department, 6382 Stage Road, Bartlett, TN 38134) before any work may be performed. All work must be completed by **June 30, 2026.**

CITY OF BARTLETT Authorized Signature _____

Print Name: David Parsons

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:
_____ this the ____ day of _____, 2025.

(Company Name)

Authorized Signature _____

Title _____

403.01

SECTION 403 – TACK COAT

403.01 Description.....	284
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403.04 Preparing the Surface.....	285
403.05 Applying Emulsified Asphalt.....	285
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DESCRIPTION

403.01 Description

This work consists of furnishing and applying emulsified asphalt to a previously prepared base or surface course to provide bond for a superimposed course.

MATERIALS

403.02 Bituminous Materials

Provide materials as specified in:

Emulsified Asphalt, SS-1, SS-1h, CSS-1, CSS-1h, TST-1P, CQS-1h, CQS-1hp, RS-1, CRS-1.....	904.03
Approved Trackless Tack.....	QPL

Apply tack coat at the temperature ranges specified in Table 403.02-1.

Table 403.02-1: Tack Coat Application Temperatures

Material	Temperature Range
SS-1, SS-1h, CSS-1, TST-1P, CQS-1h, CQS-1hp, and CSS-1h	70 to 160 °F
Approved Trackless Tack from the QPL	Per Manufacturer's Recommendation

Dilution of asphalt emulsion used for tack coat on hot mix asphalt paving projects after leaving the terminal is not allowed. Apply the emulsion as delivered from the terminal.

EQUIPMENT

403.03 Equipment

Provide a power broom, equipment for heating bituminous material, a pressure distributor meeting the requirements of **402.03**, and such other equipment and small tools as may be required to perform the work in a satisfactory manner.

403.04 Preparing the Surface

Prepare the designated surface as specified in **404.05**. Ensure that the surface is dry when applying tack coat.

403.05 Applying Emulsified Asphalt

A. Emulsified Asphalt

Immediately after cleaning the surface, apply emulsified asphalt with the pressure distributor at a rate, established by the Engineer, within the range of 0.05 to 0.10 gallons per square yard of applied emulsion. If the bituminous material is to be placed upon a milled surface, apply at a rate, established by the Engineer, within the range of 0.08 to 0.12 gallons per square yard of applied emulsion. When applying tack coat on freshly-placed asphalt, lower application rates may be permitted, provided a full coverage application is still achieved.

For slurry seal and microsurface, apply a tack coat of SS-1h, CQS-1h, or CQS-1hp emulsion. The tack coat shall consist of one part emulsion and three parts water. The application rate shall be 0.10 to 0.15 gallons per

403.05

square yard of the diluted emulsion. The Engineer will determine the actual application rate.

Protect the surfaces of trees and structures adjacent to the area being treated to prevent their being splattered or marred.

Allow the emulsified asphalt to break prior to paving the next course. Apply tack coat only so far in advance of the paving operations as is necessary to obtain this proper condition of tackiness. Protect the tack coat from damage until the next course is placed.

B. Test Strip

When setting up an initial roller pattern and density test strip for the first layer of asphalt mixture, prepare a tack coat test strip to demonstrate that the proposed equipment and methods will achieve proper application of tack coat.

For the test strip, apply the tack material at a rate of between 0.05 and 0.10 gallons of applied emulsion per square yard. If placing the bituminous material upon a milled surface, apply the tack material at a rate of between 0.08 and 0.12 gallons applied emulsion per square yard.

In all cases, ensure that the application will result in a minimum double overlap of the actual tack spray as it lands on the surface. Adjustment of the spray-bar and the nozzles may be necessary to achieve this minimum double overlap. Corn-rows or any other pattern that would result in less than double overlap coverage of the tack coat is not acceptable for the tack application. The goal is to have a very thin but uniform coating of asphalt left on the surface when the emulsion has broken.

Once the test strip has been demonstrated and approved by the Engineer, use the same procedure and application rates for the entire project or until another design is proposed and accepted.

C. Fog Sealing

When the Contract requires bituminous material for fog sealing of shoulders, provide emulsified asphalt meeting **403.02** or an item from QPL 40A. Apply diluted emulsified asphalt at a rate of 0.10 to 0.15 gallons per square yard based on a dilution rate of one part emulsified asphalt to one part water. This application may require two equal increments if run-off occurs.

405.01

SECTION 405 – BITUMINOUS SEAL COAT

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DESCRIPTION

405.01 Description

This work consists of constructing a bituminous seal coat consisting of one or more applications each of bituminous material and cover aggregate.

MATERIALS

405.02 Materials

Provide materials as specified in:

Mineral Aggregate, Size Nos. 7, 8, 78, 89	903.13
Mineral Aggregate	903.14
Emulsified Asphalt, CRS-2p	904.03

Apply seal coat at a temperature range of 60 to 140 °F.

EQUIPMENT

405.03 Equipment

Provide a power broom or other mechanical sweeping equipment, equipment for heating bituminous material, a pressure distributor meeting the requirements of **402.03**, two pneumatic-tire rollers, self-propelled mechanical aggregate spreading equipment that can be adjusted to spread accurately at the specified rate, and such other equipment and small tools as may be required to perform the work in a satisfactory manner.

CONSTRUCTION REQUIREMENTS

405.04 Limitations

Only apply bituminous material:

1. When the designated surface is dry, firm, and properly cured;
2. Between April 15 and October 1; and, unless otherwise directed,
3. When the ambient temperature in the shade and away from artificial heat is 70 °F or more.

405.05 Preparing the Designated Surface

Before placing seal coat, clean all surfaces to be sealed by sweeping with a motorized broom to remove any loose material. Clean depressions and cracks not reached by the power broom using hand brooms or pressurized air.

Remove pavement markers and adhesives. Abrade all types of existing pavement markings. Work shall be accomplished without the pavement being gouged or damaged and in a manner which ensures the bituminous treatment will adhere in all areas applied. Work shall be performed to the satisfaction of the Engineer.

Cover any utility installations to prevent adherence of the bituminous mixture. Suitable covering includes plywood disks, sand, craft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic. The cost for these adjustments shall be included in the bid price for other items.

405.06

The Plans will indicate whether the surface is to be constructed on a treated or untreated subbase, a granular base, an asphalt base, or on an existing surface. The surface of the base or sub-base upon which the construction is to be placed shall meet the requirements of the applicable Section of Part 3, Bases and Subgrade Treatments, of these Specifications.

Condition existing surface, if called for on the Plans, as specified in **407.10**.
Condition existing mineral aggregate base as specified in **310**.

Construct and maintain Prime Coat or Tack Coat, if shown on the Plans, as specified in **402** or **403**, respectively.

405.06 Application

A. Applying Bituminous Material

Have all equipment calibrated prior to starting work. The TDOT inspector shall be present during calibration to determine aggregate spread rate and distributor rates. Distributor trucks shall have proper calibration of spray equipment. Spray nozzles should be clean, properly angled, and appropriately sized for the desired application rate. Stop work if the distributor is not applying material properly, such as gaps in application or streaking.

Place a 500-foot test strip for the bituminous seal coat at the beginning of the project to assure proper coverage and proper equipment calibration. The test section is to verify break time of emulsion and chip retention. The test strip shall be able to carry normal traffic within 3 hours. If normal traffic cannot be carried, the emulsion shall be adjusted and another test strip is required.

At least 14 working days before the scheduled start of construction of any bituminous seal coat, submit a sample of aggregate intended for use for the determination of the appropriate application rates of bituminous material and aggregate. Apply emulsified asphalt by pressure distributor at a uniform rate in accordance with Table 405.06-I below. The exact rate will be established by the Engineer.

Table 405.06-1: Application Rates for Bituminous Material

Aggregate Size (per 903.22)	Aggregate Spread Rate (lb/yd ²)	Emulsion Shot Rate (gal/yd ²)
7	25 – 30	0.30 – 0.45
78	22 – 28	0.28 – 0.38
8	20 – 25	0.20 – 0.35
89	17 – 23	0.17 – 0.28

Before beginning each spread, place building paper across the roadway surface with the forward edge exactly coinciding with the end of the preceding covered spread. Start distributors on the paper, the width of which shall allow the full force of all nozzles to be in effect before the forward edge of the paper is reached. If required by the Engineer, also stop the spread on building paper. Remove the paper immediately after its use, and dispose of properly. Immediately correct all defects in application.

The length of spread of bituminous material shall not exceed that which trucks loaded with cover material can immediately cover.

The spread of bituminous material shall not extend more than 6 inches wider than the width covered by the cover material. Do not allow the bituminous material to chill or otherwise impair retention of the cover material.

Do not allow traffic on the bituminous material until it has been covered with mineral aggregate.

Treat areas that are inaccessible to the distributor with either hand sprays or pouring pots as directed by the Engineer.

B. Application of Double Bituminous Surface Treatment

1. First Application

Apply the first application of emulsified asphalt using pressure distributors at a uniform rate established by the Engineer within the range of 0.30 to 0.38 gallons per square yard. Apply each spread of bituminous material to not be more than 6 inches wider than the

width covered by the immediate spread of cover aggregate. Each width of spread shall not be less than half the surface to be treated.

Before beginning each spread, place building paper across the roadway surface with the forward edge exactly coinciding with the end of the preceding covered spread. Start distributors on the paper, the width of which shall allow the full force of all nozzles to be in effect before the forward edge of the paper is reached. If required by the Engineer, also stop the spread on building paper. Remove the paper immediately after its use, and dispose of properly. Immediately correct all defects in application.

Treat areas that are inaccessible to the distributor with hand sprays or pouring pots as directed by the Engineer.

If treating less than the full width of the roadway, do not spread the aggregate on the inside 6 inches of either the first or second application until the adjacent lane has been treated. Immediately following each application, uniformly cover the applied bituminous material with Size No. 7 mineral aggregate that is reasonably free of surface moisture.

Spread the aggregate at a rate between 24 and 30 pounds per square yard, as established by the Engineer, using a self-propelled mechanical spreader; except on short projects of $\frac{1}{2}$ mile in length or less, self-propelled mechanical spreading equipment will not be required. Back the truck on the aggregate being spread, without driving on or over uncovered bituminous material.

The length of bituminous material spread shall not exceed that which trucks loaded with cover material can immediately cover.

2. Second Application

Apply the second application of emulsified asphalt in the same manner as the first application, at a uniform rate established by the Engineer within the range of 0.20 and 0.35 gallons per square yard.

Spread mineral aggregate, Size No. 8, in the same manner as the first spread at a rate established by the Engineer within the range of 16 to 28 pounds per square yard.

Immediately after each spread of cover aggregate, broom to achieve uniform coverage. Use a power source, which is independent of the drive train that propels the equipment, to power the revolving brooms of mechanical sweeping equipment. Place additional aggregate by hand on thin or bare areas.

405.07 Spreading and Rolling Aggregate

A. Spreading

Immediately after bituminous material has been applied, no more than two minutes, spread and embed the mineral aggregate cover in the bituminous material. Spread the aggregate as close to the application of bituminous material as is practicable, and cover each distributor load applied immediately. Aggregates shall be moistened and visually damp at the time of placement.

Spread the aggregate in accordance with the rates specified in Table 405.06-1. The exact rate will be established by the Engineer. Back the truck on the aggregate being spread, without driving on or over uncovered bituminous material. If treating less than the full width of roadway, do not spread the aggregate on the inside 6 inches of the bituminous spread until the adjacent lane is treated. Immediately after spreading the aggregate, perform hand-brooming to achieve uniform coverage. Place additional aggregate by hand on thin or bare areas.

The speed of the spreader shall be such that the aggregates are not rolling over, and starting and stopping of the spreader is minimized. Use of previously used (swept) aggregates is not permitted.

B. Rolling – Bituminous Seal Coat

Immediately after distributing the aggregate, roll the entire surface by moving in a longitudinal direction, beginning at the outer edges and progressing toward the center of the roadway, with each trip of the roller overlapping the previous trip by half the width of the rear wheel. The amount and sequence of rolling shall be as directed by the Engineer. Complete the initial rolling of the aggregate within 1 hour after applying the bituminous material.

Use power brooms to correct irregularities by sweeping the aggregates from areas of thick or heavy distribution to areas of thin or light distribution. Then continue rolling until the aggregate is thoroughly

405.08

embedded in the bituminous material. The Engineer may require additional rolling at a later date. Redistribute excess or loose aggregate that was thrown out of place.

Slow moving traffic may use the section or roadway upon which the aggregate has been spread.

C. Rolling and Curing – Double Bituminous Seal Coat

Immediately after spreading and brooming the cover aggregate, roll the entire surface, beginning at the edges and progressing to the center. Begin rolling within 30 minutes after spreading the aggregate. The amount and sequence of rolling shall be as directed by the Engineer.

Allow the first application of bituminous material and aggregate to cure for as long as deemed necessary by the Engineer before beginning the second application.

For the second application of bituminous material and cover aggregate, repeat the same rolling and curing procedures as required for the first application.

The Contractor may allow slow-moving traffic to use sections of the roadway where the bituminous material has been covered with mineral aggregate.

405.08 Shoulders

Restore shoulders that have been disturbed by the Contractor's construction operations at no cost to the Department. Remove all objectionable material placed on the shoulders by the Contractor as directed by the Engineer.

Construct shoulders, when specified, as provided for under 208.

405.09 Maintenance and Protection

Maintain in a satisfactory condition each completed section of seal coat until the entire Project is complete. Maintenance shall include making repairs where failures occur, and maintaining the seal coat in a smooth uniform condition; and brooming, dragging, and rolling when required.

After the final application, maintain the work in a satisfactory condition for at least 10 calendar days. If all other requirements of the Contract have been fulfilled, the Department will not charge working time during the 10-day maintenance period against the Contract time.

For final cleanup, sweep up all excessive quantities of loose, dislodged cover aggregate that may have collected along the edge of the completed seal coat, and dispose of this material as directed by the Engineer.

COMPENSATION

405.10 Method of Measurement

The Department will measure Mineral Aggregate and Bituminous Material by the ton in accordance with 109. The Department may use net certified weights as a basis of measurement for mineral aggregate, subject to correction for aggregate that is lost, wasted, or otherwise not incorporated into the Work.

405.11 Basis of Payment

A. General

The Department will pay for accepted quantities of Bituminous Seal Coat, complete in place, at the contract prices as follows:

<i>Item</i>	<i>Pay Unit</i>
Bituminous Material	Ton
Mineral Aggregate	Ton

The Department will measure and pay for the work required to prepare the designated surface, as provided for under 405.05, in accordance with the applicable Section or Subsection under which the work is performed.

B. Adjustments

Specific Gravity. In cases where the Bulk SSD specific gravity of the mineral aggregate exceeds 2.80, the Department will adjust the tonnage of mineral aggregate for payment by multiplying the tonnage of mineral aggregate used by a specific gravity of 2.80 and dividing by the higher specific gravity

STATEOFTENNESSEE

(Rev 10-1-99)
(Rev 01-24-08)

January 1, 2021

SPECIAL PROVISIONREGARDINGFILLING CRACKS IN FLEXIBLE PAVEMENT

Description. This work shall consist of cleaning and filling existing longitudinal and transverse cracks having a width of 3/16 inch or greater in flexible pavements and shoulders.

Method of Application. All cracks shall be thoroughly cleaned with high pressure, dry compressed air removing all vegetation, debris, moisture and foreign materials, as directed by the Engineer. The sealant shall be applied to the crack with a pressure feed wand system immediately after cleaning at a temperature within the range recommended by the Manufacturer of the sealant. The sealant shall be applied using the flush fill method. The crack shall be filled level with the asphalt surface. Immediately after placement of the sealant, a v-shaped rubber squeegee shall be used to level all excess material above the asphalt surface. Any sealant above the asphalt surface must be feathered out as directed by the Engineer. The crack filling will only be allowed when both the air and pavement temperatures are within the tolerances recommended by the Manufacturer of the material.

Materials. The sealant shall be a **Hot-Poured Elastic Type Joint Sealer, Type II** conforming to the requirements of ASTM D6690 with the following exceptions. The sealant shall be listed on the Department's Qualified Products List 5, Section C, Hot Pour Joint Sealers.

The specification limits for sealant shall be as follows:

TEST

Cone Penetration (ASTM D5329)
Resilience (ASTM D5329)
Softening Point (ASTM D36)
Ductility, 77F (25C) (ASTM D113)
Flexibility (ASTM D3111 Modified)
Flow 140°F (60°C) (ASTM D5329)
Brookfield Viscosity, 400°F(204°C) (ASTM D2669)
Asphalt Compatibility (ASTM D5329)
Bitumen Content (ASTM D4)
Tensile Adhesion (ASTM D5329)
Safe Heating Temperature
Recommended Pour Temperature

Specification

20-40
30% min.
210°F (99°C) min.
16in (40cm) min.
Pass at 30°F (-1°C)
0.2in (0.5cm) max
100 Poise max.
Pass
60% min
400% min.
As recommended by the Manufacturer
As recommended by the Manufacturer

Sheet 2 of 2

Storage, heating, application instructions and cautions shall be supplied with each shipment. The sealant shall be able to be reheated to application temperature at least once after the initial heat up without degradation of sealant specifications.

The joint sealer shall be a mixture of virgin synthetic rubber or reclaimed rubber or a combination of the 2 with asphalt and plasticizers and tacifiers. Ground cured rubber scrap shall not be used. The sealer shall be free of foreign materials, and when melted shall be free of lumps. The material will be kept within the temperature range recommended by the Manufacturer. The Contractor shall furnish the Engineer with a certified statement from the Manufacturer of the sealant showing compliance with this specification together with a certified copy of the test report.

Equipment. The melter-applicator shall be an oil jacketed double boiler type, equipped with an agitator and separate thermometers for both the oil bath and the melting vat. All equipment necessary for the satisfactory performance of this operation shall be on the job and approved by the Engineer before work will be permitted to begin.

Traffic Control. All traffic control shall be in accordance with the **Manual on Uniform Traffic Control Devices** (Section 6).

Performance. The Contractor shall repair/replace any crack sealant that fails to bond to the existing pavement within one year of initial placement. All costs to repair/replace the sealant shall be borne by the contractor.

Method of Measurement. Sealant for random cracks will be measured by the pound. At the beginning of each work day, the Engineer, or his appointed representative, shall document the amount of material in the heater-melter unit and log all additional material added during the day and measure the amount of material remaining in the heater melter at the end of each day to determine the total poundage used.

Basis of Payment. Payment for Crack Sealant, by the pound, shall be full compensation for the sealant in place, including cleaning of cracks and all incidentals of the work.

S T A T E**O F****T E N N E S S E E**

(Rev. 12-10-18)

January 1, 2021

(Rev. 01-11-22)

SPECIAL PROVISION**REGARDING****POLYMER MODIFIED ASPHALT REJUVENATING SCRUB SEAL****Description**

The work shall consist of furnishing all labor, materials, equipment and transportation for the application of the polymer modified asphalt rejuvenating scrub seal interlayer. All ingredients shall be properly proportioned, mixed, and spread on the paved surface in accordance with these requirements and as directed by the Engineer.

Materials**A. Aggregate**

The cover material for the seal shall be an approved crushed stone meeting the gradation requirements for Size No. 8 or 89 conforming to **903.22**. The aggregate shall be washed after processing so that the amount of material finer than the No. 200 screen does not exceed 1.5%. Gradations are to be verified by the Department prior to use. Testing shall be accomplished by referencing the Materials and Tests Standard Operations Procedure (SOP 1-1) for surface treatment aggregate at the frequencies established or as identified in the Stockpile Site section of this provision. The moisture content of the aggregate shall not exceed that at a SSD condition at the time of placement.

If the scrub seal is to be utilized as an interlayer or for a riding surface of a low volume route, ADT less than or equal to 1000, the aggregate shall meet the quality requirements found in ASTM D692. Aggregate for use as the final riding surface on routes with an ADT greater than 1000 shall meet the quality requirements identified in **903.24**, for polish resistant aggregate.

The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 18% as determined by ASTM D4791.

If material is used whose tests indicate that the amount passing the No. 200 is greater than 1.5%, the surface treatment will not be accepted and another scrub seal layer shall be placed on top of the previous layer's lot that was represented by the failing sample.

B. Emulsion

The asphalt emulsion shall be a polymer modified asphalt emulsion with a rejuvenating agent, meeting the requirements of AASHTO MP-43 with the following exceptions:

1. The minimum Residue by Distillation at 350°F shall be 60%.
2. The Department waives the Demulsibility requirement.
3. Percent Recovery (AASHTO T 350) shall be the test method used for certifying the emulsion and Elastic Recovery shall not be accepted.

Provide certified material and weigh tickets for each distributor load of emulsion.

C. Material Certifications and Testing

The emulsion manufacturer, through the contractor, shall submit to the Department certification that the emulsion meets the specification. The manufacturer of the Rejuvenating Agent, through the emulsion supplier and the contractor, shall submit to the Department test results on the recycling agent and certification that the recycling agent meets the required specifications. The Laboratory shall be certified in Tennessee and comply with TDOT SOP 3-2, Emulsified Asphalt Certified Supplier Requirements.

Prior to work, the supplier shall submit samples of the finished emulsion and rejuvenating agent to the Division of Materials and Tests. The Engineer may request samples of the rejuvenator and the emulsion for testing during the life of the project.

Provide portable scales suitable for use in calibrating the aggregate spreader.

Equipment

Provide the following equipment used for the scrub-seal operations:

A. Asphalt Distributor

The asphalt distributor for application of the emulsion shall be fully operational, have a full circulation spray bar that is adjustable to at least sixteen feet wide in two feet increments, and be capable of heating and circulating the emulsion simultaneously. It must have a computerized rate control for adjusting and controlling the application from the cab within 0.01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank. Nozzles on the distributor bar shall be clean, properly oriented, fully operational, and of the size suggested by the manufacturer to apply the intended application rate with double or triple overlap.

B. Scrub Broom

A scrub broom example as identified in Exhibit “A” within this provision shall be used to scrub the emulsion.

The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with a means of raising and lowering the scrub broom at desired points. It shall be towable in the elevated position. The broom assembly shall be such that it will maintain a constant head of emulsion without sweeping the emulsion off the roadway surface.

The main body of the scrub broom shall have a frame size that has a minimum width equal to or larger than the lane width of the slurry seal operation. The nearest and furthest members, paralleling the back of the spreader truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have broom heads angled at 10° to 15° off the centerline of the supporting member. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall have uniform, stiff nylon bristles. Bristle height is to be maintained at a minimum of 5 inches +/- 0.5 inch and shall be replaced if significantly worn.

C. Aggregate Spreader

A self-propelled aggregate spreader with front discharge that can consistently and evenly distribute aggregate shall be used. The aggregate spreader shall be calibrated in the presence of the Engineer off site using aggregate intended to be used on the project as described in the test strip section.

D. Rollers

A minimum of 2 self-propelled pneumatic tire rollers weighing at least 5 tons each shall be used on the project. Tire pressure shall be specified by the manufacturer and shall not vary more than plus or minus 5 pounds per square inch.

E. Power Broom

Provide 2 mechanically powered kick-brooms or other mechanical sweeping equipment that are in good dependable condition and shall be used.

Construction Requirements

A. Preparation

Remove any and all vegetation within the limits of the scrub seal installation. The use of herbicides will be allowed at the discretion of the Engineer.

If used, the herbicide shall be applied at least 10 days prior to the scrub seal operation, or as directed by the manufacturer of the approved herbicide. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

Remove all markers and adhesives and abrade thermoplastic before applying the emulsion within the scrub seal limits. All removal shall be accomplished without the pavement being gouged or damaged and in a manner which ensures the finished scrub seal will properly adhere in all areas applied. Removal shall be performed to the satisfaction of the Engineer.

All drop inlets, manholes, utility valve covers, monument covers, and any identified areas shall be protected by applying and securing protective cover over the exposed facilities. Other methods may be used if approved by the Engineer. Curb and gutter and private entrances shall be protected from emulsion overspray. All traces of protective cover, residual emulsion and aggregate shall be removed from covered objects after the application of the scrub seal and/or prior to the final inspection of the project.

Immediately prior to the scrub sealing operations, sweep the entire pavement surface.

B. Test Strip

At the beginning of the project calibrate the settings for the distributor and aggregate spreader prior to continuous production. The application rates shall be verified in the presence of the Department to assure that the appropriate target application rate is applied.

The distributor shall be calibrated by applying asphalt emulsion for a minimum 300 feet continuous section. The amount of material distributed shall be within 5% of the intended application rate and shall be verified by use of the strapping stick as supplied by the equipment manufacturer. Neither a visual gauge indicating volume nor the computer readout shall be used as a calibration method.

For aggregate spread rate verification place two square tarps on a location offsite, that measure 1.0 square yard adjacent to each other and in front of the spreader. Allow room for the spreader to reach operating speed and discharge aggregate while passing over the tarps. Carefully collect each tarp at the corners and using an approved scale determine the weight of the aggregate on each tarp. The weight should not vary by more than 5% between tarps.

If the mean difference in the target weight and the actual measured weight is over 2.5 pounds per square yard, the aggregate spreader shall be adjusted such that the spread rate is within the above tolerance. The above procedure shall be repeated until the spread rate is consistently within the allowable tolerance. Verify the aggregate spread rate daily prior to the beginning of each day's production. At the direction of the Engineer, frequency of this verification may be reduced.

Once both spread rates are accepted by the Engineer, do not adjust the settings unless directed by the Engineer to do so.

C. Application

Curb and gutter, identified concrete surfaces, and private entrances shall be protected from emulsion overspray. Hand brooming may be necessary to assure that the surface treatment is uniform along the edges of gutter or curb faces. Where no curb or gutter exists, the scrub seal

shall be applied from edge of pavement to edge of pavement or as identified in the typical sections of the plans. The edges of the scrub seal application shall be maintained in a neat and uniform line.

The asphalt distributor should not be permitted to start spraying until the brooms, aggregate spreader and loaded trucks are in line and ready to apply the cover aggregate, and pneumatic-tire rollers are ready to begin rolling the cover aggregate as soon as it has been spread.

When constructing a scrub seal in half-road widths, a strip of uncovered asphalt emulsion 3 to 4 inches wide shall be left along the inside edge when spraying the first half-width, to create an overlap when spraying the second half width. Other methods may be used if approved by the Engineer.

To construct transverse joints, the asphalt distributor shall start spraying and should stop spraying (if ending at a sensitive point) on a sufficient length of secured building paper, felt, or other suitable material placed transversely across the roadway.

The polymer modified rejuvenating emulsion shall be applied at a temperature of 140 to 180 °F only when the ambient temperature is 60°F and rising. The emulsion shall not be placed if the forecast ambient temperature during a 24-hour curing period is expected to be below 50°F.

The emulsion shall be applied undiluted with a distributor truck at a rate of 0.25 to 0.35 (gallons per square yard). If the emulsion is being placed on a milled surface, the application rate shall be 0.30 to 0.40 (gallons per square yard). The actual emulsion application rate shall be determined from the surface demands and aggregate used. This target rate shall be determined with a test strip in the presence of the Engineer and manufacturer's representative if necessary.

In small areas, the emulsion may be applied with the hand wand to minimize overlap. Spread rates of emulsion shall be verified daily by the contractor in the presence of the Engineer. The strapping stick as supplied by the equipment manufacturer shall be utilized to measure the gallons of emulsion used.

Immediately following the application of the emulsion to the road surface, the material shall be scrubbed with a scrub broom for the purpose of forcing the emulsion into the existing surface and distributing the emulsion evenly transversely and over variable road surface cracks and contours.

The application of the polymer modified asphaltic rejuvenating emulsion and scrub broom operation shall cease 40 feet prior to the end of the application. The remaining polymer modified asphaltic rejuvenating emulsion shall be drug out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor truck, at the specified rate if needed.

Immediately following the scrubbing of emulsion, cover aggregate shall be applied and spread evenly by a mechanical spreader at an application rate of 18 to 25 pounds per square yard. The actual aggregate application rate shall be as required by the surface demands and the emulsion

used. The rate shall be adjusted, within the specified limit, so that no “bleed through” occurs during rolling. The application rate of the aggregate shall be determined with a test strip in the presence of the Engineer.

If at any point during production, excessive aggregate is noted, the aggregate application rate should be re-verified and the spread rate adjusted. The intent is to minimize the amount of excess aggregate. Excess aggregate removed from the roadway surface after brooming shall be removed from the job site and should not be reused in the aggregate operation. All deficient areas shall be covered by additional material.

A minimum of two self-propelled pneumatic tire rollers shall be used for the required rolling of the aggregate. The pneumatic tire rollers shall be in good working condition and actively rolling at all times during the scrub seal operation. The pneumatic tire rollers shall be operated in such a manner to properly seat and prevent the dislodging of newly applied aggregate. Depending on the speed of the scrub seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 mph.

Sweeping must be done before opening to uncontrolled traffic after scrub seal operations to remove any excess loose aggregate and prepare the roadway for temporary pavement marking. A second sweeping may be directed by the Engineer on the previous days seal operation to remove any loose aggregate. Sweeping must be done prior to any additional application of temporary pavement marking. Additional sweeping may be required as directed by the engineer. Control excessive dust as directed by the engineer.

For inner-layer applications the scrub seal shall be cured prior to placing a bituminous overlay, micro-surfacing or other asphalt surface treatments. The work shall be staged such that any scrub seal inner-layer placed shall be covered by the succeeding surface treatment within 72 hours or as approved by the Engineer.

Do not allow uncontrolled traffic on the treatment until it has cured. The status of being cured shall be determined by the ability to sweep all loose aggregate from the surface without removing any aggregate adhered to the bituminous emulsion.

Maintenance and Protection

Maintain in a satisfactory condition for each completed section of seal coat until the entire Project is complete. Maintenance shall include making repairs where failures occur, and maintaining the seal coat in a smooth uniform condition; and brooming, dragging, and rolling when required.

After the final application, maintain the work in a satisfactory condition for at least 10 calendar days. If all other requirements of the Contract have been fulfilled, the Department will not charge working time during the 10-day maintenance period against the Contract time.

For final cleanup, sweep up all excessive quantities of loose, dislodged cover aggregate that may have collected along the edge of the completed seal coat, and dispose of this material as directed by the Engineer.

Stockpile Sites

Sites for stockpiles of materials shall be grubbed, cleaned, and approved prior to storing the aggregates. The ground shall be firm, smooth, and well drained. Stockpiles shall be checked for gradation prior to its incorporation into the work. As stockpiles are replenished, they shall be separated daily to verify daily gradations.

Method of Measurement

The Department will measure Mineral Aggregate and Asphalt Emulsion by the Ton in accordance with **109**. Certified weigh tickets shall be provided for both materials per **109.01**.

The Department will base the measurement of mineral aggregate on calculations derived from the observed spread rates and is not to exceed the certified weigh tickets provided for the mineral aggregate.

The Department will base the measurement of asphalt emulsion on calculations derived from the certified weigh tickets of the distributor(s) for pre and post application.

Basis of Payment

The Department will pay for the accepted quantities, complete in place, at the contract bid price as follows:

Item No.	Description	Unit
414-04.03	ASPHALT EMULSION(SCRUB SEAL)	TON
414-04.04	MINERAL AGGREGATE (SCRUB SEAL)	TON

Such payment shall be full compensation for furnishing all labor and materials, equipment, surface preparation, application, rate verifications, rolling, pre-sweeping, post-sweeping, protection, and all incidentals necessary to complete the work.

Appendix A Test Modifications

ASTM D471 Standard Test Method for Rubber Property-Effect of Liquids: Modifications for Polymer Testing, Resistance to Swelling:

1. Using a syringe, place 0.8 gm of latex into an 18 mm diameter DSR mold.
2. Allow the sample to dry at ambient lab conditions (air conditioned) on the bench for 72 hours. Sample should be easily removable from the mold.
3. Take the “button” out of the mold and place the sample into a forced air oven at 40°C (104°F) for 48 hours (on release paper). If at the end of the ambient dry, the sample sticks to the mold, place it into the oven and check it after 1-2 hours.
4. After 48 hours, cool and weigh the sample to the nearest 0.0001 gram and record the weight.
5. Put ½ inch of Rejuvenating Agent into a 3 oz. penetration tin.
6. Place the “button” on the Rejuvenating Agent, and add another ½ inch of Rejuvenating Agent, so that the “button” is covered.
7. Put the cap on the penetration tin and place it into the 40°C oven for 48 hours.
8. Remove the “button” from the Rejuvenating Agent, blot surface of the “button” to remove excess Rejuvenating Agent, cool the “button” to room temperature and weigh it.
9. Calculate weight gain of the “button”, express as %.

ASTM D412A Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension: Modifications

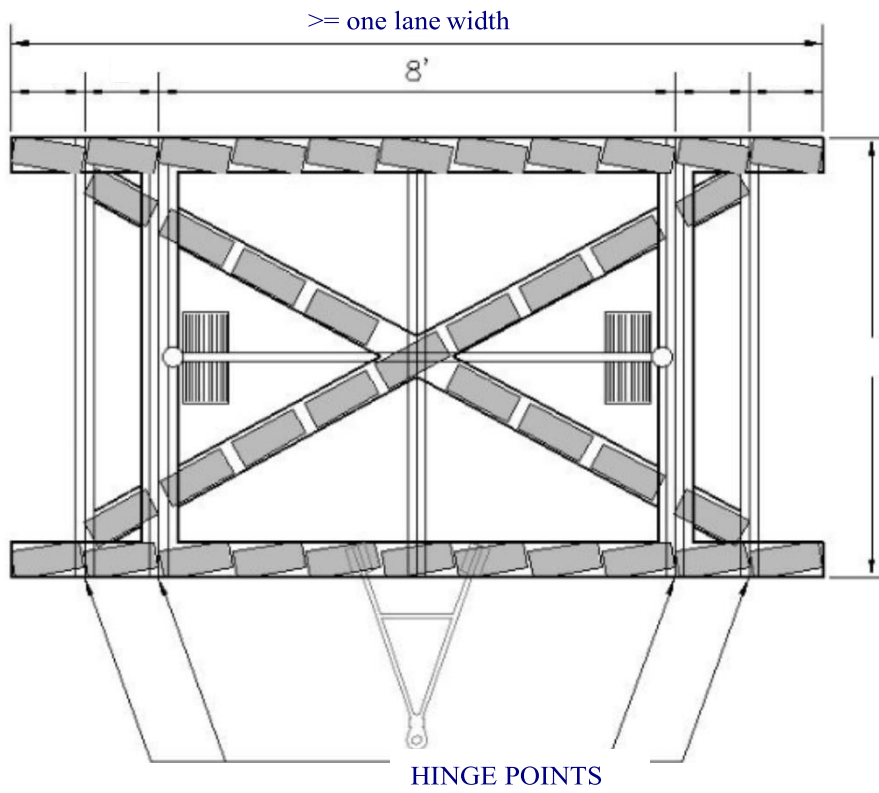
1. To prepare the polymer film, dilute the waterborne polymer to 40% Total Solids Content and pour 57 g into a Teflon or silicone release mold of dimensions 7’’x 7’’ x ¼’’.
2. Allow to dry at 23°C (73 °F) and 50% RH (controlled conditions) for 7 – 10 days total time, during which time the film should be flipped around once, preferably after 3 or 4 days. The film should be transparent in the end.
3. To drive out any residual water, place the film in an oven at 50°C for 30 min. Dried film thickness should be 25 mil +/- 5 mils. Discard films <20 mil.
4. Cut out dumbbell-shaped test specimens of dimension 75 mm total length, 25 mm mid-section (L) and 4 mm width of mid-section.
5. Grip in Instron machine with gap size 1 inch, use 8 inch/min cross-headspeed.

ASTM D7426 Standard Test Method for Assignment of the DSC Procedure for Determining Tg of a Polymer or an Elastomeric Compound Modifications

Use between 3 – 30 mg dry polymer. Instrument used is TA Q2000 Differential Scanning Calorimeter (DSC). Heating rate is 20°C/min.

ASTM E70 Standard Test Method for pH of Aqueous Solutions with the Glass Electrode: Modifications

1. A pH meter with automatic temperature measurement should be used in the evaluation with a calomel cell assembly or combination electrode. Calibration should be made using the procedure with the pH meter, according to ASTM method, prior to testing the pH of the latex. The procedure for measuring pH of the latex should be as follows:
 - (a) Place the electrode and probe into the dispersion that is to be measured and swirl the sample cup or beaker gently. (You may also use the probe in a stirring motion.)
 - (b) Wait for the reading to stabilize (usually less than a minute) and read/record this value. Note the temperature if not utilizing an ATC probe.
 - (c) Take the Electrode and ATC probes from the sample and rinse thoroughly with de-ionized water. Pat dry and place back into appropriate solution recommended by electrode manufacturer for storage.

EXHIBIT “A” - SCRUB BROOM EXAMPLE

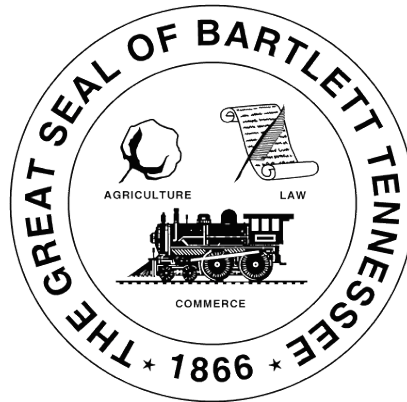
Bid Tabulation
 FY2026-07-002 Asphalt Paving Operations
 Fall 2025 through June 30, 2026
 Bid Date: August 12, 2025, 2:00 PM

Item	Unit	QTY	Standard				Lehman Roberts			
			Option 1 (Fixed)		Option 2 (index)		Option 1 (Fixed)		Option 2 (index)	
			Unit Price	Total Item cost	Unit Price	Total Item cost	Unit Price	Total Item cost	Unit Price	Total Item cost
411-D Hot Mix (In Place)	Ton	2800	\$155.00	\$434,000.00	\$153.00	\$428,400.00	\$142.50	\$399,000.00	\$144.00	\$403,200.00
411-D Hot Mix (In Place) For Parking Lots	Ton	710	\$187.00	\$132,770.00	\$185.00	\$131,350.00	\$153.00	\$108,630.00	\$155.00	\$110,050.00
411-D Hot Mix (In Place) For Walking Trails	Ton	1440	\$217.00	\$312,480.00	\$215.00	\$309,600.00	\$175.00	\$252,000.00	\$175.00	\$252,000.00
411-D Hot Mix (Picked up at Plant)	Ton		\$97.00	\$0.00	\$95.00	\$0.00	\$94.25	\$0.00	\$95.00	\$0.00
307-C Hot Mix (In Place)	Ton		\$167.00	\$0.00	\$165.00	\$0.00	\$155.00	\$0.00	\$155.00	\$0.00
307-C Hot Mix (Patching)	Ton	2300	\$327.00	\$752,100.00	\$325.00	\$747,500.00	\$235.00	\$540,500.00	\$237.50	\$546,250.00
307-C Hot Mix (Patching Subdivision streets)	Ton		\$327.00	\$0.00	\$325.00	\$0.00	\$235.00	\$0.00	\$237.50	\$0.00
307-C Hot Mix (Finish patching)	Ton		\$427.00	\$0.00	\$425.00	\$0.00	\$275.00	\$0.00	\$278.00	\$0.00
Thin Mill	Ton	365	\$71.50	\$26,097.50	\$71.50	\$26,097.50	\$75.50	\$27,557.50	\$75.50	\$27,557.50
Standard Mill	Ton		\$71.50	\$0.00	\$71.50	\$0.00	\$75.50	\$0.00	\$75.50	\$0.00
Adjustment of water valves	Each		\$95.00	\$0.00	\$95.00	\$0.00	\$120.00	\$0.00	\$120.00	\$0.00
Adjustment of Manholes (Drain or Sewer)	Each		\$180.00	\$0.00	\$180.00	\$0.00	\$190.00	\$0.00	\$190.00	\$0.00
Recycled Concrete Aggregate (RCA)	Ton		\$115.00	\$0.00	\$115.00	\$0.00	\$145.00	\$0.00	\$145.00	\$0.00
Cement Treated Base (CTB)	Ton		\$165.00	\$0.00	\$165.00	\$0.00	\$145.00	\$0.00	\$145.00	\$0.00
CR-610	Ton		\$125.00	\$0.00	\$125.00	\$0.00	\$175.00	\$0.00	\$175.00	\$0.00
8" Full Depth Reclamation (FDR) with 8% cement	SY		\$9.80	\$0.00	\$9.80	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00
10" Full Depth Reclamation (FDR) with 8% cement	SY		\$11.70	\$0.00	\$11.70	\$0.00	\$12.25	\$0.00	\$12.25	\$0.00
12" Full Depth Reclamation (FDR) with 8% cement	SY		\$13.60	\$0.00	\$13.60	\$0.00	\$14.00	\$0.00	\$14.00	\$0.00
Additional Cement	Ton		\$520.00	\$0.00	\$520.00	\$0.00	\$440.00	\$0.00	\$440.00	\$0.00
Excess Excavation	Ton		\$50.00	\$0.00	\$50.00	\$0.00	\$44.00	\$0.00	\$44.00	\$0.00
Scrub Seal	SY	60000	\$5.50	\$330,000.00	\$5.50	\$330,000.00	\$6.00	\$360,000.00	\$6.00	\$360,000.00
Chip Seal (Bituminous Surface Treatment), double layer	SY	67000	\$8.65	\$579,550.00	\$8.65	\$579,550.00	\$9.00	\$603,000.00	\$9.00	\$603,000.00
Fog Seal (tack coat)	SY	127000	\$1.60	\$203,200.00	\$1.60	\$203,200.00	\$2.40	\$304,800.00	\$2.40	\$304,800.00
Roadway Crack Sealing	LB		\$2.95	\$0.00	\$2.95	\$0.00	\$3.50	\$0.00	\$3.50	\$0.00
Crack Sealing Parking lots and Walking Trails	LF		\$2.15	\$0.00	\$2.15	\$0.00	\$4.00	\$0.00	\$4.00	\$0.00
Total				\$2,770,197.50		\$2,755,697.50		\$2,595,487.50		\$2,606,857.50

CITY OF BARTLETT

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

**David Parsons, Mayor
Steve Sones, Chief Administrator Officer
Dick Phebus, Finance Director
John Horne, Engineering Director**



REQUEST FOR SEALED BIDS

SB # FY2026-07-003

DUE: August 12, 2025, no later than 2:00 p.m. (CST)

FY2026-07-003 PAVEMENT MARKINGS

ENGINEERING

The City of Bartlett Engineering Department is seeking bids for yearly Pavement Markings through June 30, 2026.

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NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Tuesday, August 12, 2025**. Sealed bids (original and one copy) are to be marked **“FY2026-07-003 “PAVEMENT MARKINGS”** and are to be addressed as follows:

**OFFICE OF THE MAYOR
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer.

For any questions, please contact Becky Bailey, P. E. at bbailey@cityofbartlett.org or 901-385-6499.

Please quote prices on the attached pricing sheets

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

EMAIL

ADDRESS

TELEPHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

PRINT NAME

DATE

A. INTENT

The intent of this request is for the City of Bartlett Engineering Department to purchase Pavement Markings to be installed at various locations on an as needed basis through June 30, 2026, with the option to renew for two (2) additional one year periods, July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028, upon mutual agreement of both parties subject to the Terms and Conditions listed in this bid.

B. STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

C. GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. General Requirements

- All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
- Bidder shall include the signed pricing sheet along with the signed and notarized Public Acts forms.
- Bidder shall include a current, signed W-9 form (IRS Rev. March 2024)
- The City reserves the right to reject any and all bids.
- There is no guaranteed quantity or dollar amounts to be purchased against this bid.
- Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices.
- A Purchase Order will be issued to the successful vendor.
- All products delivered on an “as needed” basis to location as determined by the City of Bartlett Engineering Department.

2. Firm Pricing and Renewals

Note: Please see pages 15-17 Bid Pricing Sheet for individual items and pricing.

All prices are to remain firm from award date through June 30, 2026 with the option to renew for two (2) additional one year periods, July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028, upon mutual agreement of both parties and subject to the Terms and Conditions listed in this bid. Prior to any renewal period, the contractor receiving an award may review and request an adjustment of pricing sixty (60) days prior to the beginning of the renewal period.

However, the successful contractor shall be required to give the City of Bartlett the benefit of any general price reduction. Price escalation/de-escalations after the first completed year of the contract shall be limited to five percent (5%) or a maximum based upon the Consumer Price Index for Urban Consumers.

The successful contractor shall provide a written letter from the manufacturer advising of the specific product price increase and percent of increase. The City of Bartlett reserves the right to reject any increase and may cancel this agreement if the price increase is not agreed upon by both parties.

D. INSURANCE REQUIREMENTS

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

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

3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of

Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

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

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

E. SAFETY, PROTECTION AND EMERGENCIES

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:
 - a. The public and to vehicular and pedestrian traffic,
 - b. All employees on the Work and other persons who may be affected thereby,
 - c. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All Work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph 1B.1.C or 1B.1.D caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

3. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.
4. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional work done in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

F. **DRUG PROGRAM**

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

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

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

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

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

1. Alcohol (Ethyl)
2. Amphetamines (e.g. Speed)
3. Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
4. Cocaine
5. Methaqualone (e.g. Quaalude)
6. Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
7. Phencyclidine (PCP)
8. THC (Marijuana)
9. Other illegal substances as requested by the City.

Note: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit, (Page 8).

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

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

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

(1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed _____

Title _____

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

Signed _____

Title _____

My commission expires: _____, 20____.

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____

Print Name _____

Title _____

My commission expires: _____, 20____.

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

PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotate, Title 12, Chapter 4, Part 1.”

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.775.php) PublicActs.775.php.

Print Name _____

Signed _____

Title _____

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

Notary

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____

Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

_____ I have reviewed this request and have decided NOT to provide the requested information.

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____

3. How is Title VI information disseminated to new/current employees? _____

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts. _____

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts? _____

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to be submitted on Supplier's Letterhead:

_____ assures that no person on the grounds of race, color,
Company Name

national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Signature - Name of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:

Lori Von Bokel-Amin, Chief Human Resources Officer
City of Bartlett; 901-385-6430

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

SPECIAL CONDITIONS

PAVEMENT MARKINGS: All Pavement Markings shall meet the current Manual on Uniform Traffic Control Devices (MUTCD) and Tennessee Department of Transportation specifications Section 716 for Pavement Marking. Materials used shall meet the requirements of any and all subsections of these specifications.

TRAFFIC CONTROL: The contractor is responsible for all traffic control. Coordination of traffic control between the contractor and the City is the responsibility of the contractor. Traffic control shall meet the current Manual on Uniform Traffic Control Devices (MUTCD).

ESTIMATES: Actual Quantities will be based on need throughout the year on a project by project basis.

ROAD PREPARATION: Contractor is responsible for cleaning and preparing the roadway surface. Surface should be clear of debris and dry. This includes the edge of the roadway if edge lines are required. If materials are out for garbage or brush removal, contractor will contact the Engineer to get these items removed.

LOW BID SELECTION: The lowest and best bidder will be selected using the items that are most frequently used by the City of Bartlett on an annual basis, they include but are not limited to the following: Painted Pavement Marking (4" line) , Painted Pavement Marking (6" line), Painted Pavement Marking (12" lines) , Painted Pavement Marking (24" lines), Plastic Pavement Marking (4" Line), Plastic Pavement Marking (6" Line), Plastic Pavement Marking (12" lines), Plastic Pavement Marking (24" lines), Painted Pavement Marking (Turn Arrow), Plastic Pavement Marking (Turn Arrow).

BID PRICING SHEET

Note: There are no guaranteed quantities or dollar amounts to be purchased against this bid. Orders will be on an “as needed” basis.

Painted Items	Unit	Unit Pricing	
		Re-Marking	New Marking
Painted Pavement Marking (4” line)	LF		
Painted Pavement Marking (4” parking lot line)	LF		
Painted Pavement Marking (6” line)	LF		
Painted Pavement Marking (8” lines)	LF		
Painted Pavement Marking (12” lines)	LF		
Painted Pavement Marking (18” lines)	LF		
Painted Pavement Marking (24” lines)	LF		
Painted Pavement Marking (Turn Arrow)	Each		
Painted Pavement Marking (Straight - Turn Arrow)	Each		
Painted Pavement Marking (Straight Arrow)	Each		
Painted Word Pavement Marking (ONLY)	Each		
Painted Word Pavement Marking (STOP AHEAD)	Each		
Painted Word Pavement Marking (SCHOOL)	Each		
Painted Word Pavement Marking (BIKE LANE)	Each		
Painted Word Pavement Marking (XX MPH)	Each		
Painted Pavement Marking (R X R, for railroad crossing)	Each		
Painted Pavement Marking (Bike Lane Symbol, bike + person)	Each		
Painted Pavement Marking (Bike Lane Straight Arrow)	Each		
Painted Pavement Marking (R X R, for bike lane)	Each		
Painted Pavement Marking (White Handicap Symbol)	Each		

Initials

Bid Pricing Sheet, page 2

Plastic Items	Unit	Unit Pricing	
		Re-Marking	New Marking
Plastic Pavement Marking (4" Line)	LF		
Plastic Pavement Marking (6" Line)	LF		
Plastic Pavement Marking (8" lines)	LF		
Plastic Pavement Marking (12" lines)	LF		
Plastic Pavement Marking (18" lines)	LF		
Plastic Pavement Marking (24" lines)	LF		
Plastic Pavement Marking (Turn Arrow)	Each		
Plastic Pavement Marking (Straight - Turn Arrow)	Each		
Plastic Pavement Marking (Straight Arrow)	Each		
Plastic Word Pavement Marking (ONLY)	Each		
Plastic Word Pavement Marking (STOP AHEAD)	Each		
Plastic Word Pavement Marking (SCHOOL)	Each		
Plastic Word Pavement Marking (BIKE LANE)	Each		
Plastic Word Pavement Marking (XX MPH)	Each		
Plastic Pavement Marking (R X R, for railroad crossing)	Each		
Plastic Pavement Marking (Bike Lane Symbol, bike + person)	Each		
Plastic Pavement Marking (Bike Lane Straight Arrow)	Each		
Plastic Pavement Marking (R X R, for bike lane)	Each		
Plastic Pavement Marking (White Handicap Symbol)	Each		

Initials

PAVEMENT MARKINGS
FY2026-07-003
DUE: August 12, 2025

Bid Pricing Sheet, page 3

Miscellaneous Items	Unit	Unit Pricing
Raised Reflective Marker, Bi-directional (Yellow, White, Blue)	Each	
Painted/Plastic Pavement Marking Eradication - lines	SF	
Painted/Plastic Pavement Marking Eradication - word, symbol	Each	
Rumble Bar White	LF	
Rumble Bar Black	LF	
White 4" Rumble Bar Base	LF	
Black 4" Rumble Bar Base	LF	

COMPANY NAME

PHONE

QUOTED BY: PRINT NAME

SIGNATURE & TITLE

EMAIL: _____

DATE: _____

NOTICE OF AWARD

To:

PROJECT Description: Pavement Markings, to June 30, 2026, with optional renewal periods.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 2, 2022 and bids received on June 16, 2022. You are hereby notified that your BID has been accepted for the following items:

Painted Items	Unit	Re-Mark	New Marking
Painted Pavement Marking (4" line)	LF		
Painted Pavement Marking (4" parking lot line)	LF		
Painted Pavement Marking (6" line)	LF		
Painted Pavement Marking (8" lines)	LF		
Painted Pavement Marking (12" lines)	LF		
Painted Pavement Marking (18" lines)	LF		
Painted Pavement Marking (24" lines)	LF		
Painted Pavement Marking (Turn Arrow)	Each		
Painted Pavement Marking (Straight - Turn Arrow)	Each		
Painted Pavement Marking (Straight Arrow)	Each		
Painted Word Pavement Marking (ONLY)	Each		
Painted Word Pavement Marking (STOP AHEAD)	Each		
Painted Word Pavement Marking (SCHOOL)	Each		
Painted Word Pavement Marking (BIKE LANE)	Each		
Painted Word Pavement Marking (XX MPH)	Each		
Painted Pavement Marking (R X R, for railroad crossing)	Each		
Painted Pavement Marking (Bike Lane Symbol, bike + person)	Each		
Painted Pavement Marking (Bike Lane Straight Arrow)	Each		
Painted Pavement Marking (R X R, for bike lane)	Each		
Painted Pavement Marking (White Handicap Symbol)	Each		

Miscellaneous Items	Unit	Bid
Raised Reflective Marker, Bi-directional (Yellow, White, Blue)	Each	
Painted/Plastic Pavement Marking Eradication - lines	SF	
Painted/Plastic Pavement Marking Eradication - word, symbol	Each	
Rumble Bar White	LF	
Rumble Bar Black	LF	
White 4" Rumble Bar Base	LF	
Black 4" Rumble Bar Base	LF	

Notice of Award, page 2

Plastic Items	Unit	Re-Mark	New Marking
Plastic Pavement Marking (4" Line)	LF		
Plastic Pavement Marking (6" Line)	LF		
Plastic Pavement Marking (8" lines)	LF		
Plastic Pavement Marking (12" lines)	LF		
Plastic Pavement Marking (18" lines)	LF		
Plastic Pavement Marking (24" lines)	LF		
Plastic Pavement Marking (Turn Arrow)	Each		
Plastic Pavement Marking (Straight - Turn Arrow)	Each		
Plastic Pavement Marking (Straight Arrow)	Each		
Plastic Word Pavement Marking (ONLY)	Each		
Plastic Word Pavement Marking (STOP AHEAD)	Each		
Plastic Word Pavement Marking (SCHOOL)	Each		
Plastic Word Pavement Marking (BIKE LANE)	Each		
Plastic Word Pavement Marking (XX MPH)	Each		
Plastic Pavement Marking (R X R, for railroad crossing)	Each		
Plastic Pavement Marking (bike lane symbol, bike + man)	Each		
Plastic Pavement Marking (Bike Lane Straight Arrow)	Each		
Plastic Pavement Marking (R X R, for bike lane)	Each		
Plastic Pavement Marking (White Handicap Symbol)	Each		

Vendor is required to return an acknowledged copy of this **NOTICE OF AWARD** and certificate of insurance to the City of Bartlett before any work may be performed. All work must be completed by June 30, 2023.

CITY OF BARTLETT

Name _____

Print Name: _____

Title **Mayor, City of Bartlett**

ACCEPTANCE OF NOTICE

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

_____ this the ____ day of _____, 2025.
(Company Name)

Name _____

Print Name _____

Title _____

ENGINEERING DEPARTMENT
FY2026-07-003 PAVEMENT MARKINGS Yearly Bids thru June 30, 2026
Bid date: August 12, 2025, 2:00 PM

Painted Items	Unit	Traf-Mark		RDH Partners	
		Unit Prices		Unit Prices	
		Re-Marking	New Marking	Re-Marking	New Marking
Painted Pavement Marking (4" line)	LF	\$0.28	\$0.28	0.04*	\$0.45
Painted Pavement Marking (4" parking lot line)	LF	\$2.00	\$2.00	\$0.40	\$0.45
Painted Pavement Marking (6" line)	LF	\$0.35	\$0.35	\$0.60	\$0.65
Painted Pavement Marking (8" lines)	LF	\$3.20	\$3.20	\$0.75	\$0.80
Painted Pavement Marking (12" lines)	LF	\$7.50	\$7.50	\$1.00	\$1.00
Painted Pavement Marking (18" lines)	LF	\$12.00	\$12.00	\$1.50	\$1.50
Painted Pavement Marking (24" lines)	LF	\$15.00	\$15.00	\$1.50	\$1.50
Painted Pavement Marking (Turn Arrow)	Each	\$150.00	\$150.00	\$55.00	\$65.00
Painted Pavement Marking (Straight - Turn Arrow)	Each	\$200.00	\$200.00	\$65.00	\$75.00
Painted Pavement Marking (Straight Arrow)	Each	\$135.00	\$135.00	\$55.00	\$65.00
Painted Word Pavement Marking (ONLY)	Each	\$200.00	\$200.00	\$75.00	\$75.00
Painted Word Pavement Marking (STOP AHEAD)	Each	\$350.00	\$350.00	\$105.00	\$105.00
Painted Word Pavement Marking (SCHOOL)	Each	\$300.00	\$300.00	\$100.00	\$100.00
Painted Word Pavement Marking (BIKE LANE)	Each	\$300.00	\$300.00	\$105.00	\$105.00
Painted Word Pavement Marking (XX MPH)	Each	\$200.00	\$200.00	\$100.00	\$100.00
Painted Pavement Marking (R X R, for railroad crossing)	Each	\$450.00	\$450.00	\$175.00	\$175.00
Painted Pavement Marking (Bike Lane Symbol, bike + person)	Each	\$400.00	\$400.00	\$75.00	\$75.00
Painted Pavement Marking (Bike Lane Straight Arrow)	Each	\$150.00	\$150.00	\$30.00	\$30.00
Painted Pavement Marking (R X R, for bike lane)	Each	\$150.00	\$150.00	\$50.00	\$50.00
Painted Pavement Marking (White Handicap Symbol)	Each	\$100.00	\$100.00	\$50.00	\$50.00

ENGINEERING DEPARTMENT
FY2026-07-003 PAVEMENT MARKINGS Yearly Bids thru June 30, 2026
Bid date: August 12, 2025, 2:00 PM

Plastic Items	Unit	Traf-Mark		RDH Partners	
		Unit Pricing		Unit Pricing	
		Re-Marking	New Marking	Re-Marking	New Marking
Plastic Pavement Marking (4" Line)	LF	\$1.14	\$1.14	\$2.65	\$2.65
Plastic Pavement Marking (6" Line)	LF	\$1.40	\$1.40	\$3.50	\$3.50
Plastic Pavement Marking (8" lines)	LF	\$4.50	\$4.50	\$8.00	\$8.00
Plastic Pavement Marking (12" lines)	LF	\$10.00	\$10.00	\$15.00	\$15.00
Plastic Pavement Marking (18" lines)	LF	\$15.00	\$15.00	\$20.00	\$20.00
Plastic Pavement Marking (24" lines)	LF	\$20.00	\$20.00	\$24.00	\$24.00
Plastic Pavement Marking (Turn Arrow)	Each	\$220.00	\$220.00	\$240.00	\$240.00
Plastic Pavement Marking (Straight - Turn Arrow)	Each	\$250.00	\$250.00	\$260.00	\$260.00
Plastic Pavement Marking (Straight Arrow)	Each	\$200.00	\$200.00	\$240.00	\$240.00
Plastic Word Pavement Marking (ONLY)	Each	\$240.00	\$240.00	\$300.00	\$300.00
Plastic Word Pavement Marking (STOP AHEAD)	Each	\$650.00	\$650.00	\$700.00	\$700.00
Plastic Word Pavement Marking (SCHOOL)	Each	\$450.00	\$450.00	\$650.00	\$650.00
Plastic Word Pavement Marking (BIKE LANE)	Each	\$350.00	\$350.00	\$700.00	\$700.00
Plastic Word Pavement Marking (XX MPH)	Each	\$300.00	\$300.00	\$450.00	\$450.00
Plastic Pavement Marking (R X R, for railroad crossing)	Each	\$600.00	\$600.00	\$750.00	\$750.00
Plastic Pavement Marking (Bike Lane Symbol, bike + person)	Each	\$350.00	\$350.00	\$400.00	\$400.00
Plastic Pavement Marking (Bike Lane Straight Arrow)	Each	\$210.00	\$210.00	\$200.00	\$200.00
Plastic Pavement Marking (R X R, for bike lane)	Each	\$300.00	\$300.00	\$450.00	\$450.00
Plastic Pavement Marking (White Handicap Symbol)	Each	\$175.00	\$175.00	\$350.00	\$350.00

Miscellaneous Items	Unit	Unit Pricing
Raised Reflective Marker, Bi-directional (Yellow, White, Blue)	Each	\$14.00
Painted/Plastic Pavement Marking Eradication - lines	SF	\$3.75
Painted/Plastic Pavement Marking Eradication - word, symbol	Each	\$175.00
Rumble Bar White	LF	no bid
Rumble Bar Black	LF	no bid
White 4" Rumble Bar Base	LF	no bid
Black 4" Rumble Bar Base	LF	no bid

Unit Pricing
\$17.00
\$4.00
\$75.00
\$24.00
\$24.00
\$24.00
\$24.00

* RDH has a typo on their bid form. This unit price was intended to be \$0.40/LF. They will not honor the price of \$0.04/LF. Their bids are rejected.



**TOTAL
BARTLETT- \$3,307,000
TDOT- \$3,389,208
GRAND TOTAL- \$6,686,208**

SCRUB-FOG \$500,000
EGYPT-CENTRAL RD

CRACK SEAL-HA5 \$88,000
DAWNHILL

CRACK SEAL-CHIP-FOG \$800,000
CENTRALIA
MEMPHIS-ARLINGTON
APPLING
OAK RD

CRACK SEAL-HA5 \$47,000
CRACK SEAL-HA5 \$47,000

PATCH-PAVE \$350,000

DOE HOLLOW

PATCH-MILL-PAVE \$440,000
CLAREDALE
COUNTRY LAKE

RECLAMITE \$16,000
WINDERSVILLE RD

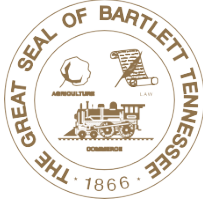
EIGHTH

PATCH-PAVE \$103,000

ELMORE RD
ELMORE PARK RD

PATCH-MILL-PAVE \$850,000 (All 3 roads) (TDOT'S PORTION- \$3,389,208 - BARTLETT PORTION- \$850,000)

Striping estimated at \$113,000 in addition to TDOT Project.



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

Resolution 28-25

**Meeting: 8/12/2025 6:00 PM
Department: Planning
Category: Resolution
Prepared By: Sam Harris,
Senior Planner
Initiator:
Sponsors:**

Resolution 28-25, a resolution to approve the Industrial Development Board of the City of Bartlett, Tennessee's First Amendment to the Economic Impact Plan for the Union Depot Mixed Use Development Tax Increment Financing application.

WHEREAS, the Board of Mayor and Aldermen for the City of Bartlett is required to approve Economic Impact Plans recommended by the Industrial Development Board of the City of Bartlett, Tennessee (the "Industrial Development Board"); and

WHEREAS, the Industrial Development Board conducted a public hearing on the First Amendment to the Economic Impact Plan and TIF application from Blue Sky Communities, Inc., in an open, public meeting on August 7, 2025 regarding the 73.9 acre Phase 1 property owned by Blue Sky Communities, Inc. located at 6896 U.S. Highway 70 in Bartlett, Tennessee, on the former site of the Tennessee Baptist Children's Home; the contracted purchase of an approximate 34.59 acre tract of land located at the intersection of U.S. Highway 64 and U.S. Highway 70 in Bartlett, Tennessee to be known as Phase 2 property; and the adjoining additional development area identified by the Mid-South Safety Action Plan ("SAP") as requiring infrastructure improvements to enhance pedestrian and vehicular safety located in Bartlett, Tennessee; and

WHEREAS, the Industrial Development Board found and determined that the submitted Economic Impact Plan meets the requirements of the Act, will create and foster a vibrant, mixed-use center for the City of Bartlett, create jobs, generate taxes, enhance pedestrian and vehicular safety, and otherwise further the purposes of the Act; and

WHEREAS, the Industrial Development Board approved and confirmed on August 7, 2025 the First Amendment to the Economic Impact Plan and TIF application from Blue Sky Communities, Inc., for the 73.9 acre Phase 1 property located at 6896 U.S. Highway 70 in Bartlett, Tennessee, on the former site of the Tennessee Baptist Children's Home; the 34.59 acre Phase 2 property located at the intersection of U.S. Highway 64 and U.S. Highway 70 in Bartlett, Tennessee; and the adjoining additional development area identified by the Mid-South Safety Action Plan ("SAP") as requiring infrastructure improvements to enhance pedestrian and vehicular safety located in Bartlett, Tennessee with a favorable recommendation

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the First Amendment

to the Economic Impact Plan and TIF application from Blue Sky Communities, Inc. and recommended by the Industrial Development Board for the mixed-use development of Union Depot at the property located at 6896 U.S. Highway 70, the property located at the intersection of U.S. Highway 64 and U.S. Highway 70, and adjoining additional development area identified by the Mid-South Safety Action Plan ("SAP") as requiring infrastructure improvements to enhance pedestrian and vehicular safety located in Bartlett, Tennessee is approved.

ADOPTED THIS 26th DAY OF AUGUST, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

RESOLUTION RELATED TO THE FIRST AMENDMENT TO THE ECONOMIC
IMPACT PLAN FOR THE UNION DEPOT MIXED USE DEVELOPMENT BY THE
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF BARTLETT, TENNESSEE

WHEREAS, the Industrial Development Board of the City of Bartlett, Tennessee (the “Board”) previously submitted an economic impact plan (the “Economic Impact Plan”) regarding the development of 73.9 acre tract of land located at 6896 U.S. Highway 70 in Bartlett, Tennessee as more particularly described in the Economic Impact Plan into a mixed-use community which includes residential, retail, and commercial components (the “Project”); and

WHEREAS, the Economic Impact Plan was approved by the Board on November 18, 2021, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee on November 23, 2021, and the Board of County Commissioners of Shelby County, Tennessee on December 6, 2021; and

WHEREAS, the Board and the developer identified in the Economic Impact Plan (the “Developer”) entered into that certain Development Agreement, dated as of June 29, 2022, as amended by the First Amendment to the Development Agreement dated as of September 15, 2023 (collectively, the “Development Agreement”); and

WHEREAS, the Developer has previously assigned the Development Agreement to Pinnacle Bank, a Tennessee banking corporation (“Senior Lender”) as collateral for the Senior Loan (as defined in the Development Agreement); and

WHEREAS, the Board has submitted, at the request of the Developer an amendment to the Economic Impact Plan (“First Amendment”) to incorporate additional development opportunities in the areas described in the First Amendment as the Phase 2 Property and the Additional Development Area, and to provide for additional public infrastructure necessary to facilitate this additional development; and

WHEREAS, the Board has reviewed the First Amendment in an open, public meeting; and

WHEREAS, the Board has conducted a public hearing on the First Amendment held at least two (2) weeks after public notice of the hearing was published in accordance with Tennessee Code Annotated Section 7-53-312(g); and

WHEREAS, the Board desires to submit the First Amendment to the Board of Mayor and Aldermen of City of Bartlett, Tennessee (the “Board of Aldermen”) and to the Board of Commissioners of County of Shelby, Tennessee (the “County Commission”); and

WHEREAS, the Board desires, subject to the prior approval of the First Amendment by both the Board of Aldermen and the County Commission in the form of that which is submitted to both such bodies, to execute, enter into, and deliver (i) to Developer, the Second Amendment to the Development Agreement (“Amended Development Agreement”), and (ii) to Senior Lender, such amendments to the Loan Documents (as defined in the Development Agreement) necessary to incorporate the First Amendment (“Amended Loan Documents”).

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

1. It is hereby found and determined by the Board that the Project, as amended by the First Amendment will substantially benefit and enhance the economy of the City and the County and the Project, as amended by the First Amendment would not be acquired, constructed and/or installed unless tax increment financing was made available to finance a portion of the eligible Project costs.
2. The Board hereby approves the First Amendment as submitted to the Board and hereby submits it to the Board of Aldermen and the County Commission with a recommendation of approval.
3. Subject to and upon the approval of the First Amendment by both the Board of Aldermen and the County Commission in the form submitted by the Board, the Board hereby authorizes the execution and delivery of the Amended Development Agreement as submitted to the Board and the Amended Loan Documents.
4. The Chairman, the Vice Chairman, Treasurer and Secretary of the Board, any one of whom may act (the "Authorized Officers"), are each hereby authorized and directed to approve the final terms of the Amended Development Agreement and the Amended Loan Documents.
5. Any provisions of the Board's Tax Increment Financing Policies and Procedures not met regarding this First Amendment are hereby waived.
6. The Authorized Officers are each hereby authorized and directed in the name and on behalf of the Board, and if appropriate, under its corporate seal, attested by its Secretary or any other officer of the Board, to execute all such other agreements, certificates and instruments and to take all such other action that any officer may consider necessary or appropriate to carry out the foregoing resolutions and transactions contemplated thereby.
7. All acts and doings of the officers of the Board that are in conformity with the purposes and intent of this Resolution and in furtherance of the implementation of the First Amendment, Amended Development Agreement and Amended Loan Documents shall be and the same hereby are in all respects, approved and confirmed.

Adopted this 7th day of August, 2025.


Chairman

TIF Overview

- TIFS ARE AN ESSENTIAL TOOL IN TODAY'S DEVELOPMENT CLIMATE
- MANY DEVELOPMENT PROJECTS IN SHELBY COUNTY ARE STALLED
- HIGH INTEREST RATES, CONSTRUCTION COSTS, AND ECONOMIC MARKETS
- DOESN'T INCREASE NORMAL TAX ON ANY OWNERS IN THE DISTRICT
- 100% OF TAXES DUE ON THE DEVELOPMENT ARE PAID BY THE DEVELOPER
- TIF ONLY PAYS FOR PUBLIC INFRASTRUCTURE INCLUDING PUBLIC SAFETY
- UNION DEPOT SEWER INFRASTRUCTURE ENABLES THIS DEVELOPMENT



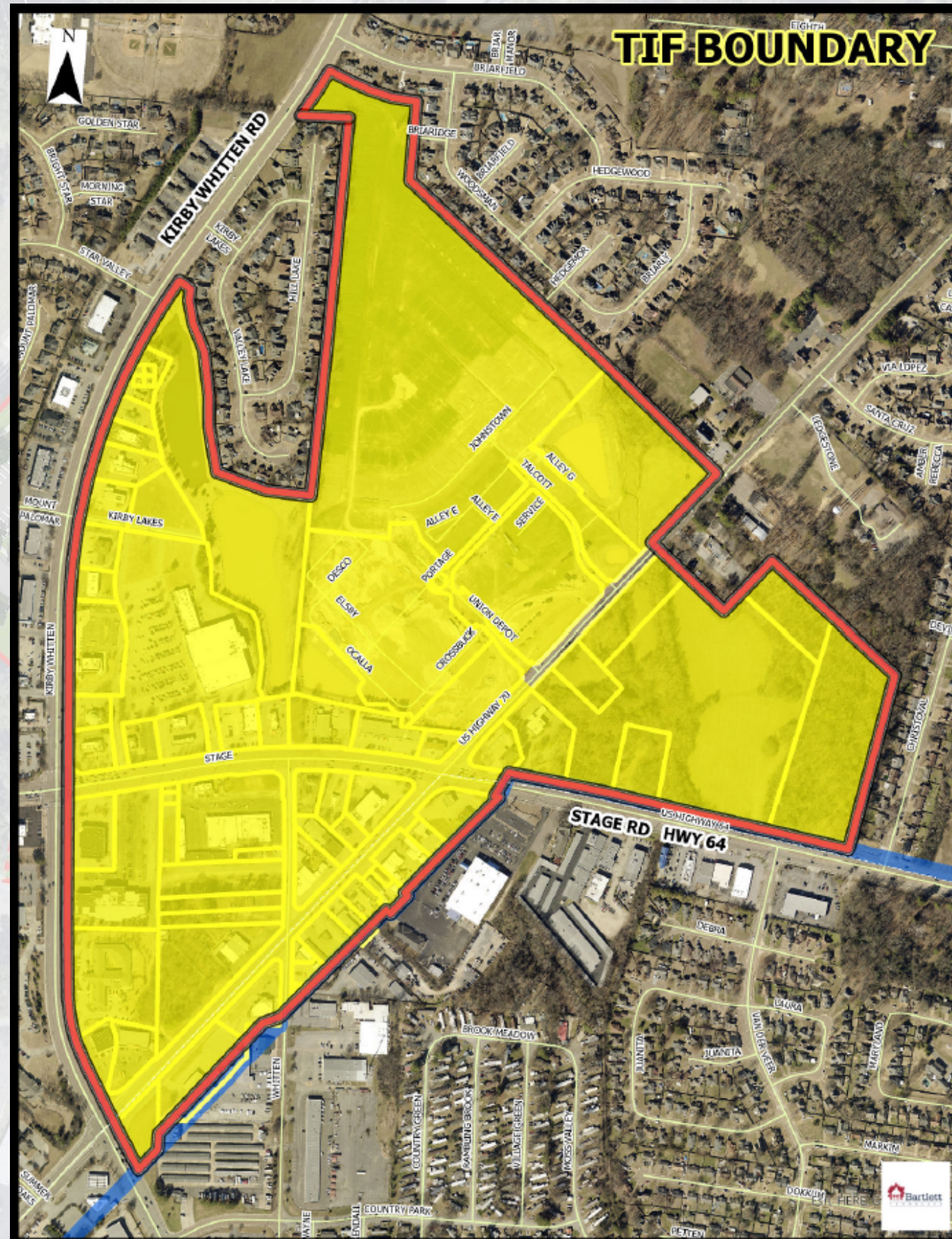
APPROVED SPECIAL USE PERMIT LAYOUT





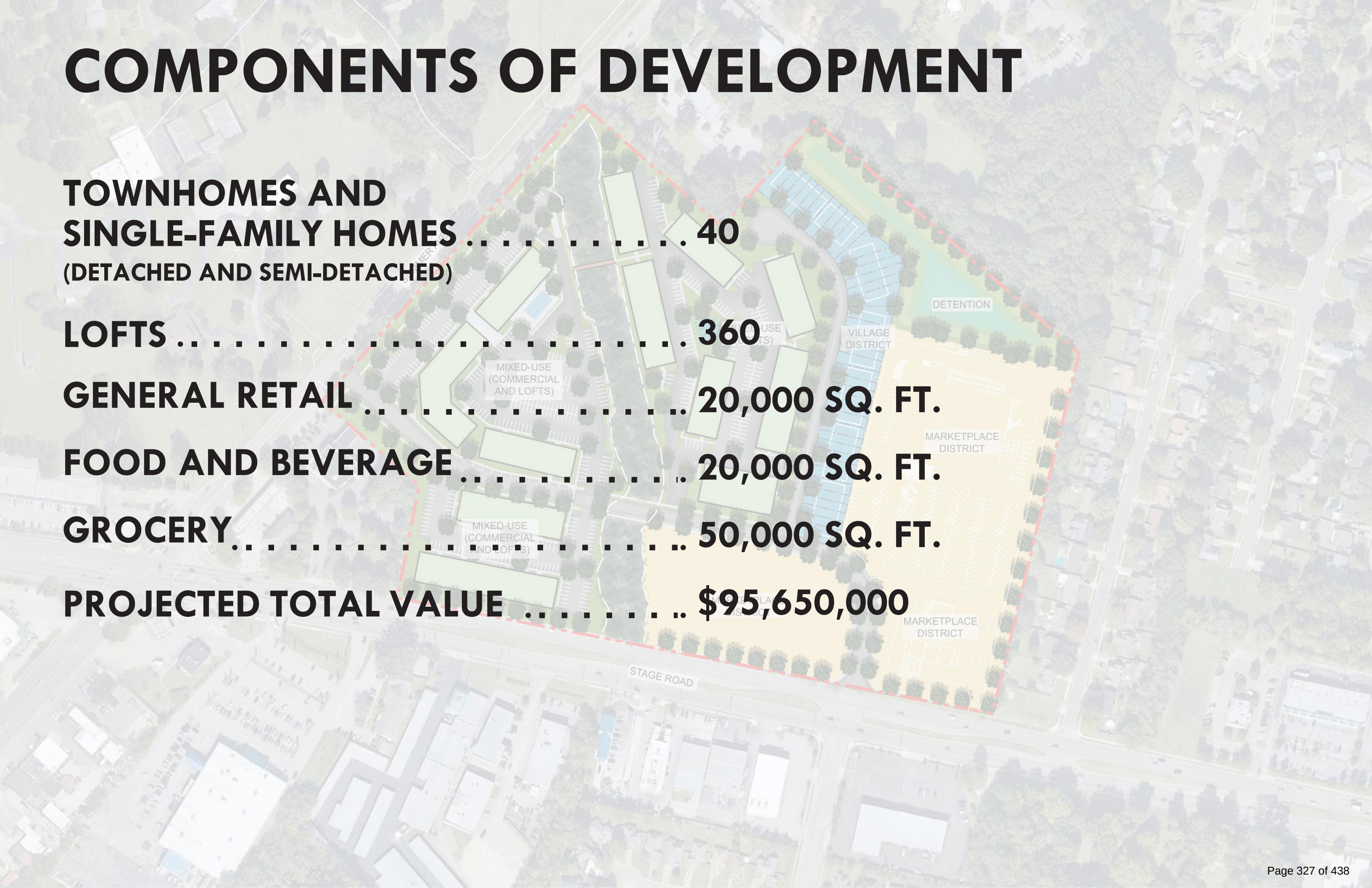
EXAMPLES OF PERMITTED USES

- GROCERY AND OTHER RETAIL, COMMERCIAL, AND OFFICE USES
- RESIDENTIAL LOFTS
- TOWNHOMES
- SINGLE FAMILY HOMES
- AMENITY AREAS



COMPONENTS OF DEVELOPMENT

TOWNHOMES AND SINGLE-FAMILY HOMES	40
(DETACHED AND SEMI-DETACHED)	
LOFTS	360
GENERAL RETAIL	20,000 SQ. FT.
FOOD AND BEVERAGE	20,000 SQ. FT.
GROCERY	50,000 SQ. FT.
PROJECTED TOTAL VALUE	\$95,650,000



UNION DEPOT

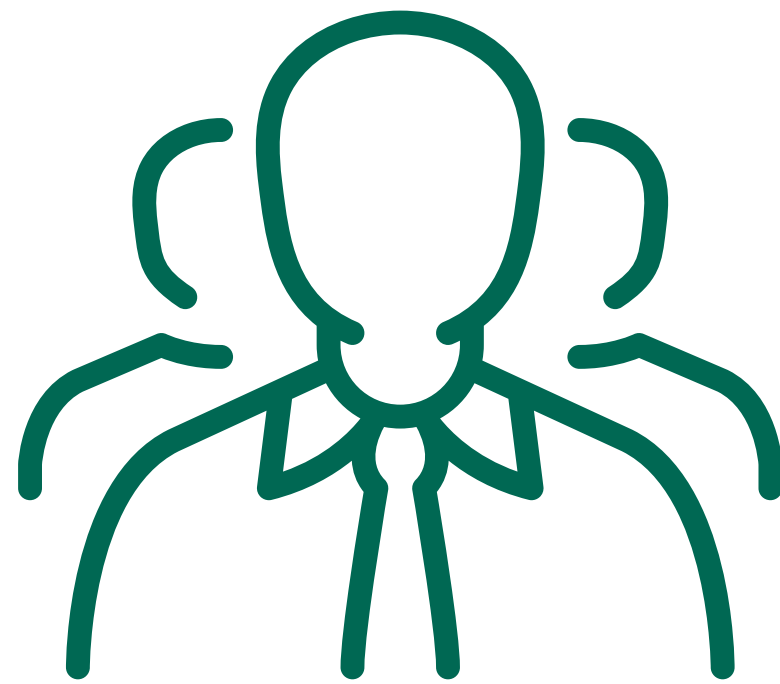
1st Addition Development



\$104.5 Mil

ANNUAL ECONOMIC IMPACT
AT FULL OPERATION

Bartlett & Shelby County

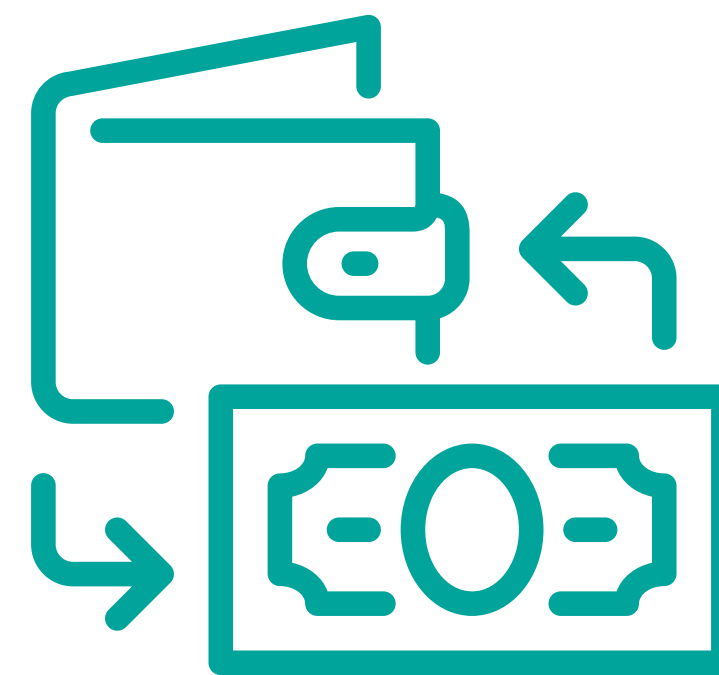


690

Jobs Supported

(Direct & Indirect)

Bartlett & Shelby County

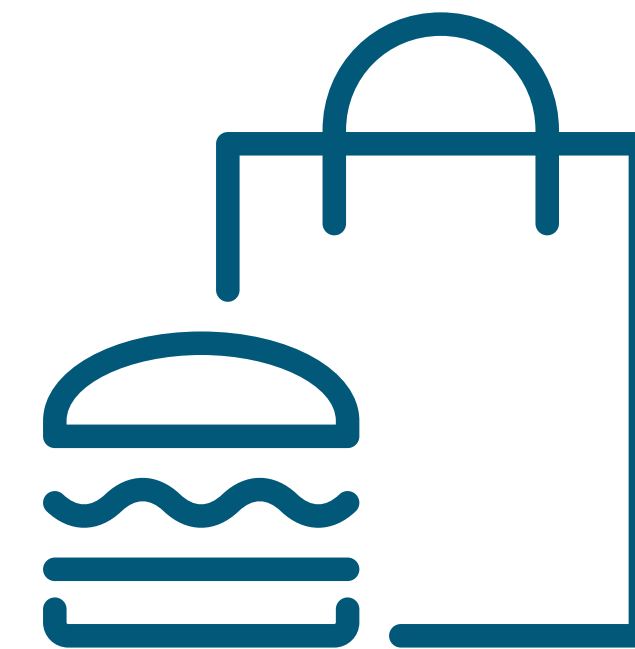


\$24 Mil

Annual Wages

(Direct & Indirect)

Bartlett & Shelby County



\$820,000

Sales Tax

(Direct & Indirect)

City of Bartlett

City of Bartlett



**Annual Direct
Property Tax
Revenue**

Current
\$2,118

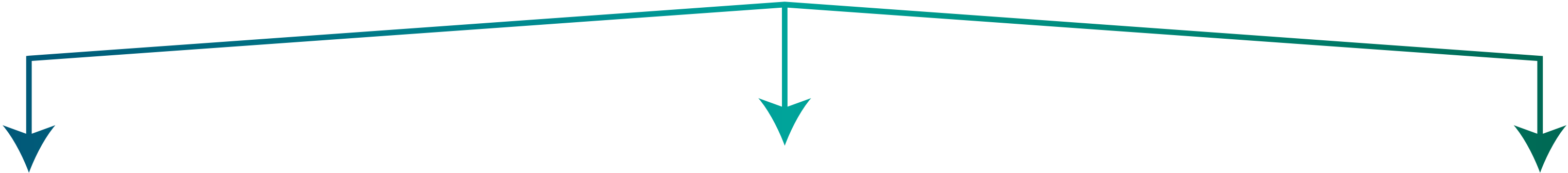


Upon Completion
\$496,642



\$1.7 Million

PROJECTED ANNUAL REVENUE



\$820,000

Sales Tax
(Direct & Indirect)



\$500,000

Direct
Property Tax

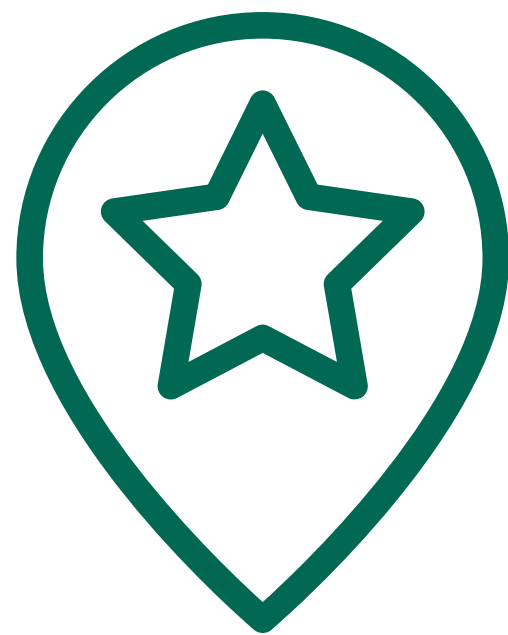


\$350,000

Indirect Property Tax
& Other Local Taxes

Projected Net New Property Tax

GENERATED FROM THIS DEVELOPMENT OVER A 20-YEAR PERIOD



\$8.5 Mil

City of Bartlett



\$13.8 Mil

Shelby County



\$22.3 Mil

Total Generated

Consideration of a TIF

TAX INCREMENT FINANCING

Incremental property tax is used to support infrastructure and other public assets.

20-Year TIF Term

1

**Withhold Debt
Service & Admin Fees**

2

**Designate
75% to TIF**

3

**Remainder to
City or County**

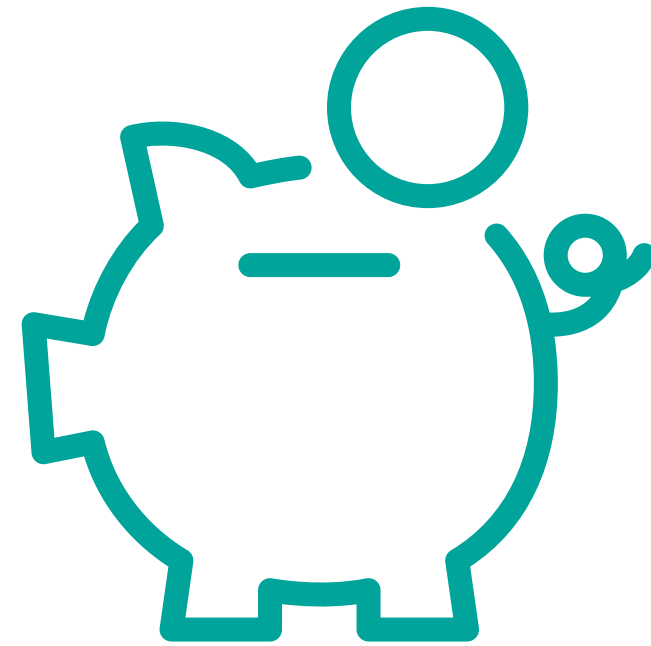
What a TIF Would Mean

FOR THE CITY OF BARTLETT – DURING 20-YEAR TIF TERM



\$240,000

3%
Admin Fees



\$500,000

5.88%
Debt Service



\$1.8 Mil

**City of
Bartlett**

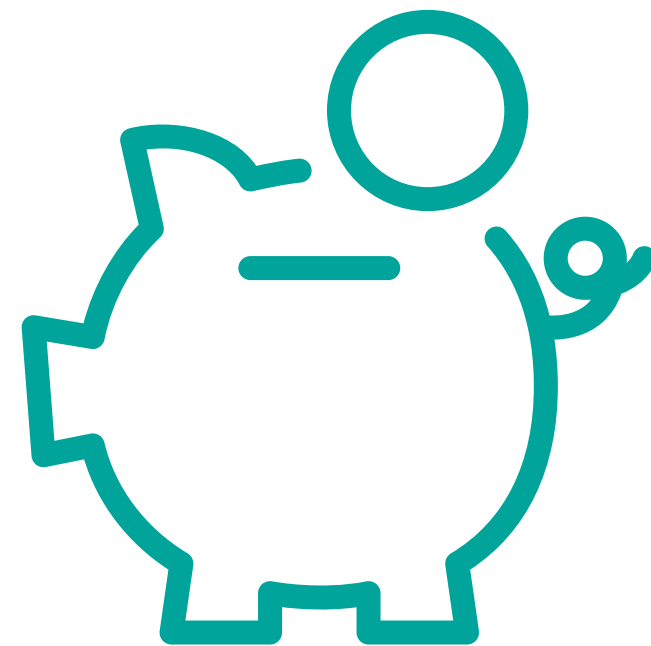
What a TIF Would Mean

FOR SHELBY COUNTY – DURING 20-YEAR TIF TERM



\$358,000

7%
Fees
(Admin & Trustee)



\$1.6 Mil

11.29%
Debt Service



\$2.4 Mil

**Shelby
County**

What a TIF Would Mean

FOR A PUBLIC/PRIVATE PARTNERSHIP

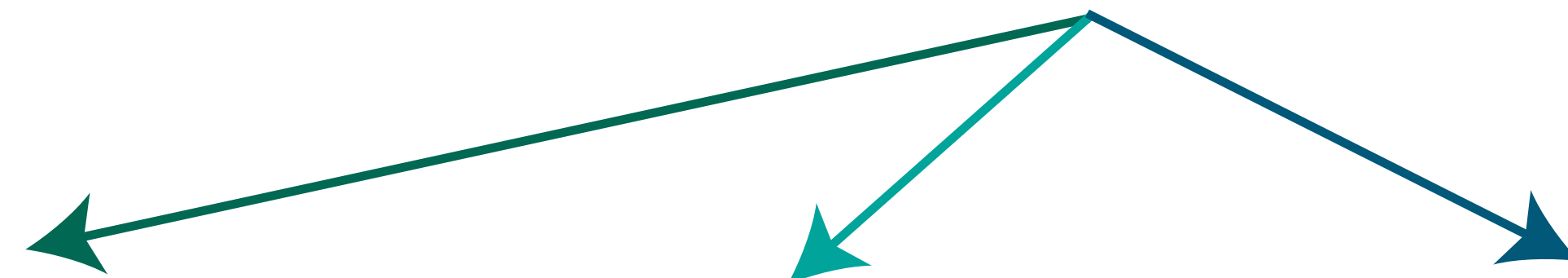
\$14.9 Mil

**75% of Taxes Designated to TIF
Over 20-Year Term**



\$7.8 Mil

Net Present Value



**Public Road
Improvements**



**Public Utility
Improvements**



**Sidewalks, Lighting
& Landscape**



\$4.60 to \$1.00

**BENEFIT TO COST
RATIO**



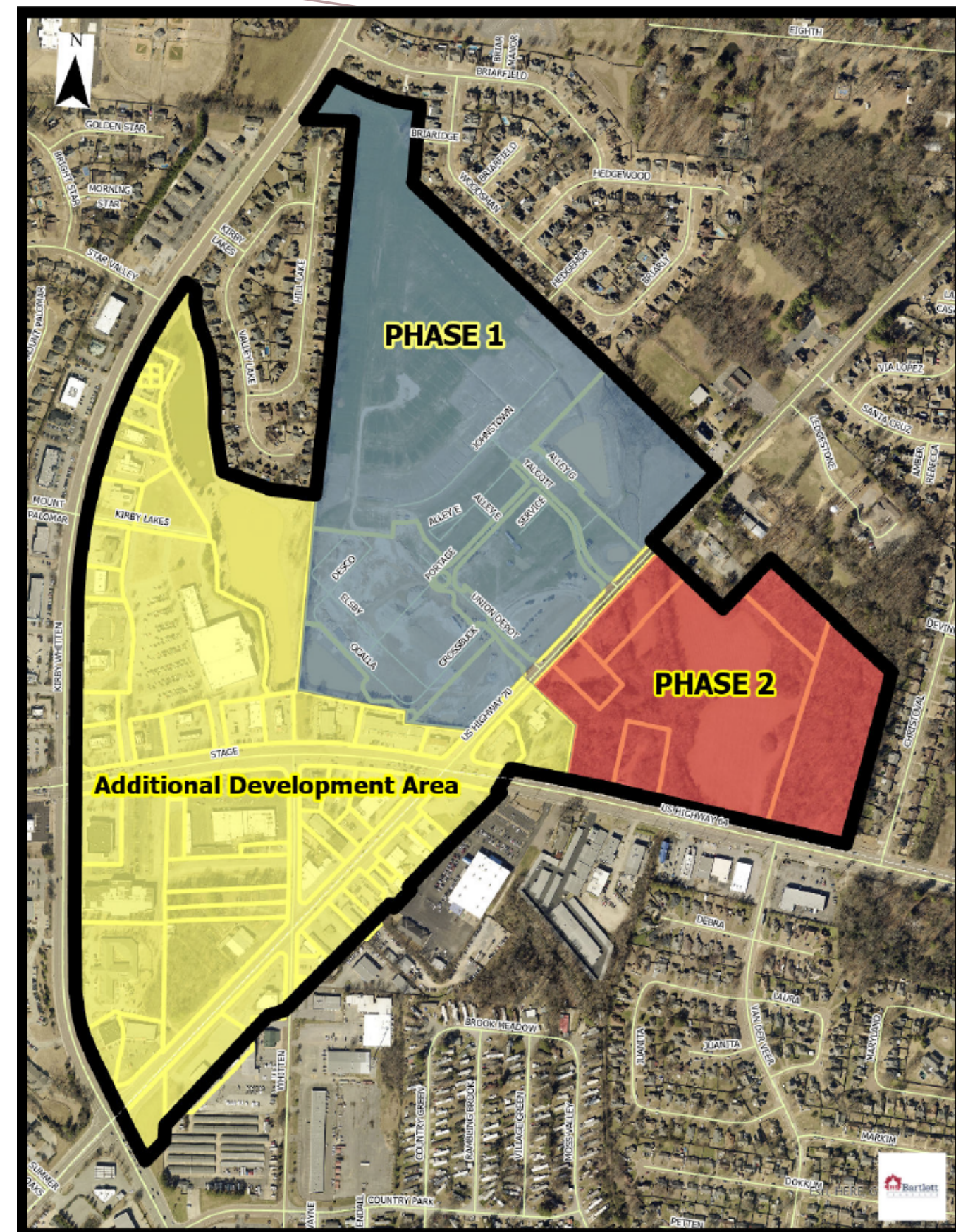
ADDITIONAL DEVELOPMENT AREA

Implementation of the Mid-South Safety
Action Plan (SAP) strategies

Resilient infrastructure improvements in
High-Crash Zones

Develop a long-term plan to reduce
crashes, advance mobility, and increase
business development

Allow for sustainable growth along the
curtilage of the Union Depot
development



Mid-South Safety Analysis Summary

- Assesses current regional safety policies and transportation conditions
- Analyzes crash data by location, severity, type, and contributing factors
- Identifies high-injury corridors using geospatial mapping
- Highlights safety disparities and recommends targeted improvements

Intersection	Crashes
Stage @ Kirby Whitten	179
Stage @ Bartlett Boulevard	127
Stage @ Summer Avenue	122
Summer Avenue @ Kirby Whitten	98
Kirby Whitten @ Yale	90

Intersection Safety Priority

- 3 of the 5 highest crash-risk intersections fall within the “Additional Development Area” of the proposed TIF extension
- The city is already initiating safety improvement pursuits at these locations
- Recurring TIF revenue would strengthen and accelerate these efforts
- Supports long-term public safety and mobility amid growing traffic volumes

MID-SOUTH SAFETY ACTION PLAN (SAP)

MAY 2023



SMART SAFETY, STRATEGIC INVESTMENT: ADVANCING SAP PRIORITIES WITH TIF SUPPORT

Proposed SAP-Aligned Improvements

- Redesign roads and intersections to reduce conflict points and improve traffic flow
- Upgrade signals with mast arms, smart sensors, and adaptive timing systems
- Implement access management strategies and traffic-calming features to slow speeds and reduce crashes
- Enhance lighting, signage, and pavement markings for better visibility and driver awareness
- Improve pedestrian and cyclist infrastructure with safer crossings, sidewalks, and dedicated bike lanes

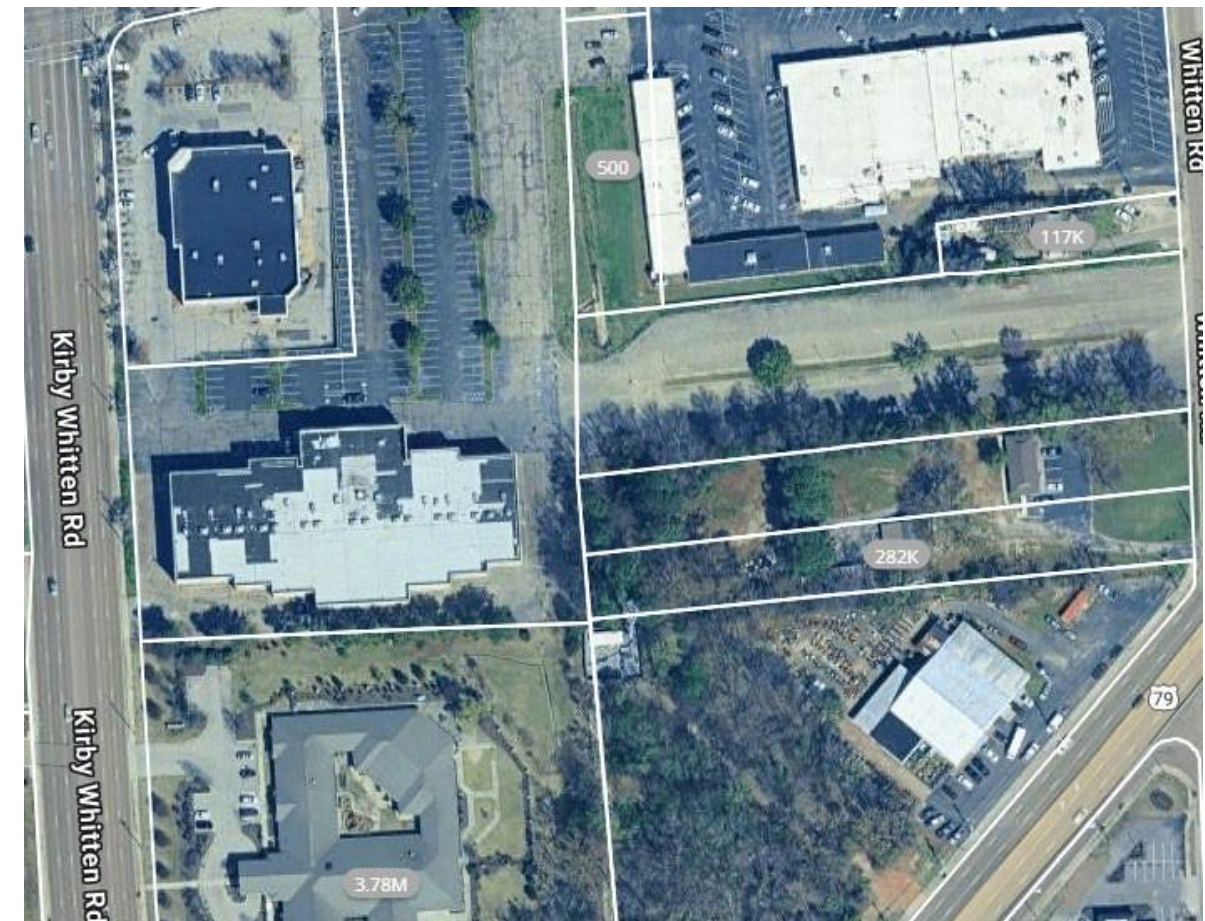
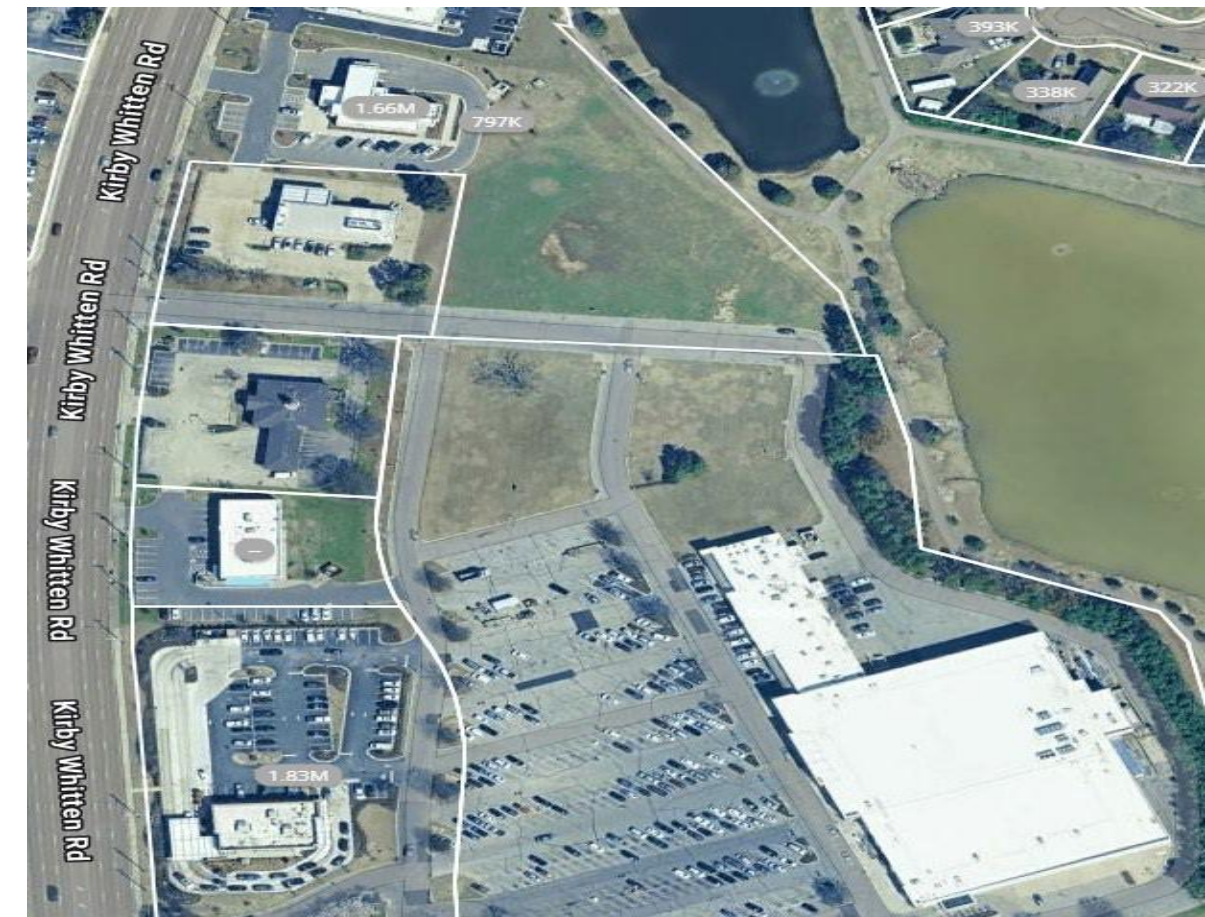
Safety Enhancements & Financial Support

- TIF revenue could augment grant-funded safety efforts, including additional intersection upgrades along the Stage Road corridor
- The City has applied for a Safe Streets and Roads for All (SS4A) planning grant to support a corridor-wide safety strategy
- Proposed enhancements could include AI-based near-miss detection and crash prediction
 - Smart signal timing and real-time traffic management
 - Pedestrian refuge islands and road diets to calm traffic
 - Automated pedestrian and cyclist counters for better data
 - Leading pedestrian intervals (LPIs) to reduce conflicts at crossings

BEYOND SAFETY

Advancing Retail & Restaurant Growth

- The TIF extension supports the City's vision to grow retail and dining options along Stage Road
- Identified as a priority by the Board of Mayor and Aldermen
- Confirmed by a University of Memphis survey showing strong community demand for commercial development
- Reinforced by the Bartlett Station Commission's vote to expand incentive boundaries throughout Stage Road
- Available parcels and aging properties in this area present development & redevelopment opportunities
- TIF revenue can help drive this growth while advancing safety, enhancing our streetscape, and improving economic vitality



RATIONALE FOR APPROVAL

- PROPERTY IS PRIME FOR DEVELOPMENT WITH UNION DEPOT INFRASTRUCTURE
- PROJECT BUILDS CITY TAX BASE AND CREATES SUBSTANTIAL NEW REVENUE
- ENHANCES VALUES OF SURROUNDING PROPERTIES
- PROVIDES ADDITIONAL HOUSING AND SHOPPING OPPORTUNITIES DESIRED BY RESIDENTS
- ENHANCES SAFETY AND INFRASTRUCTURE AT KEY INTERSECTION

QUESTIONS?

SUMMER AVE.

MIXED-USE
(COMMERCIAL
AND LOFTS)

MIXED-USE
(LOFTS)

VILLAGE
DISTRICT

DETENTION

MARKETPLACE
DISTRICT

MARKETPLACE
DISTRICT

MARKETPLACE
DISTRICT

STAGE ROAD

INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF BARTLETT, TENNESSEE

FIRST AMENDMENT
TO THE
ECONOMIC IMPACT PLAN
FOR
UNION DEPOT MIXED USE DEVELOPMENT

I. Background

The Economic Impact Plan for the Union Depot Mixed Use Development (the “Plan”) was approved by (a) the Industrial Development Board of the City of Bartlett, Tennessee on November 18, 2021, (b) the Board of Mayor and Aldermen of the City of Bartlett, Tennessee on November 23, 2021, and (c) the Board of County Commissioners of Shelby County, Tennessee on December 6, 2021. All capitalized terms used in this Amendment but not otherwise defined herein are given the meanings set forth in the Plan.

The Plan, as originally approved, provided for the development of an approximately 73.9-acre tract of land located at 6896 U. S. Highway 70 in Bartlett, Tennessee, on the former site of the Tennessee Baptist Children’s Home, into a mixed-use community expected to include residential, retail, and commercial components, as more particularly described below as the Phase 1 Project.

Since the Plan was initially approved, the development of the Phase 1 Project and related infrastructure has created additional development opportunities in the areas described below as the Phase 2 Property and the Additional Development Area, and additional public infrastructure is necessary to facilitate this additional development. This First Amendment to the Economic Impact Plan for Union Depot Mixed Use Development (the “First Amendment”) sets forth certain changes to the Plan that are necessary to assist this additional development.

II. Amendment to Plan

A. The Plan is amended by deleting Section I., Introduction, in its entirety and replacing it with the following:

I. Introduction

Blue Sky Communities Inc., a Tennessee corporation (“Blue Sky”), owns an approximately 73.9 acre tract of land located at 6896 U. S. Highway 70 in Bartlett, Tennessee, on the former site of the Tennessee Baptist Children’s Home, which is designated on the attached Exhibit B as the “Phase 1 Property”. Blue Sky has contracted to purchase an approximately 34.59 acre tract of land located at the intersection of Highway 64 and Highway 70 in Bartlett, Tennessee, which is designated on the attached Exhibit B as the “Phase 2 Property” (the Phase 1 Property and Phase 2 Property being collectively referred to herein as the “Properties”).

The Mid-South Safety Action Plan (“SAP”), published in May 2023, serves as a framework for reducing traffic-related fatalities and serious injuries across the Mid-South. The SAP identified Stage Road as a “high-injury corridor”. Additionally, a comprehensive data analysis revealed that the intersection of Stage and Kirby Whitten experienced the highest frequency of crashes in Bartlett. Furthermore, Stage Road at Summer Avenue was ranked as the third-highest crash intersection, and the stretch of Stage Road near the Properties is among the most hazardous segments in Bartlett. Given the influx of new residents expected in the area due as a result of development of the Properties, along with existing traffic safety concerns, the City of Bartlett, Tennessee (the “City”) is seeking to make several infrastructure improvements in the area surrounding the Properties to enhance pedestrian and vehicular safety, as more particularly described below.

Blue Sky and the City have requested assistance from the Industrial Development Board of the City of Bartlett, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the “Board”), in connection with certain projects to be developed on the Properties and certain infrastructure improvements in the areas surrounding the Properties, as more particularly described below.

What follows is an economic impact plan for the development of the Properties and certain areas surrounding the Properties (the “Plan”). First, the Plan explains the statutory authority for financial assistance from the Board (Section II). Second, the Plan describes the proposed project, the area subject to this Plan, and the requested financial assistance from the Board in the form of tax increment financing (Sections III, IV, and V). Third, the Plan discusses the expected benefits to the City of Bartlett and Shelby County from the redevelopment project (Section VI). Finally, the Plan explains the mechanics of the requested tax increment financing and the public approval process for the Plan (Sections VII and VIII).

B. The Plan is hereby amended by deleting Section III., The Project, in its entirety and replacing it with the following:

III. The Projects

Phase 1 Project

The Phase 1 Property is strategically located at the intersection of Highway 70 and Stage Road. Blue Sky or one or more affiliates thereof (“Developer”) will construct a mixed-use development on the Property that includes retail and commercial uses, as well as various residential products, which is known as Union Depot Phase I. The project will be a planned development that provides a compatible and complementary mixture of residential units and commercial uses and maintains an urban neighborhood setting through the use of unifying architectural guidelines and cohesive landscaping criteria. Through distinctive entrances into the established districts and complementary open spaces, Union Depot Phase I will establish itself as a unique and carefully planned development

that will stand apart from other developments with its own “sense of place.” Union Depot Phase I will be developed so that it not only preserves and protects, but also enhances, surrounding property and reflects sensitivity to the adjacent land uses. Union Depot Phase I will be a distinctive project at a high-profile, strategic location in Bartlett that will provide the opportunity for new shopping and entertainment options. A preliminary site plan for Union Depot Phase I is attached hereto as Exhibit A-1. The Union Depot Phase I mixed-use development described above, excluding the residential units, is collectively referred to in this Plan as the “Phase 1 Project.”

Phase 2 Project

The Phase 2 Property has remained an undeveloped site for decades and has been challenged by not having adequate infrastructure. The essential infrastructure in the area that is being provided by the Phase 1 Project creates an opportunity to develop the Phase 2 Property. Developer has proposed to construct a mixed-use development on the Phase 2 Property that may include retail and commercial uses as well as various residential products, which will be known as Union Depot Phase II. Union Depot Phase II will allow a variety of forms of commercial uses, such as traditional outparcels, ground floor retail within mixed-use buildings, and the potential for a larger anchor tenant. This flexibility will help give Bartlett residents exciting shopping options and convenient services. The architectural design and signage will be compatible with Union Depot Phase I so that they function as a unified, cohesive development. A preliminary site plan for Union Depot Phase II is attached hereto as Exhibit A-2. The Union Depot Phase II mixed-use development described above, excluding the residential units, is collectively referred to in this Plan as the “Phase 2 Project.”

Tax Increment Incentive

The Phase 1 Project and the Phase 2 Project are referred in this Plan collectively as the “Projects.” Each of the Projects is an eligible “project” within the meaning of Tenn. Code Ann. § 7-53-101(13). The Projects are expected to serve as a catalyst for additional development in the future in the other areas of the Plan Area, as described below (the “Future Development”), and such future developments would also constitute eligible “projects” within the meaning of Tenn. Code Ann. § 7-53-101(13).

The Projects and the Future Development, however, are not feasible without improving Highway 70 and Highway 64 to increase safety and making significant investments in new and improved infrastructure and parking in the area, including site design and analysis, site preparation, grading and drainage improvements, utilities, roads, sidewalks, pedestrian walkways, landscaping, gas lines, sewer lines, storm drainage facilities, street lights, parking areas, and other associated development expenses. In order to make the Projects financially feasible, the Developer has requested that the City and Shelby County, Tennessee (the “County”) approve, as part of this Plan, a plan for tax increment financing through the Board pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Projects, as more particularly

described in Section V below. The proceeds of the tax increment financing would be used to pay certain eligible costs, in accordance with Tenn. Code Ann. § 7-53-312 and Tenn. Code Ann. §§ 9-23-101 *et. seq.* (collectively, the “Tax Increment Act”) relating to the Projects (the “Tax Increment Incentive”).

C. The Plan is hereby amended by deleting Section IV., Boundaries of the Plan Area, in its entirety and replacing it with the following:

IV. Boundaries of Plan Area

The area that would be subject to this Plan and to the Tax Increment Incentive (the “Plan Area”) includes the Phase 1 Property, the Phase 2 Property, and adjoining areas that will directly benefit the Projects and Future Development or will directly benefit from the Projects and Future Development (such adjoining areas, the “Additional Development Area”). Certain improvements (e.g., improvements to Highway 70 and Highway 64) will be made in the Additional Development Area. The Plan Area is shown on the attached Exhibit B and is divided into the Phase 1 Property, the Phase 2 Property, and the Additional Development Area, all as depicted on Exhibit B. A list of the existing tax parcels that are included in the Plan Area is attached hereto as Exhibit C. The Plan Area is hereby declared to be subject to this Plan, and the Projects are hereby identified as the projects that will be located within the Plan Area.

D. The Plan is amended by deleting the first paragraph of Section V, Financial Assistance to the Project, and replacing it with the following:

The Board will provide financial assistance to the Projects, the Future Development, and infrastructure improvements in the Additional Development Area by applying the proceeds of the Tax Increment Incentive to pay for the following (collectively, the “Eligible Costs”): all costs that are (i) incurred in connection with (x) the development of the Projects, the Future Development, or public infrastructure in the Plan Area or (y) the Tax Increment Incentive and (ii) permitted under the Tax Increment Act, including, without limitation, the costs of designing, constructing, and installing the improvements described on the attached Exhibit D (the “Planned Improvements”). A final description of Planned Improvements, together with the costs and expenses of such improvements and fees to be reimbursed with the Tax Increment Incentive will be set forth in one or more development agreements consistent with this Plan to be executed by the Board, on the one hand, and the City and/or the Developer (including any future developers designated by the City or the Developer), on the other hand, in connection with the Tax Increment Incentive (collectively, the “Development Agreement”), as the same may be amended from time to time by the Board, the City, and the Developer (as applicable) so long as such amendments are consistent with this Plan. The Board will pay for, reimburse the Developer and the City for, or repay the debt (principal and interest) or other financing of (as applicable) the Eligible Costs upon receipt of adequate documentation of such costs and expenses, as more particularly set forth in the Development Agreement. The Board is hereby authorized to issue and sell bonds, notes, or other obligations for purposes of

paying the Eligible Costs, subject to the terms and conditions set forth in Section VII.b. below.

E. The Plan is hereby amended by deleting Section VI., Expected Benefits to City and County, and replacing it with the following:

VI. Expected Benefits to City and County

Implementation of the Projects will yield significant benefits to the City and the County. The primary benefits of the Projects and related redevelopment of the Plan Area will be to create and foster a vibrant, mixed-use center for the City and the County, to improve traffic safety along Highway 70, to create new jobs, and to generate new property and sales taxes for the City and County. These benefits are discussed in more detail below.

Phase 1 Project

The Phase 1 Project is expected to preserve and create jobs within the City and the County. The Project is expected to support approximately 716 jobs in the area.

The Phase 1 Project will generate substantial additional property taxes. Since the Phase 1 Property was tax exempt at the time of the original adoption of the Plan, there were no property taxes being generated at that time. The total investment for the Phase 1 Project is estimated at approximately \$162 million. The total additional City and County property taxes to be generated by the Phase 1 Project during the term of the Tax Increment Incentive (after payment of certain fees to the Shelby County Trustee and the Board as set forth in Section VII.a. below) are estimated at approximately \$15.0 million for the City and \$29.7 million for the County, based on tax rates at the time of adoption of the Plan. Of these property taxes, the City will receive approximately \$5.2 million, and the County will receive approximately \$10.9 million. A portion of the new property taxes generated for the Phase 1 Property would be available to pay for Eligible Costs and administrative expenses of the Tax Increment Incentive, as more particularly described below. Following the expiration of the Tax Increment Incentive, the City and County will benefit from the entire increase in the property taxes.

In addition to the new property taxes discussed above, implementation of the Phase 1 Project will generate local sales tax of approximately \$18.3 million for the term of the Tax Increment Incentive.

A further benefit to the City and the County is that the investments in public infrastructure enabled by the Phase 1 Project will defray the cost of essential upgrades and replacement that would otherwise have been made by the public sector. The private sector investments and new taxes will be long-lasting well beyond the twenty-year term of the Tax Increment Incentive.

Phase 2 Project

The Phase 2 Project is expected to preserve and create jobs within the City and the County. The Project is expected to support approximately 710 jobs in the area.

The Phase 2 Project will generate substantial additional property taxes. Since the Phase 2 Property is currently undeveloped, the current ad valorem taxes generated from the Phase 2 Property amount to only approximately \$10,026 per year. The total investment for the Phase 2 Project is estimated at approximately \$129 million. The total additional City and County property taxes to be generated by the Phase 2 Project during the term of the Tax Increment Incentive (after payment of certain fees to the Shelby County Trustee and the Board as set forth in Section VII.a. below) are estimated at approximately \$10.3 million for the City and \$20.1 million for the County, based on current tax rates. Of these property taxes, the City will receive approximately \$3.5 million, and the County will receive approximately \$6 million. A portion of the new property taxes generated for the Phase 2 Property would be available to pay for Eligible Costs and administrative expenses of the Tax Increment Incentive, as more particularly described below. Following the expiration of the Tax Increment Incentive, the City and County will benefit from the entire increase in the property taxes.

In addition to the new property taxes discussed above, implementation of the Phase 2 Project will generate local sales tax of approximately \$16.8 million for the term of the Tax Increment Incentive.

Additional Development Area

The Tax Increment Incentive will also be used by the City, or Developer (on behalf of the City), to make certain infrastructure improvements in the Additional Development Area, including access management assessments, redesigning roadways and intersections, promoting design improvements that encourage lower speeds, enhancing bike and pedestrian infrastructure, and improving roadside conditions such as lighting, signage, and markings. Specific improvements by the City, or Developer (on behalf of the City), include two box culverts, stop light improvement on Summer Avenue (Highway 70), new traffic signal on Stage Road (Highway 64), and changes to the turn lanes on Stage Road. These infrastructure improvements will improve public safety in the area by reducing traffic speeds, reducing traffic accidents, and creating safer pedestrian walkways and intersections.

F. The Plan is hereby amended by deleting subsections a. and b. of Section VII., Distribution of Property Taxes and Tax Increment Financing, and replacing them with the following:

a. Distribution of Taxes. Subject to the provisions of this Plan, property taxes imposed on real property and personal property located within the Plan Area shall be allocated and distributed as provided in this subsection. The

taxes assessed by the City and County on such property within the Plan Area will be divided and distributed as follows in accordance with Tax Increment Act:

- i. First, two percent (2%) of all of Shelby County property taxes payable with respect to the Plan Area shall be payable, as collected, to the Shelby County Trustee as set forth in Tenn. Code Ann. § 8-11-110 (“Shelby County Trustee Fee”).
- ii. Second, an amount equal to (x) the portion of the property taxes payable, as collected, with respect to the Plan Area for the Base Year (defined below), other than any portion of such taxes that that constitutes Dedicated Taxes, as defined below (the “Base Taxes”), plus (y) that portion of property taxes levied upon property within the Plan Area for the payment of debt service of the City and Shelby County (the “Dedicated Taxes” and together with the Base Taxes, the “Total Base Tax Amount”), less the County Trustee Fee, will, pursuant to Tenn. Code Ann. § 9-23-103, be allocated to and, as collected, paid to the City and Shelby County in the same manner as all other taxes levied by the City and Shelby County on all other properties; provided, however, that in any year in which the taxes on the property within the Plan Area are less than the Total Base Tax Amount, only the taxes actually imposed will be allocated and paid to the City and Shelby County. As used herein, “Base Year” means (i) 2020, with respect to any parcel within the Phase 1 Property, and (ii) 2024, with respect to any parcel in the remainder of the Plan Area (exclusive of the Phase 1 Property).
- iii. Third, seventy-five percent (75%) of the excess of property taxes over the Total Base Tax Amount less the Shelby County Trustee Fee as set forth above (the “TIF Revenues”) will be allocated and, as collected, paid into a separate fund of the Board created to hold such payments until the tax proceeds in the fund are to be applied to pay the Eligible Costs as described above.
- iv. Fourth, three percent (3%) of the of the excess of property taxes over the Total Base Tax Amount less the County Trustee fee shall be payable to the Board as an administrative fee for administering the Tax Increment Incentive.
- v. Fifth, two percent (2%) of the excess of Shelby County property taxes over the portion of the Total Base Tax Amount attributable to Shelby County property taxes shall, as collected, be payable to the Shelby County Trustee to administer the Shelby County Tax Increment Incentive.

- vi. Sixth, the remaining of the excess of property taxes over the Total Base Tax Amount less the Shelby County Trustee Fee as set forth above will be allocated to and, as collected, paid to the City and the County as all other taxes levied by the City and County on all other properties.

A table setting out the distribution process is set forth below:

City of Bartlett TIF Calculation		Shelby County TIF Calculation	
	Current Year Taxes Paid to City		Current Year Taxes Paid to County
		-	2% Shelby County Trustee's Fee
-	Base Year Taxes Paid to City	-	Base Year Taxes Paid to Shelby County
=	Excess of Current Over Base Year	=	Excess of Current Over Base Year
-	Current Year Millage Dedicated to Debt Service to City	-	Current Year Millage Dedicated to Debt Service to Shelby County
=	City Incremental Tax Revenue	=	County Incremental Tax Revenue
-	75% Share of City Incremental Tax Revenue to Projects	-	75% Share of County Incremental Tax Revenue to Projects
-	3% Share of City Incremental Tax Revenue to the Bartlett IDB	-	3% Share of County Incremental Tax Revenue to the Bartlett IDB
		-	2% Share of County Incremental Tax Revenue to Shelby County Trustee
=	22%* Share of City Incremental Tax Revenue to Bartlett	=	20%* Share of County Incremental Tax Revenue to Shelby County

*Based on current City and County portion of such taxes levied upon property for the payment of debt service of the City and County and subject to change from year to year.

The Plan Area may hereafter be divided into separate tax parcels to allow for phased development. The Board is authorized to make all calculations of TIF Revenues on the basis of each parcel within the Plan Area instead of on an aggregate basis as permitted by the Tax Increment Act. If the Board opts to have such calculations made based upon each parcel, the Board shall give notice to the City and Shelby County that such methodology will be used prior to the first allocation date of any TIF Revenues.

The Board is also authorized to designate, by notice to the City and Shelby County, that the allocation of TIF Revenues from any parcel or group of parcels in the Plan Area shall begin in any tax year prior to the following tax years, as applicable: with respect to any parcel within the Phase 1 Property, 2033; and with respect to any parcel in the remainder of the Plan Area (exclusive of the Phase 1 Property), 2036.

TIF Revenues shall be paid to the Board, to the extent received by the City or Shelby County, within ninety (90) days after the respective dates that taxes would be delinquent to the City and Shelby County for such tax year. TIF Revenues received by the City and Shelby County as delinquent taxes shall be paid to the Board by the City and Shelby County within thirty (30) days of receipt.

b. TIF Obligations. In order to pay for Eligible Costs, the Board intends to use the incremental tax revenues that it would receive as a result of the adoption of this Plan to pay debt service on obligations incurred to finance such costs (or to reimburse Developer and/or the City directly for Eligible Cost). This tax increment financing will be structured as follows:

- i. The Board will borrow the amount necessary to pay for the Planned Improvements, the cost of financing the Planned Improvements, and related Eligible Costs through the issuance and sale of notes, bonds, or other obligations of the Board in one or more series. Such amount will be applied to pay Eligible Costs after payment of costs incurred in connection with the issuance of the Tax Increment Financing. The Board may pledge the TIF Revenues allocated to the Board pursuant to this Plan to the payment of notes, bonds, or other obligations, including, without limitation, principal and interest thereon. In no event will any such obligations issued by the Board be considered a debt or obligation of the City or the County in any manner whatsoever, and the source of the funds to satisfy the Board's payment obligations thereunder shall be limited solely to the TIF Revenues, and such obligations shall otherwise be non-recourse to the Board, the City, and the County.
- ii. The proceeds of the notes, bonds, or obligations may be used to pay Eligible Costs as described above, the costs of issuances relating to notes, bonds or obligations described above, and interest on such notes, bonds, or other obligations.

- iii. The use of TIF revenues from Phase I Property or the Phase II Property to pay obligations of the Board and the use of the proceeds of such obligations to pay Eligible Cost may be limited to the Phase 1 Project or the Phase 2 Project, respectively.

G. The Plan is hereby amended by deleting Exhibit A in its entirety and replacing it with Exhibit A-1 and Exhibit A-2 attached hereto.

H. The Plan is hereby amended by deleting Exhibit B in its entirety and replacing it with Exhibit B attached hereto.

I. The Plan is hereby amended by deleting Exhibit C in its entirety and replacing it with Exhibit C attached hereto.

J. The Plan is hereby amended by deleting Exhibit D in its entirety and replacing it with Exhibit D attached hereto.

K. The terms and conditions of the Plan, as amended by this First Amendment, are hereby ratified and affirmed. In the event of any conflict between the terms of the Plan and the of this First Amendment, the terms of this First Amendment control.

Exhibits follow.

EXHIBIT A-1

Phase I Site Development Plan



Phase II Site Development Plan

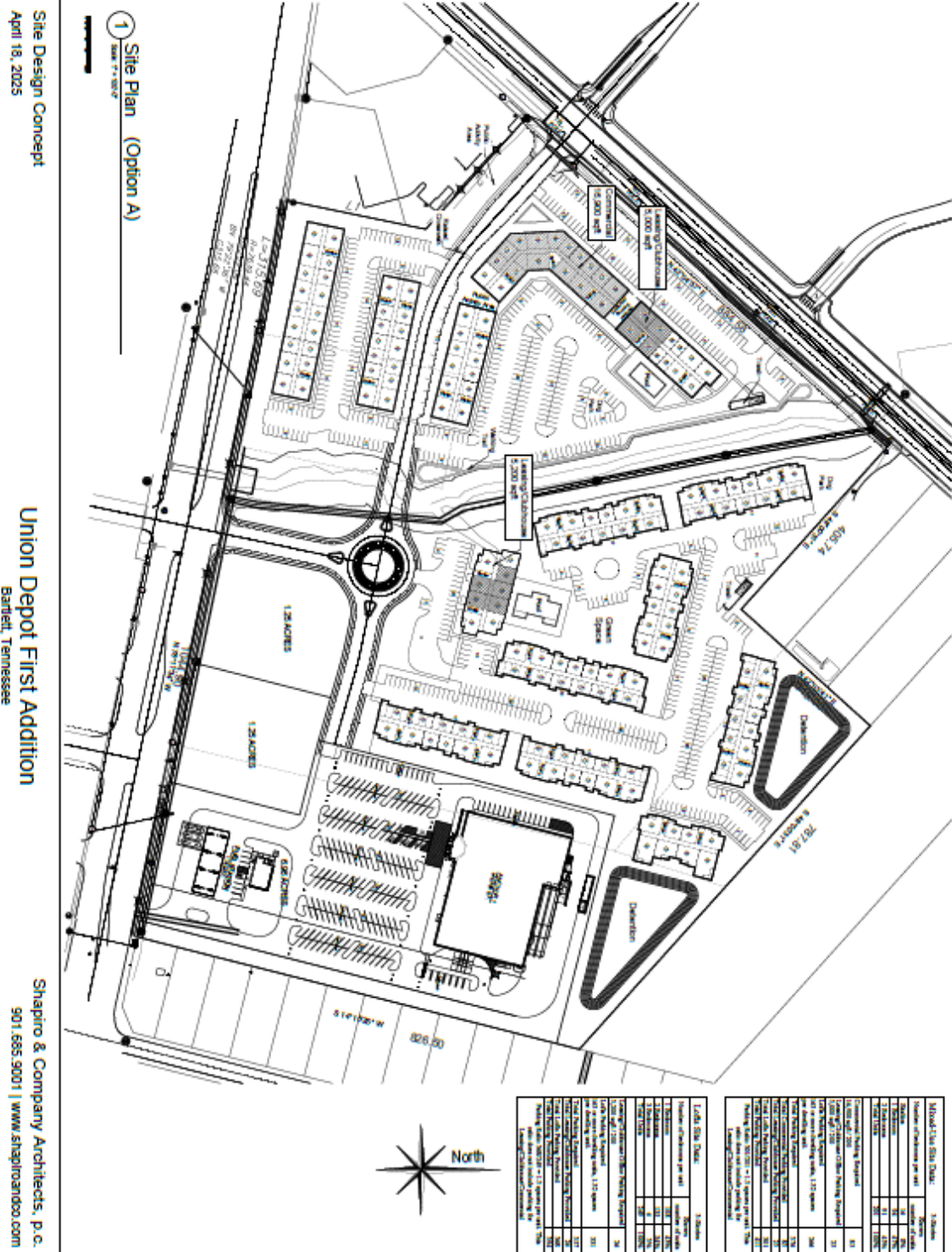


EXHIBIT B

Map of Plan Area

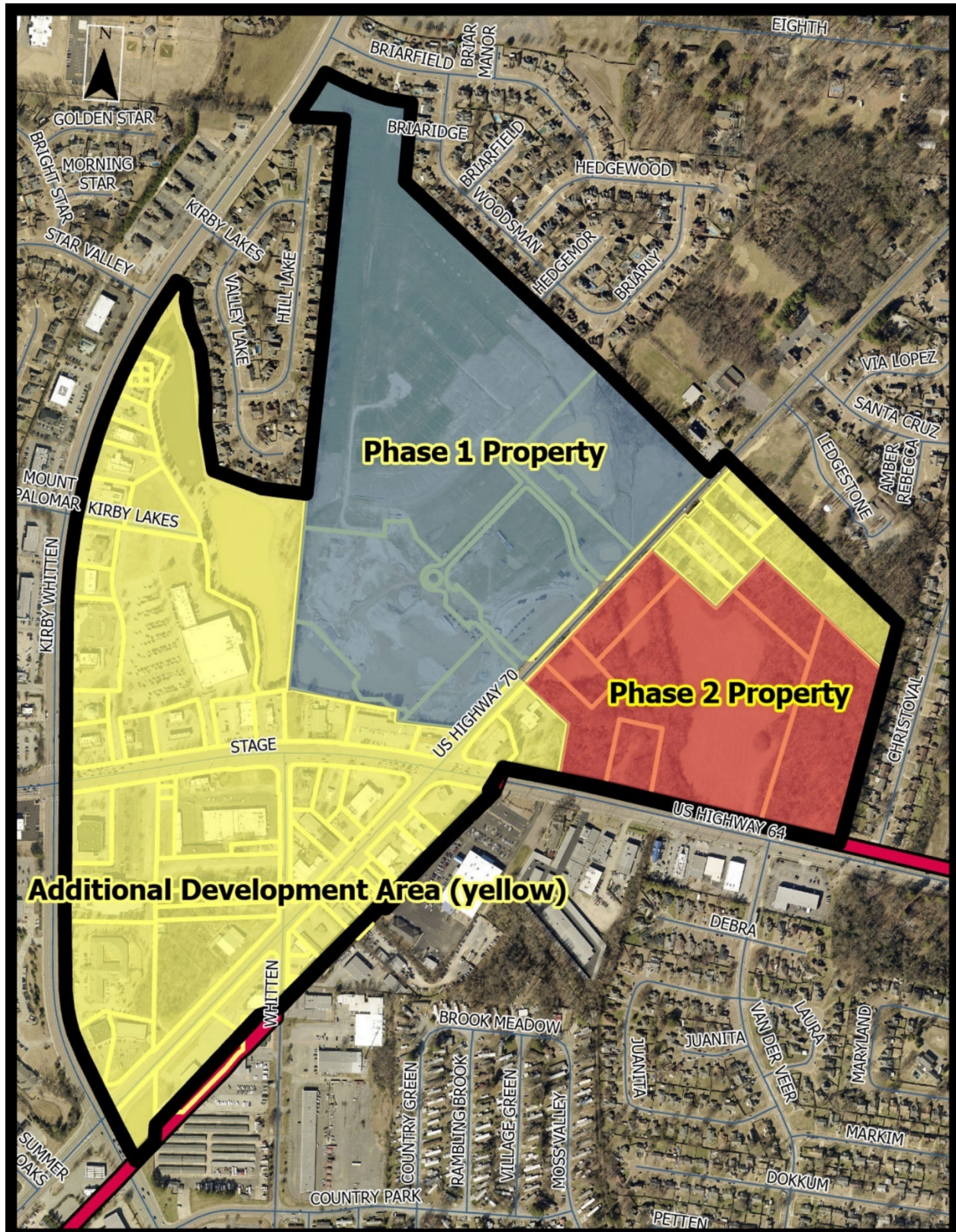


EXHIBIT C

Parcels in Plan Area

Phase 1 Property:

B0157 00802

Phase 2 Property:

B0157 00187

B0157 00188

B0157 00192

B0157 00195

B0157 00434

B0157 00672

Additional Development Area:

B0157 00193

B0157 00194

B0157 00196

B0157 00287

B0157 00287Z

B0157 00290

B0157 00291

B0157 00292

B0157 00438

B0157 00439

B0157 00440

B0157 00454C

B0157 00458C

B0157 00459

B0157 00460C

B0157 00520

B0157 00521

B0157 00525

B0157 00625C

B0157 00626

B0157 00684C

B0157 00717

B0157 00753

B0157 00761

B0157 00762

B0157 00763

B0157 00765

B0157 00775

Parcels continue on the following page.

Additional Development Area, continued:

B0157 00776
B0157 00783
B0157 00814
B0157 00852
B0157 00863
B0157 00879C
B0157 00881
B0157 00882C
B0157 00884
B0157 00902
B0157 00903
B0157 00927
B0157 00928
B0157 00930
B0157 00951C
B0157 00955
B0157 00956
B0157 00957
B0157 00958
B0157M H00001
B0157M H00002
B0157M H00003
B0157M H00004
B0157M H00005
B0201 00011C
B0201 00013
B0201 00015
B0201 00016C
B0201 00019
B0201 00020
B0201 00056
B0201 00062
B0201 00063
B0201 00122
B0201 00123
B0201 00124
B0201 00125
B0201 00134
B0201 00159
B0201 00177

EXHIBIT D

Planned Improvements

The following improvements in the Plan Area:

- a) Clearing, excavation, and erosion control
- b) Existing infrastructure demo and construction or reconstruction of public infrastructure
- c) Storm water drainage, detention ponds, and flood control
- d) Water system infrastructure
- e) Water features
- f) Public sewer infrastructure and improvements
- g) Electrical system
- h) Utility relocation, installation, replacement and placement
- i) Natural gas
- j) Public roadways, curbs, grates, gutters, medians, speed bumps and traffic calming devices, including (without limitation) two box culverts, stop light improvement on Summer Avenue (Highway 70), new traffic signal on Stage Road (Highway 64), and changes to the turn lanes on Stage Road.
- k) Pedestrian crosswalks, sidewalks and pedestrian safety features
- l) Bike lanes and bike racks
- m) Landscaping, irrigation, fencing, and street furnishings
- n) Traffic signals, street signs, wayfinding, district branding signs and transit stops
- o) Street lights and other safety lighting
- p) Street signs
- q) Street trees and site preparation
- r) Public parking lots
- s) Public park area amenities
- t) Walking and running trails
- u) Public common areas
- v) Acquisition of land for public right of ways and public buildings
- w) Security enhancements
- x) Clearing, grading, excavating, retaining walls and site work
- y) Permits, legal, insurance, consulting, construction management fees and architectural, civil engineering, traffic engineering, landscape architecture consulting fees for specific planning, design and construction services reasonably required to accomplish any of the foregoing.

As used above, "public infrastructure" has the meaning given to such term in Tenn. Code Ann. § 9-23-102.

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis - Summary

One-Time Impact from Construction								
	Economic Impact	Direct/ Indirect Jobs	Wages	Local Sales Tax	Local Other Taxes	Indirect Property Tax	Direct Property Tax	Total Local Taxes
Construction	\$ 170,142,220	604	\$ 43,666,784	\$ 1,730,622	\$ 88,201	N/A	N/A	\$ 1,818,823

Annual Impact from Operations - At Full Operation								
Development Type	Economic Impact	Direct/ Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct & Indirect)	Local Other Taxes (Including Hotel Taxes)	Indirect Property Tax	Annual Average Direct Property Tax (City/County & Debt Service & Fees)	Total Local Taxes
Privately-Owned	\$ 155,384	1	\$ 64,962	\$ 1,009	\$ 131	\$ 2,216	\$ 35,168	\$ 38,524
Lofts	\$ 12,911,038	54	\$ 4,001,562	\$ 62,174	\$ 8,083	\$ 119,647	\$ 330,224	\$ 520,128
Retail	\$ 91,443,780	636	\$ 19,922,144	\$ 1,576,740	\$ 40,241	\$ 1,409,173	Included in Total Above.	\$ 3,026,154
Total	\$ 104,510,202	691	\$ 23,988,668	\$ 1,639,923	\$ 48,455	\$ 1,531,036	\$ 365,392	\$ 3,584,806

20-Year Impact from Operations Plus One-Time Construction of Development								
Development Type	Economic Impact	Direct/ Indirect Jobs	Wages (Direct & Indirect)	Local Sales Tax (Direct & Indirect)	Local Other Taxes (Including Hotel Taxes)	Indirect Property Tax	Annual Average Direct Property Tax (City/County & Debt Service & Fees)	Total Local Taxes
Privately-Owned	\$ 2,563,836	1	\$ 1,071,873	\$ 16,649	\$ 2,162	\$ 36,564	\$ 703,363	\$ 758,738
Lofts	\$ 232,398,684	54	\$ 72,028,116	\$ 1,119,132	\$ 145,494	\$ 2,153,646	\$ 6,604,467	\$ 10,022,739
Retail	\$ 1,697,196,557	636	\$ 369,754,993	\$ 29,264,294	\$ 746,873	\$ 26,154,251	Included in Total Above.	\$ 56,165,418
Construction	\$ 170,142,220	N/A	\$ 43,666,784	\$ 1,730,622	\$ 88,201	N/A	N/A	\$ 1,818,823
Total	\$ 2,102,301,297	691	\$ 486,521,766	\$ 32,130,697	\$ 982,730	\$ 28,344,461	\$ 7,307,830	\$ 68,765,718

Total Taxes Designated to TIF:	\$ 14,939,500
Net Present Value of Taxes Designated to TIF (6% Discount Rate)	\$ 7,774,831

Benefit/Cost Ratio: 4.60

Ratio of Taxes Designated to TIF to All Other Local Taxes (Direct & Indirect) Generated From Operations as well as Debt Service, Fees and Tax Paid Directly to the City and County.

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

One-Time Impact from Construction	Townhomes	Lofts	Retail	Total
Construction Cost/Real Property Investment*	\$ 7,000,000	\$ 72,000,000	\$ 16,650,000	\$ 95,650,000
Final Demand Output Multiplier ¹	1.7788	1.7788	1.7788	
Economic Impact	\$ 12,451,600	\$ 128,073,600	\$ 29,617,020	\$ 170,142,220
Local Sales Tax Revenue from Capital Investment ²	\$ 77,000	\$ 792,000	\$ 183,150	\$ 1,052,150
Final Demand Employment Multiplier ³	6.3208	6.3208	6.3208	
Direct/Indirect Jobs Supported During Construction Period**	44	455	105	604
Shelby County Annual Average Wage - All Industries ⁴	\$ 72,296	\$ 72,296	\$ 72,296	
Wages Paid to Direct/Indirect Jobs	\$ 3,181,024	\$ 32,894,680	\$ 7,591,080	\$ 43,666,784
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 49,425	\$ 511,101	\$ 117,946	\$ 678,472
Other Local Indirect Tax Revenue ⁶	\$ 6,425	\$ 66,443	\$ 15,333	\$ 88,201
Total Tax Revenue from Wages Paid During Construction Period	\$ 132,850	\$ 1,369,544	\$ 316,429	\$ 1,818,823

*Construction estimates provided by the developer.

**Total employment for the construction period. If the construction period is five years, the annual average employment would be 142.

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

		Year 1	Year 2	Year 3	Year 4	Year 5
		2028	2029	2030	2031	2032
		0%	0%	0%	50%	100%
Annual Impact of Operations - Privately-Owned Townhomes	Full Operation					
Number of Units	40	-	-	-	20	40
Projected Annual HOA/Maintenance Fees	\$ 2,075					
Total Annual Projected Fees	\$ 83,000	\$ -	\$ -	\$ -	\$ 41,500	\$ 83,000
Final Demand Output Multiplier ⁷	1.8721					
Economic Impact from Service to Dwellings	\$ 155,384	\$ -	\$ -	\$ -	\$ 77,692	\$ 155,384
Final Demand Employment Multiplier ⁸	13.0862					
Total Employment - Direct & Indirect	1	-	-	-	1	1
Shelby County Annual Average Wage - Repairs and Maintenance ⁹	\$ 64,962					
Total Wages - Direct & Indirect	\$ 64,962	\$ -	\$ -	\$ -	\$ 32,481	\$ 64,962
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 1,009	\$ -	\$ -	\$ -	\$ 505	\$ 1,009
Other Local Indirect Tax Revenue ⁶	\$ 131	\$ -	\$ -	\$ -	\$ 66	\$ 131
Indirect Property Tax Revenue ¹⁰	\$ 2,216	\$ -	\$ -	\$ -	\$ 1,108	\$ 2,216
Total Tax Revenue - from Operations & Wages	\$ 3,356	\$ -	\$ -	\$ -	\$ 1,678	\$ 3,356

**Projection provided by the developer.*

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
Annual Impact of Operations - Privately-Owned Townhomes	2033	2034	2035	2036	2037	2038	2039	2040
	100%	100%	100%	100%	100%	100%	100%	100%
Number of Units	40	40	40	40	40	40	40	40
Projected Annual HOA/Maintenance Fees								
Total Annual Projected Fees	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000
Final Demand Output Multiplier ⁷								
Economic Impact from Service to Dwellings	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384
Final Demand Employment Multiplier ⁸								
Total Employment - Direct & Indirect	1	1	1	1	1	1	1	1
Shelby County Annual Average Wage - Repairs and Maintenance ⁹								
Total Wages - Direct & Indirect	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009
Other Local Indirect Tax Revenue ⁶	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131
Indirect Property Tax Revenue ¹⁰	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216
Total Tax Revenue - from Operations & Wages	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356

**Projection provided by the developer.*

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Annual Impact of Operations - Privately-Owned Townhomes	2041	2042	2043	2044	2045	2046	2047	20 Yr - Total
	100%	100%	100%	100%	100%	100%	100%	
Number of Units	40	40	40	40	40	40	40	40
Projected Annual HOA/Maintenance Fees								
Total Annual Projected Fees	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 1,369,500
Final Demand Output Multiplier ⁷								
Economic Impact from Service to Dwellings	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 155,384	\$ 2,563,836
Final Demand Employment Multiplier ⁸								
Total Employment - Direct & Indirect	1	1	1	1	1	1	1	1
Shelby County Annual Average Wage - Repairs and Maintenance ⁹								
Total Wages - Direct & Indirect	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 64,962	\$ 1,071,873
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 16,649
Other Local Indirect Tax Revenue ⁶	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 2,162
Indirect Property Tax Revenue ¹⁰	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 2,216	\$ 36,564
Total Tax Revenue - from Operations & Wages	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 3,356	\$ 55,375

**Projection provided by the developer.*

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
		2028	2029	2030	2031	2032	2033
Annual Impact of Operations - Lofts		0%	0%	100%	100%	100%	100%
Number of Units	360	-	-	360	360	360	360
Projected Monthly Rental Rate*	\$ 2,029						
Occupancy Rate	95%						
Total Annual Projected Fees	\$ 8,327,016	\$ -	\$ -	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016
Final Demand Output Multiplier ¹¹	1.5505						
Economic Impact from Rental Revenue	\$ 12,911,038	\$ -	\$ -	\$ 12,911,038	\$ 12,911,038	\$ 12,911,038	\$ 12,911,038
Final Demand Employment Multiplier ¹²	6.4921						
Total Employment - Direct & Indirect	54	-	-	54	54	54	54
Shelby County Annual Average Wage - Real Estate Rental and Leasing ¹³	\$ 74,103						
Total Wages - Direct & Indirect	\$ 4,001,562	\$ -	\$ -	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 62,174	\$ -	\$ -	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174
Other Local Indirect Tax Revenue ⁶	\$ 8,083	\$ -	\$ -	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083
Indirect Property Tax Revenue ¹⁰	\$ 119,647	\$ -	\$ -	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647
Total Tax Revenue - from Operations & Wages	\$ 189,904	\$ -	\$ -	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904

**Projection provided by the developer.*

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
	2034	2035	2036	2037	2038	2039	2040	2041
Annual Impact of Operations - Lofts	100%	100%	100%	100%	100%	100%	100%	100%
Number of Units	360	360	360	360	360	360	360	360
Projected Monthly Rental Rate*								
Occupancy Rate								
Total Annual Projected Fees	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016
Final Demand Output Multiplier ¹¹								
Economic Impact from Rental Revenue	\$12,911,038	\$12,911,038	\$12,911,038	\$12,911,038	\$12,911,038	\$12,911,038	\$12,911,038	\$12,911,038
Final Demand Employment Multiplier ¹²								
Total Employment - Direct & Indirect	54	54	54	54	54	54	54	54
Shelby County Annual Average Wage - Real Estate Rental and Leasing ¹³								
Total Wages - Direct & Indirect	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174
Other Local Indirect Tax Revenue ⁶	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083
Indirect Property Tax Revenue ¹⁰	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647
Total Tax Revenue - from Operations & Wages	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904

*Projection provided by the developer.

**City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis**

	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
	2042	2043	2044	2045	2046	2047	20 Yr - Total
Annual Impact of Operations - Lofts	100%	100%	100%	100%	100%	100%	
Number of Units	360	360	360	360	360	360	360
Projected Monthly Rental Rate*							
Occupancy Rate							
Total Annual Projected Fees	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 8,327,016	\$ 149,886,288
Final Demand Output Multiplier ¹¹							
Economic Impact from Rental Revenue	\$ 12,911,038	\$ 12,911,038	\$ 12,911,038	\$ 12,911,038	\$ 12,911,038	\$ 12,911,038	\$ 232,398,684
Final Demand Employment Multiplier ¹²							
Total Employment - Direct & Indirect	54	54	54	54	54	54	54
Shelby County Annual Average Wage - Real Estate Rental and Leasing ¹³							
Total Wages - Direct & Indirect	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 4,001,562	\$ 72,028,116
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 62,174	\$ 1,119,132
Other Local Indirect Tax Revenue ⁶	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 8,083	\$ 145,494
Indirect Property Tax Revenue ¹⁰	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 119,647	\$ 2,153,646
Total Tax Revenue - from Operations & Wages	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 189,904	\$ 3,418,272

**Projection provided by the developer.*

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Economic Impact Analysis

Annual Impact of Operations - Retail	General Retail	Food and Beverage	Grocery	Full Operation	Year 1	Year 2	Year 3
					2028	2029	2030
					0%	56%	100%
Total Square Footage Developed*	20,000	20,000	50,000	90,000			
Estimated Sales Per Square Foot ¹⁴	\$ 450	\$ 710	\$ 560				
Total Projected Annual Revenue	\$ 9,000,000	\$ 14,200,000	\$ 28,000,000	\$ 51,200,000	\$ -	\$ 28,672,000	\$ 51,200,000
Final Demand Output Multiplier ¹⁵	1.7487	1.8154	1.7831				
Total Economic Impact	\$ 15,738,300	\$ 25,778,680	\$ 49,926,800	\$ 91,443,780	\$ -	\$ 51,208,517	\$ 91,443,780
Direct Local Sales Tax Generated from Operation (2.75%)**	\$ 222,750	\$ 351,450	\$ 693,000	\$ 1,267,200	\$ -	\$ 709,632	\$ 1,267,200
Final Demand Employment Multiplier ¹⁶	12.9983	12.3715	12.2492				
Total Employment - Direct & Indirect	117	176	343	636	-	356	636
Shelby County Annual Average Wage - Specified Retail ¹⁷	\$ 31,354	\$ 25,493	\$ 34,306				
Total Wages - Direct & Indirect	\$ 3,668,418	\$ 4,486,768	\$ 11,766,958	\$ 19,922,144	\$ -	\$ 11,156,401	\$ 19,922,144
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 56,998	\$ 69,713	\$ 182,829	\$ 309,540	\$ -	\$ 173,342	\$ 309,540
Other Local Indirect Tax Revenue ⁶	\$ 7,410	\$ 9,063	\$ 23,768	\$ 40,241	\$ -	\$ 22,535	\$ 40,241
Indirect Property Tax Revenue ¹⁰	\$ 259,235	\$ 389,960	\$ 759,978	\$ 1,409,173	\$ -	\$ 789,137	\$ 1,409,173
Total Tax Revenue - from Operations & Wages	\$ 546,393	\$ 820,186	\$ 1,659,575	\$ 3,026,154	-	1,694,646	3,026,154

*Projection provided by the developer.

**Assumes that 90% of sales will be subject to the sales tax.

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Additio
Economic Impact Analysis

	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
	2031	2032	2033	2034	2035	2036
Annual Impact of Operations - Retail	100%	100%	100%	100%	100%	100%
Total Square Footage Developed*						
Estimated Sales Per Square Foot ¹⁴						
Total Projected Annual Revenue	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000
Final Demand Output Multiplier ¹⁵						
Total Economic Impact	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780
Direct Local Sales Tax Generated from Operation (2.75%)**	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200
Final Demand Employment Multiplier ¹⁶						
Total Employment - Direct & Indirect	636	636	636	636	636	636
Shelby County Annual Average Wage - Specified Retail ¹⁷						
Total Wages - Direct & Indirect	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540
Other Local Indirect Tax Revenue ⁶	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241
Indirect Property Tax Revenue ¹⁰	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173
Total Tax Revenue - from Operations & Wages	3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154

*Projection provided by the developer.

**Assumes that 90% of sales will be subject to the sales tax.

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Additio
Economic Impact Analysis

	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	2037	2038	2039	2040	2041	2042
Annual Impact of Operations - Retail	100%	100%	100%	100%	100%	100%
Total Square Footage Developed*						
Estimated Sales Per Square Foot ¹⁴						
Total Projected Annual Revenue	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000
Final Demand Output Multiplier ¹⁵						
Total Economic Impact	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780
Direct Local Sales Tax Generated from Operation (2.75%)**	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200
Final Demand Employment Multiplier ¹⁶						
Total Employment - Direct & Indirect	636	636	636	636	636	636
Shelby County Annual Average Wage - Specified Retail ¹⁷						
Total Wages - Direct & Indirect	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540
Other Local Indirect Tax Revenue ⁶	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241
Indirect Property Tax Revenue ¹⁰	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173
Total Tax Revenue - from Operations & Wages	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154

*Projection provided by the developer.

**Assumes that 90% of sales will be subject to the sales tax.

**City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Additio
Economic Impact Analysis**

	Year 16	Year 17	Year 18	Year 19	Year 20	
	2043	2044	2045	2046	2047	20 Yr - Total
Annual Impact of Operations - Retail	100%	100%	100%	100%	100%	
Total Square Footage Developed*						
Estimated Sales Per Square Foot ¹⁴						
Total Projected Annual Revenue	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 51,200,000	\$ 950,272,000
Final Demand Output Multiplier ¹⁵						
Total Economic Impact	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 91,443,780	\$ 1,697,196,557
Direct Local Sales Tax Generated from Operation (2.75%)**	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 1,267,200	\$ 23,519,232
Final Demand Employment Multiplier ¹⁶						
Total Employment - Direct & Indirect	636	636	636	636	636	636
Shelby County Annual Average Wage - Specified Retail ¹⁷						
Total Wages - Direct & Indirect	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 19,922,144	\$ 369,754,993
Local Indirect Sales Tax Revenue from Wages ⁵	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540	\$ 309,540	\$ 5,745,062
Other Local Indirect Tax Revenue ⁶	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241	\$ 40,241	\$ 746,873
Indirect Property Tax Revenue ¹⁰	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 1,409,173	\$ 26,154,251
Total Tax Revenue - from Operations & Wages	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 3,026,154	\$ 56,165,418

*Projection provided by the developer.

**Assumes that 90% of sales will be subject to the sales tax.

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
Combined Tax Summary

Year	Shelby County and City of Bartlett					
	Net New Taxes on Incremental Assessed Value	Total Net New Tax Designated for Debt Service	Trustee Fees	Admin Fee Designated to IDB	Total Net New Tax Designated to Project	Total Net New Taxes Allocated to City & County
Base Taxes	\$ 8,525					
Year 1 - 2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	\$ 57,279	\$ 5,285	\$ 1,324	\$ 1,539	\$ 38,464	\$ 10,667
Year 3 - 2030	\$ 644,063	\$ 59,427	\$ 14,879	\$ 17,300	\$ 432,501	\$ 119,956
Year 4 - 2031	\$ 708,564	\$ 65,378	\$ 16,369	\$ 19,033	\$ 475,815	\$ 131,969
Year 5 - 2032	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 6 - 2033	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 7 - 2034	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 8 - 2035	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 9 - 2036	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 10 - 2037	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 11 - 2038	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 12 - 2039	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 13 - 2040	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 14 - 2041	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 15 - 2042	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 16 - 2043	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 17 - 2044	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 18 - 2045	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 19 - 2046	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Year 20 - 2047	\$ 1,302,339	\$ 120,165	\$ 30,087	\$ 34,983	\$ 874,545	\$ 242,559
Total	\$ 22,247,330	\$ 2,052,730	\$ 513,964	\$ 597,600	\$ 14,939,500	\$ 4,143,536
Net Present Value*					\$7,774,831	

Total Taxes Designed to Trustee	\$ 513,964
Total Administrative Fees Designed to Shelby County and City of Bartlett	\$ 597,600
Total Taxes Designated to Debt Service:	\$ 2,052,730
Total Taxes Paid to County and City:	\$ 4,143,536
Total Taxes Designated to TIF:	\$14,939,500
Net Present Value of Taxes Designated to TIF	\$ 7,774,831

*Discount Rate of 6%

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
County Tax Summary

Year	Shelby County					
	Net New Taxes - Shelby County	Net New Tax Designated for Debt Service	Trustee Fees	Admin Fee Designated to IDB	Net New Tax Designated to Project	Net New Tax Allocated to Shelby County
Base Taxes	\$ 5,274					
Year 1 - 2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	\$ 35,436	\$ 4,001	\$ 1,324	\$ 922	\$ 23,045	\$ 6,144
Year 3 - 2030	\$ 398,452	\$ 44,985	\$ 14,879	\$ 10,365	\$ 259,124	\$ 69,099
Year 4 - 2031	\$ 438,356	\$ 49,490	\$ 16,369	\$ 11,403	\$ 285,075	\$ 76,019
Year 5 - 2032	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 6 - 2033	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 7 - 2034	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 8 - 2035	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 9 - 2036	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 10 - 2037	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 11 - 2038	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 12 - 2039	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 13 - 2040	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 14 - 2041	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 15 - 2042	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 16 - 2043	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 17 - 2044	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 18 - 2045	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 19 - 2046	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Year 20 - 2047	\$ 805,697	\$ 90,963	\$ 30,087	\$ 20,959	\$ 523,965	\$ 139,723
Total	\$ 13,763,396	\$ 1,553,884	\$ 513,964	\$ 358,034	\$ 8,950,684	\$ 2,386,830
Net Present Value*					\$4,658,125	
Total Taxes Designed to Trustee						\$ 513,964
Total Administrative Fees Designed to Shelby County						\$ 358,034
Total Taxes Designated to Debt Service:						\$ 1,553,884
Total Taxes Paid to County:						\$ 2,386,830
Total Taxes Designated to TIF:						\$ 8,950,684
Net Present Value of Taxes Designated to TIF						\$ 4,658,125

*Discount Rate of 6%

City of Bartlett, Shelby County TN
Union Depot Mixed-Use Development ~ First Addition
City Tax Summary

Year	City of Bartlett				
	Net New Taxes - City of Bartlett	Net New Tax Designated for Debt Service	Net New Tax Designated to Project	Admin Fee Designated to IDB	Net New Tax Allocated to City of Bartlett
Base Taxes	\$ 3,251				
Year 1 - 2028	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	\$ 21,843	\$ 1,284	\$ 15,419	\$ 617	\$ 4,523
Year 3 - 2030	\$ 245,611	\$ 14,442	\$ 173,377	\$ 6,935	\$ 50,857
Year 4 - 2031	\$ 270,208	\$ 15,888	\$ 190,740	\$ 7,630	\$ 55,950
Year 5 - 2032	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 6 - 2033	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 7 - 2034	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 8 - 2035	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 9 - 2036	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 10 - 2037	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 11 - 2038	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 12 - 2039	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 13 - 2040	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 14 - 2041	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 15 - 2042	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 16 - 2043	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 17 - 2044	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 18 - 2045	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 19 - 2046	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Year 20 - 2047	\$ 496,642	\$ 29,202	\$ 350,580	\$ 14,024	\$ 102,836
Total	\$ 8,483,934	\$ 498,846	\$ 5,988,816	\$ 239,566	\$ 1,756,706
\$3,116,706					

Total Administrative Fees Designed to Bartlett IDB	\$ 239,566
Total Taxes Designated to Debt Service:	\$ 498,846
Total Taxes Paid to City:	\$ 1,756,706
Total Taxes Designated to TIF:	\$ 5,988,816
Net Present Value of Taxes Designated to TIF	\$ 3,116,706

**Discount Rate of 6%*

Union Depot Mixed-Use Development ~ First Addition

Residential - Privately-Owned Townhomes

Total

Appraised Value of Homes:	\$	12,000,000
Current Appraised Value of Real Property	\$	72,921
Real Property Incremental Value Included in TIF:	\$	11,927,079

Real Property Tax Schedule

Shelby County Tax Rate: \$2.693	% Complete	Appraised Value	Shelby County							
			Net New Tax	Trustee Fee	Tax Dedicated for Debt Service (\$304)	Remaining Funds after Fees and Debt Service	Trustee Fee	IDB Fee	Taxes Designated to TIF from Remaining Funds	Taxes Allocated to Shelby County
			\$ 2.693	2%	11.29%		2%	3%	75%	20%
Base Tax		\$ 72,921	\$ 491							
Year 1 - 2028	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 3 - 2030	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 4 - 2031	50%	\$ 5,927,079	\$ 39,904	\$ 798	\$ 4,505	\$ 34,601	\$ 692	\$ 1,038	\$ 25,951	\$ 6,920
Year 5 - 2032	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 6 - 2033	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 7 - 2034	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 8 - 2035	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 9 - 2036	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 10 - 2037	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 11 - 2038	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 12 - 2039	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 13 - 2040	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 14 - 2041	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 15 - 2042	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 16 - 2043	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 17 - 2044	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 18 - 2045	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 19 - 2046	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Year 20 - 2047	100%	\$11,927,079	\$ 80,299	\$ 1,606	\$ 9,066	\$ 69,627	\$ 1,393	\$ 2,089	\$ 52,220	\$ 13,925
Total			\$ 1,324,688	\$ 26,494	\$ 149,561	\$ 1,148,633	\$ 22,980	\$ 34,462	\$ 861,471	\$ 229,720
Net Present Value*									\$438,567	

Shelby County Taxes Designated to Trustee:	\$ 49,474
Administrative Fee Designated to IDB:	\$ 34,462
Shelby County Taxes Designated to Debt Service:	\$ 149,561
New Taxes Paid to Shelby County:	\$ 229,720
Shelby County Taxes Designated to TIF:	\$ 861,471
Net Present Value of Taxes Designated to TIF	\$ 438,567

*Discount Rate of 6%

Union Depot Mixed-Use Development ~ First Addition

Residential - Privately-Owned Townhomes

Total

Appraised Value of Homes:	\$	12,000,000
Current Appraised Value of Real Property:	\$	72,921
Real Property Incremental Value Included in TIF:	\$	11,927,079

Real Property Tax Schedule

City of Bartlett Tax Rate: \$1.66	% Complete	Appraised Value	City of Bartlett					
			Net New Tax	Tax Dedicated to Debt Service	Remaining Funds after Debt Service	Admin Fee Designated to IDB	Taxes Designated to TIF from Remaining Funds	Share to City of Bartlett
			\$ 1.6600	5.88%		3%	75%	22%
Base Taxes		\$ 72,921	\$ 303					
Year 1 - 2028	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 3 - 2030	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 4 - 2031	50%	\$ 5,927,079	\$ 24,597	\$ 1,446	\$ 23,151	\$ 695	\$ 17,363	\$ 5,093
Year 5 - 2032	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 6 - 2033	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 7 - 2034	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 8 - 2035	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 9 - 2036	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 10 - 2037	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 11 - 2038	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 12 - 2039	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 13 - 2040	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 14 - 2041	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 15 - 2042	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 16 - 2043	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 17 - 2044	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 18 - 2045	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 19 - 2046	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Year 20 - 2047	100%	\$ 11,927,079	\$ 49,497	\$ 2,910	\$ 46,587	\$ 1,398	\$ 34,940	\$ 10,249
Total			\$ 816,549	\$ 48,006	\$ 768,543	\$ 23,063	\$ 576,403	\$ 169,077
Net Present Value*							\$293,441	

Administrative Fee Designated to IDB:	\$ 23,063
City of Bartlett Taxes Designated to Debt Service	\$ 48,006
New Taxes Paid to City of Bartlett:	\$ 169,077
City of Bartlett Taxes Designated to TIF:	\$ 576,403
Net Present Value of Taxes Designated to TIF	\$ 293,441

*Discount Rate of 6%

Union Depot Mixed-Use Development ~ First Addition

Commercial Development

Total

Projected Appraised Value of Development*:	\$	68,051,500
Current Appraised Value of Real Property	\$	710,396
Real Property Incremental Value Included in TIF:	\$	67,341,104

Real Property Tax Schedule

Shelby County Tax Rate: \$2.693	% Complete	Value	Shelby County							
			Net New Tax	Trustee Fee	Tax Dedicated for Debt Service (\$.304)	Remaining Funds after Fees and Debt Service	Trustee Fee	IDB Fee	Taxes Designated to TIF from Remaining	Taxes Allocated to Shelby County
			\$ 2.693	2%	11.29%		2%	3%	75%	20%
Base Taxes		\$ 710,396	\$ 4,783							
Year 1 - 2028	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	20%	\$ 3,289,604	\$ 35,436	\$ 709	\$ 4,001	\$ 30,726	\$ 615	\$ 922	\$ 23,045	\$ 6,144
Year 3 - 2030	100%	\$ 36,989,604	\$ 398,452	\$ 7,969	\$ 44,985	\$ 345,498	\$ 6,910	\$ 10,365	\$ 259,124	\$ 69,099
Year 4 - 2031	100%	\$ 36,989,604	\$ 398,452	\$ 7,969	\$ 44,985	\$ 345,498	\$ 6,910	\$ 10,365	\$ 259,124	\$ 69,099
Year 5 - 2032	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 6 - 2033	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 7 - 2034	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 8 - 2035	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 9 - 2036	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 10 - 2037	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 11 - 2038	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 12 - 2039	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 13 - 2040	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 14 - 2041	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 15 - 2042	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 16 - 2043	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 17 - 2044	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 18 - 2045	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 19 - 2046	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Year 20 - 2047	100%	\$ 67,341,104	\$ 725,398	\$ 14,508	\$ 81,897	\$ 628,993	\$ 12,580	\$ 18,870	\$ 471,745	\$ 125,798
Total			\$ 12,438,708	\$ 248,775	\$ 1,404,323	\$ 10,785,610	\$ 215,715	\$ 323,572	\$ 8,089,213	\$ 2,157,110
Net Present Value**									\$ 4,219,558	

Shelby County Taxes Designated to Trustee:	\$ 464,490
Administrative Fee Designated to IDB:	\$ 323,572
Shelby County Taxes Designated to Debt Service:	\$ 1,404,323
New Taxes Paid to Shelby County:	\$ 2,157,110
Shelby County Taxes Designated to TIF:	\$ 8,089,213
Net Present Value of Taxes Designated to TIF	\$ 4,219,558

*Provided by developer

**Discount Rate of 6%

Union Depot Mixed-Use Development ~ First Addition

Commercial Development

Total

Projected Appraised Value of Development*:	\$	68,051,500
Current Appraised Value of Real Property:	\$	710,396
Real Property Incremental Value Included in TIF:	\$	67,341,104

Real Property Tax Schedule

City of Bartlett Tax Rate: \$1.66	% Complete	Appraised Value	City of Bartlett					
			Net New Tax	Tax Dedicated to Debt Service	Remaining Funds after Debt Service	Admin Fee Designated to IDB	Taxes Designated to TIF from Remaining Funds	Share to City of Bartlett
			\$ 1.6600	5.88%		3%	75%	22%
Base Taxes		\$ 710,396	\$ 2,948					
Year 1 - 2028	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 2 - 2029	20%	\$ 3,289,604	\$ 21,843	\$ 1,284	\$ 20,559	\$ 617	\$ 15,419	\$ 4,523
Year 3 - 2030	100%	\$ 36,989,604	\$ 245,611	\$ 14,442	\$ 231,169	\$ 6,935	\$ 173,377	\$ 50,857
Year 4 - 2031	100%	\$ 36,989,604	\$ 245,611	\$ 14,442	\$ 231,169	\$ 6,935	\$ 173,377	\$ 50,857
Year 5 - 2032	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 6 - 2033	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 7 - 2034	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 8 - 2035	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 9 - 2036	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 10 - 2037	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 11 - 2038	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 12 - 2039	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 13 - 2040	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 14 - 2041	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 15 - 2042	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 16 - 2043	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 17 - 2044	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 18 - 2045	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 19 - 2046	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Year 20 - 2047	100%	\$ 67,341,104	\$ 447,145	\$ 26,292	\$ 420,853	\$ 12,626	\$ 315,640	\$ 92,587
Total			\$7,667,385	\$ 450,840	\$ 7,216,545	\$ 216,503	\$ 5,412,413	\$ 1,587,629
Net Present Value**							\$2,823,264	

Administrative Fee Designated to IDB:	\$ 450,840
City of Bartlett Taxes Designated to Debt Service	\$ 216,503
New Taxes Paid to City of Bartlett:	\$ 1,587,629
City of Bartlett Taxes Designated to TIF:	\$ 5,412,413
Net Present Value of Taxes Designated to TIF	\$ 2,823,264

*Provided by developer

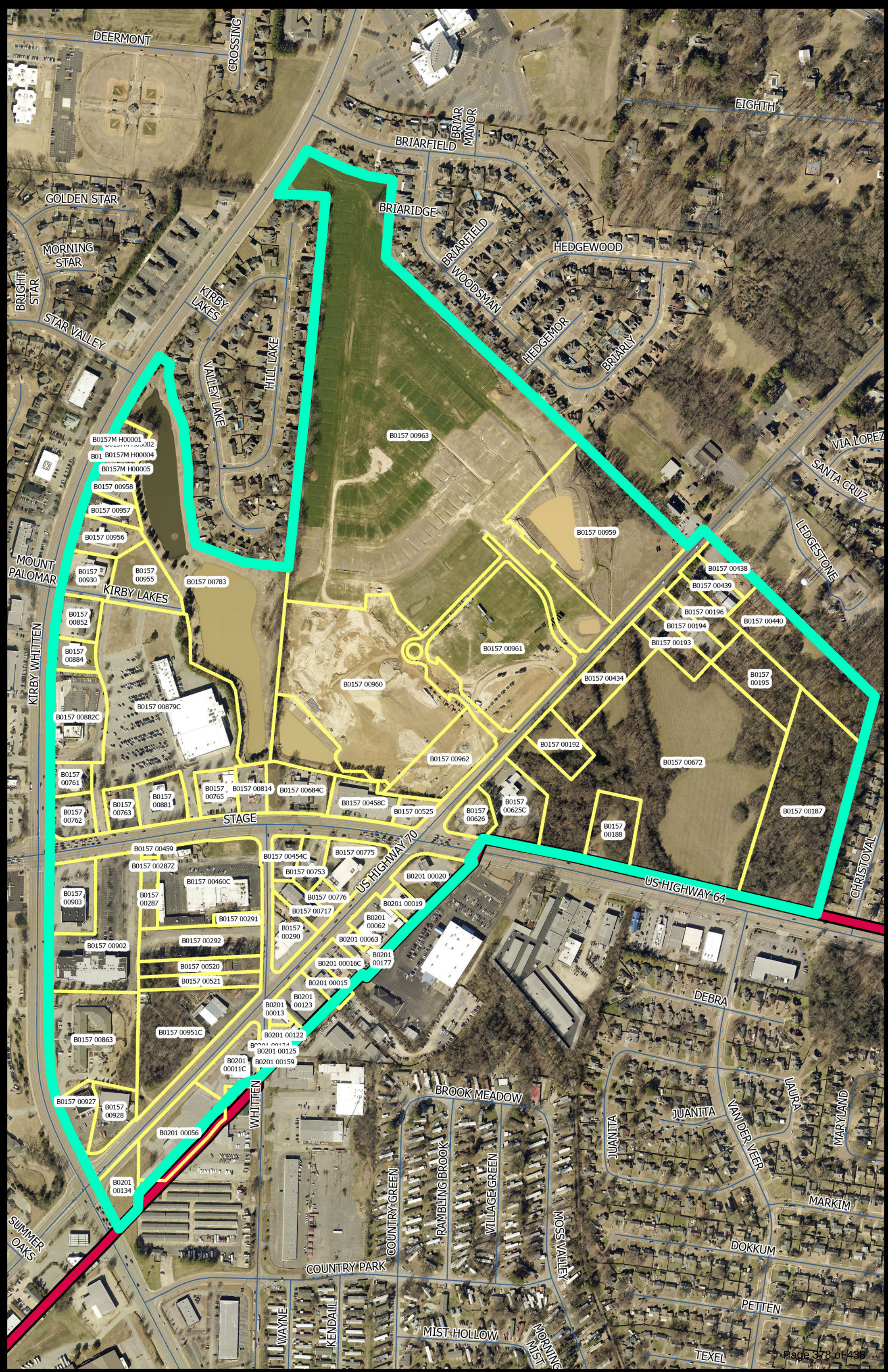
**Discount Rate of 6%

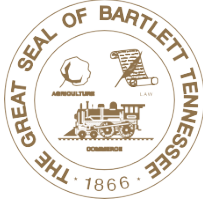
Notes for Union Depot - Bartlett TIF Impact Analysis:

1. U.S. Bureau of Economic Analysis, RIMS II final-demand aggregate output multiplier for Shelby County, Tennessee for construction. This multiplier represents the total dollar change in output that occurs in all industries for each additional dollar of output delivered to final demand by the specified industry.
2. For the purpose of this analysis, it is assumed that 40% of the construction costs would be for building materials that are subject to the City of Bartlett and Shelby County local option sales tax rate of 2.75%.
3. U.S. Bureau of Economic Analysis, RIMS II aggregate final demand employment multiplier for construction for Shelby County, Tennessee. This multiplier calculates the number of indirect jobs supported per million dollars of output by the specified industry.
4. Based upon data from the Tennessee Department of Labor; Annual Average Wage for Shelby County, 2023 for all industry types with a 1.5% inflation factor applied for and 2024 and 2025.
5. U.S. Department of Labor, "Consumer Expenditure Survey, Southern US" 2023; factor applied to determine the rate of indirect or "downstream" expenditures on sales taxable goods and services at the Bartlett option tax rate of 2.75%.
6. Based upon July 2023 - June 2024 collections of business, motor vehicle and other local taxes compared to sales tax for Shelby County.
7. U.S. Bureau of Economic Analysis, RIMS II final-demand output multiplier for Shelby County, Tennessee for services to buildings and dwellings.
8. U.S. Bureau of Economic Analysis, RIMS II final demand employment multiplier for service to buildings and dwellings for Shelby County, Tennessee.
9. Based upon data from Tennessee Department of Labor; Annual Average Wage for Shelby County, 2023 for repairs and maintenance with a 1.5% inflation factor applied for and 2024 and 2025.
10. New property tax for Shelby County and the City of Bartlett is based on new jobs supported by the ongoing operations of the specified industry. The new property value may be new single-family homes, new rental property, expansions or improvements to existing residential or commercial property. The assessment rate of 25% and a combined Shelby County (\$3.39) and City of Bartlett (\$1.73) tax rate of \$5.12 per \$100 of assessed value is used. For this calculation, it is assumed that 75% of the jobs supported are direct jobs. Property taxes paid directly by entities in the development are not included in this value.
11. U.S. Bureau of Economic Analysis, RIMS II final-demand aggregate output multiplier for Shelby County, Tennessee for real estate.
12. U.S. Bureau of Economic Analysis, RIMS II aggregate final demand employment multiplier for real estate for Shelby County, Tennessee.
13. Based upon data from Tennessee Department of Labor; Annual Average Wage for Shelby County, 2023 for real estate rental and leasing services with a 1.5% inflation factor applied for 2024 and 2025.
14. Average sales per square foot are based on Sales Per Square Foot Report as published by BizMiner 2019-2020 for the specified industries.

15. U.S. Bureau of Economic Analysis, RIMS II final-demand aggregate output multiplier for Shelby County, Tennessee for general merchandise and food services and drinking places.
16. U.S. Bureau of Economic Analysis, RIMS II aggregate final demand employment multiplier for general merchandise, food services and drinking places, and food and beverage stores for Shelby County, Tennessee.
17. Based upon data from Tennessee Department of Labor; Annual Average Wage for Shelby County, 2023 for general merchandise, food services and drinking places, and food and beverage stores with a 1.5% inflation factor applied for 2024 and 2025.

-Constant 2025 dollars. No tax rate changes are assumed. The most current series of RIMS II Multipliers (2017/2023) are utilized in this analysis.





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

Resolution 33-25

**Meeting: 8/26/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance**

WHEREAS, the citizens of the City of Bartlett have entrusted this administration with the care and custody of city-owned property, and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Bartlett; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the "*Property Conservation Matching Grant Program*", and

WHEREAS, the City of Bartlett now seeks to participate in this important program.

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

SECTION 1. That the City of Bartlett is hereby authorized to submit application for "*Property Conservation Matching Grant Program*" through the Loss Control Department of Public Entity Partners.

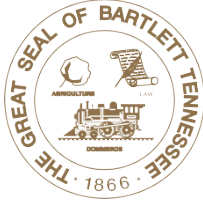
SECTION 2. That the City of Bartlett is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this day of August 26, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinance 25-04

Meeting: 8/26/2025 6:00 PM
Department: Administration
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:

**Ordinance 25-04, an ordinance to amend the City of Bartlett Cable
Television Ordinance, Title 9, Chapter 5.**

WHEREAS, the City desires to provide for the health, safety, and welfare of the citizens and to exercise the authority afforded by Tenn. Code Ann. §§ 7-59-101, et seq., by regulating cable service providers and cable service; providing for the granting of franchises to cable service providers that permit the operation of a cable system within the City for a specified term; and regulating the installation of poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable system within streets and public rights-of-way in the City.

WHEREAS, the City desires to promote competition in cable services and to encourage the provision of advanced and competitive cable services on the widest possible basis to the businesses, institutions, and residents of the City.

WHEREAS, the City desires to conserve the limited physical capacity of the streets and public rights-of-way held in public trust by City and to ensure that the City's current and ongoing costs of granting and regulating private access to and use of the streets and public rights-of-way are fully paid by the persons seeking such access and causing such costs and to secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the streets and public rights-of-way.

WHEREAS, the City desires to ensure that all cable service providers providing cable services within the City comply with the ordinances, rules and regulations of the City.

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desire to amend the Cable Television Ordinance, Title 9, Chapter 5, by deleting the chapter in its entirety and replacing it.

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

Title 9, Chapter 5, shall be amended by deleting the chapter in its entirety and replacing it with the following:

9-501. Purpose of chapter.

The purpose and intent of this chapter is to:

- (1) Establish a local policy concerning cable service providers and cable service and establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of cable service providers and cable service;
- (2) Promote competition in cable services;
- (3) Minimize unnecessary local regulation of cable and services;
- (4) Encourage the provision of advanced and competitive cable services on the widest possible basis to the businesses, institutions and residents of the city;
- (5) Permit and manage reasonable access to the streets of the city for cable purposes on a competitively neutral basis;
- (6) Conserve the limited physical capacity of the streets held in public trust by the city;
- (7) Ensure that the city's current and ongoing costs of granting and regulating private access to and use of the streets are fully paid by the persons seeking such access and causing such costs;
- (8) Secure fair and reasonable compensation to the city and the residents of the city for permitting private use of the streets;
- (9) Ensure that all cable carriers providing facilities or services within the city comply with the ordinances, rules and regulations of the city; ensure that the city can continue to fairly and responsibly protect the public health, safety and welfare; and
- (10) Enable the city to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development.

9-502. Definitions applicable to this chapter and chapter 8 of this title.

The following words, terms and phrases, when used in this chapter and in chapter 8 of this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Affiliate* means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another person.
- (2) *City* means the City of Bartlett, Tennessee, the grantor of rights under this chapter and chapter 8 of this title.
- (3) *City property* means all real property owned by the city, other than public streets and utility easements as those terms are defined in this section, and all property held in a proprietary capacity by the city, which are not subject to right-of-way franchising as provided in this chapter.
- (4) *FCC* means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

- (5) *Force majeure* means a strike, acts of nature, acts of public enemies, orders of any kind of a government of the United States of America, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the disabled party, but only to the extent the disabled party notifies the other party as soon as practicable regarding such force majeure.
- (6) *Person* means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers.

9-503. Penalty for violation of chapter.

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this chapter shall be fined not more than \$50.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

9-504. Other remedies.

Nothing in this chapter shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this chapter.

9-505. Rights reserved to the city.

The city hereby expressly reserves the following rights which shall not be deemed to be waived or abrogated by any franchise granted pursuant to this chapter:

- (1) Exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the city.
- (2) Adopt, in addition to the provisions contained in this chapter and in a franchise, issued by the city or the state, or license and in any existing applicable ordinance, such additional regulations as it shall find necessary in the exercise of its police power.
- (3) Amend this chapter or any franchise granted pursuant to this chapter to require reasonable and appropriate modifications in a franchise of a nature that would not result in effectively terminating such franchise.
- (4) Renegotiate any franchise granted pursuant to this chapter should substantial sections of this chapter be rendered void by subsequent changes in applicable federal or state laws.
- (5) Waive portions of this chapter if the city determines such waiver is in the public interest.

9-506. Definitions applicable to this chapter.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Basic service* means that service tier which includes the retransmission of local television broadcast signals and any community, educational and government access channel requirements under this chapter. The term "basic service" does not include optional program and satellite service tiers, a la carte services, per channel, per program or auxiliary services for which a separate charge is made. However, a company may include other satellite signals on the basic service.
- (2) *Cable service* means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (3) *Cable system* or *system* means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the city, but such term does not include:
 - a. A facility that serves only to retransmit the television signals of one or more television broadcast stations;
 - b. A facility that serves subscribers, unless such facility or facilities uses directly, as licensee, or otherwise, any public right-of-way;
 - c. A facility of a common carrier which is subject, in whole or in part, to the provisions of title 11 of the Cable Television Consumer Protection and Competition Act of 1992 (the act), except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the act) to the extent such facility is used in the transmission of video programming directly to subscribers; or
 - d. Any facilities of any electric utility used solely for operating its electric utility systems.
- (4) *Class IV channel* means a signaling path provided by a cable system to transmit signals of any type from a subscriber terminal to another point in the cable system.
- (5) *Company* means a grantee of rights under this chapter by means of an award of a franchise, or a grantee of rights in a state-issued franchise (state issued certificate of franchise authority) pursuant to the Competitive Cable and Video Services Act by means of an award of a franchise, or its permitted successor, transferee or assignee, or an applicant therefor.
- (6) *Converter* means an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view more than 12 channels delivered by the system at designated converter dial locations.

- (7) *Franchise* means the right of a company to operate a cable system within the city for a limited term and in a manner in agreement with this chapter and, if the franchise is a state-issued franchise, the Competitive Cable and Video Services Act as well.
- (8) *Gross revenues* means all revenue received directly or indirectly by a company from cable system operations within the city including, but not limited to, subscriber service monthly fees, pay cable fees, installation and reconnection fees, leased channel fees, converter rentals, studio rental, production equipment, personnel fees, late fees, downgrade fees, home shopping service commissions and advertising commissions; provided, however, that such shall not include any taxes on services furnished by a company imposed directly upon any subscriber or user by the state, local or other governmental unit and collected by the company on behalf of the governmental unit.
- (9) *Initial application* means the document setting forth the proposed terms for a franchise to be awarded by the city to a company for a new franchise as opposed to the renewal of a franchise.
- (10) *Installation* means the connection of the system from feeder cable to subscribers' terminals. The term shall include all procedures required to complete service standards, including underground installation of service lines and restoration of lawn areas.
- (11) *Monitoring* means observing a communications signal, or the absence of a signal, where the observer is neither the subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever; provided, however, that monitoring shall not include system wide, non-individually addressed sweeps of the system for purposes of verifying system integrity, controlling return paths transmissions, or billing for pay services.
- (12) *Normal business hours*, (as applied to the company), means those hours during which similar businesses in the city are open to serve customers. In all cases, normal business hours means that a company will be open for subscriber transactions Monday through Friday from 8:00 a.m. to 5:00 p.m., unless there is a need to modify those hours to fit more appropriately the needs of the city or the subscribers. A company will establish supplemental hours on weekdays and weekends if it would fit the needs of the city or the subscribers.
- (13) *Normal operating conditions* means those service conditions which are within the control of the company. Those conditions which are not within the control of the company include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the company include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
- (14) *PEG facility* means the public, educational and governmental access facility maintained by the city.
- (15) *Renewal proposal* means a document setting forth the proposed terms for the renewal of an existing franchise to a company already functioning as an operator of a cable system for the city.

- (16) *Street* means the surface of all rights-of-way and the space above and below, of any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the city for the purpose of public travel, and shall also mean other easements or rights-of-way as shall be now held or hereafter held by the city which shall within their proper use and meaning, entitle a company to the use thereof for the purposes of installing poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable system.
- (17) *Service interruption* means the loss of picture or sound on one or more channels.
- (18) *Subscriber* means any person, firm, company, corporation or association lawfully receiving basic service and/or additional service from the company.
- (19) *State-issued franchise (state issued certificate of franchise authority)* means a franchise applied for and granted by the State of Tennessee pursuant to the Competitive Cable and Video Services Act, T.C.A. § 7-59-301, et seq., as may be amended
- (20) *User* means a party utilizing a cable system channel for purposes of production or transmission of material to subscribers, as contrasted with receipt thereof in a subscriber capacity.

9-507. Rights and privileges of company.

- (1) A franchise granted by the city pursuant to this chapter or a state-issued franchise shall grant to a company the nonexclusive right and privilege to erect, construct, operate and maintain in, upon, and along, across, above, over and under the streets, now in existence and as may be created or established during the term hereof, any poles, wires, cable, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation of a system for the interception, sale, transmission and distribution of cable service and other audiovisual and data signals and the right to transmit the same to the inhabitants of the city on the terms and conditions set forth in this section.
- (2) It is understood that there may be from time to time within the city various streets which the city does not have the unqualified right to authorize a company to use because of reservations in favor of the dedicators or because of other legal impediments; therefore, in making this grant, the city does not warrant or represent as to any particular street or portion of a street that it has the right to authorize a company to install or maintain portions of its system therein, and in each case the burden and responsibility for making such determination in advance of the installation shall be upon a company.
- (3) The right to use the streets, easements and rights-of-way granted in this section or in a state-issued franchise is subject to all ordinances in the city addressing access and use of streets, easements and rights-of-way, the terms of all rights or franchises heretofore granted by the city, and to the terms of all rights or franchises hereafter granted by the city or by the state to companies with a franchise granted pursuant hereto or by the state and/or other companies primarily engaged in the rendering of public utilities service.

- (4) Nothing in this section shall vest a company any property rights in the city-owned property, nor shall the city be compelled to maintain any of its property any longer than or in any fashion other than, in the city's judgment, its own business or needs may require.

9-508. Binding effect.

- (1) Upon grant of a franchise pursuant hereto or by the state and acceptance thereof by a company, a company will be bound by all the terms and conditions contained in this chapter except, in the case of a state-issued franchise, should there be a direct and clear conflict with this chapter and the applicable state law, such state law would control.
- (2) Upon grant and acceptance of a franchise issued by the city, a company and the city shall agree, either in the franchise agreement itself or in a separate document, as to all financial obligations of the company to the city associated with the franchise.

9-509. Franchise territory.

A franchise granted by the city or a state-issued franchise is for the present territorial limits of the city and for any area henceforth added thereto during the term of the franchise.

9-510. Duration and acceptance of franchise.

A franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after final grant and acceptance thereof by a company for the term specified in an initial proposal or renewal proposal as the case may be or for the term set forth in the state-issued franchise, which term may be for not more than 20 years; provided, however, that by appropriate agreement certain obligations may be deemed to commence from a date prior to the final grant and acceptance of a franchise. Acceptance by a company of a franchise shall constitute a representation or warranty that it accepts the franchise willingly and without coercion, undue influence and duress, that it has not misrepresented or omitted material facts, has not accepted the franchise with intent to act contrary to the provisions of this chapter, and that, so long as it operates the cable system, it will be bound by the terms and conditions of this franchise, subject to applicable state and federal law.

9-511. Franchise renewal.

- (1) A franchise may be renewed by the city in accordance with the procedures delineated in 47 USC 546 or other applicable statutory requirements.
- (2) In the absence of statutory requirements:
- (a) At least 24 months prior to the expiration of its franchise, a company shall inform the city in writing of its intent to seek renewal of the franchise.
 - (b) Such company shall submit a renewal proposal which demonstrates that:

- (3) It has been and continues to be in substantial compliance with the terms, conditions and limitations of this chapter and its franchise;
- (4) Its system has been installed, constructed, maintained and operated in accordance with the accepted standards of the industry, this chapter and its franchise;
- (5) It has the legal, technical, financial and other qualifications to continue to maintain and operate its system, and to improve the same as the state of art progresses so as to ensure its subscribers high quality service; and
- (6) It has made a good faith effort to provide services and facilities which accommodate and will accommodate the demonstrated needs of the city and its residents as may be reasonably ascertained by the city.
 - (a) After giving public notice, as defined in section 9-522, the city shall proceed to determine whether the company has met the requirements of section 9-510. In making this determination, the city shall consider technical developments and performance of the system, programming and other services offered, cost of services, and any other particular requirements set out in this chapter. Also, the city shall consider a company's reports made to the city and the FCC; may require a company to make available specified records, documents and information for this purpose; and may inquire specifically whether a company will supply services sufficient to meet community needs and interests. Industry performance on a national basis shall also be considered. Provision shall be made for public comment.
 - (b) The city shall then adopt any amendments to this chapter that it considers necessary.
 - (c) If the city finds the company's performance satisfies the renewal requirements as set out in statutory requirements or, in lieu thereof, satisfies the four criteria outlined above in subsection (b)(2) of this section, a new franchise shall be granted pursuant to this chapter, as amended.
 - (d) If a company is determined by the city not to have satisfied the criteria described at subsection (b)(2) of this section, new applicants shall be sought and evaluated and a franchise award shall be granted by the city according to this chapter.

9-512. Police powers.

- (1) In accepting a franchise issued by the city or the state, a company acknowledges that its rights under this chapter are subject to the police power of the city to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the city pursuant to such power.
- (2) Any conflict between the provisions of this chapter and/or a franchise and any other present or future lawful exercise of the city's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the city or which applies exclusively to a company or cable systems and which contains provisions inconsistent with this chapter and/or a franchise, shall prevail only if upon such exercise the

city finds an emergency exists constituting a danger to health, safety, property or such exercise is mandated by law.

- (3) The right is hereby reserved to the city to adopt, in addition to the provisions contained in this chapter and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power. Nothing in this chapter or in any agreement under this chapter awarding a franchise or in any franchise granted by the state shall be construed as an abrogation by the city of its police power.

9-513. Cable television franchise.

Any person or entity who desires to construct, install, operate, maintain, lease or otherwise locate or continue to locate, a cable system in any street of the city for the purpose of providing cable service to persons in the city shall obtain a cable franchise from the city pursuant to this chapter or a state-issued franchise pursuant to the Competitive Cable or Video Services Act, T.C.A. § 7-59-301, et seq., as may be amended.

9-514. Use of company facilities.

The city shall have the right, during the term of any franchise, whether issued by the city or the state, to install and maintain free of charge upon the poles of a company any wire or pole fixtures that do not unreasonably interfere with the cable system operations of such company.

9-515. Costs.

A company shall bear the following costs: all reasonable and justifiable charges or costs incidental to the awarding, renewal or enforcement of a franchise including, but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages.

9-516. Notices.

All notices from a company to the city shall be addressed to the Engineering Department. A company shall maintain with the city, throughout the term of its franchise, an address for service of notices by mail.

9-517. Letter of credit/security deposit.

- (1) Within 15 days after the award of a franchise whether by the city or the state, a company shall deposit with the city either a letter of credit from a federally insured financial institution, or a security deposit in such an institution, in immediately available funds in the amount of \$50,000.00. The sole condition of the letter of credit shall be written notice by the city to the issuer that a company is in default under the franchise. The security deposit must be available for draw by the city without condition. The form, issuer and content of such letter of credit or security deposit shall be approved by the city. These instruments shall be used to ensure the faithful performance of a company of all provisions of its franchise, compliance with all orders, permits and directions of any agency, commission,

board, department, division or office of the city having jurisdiction over its acts or defaults under its franchise and the payment by a company of any claims, liens and taxes due the city which arise by reason of the construction, operation or maintenance of the system.

- (2) The letter of credit or security deposit shall be maintained at the amount of \$50,000.00 for the entire term of a franchise even if sums are withdrawn therefrom pursuant to subsections (1) or (3) of this section.
- (3) If a company fails to pay to the city any sum due under its franchise within the time required; or fails after 15-days' notice to pay to the city any taxes due and unpaid; or fails to repay the city within 15 days, any damages, costs or expenses which the city is compelled to pay by reason of any act or default of a company in connection with its franchise; or fails, after 15-days' notice of such default to comply with any provision of its franchise which the city reasonably determines can be remedied, the city may immediately demand payment of the amount thereof, with interest and any penalties, from the issuer of the letter of credit or the holder of such security deposit. Upon such demand for payment, the city shall notify the company of the amount and date thereof.
- (4) The rights reserved to the city with respect to the letter of credit and security deposit are in addition to all other rights of the city, and no action, proceeding or exercise of a right with respect to such letter of credit or security deposit shall affect any other right the city may have.
- (5) The letter of credit shall contain the following endorsement: "It is hereby understood and agreed that this letter of credit may not be canceled or not renewed until 30 days after receipt by the city, by certified mail, of a written notice of such intention to cancel or not to renew."
- (6) Upon receipt of such 30-day notice, such shall be construed as a default granting the city the right to call for payment of either the security deposit or letter of credit.
- (7) Notwithstanding the foregoing provisions of this section, if a company makes application to the city to be relieved from furnishing a letter of credit, the Mayor or his or her designee may waive the requirement for such bond or reduce the required amount thereof if the Mayor or his or her designee determines that, for state-issued franchises, the company is in compliance with T.C.A. § 7-59-305(c)(6) as to financial qualifications of a cable service provider and, for city-issued franchises, that:
 - (a) Such company has a net worth of not less than \$50,000,000.00 as reflected by its most current audited financial statement; and
 - (b) The performance of such company of its obligations generally, whether financial or otherwise, has been satisfactory with respect to the city and with respect to other parties with which such company has had obligations of construction or improvements to cable systems.

9-518. Performance bond.

- (1) Thirty days prior to commencing any construction, whether such construction consists of improvements to the existing system or construction of a new system, a company shall file with the city a performance bond and payment bond in the amount of not less than 50

percent of the costs necessary to perform such construction. This bond shall be maintained throughout the construction period and thereafter until such time as determined by the city. The form, content, and amount of such bond shall be approved by the city.

- (2) If a company fails to comply with any law, ordinance or resolution governing its franchise or fails to well and truly observe, fulfill and perform each term and condition of its franchise, as it relates to the conditions relative to the construction of the system, there shall be recoverable jointly and severally, from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification, or costs of removal or abandonment of any property of the company, plus a reasonable allowance for attorney's fees, including the city's legal staff, and costs, up to the full amount of the bond. This section shall be an additional remedy for any and all violations outlined in section 9-517.
- (3) The city may, upon completion of construction, waive further maintenance of such bonds. However, the city may require a like bond to be posted by a company for any construction subsequent to the completion of any improvements or construction of a new system.
- (4) Notwithstanding the foregoing provisions of this section, if a company makes application to the city to be relieved from furnishing a performance and payment bond relative to construction of a system or improvements thereto, the Mayor or his or her designee may waive the requirement for such bond or reduce the required amount thereof if the Mayor or his or her designee determines, for state-issued franchises, that compliance with T.C.A. § 7-59-305(c)(6) as to financial qualifications of a cable service provider has been complied with and, for city-issued franchises that:
 - (a) Such company has a net worth of not less than \$50,000,000.00 as reflected by its most current audited financial statement; and
 - (b) The performance of such company of its obligations generally, whether financial or otherwise, has been satisfactory with respect to the city and with respect to other parties with which such company has had obligations of construction or improvements to cable systems.

9-519. Franchisee insurance.

A franchisee shall maintain, and by its acceptance of a franchise, specifically agrees that it will maintain, throughout the term of its franchise, the following insurance against claims that may arise from or in connection with the performance of the franchise by any agents, representatives, employees or subcontractors of the franchisee:

- (1) Commercial General Liability (CGL): Coverage on an "occurrence" basis, including the following coverages: premises/operations, products-completed operations, contractual, bodily injury, property damage, personal and advertising injury, and XCU coverage with limits of no less than \$3,000,000 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 per-occurrence limit.
- (2) Business Auto Liability: Must cover any auto including hired and non-owned autos, with limits of 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 a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (4) Excess or Umbrella Liability: Limit of no less than \$5,000,000.
- (5) Cyber Liability: Limits of no less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate.
- (6) Professional Liability – Errors and Omissions: Coverage appropriate to the franchisee's profession, with limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- (7) Self-insured Retentions: Must be declared to and approved by the city. The city may require the franchisee to provide proof of ability to pay losses and related investigations, claims 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 the city.
- (8) If the franchisee maintains broader coverage and/or higher limits than the minimums shown above, the city requires and shall be entitled to the broader coverage and/or the higher limits maintained by the franchisee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.
- (9) Other Insurance Provisions: Each liability policy shall contain, or shall be endorsed to contain, the following provisions:
 - (a) The City of Bartlett, its elected officials, appointees, employees, members of boards, agencies or committees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the franchisee including materials, parts or equipment furnished in connection with such work or operations.
 - (b) For any claims related to or arising out of the franchise, the franchisee's performance of the franchise, or any act or omission of the franchisee with respect to its obligations, undertakings, and responsibilities under this chapter or the franchise agreement, the franchisee's insurance coverage shall be primary and non-contributory as to the City of Bartlett, its elected officials, appointees, employees, members or boards, agencies or committees.
 - (c) Each insurance policy required above shall provide that coverage shall not be canceled or non-renewed except upon 90-days' prior written notice, by certified mail, to the City of Bartlett. Within 60 days after receipt by the city of such notice, and in no event later than 30 days prior to such cancellation or non-renewal, the franchisee shall obtain and furnish to the city replacement insurance policies meeting the requirements of this section.

9-520. Indemnification.

- (1) A company shall, at its sole cost and expense, fully indemnify, defend and hold harmless the city and its boards, commissions, elected officials, appointees, employees, board members, committee members, commission members, agents and representatives from and against any and all claims; defense of suits; actions; costs and expenses, including, but not limited to, reasonable attorneys' fees; and any liability and judgments for damages, including, but not

limited to, expenses for reasonable attorneys' fees and disbursements and liabilities assumed by the city in connection therewith:

- (a) To persons or property, in any way arising out of or through the acts or omissions of a company, its servants, agents or employees, or to which a company's negligence shall in any way contribute;
 - (b) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to city programming); and
 - (c) Arising out of a company's failure to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to a company in its business under this chapter.
- (2) The indemnity described in subsection (1) of this section is conditioned upon the following: the city shall give a company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section. Nothing in this section shall be deemed to prevent the city from cooperating with a company and participating in the defense of any litigation by its own counsel at its sole cost and expense. The company shall fully control the defense to any claim or action and any settlement or compromise thereof. No recovery by the city of any sum by reason of the letter of credit or security deposit required in section 9-517 shall be any limitation upon the liability of a company to the city under the terms of this section, except that any sum so received by the city shall be deducted from any recovery which the city might have against the company under the terms of this section.

9-521. Rights of individuals.

- (1) A company shall not deny service, deny access or otherwise discriminate against subscribers, channel users or other citizens on the basis of race, color, religion, national origin, income or sex. A company shall comply at all times with all other applicable federal, state and local laws and regulations and all executive and administrative orders relating to nondiscrimination which are hereby incorporated and made part of this chapter by reference.
- (2) A company shall strictly adhere to the equal employment opportunity requirements of the FCC and similar state and local laws, ordinances and regulations, as amended from time to time.
- (3) A company shall at all times comply with applicable state and federal law with respect to privacy rights of subscribers, as such laws may change from time to time.
- (4) A company, or any of its agents or employees, shall not, without specifically providing notice to subscribers, such notice allowing each subscriber to prohibit the inclusion of his name, sell or otherwise make available to any party:
 - (a) Lists of the names and addresses of such subscribers; or
 - (b) Any list which identifies the viewing habits of subscribers.

9-522. Public notice.

A company shall give minimum public notice of any public meeting relating to its franchise by publication at least once in a local newspaper of general circulation at least ten days prior to the meeting, posting at the city municipal center, and by announcement on at least one channel of the PEG facility between the hours of 7:00 p.m. and 9:00 p.m. for five consecutive days prior to the meeting.

9-523. Service availability and record request.

A company shall provide cable service throughout the city pursuant to the provisions of its franchise and shall keep a record for at least three years of all requests for service received by such company. This record shall be available for public inspection at the local office of such company during normal business hours.

9-524. System construction, improvement or extension requirements.

- (1) The specifics for a timetable for system construction, extension or improvement (construction) shall be agreed to by the city and a company in writing. When determining the specifics of a timetable, the following shall be considered:
 - (a) The areas of the city currently being served with cable service;
 - (b) The need to provide cable service to residents in new developments in the city in a timely and feasible manner;
 - (c) The equitable treatment of all of the city's residents;
 - (d) The need to foster competition between all companies providing cable service to the city to ensure the highest quality cable service to the city; and
 - (e) Such other matters presented due to the then-existing circumstances.
- (2) In addition to the specifics of any construction timetable agreed to by the city and a company, the following requirements shall apply:
 - (a) No subscriber shall be refused cable service arbitrarily.
 - (b) Any construction delay beyond any terms of an agreed construction timetable, unless specifically approved by the city, will be considered a violation of this chapter and the applicable franchise.
 - (c) In isolated areas of the city not being provided cable service pursuant to the terms of an agreement for a franchise, a company shall provide, upon the request of a resident desiring cable service, an estimate of the costs required to extend cable service to the potential subscriber. A company shall then extend cable service upon request of the resident and such resident's agreement to pay such costs. A company may require advance payment or assurance of payment satisfactory to such company. Notwithstanding the foregoing, a resident will not be required to contribute toward the costs required to extend cable service to such resident if the connection to the isolated resident would require no more than a standard 150-foot aerial drop line.

- (d) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give a company reasonable notice of such construction or development, and of the particular date on which open trenching will be available for a company's installation of conduit, pedestals and/or vaults, and laterals to be provided at the company's expense. A company shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring cable service to the development shall be borne by the developer or property owner; except that if the company fails to install its conduit, pedestals and/or vaults, and laterals within five working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by the company. Except for the notice of the particular date on which trenching will be available to a company, any notice provided to a company by the city of a preliminary plat request shall satisfy the requirement of reasonable notice if sent to the local general manager or system engineer of a company prior to approval of the preliminary plat request.

9-525. Construction and technical standards.

- (1) A company shall construct, install, operate and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, FCC technical standards and detailed standards submitted by a company as part of its initial application or renewal proposal, which standards are incorporated by reference in this section. In addition, a company shall provide the city, upon request, with a written report of the results of a company's annual proof of performance tests conducted pursuant to FCC standards and requirements.
- (2) Additional specifications:
- (a) Construction, installation and maintenance of the cable system shall be performed in an orderly and workmanlike manner. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.
 - (b) A company shall at all times comply with:
 - i. National Electrical Safety Code (National Bureau of Standards);
 - ii. National Electrical Code (National Bureau of Fire Underwriters);
 - iii. Bell System Code of Pole Line Construction; and
 - iv. Applicable FCC or other federal, state and local regulations.
 - (c) In any event, the system shall not endanger or interfere with the safety of persons or property in the city or other areas where a company may have equipment located.

- (d) Any antenna structure used in the system shall comply with construction, marking and lighting of antenna structure required by the United States Department of Transportation.
 - (e) All working facilities and conditions used during construction, installation and maintenance of the cable system shall comply with the standards of the Occupational Safety and Health Administration and/or any legally appointed, designated or elected agent or successor.
 - (f) RF leakage shall be checked at reception locations for emergency radio services to prove no interference signal combinations are possible. Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no interference to airborne navigational reception in the normal flight patterns. FCC rules and regulations shall govern.
 - (g) A company shall maintain equipment capable of providing standby power for head end, transportation and trunk amplifiers for a minimum of two hours or equivalent standby power to maintain an acceptable signal.
- (3) In all areas of the city where the cables, wires and other like facilities of public utilities are placed underground, a company shall place its cables, wires or other like facilities underground. When public utilities relocate their facilities from pole to underground, a company must concurrently do so.

9-526. Use of streets.

- (1) A company's system, poles, wires and appurtenances shall be located, erected and maintained so that none of its facilities shall endanger or interfere with the lives of persons or interfere with the rights or reasonable convenience of property owners who adjoin any of the streets, or interfere with any improvements the city may deem proper to make, or unnecessarily hinder or obstruct the free use of the streets.
- (2) In case of any disturbance of any street, pavement, sidewalk, driveway or other surfacing, grass or landscaping, a company shall, at its own cost and expense and in a manner approved by the city, replace and restore such places so disturbed, in as good condition as before the work was commenced and in accordance with standards for such work set by the city.
- (3) Erection, removal and common uses of poles:
 - (a) No poles or other wire-holding structures shall be erected by a company without prior approval of the city with regard to location, height, types and any other pertinent aspect. However, no location of any pole or wire-holding structure of a company shall be a vested interest and such poles or structures shall be removed or modified by a company at its own expense whenever the city determines that the public convenience would be enhanced thereby.
 - (b) Where poles or other wire-holding structures already existing for use in serving the city are available for use by a company, but it does not make arrangements for such use, the city may require a company to use such poles and structures if

it determines that the public convenience would be enhanced thereby and the terms of the use available to a company are just and reasonable.

- (c) Where the city or a public utility serving the city desires to make use of the poles or other wire-holding structures of a company, but agreement thereof with a company cannot be reached, the city may require a company to permit such use for such consideration and upon such terms as the city shall determine to be just and reasonable, if the city determines that the use would enhance the public convenience and would not unduly interfere with a company's operations.
 - (d) No aerial cable shall be installed so that it interferes with the view of traffic control devices including traffic signal heads or similar apparatus. If, in the opinion of the city, a cable is installed in such a manner so as to interfere with the unobstructed view of a traffic control device, then in the interest of public safety, the installer shall relocate or adjust the cable immediately upon receipt of notice from the city of such interference at such company's expense.
- (4) If, at any time during the period of a franchise, the city shall lawfully elect to alter, or change the grade of any street, a company, upon reasonable notice by the city, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. No location of any underground or aboveground facility or structure of any company shall be a vested interest, and such poles or structures shall be removed or modified by a company at its own expense whenever the city determines that the public convenience would be enhanced thereby. Notwithstanding anything to the contrary foregoing in this section, if any utility is compensated for removing or relocating its facilities, then a company shall be similarly compensated.
 - (5) A company shall, on the request of any person holding a building moving permit issued by the city or another governmental entity, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and a company shall have the authority to require such payment in advance. A company shall be given not less than 48-hours' advance notice to arrange for such temporary wire changes.
 - (6) A company shall not remove any tree or trim any portion, either above, at or below ground level, of any tree within any public place without the prior consent of the city. The city shall have the right to do the trimming requested by a company at the cost to a company. Regardless of who performs the work requested by a company, a company shall be responsible, shall defend and hold the city harmless for any and all damages to any tree as a result of trimming or to the land surrounding any tree, whether such tree is trimmed or removed, as well as for any and all injuries to persons.
 - (7) A company shall comply with T.C.A. §§ 65-31-101—65-31-112 regarding utility location requests. Service interruptions occurring as a result of failure to comply with locator requests shall be cause for a penalty in accordance with section 9-551.

9-527. Operational standards.

- (1) A company shall put, keep and maintain all parts of the system in good condition throughout its entire franchise.

(2) Temporary service drops:

- (a) A company will put forth every effort to bury temporary drops within ten working days after placement. Any delays for any other reason than listed will be communicated to the city. These delays will be found understandable and within the course of doing business by the city: weather, ground conditions, street bores, system redesign requirements and any other unusual obstacle such as obstructive landscaping that is created by the customer.
 - (b) The company will provide monthly reports to the city, in care of the Engineering Department, on the number of drops pending.
- (3) A company shall render efficient service, make repairs promptly, and interrupt cable service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum system use.
- (4) A company shall not allow its cable system or other operations to interfere with television reception of persons not served by a company, nor shall the system interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents within the confines of the city.
- (5) A company shall have knowledgeable, qualified company representatives available to respond to subscriber telephone inquiries Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m., and on Saturday between the hours of 9:00 a.m. and 5:00 p.m.
- (6) Under normal operating conditions, telephone answer time, including wait time and the time required to transfer the call, shall not exceed 30 seconds. This standard shall be met no less than 90 percent of the time, as measured on an annual basis.
- (7) Under normal operating conditions, the subscriber will receive a busy signal less than three percent of the total time that the office is open for business, as measured on an annual basis.
- (8) A customer service center in the city will be open for subscriber transactions Monday through Friday from 8:00 a.m. to 5:00 p.m., unless there is a need to modify those hours to more appropriately fit the needs of the city or the subscribers. A company will seek other locations to arrange for one or more payment agents within the city where subscribers can pay bills.
- (9) Under normal operating conditions, each of the following standards will be met no less than 95 percent of the time as measured on an annual basis:
 - (a) Standard installations will be performed within seven business days after an order has been placed. A standard installation is one that is within 150 feet of the existing cable system.
 - (b) Excluding those situations which are beyond the control of the cable system, a company will respond to any cable service interruption (area or neighborhood outage affecting two or more customers) promptly and in no event later than 24 hours from the time of initial notification. All other regular service requests will be responded to within 36 hours during the normal workweek for the company. The appointment window alternatives for installations, service calls and other

installation activities will be morning, afternoon and all day, during normal business hours for the company. A company will schedule supplemental hours during which appointments can be scheduled based on the needs of the city, the subscribers and other residents in the community. If at any time an installer or technician is running late, an attempt to contact the subscriber will be made and the appointment rescheduled as necessary at a time that is convenient to the subscriber.

- (c) A company shall maintain a written log for all cable service interruptions, including trunk and feeder line outages, and the record shall be kept for a period of three years.
- (10) Upon interruption of a subscriber's cable service, if notice of such interruption has been provided by such subscriber to the company and the subscriber has requested the credit provided for, the following shall apply:
- (a) For service interruptions of over four consecutive hours and up to seven days, a company shall provide a credit of 1/30 of one month's fees for affected services for each 24-hour period service is interrupted for four or more consecutive hours for any single subscriber, with the exception of subscribers disconnected because of nonpayment or excessive signal leakage.
 - (b) For interruptions of seven days or more in one month, a company shall provide a full month's credit for affected services for all affected subscribers.
 - (c) Nothing in this subsection (j) limits a company from applying a rebate policy more liberal than the requirements of this subsection.
- (11) The company will provide written information in each of the following areas at the time of installation and at any future time upon the request of a subscriber:
- (a) Product and services offered;
 - (b) Prices and service options;
 - (c) Installation and service policies; and
 - (d) How to use the cable services.
- (12) Bills will be clear, concise and understandable.
- (13) Refund checks will be issued promptly, but no later than a subscriber's next billing cycle following the resolution of the request and the return of the equipment by a customer if cable service has been terminated.
- (14) Subscribers will be notified a minimum of 30 days in advance of any rate or channel change, provided that the change is within the control of a company.
- (15) A company shall maintain and operate its network in accordance with the rules and regulations as are incorporated in this chapter or may be promulgated by the FCC, the United States Congress or the state.
- (16) A company shall, throughout the term of its franchise, maintain high quality service.

- (17) A company shall, within seven days after receiving a written request from the city, send a written report to the city with respect to any particular subscriber complaint. The report shall provide a full explanation of the investigation, findings and corrective steps taken by a company.
- (18) All field employees of a company shall carry identification indicating their employment with a company.
- (19) A company, via its computer system, will maintain a service log which will indicate the nature of each subscriber service problem, the remedy to the problem, and the order and resolution time and date for one year.

9-528. Continuity of service mandatory.

- (1) It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to a company are honored. If a company elects to overbuild, rebuild, modify or sell its system, or the city gives notice of intent to terminate or fails to renew a franchise, such company shall act so as to ensure that all subscribers receive continuous, uninterrupted cable service regardless of the circumstances.
- (2) If a new operator acquires a system, a transferring company shall cooperate with the city, and the new franchisee or operator in maintaining continuity of cable service to all subscribers. During such period, a transferring company shall be entitled to the revenues for any period during which it operates the system and shall be entitled to reasonable costs for its services until it no longer operates the system.
- (3) If a company fails to operate the system for seven consecutive days without prior approval of the city or without just cause, the city may, at its option, operate the system or designate an operator until such time as such company restores cable service under conditions acceptable to the city or a permanent operator is selected. If the city is required to fulfill this obligation for a company, such company shall reimburse the city for all reasonable costs or damages in excess of revenues from the system received by the city that are the result of such company's failure to perform.

9-529. Complaint procedure†.

- (1) The Director of Finance is designated as having primary responsibility for the continuing administration of all franchises and implementation of procedures for the reporting and resolution of complaints.
- (2) During the term of all franchises, and any renewal thereof, a company shall maintain a customer service center in the city for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. A company shall provide subscribers with a local, toll-free telephone number to receive complaints regarding the quality of service, equipment malfunctions and similar matters.
- (3) As subscribers are connected or reconnected to the system, the company shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or

complaints are to be addressed, and furnish information concerning the city office responsible for administration of all franchises with the address and telephone number of the office.

- (4) When there have been similar complaints made or where there exists other evidence which, in the judgment of the city, casts doubt on the reliability or quality of cable service furnished by a company, the city shall have the right and authority to require such company to test, analyze and report on the performance of its system. A company shall fully cooperate with the city in performing such testing and shall prepare results and a report, if requested, within 30 days after notice. Such report shall include the following information:
 - (a) The nature of the complaints or problems which precipitated the special tests.
 - (b) What system component was tested.
 - (c) The equipment used and procedures employed in testing.
 - (d) The method, if any, in which such complaints or problems was resolved.
 - (e) Any other information pertinent to the tests and analysis which may be required.
- (5) The city may require that tests be supervised, at a company's expense, by a licensed professional engineer not on the permanent staff of such company (outside engineer). The outside engineer shall sign all records of special tests and forward to the city such records with a report interpreting the results of the tests and recommending actions to be taken. Notwithstanding the foregoing, if the outside engineer concludes in his report that the cable system provided by such company meets the FCC technical standards or that the cause of the problem to the cable system is not the fault of the company, then the expense of the outside engineer shall be borne by the city.
- (6) The city's right under this section shall be limited to requiring tests, analysis and reports covering specific subjects and characteristics based on complaints or other evidence when and under such circumstances as the city has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard cable service.

†Complaint procedure for state-issued franchises is set forth at T.C.A. § 7-59-308.

9-530. Company rules and regulations.

A company shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable such company to exercise its rights and perform its obligations under its franchise and to ensure uninterrupted service to each and all of its subscribers; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this chapter or applicable state and federal laws, rules and regulations.

9-531. Franchise fee.

- (1) For the reason that the streets of the city to be used by a company in the operation of its system within the boundaries of the city are valuable public properties acquired and maintained by the city at great expense to its taxpayers, and that the grant, whether by the

city or the state, to a company to use the streets for the purpose of furnishing cable service is a valuable property right without which a company would be required to invest substantial capital in right-of-way costs and acquisitions, a company shall pay to the city an amount equal to five percent of the company's gross revenue (the franchise fee).

- (2) Such payment of a franchise fee shall be in addition to any other tax or payment owed to the city by a company.
- (3) The franchise fee and any other costs or penalties assessed shall be payable on a quarterly basis to the city, and a company shall pay the same and file a complete and accurate verified statement of all gross revenue within 45 days after each calendar quarter.
- (4) The city shall have the right to inspect a company's income records and the right to audit and to recompute any amounts determined to be payable under this chapter; provided, however, that such audit shall take place within 36 months following the close of each of a company's fiscal years. Any additional amount due to the city as a result of the audit (together with the cost of the audit unless the shortage is of a de minimus amount) shall be paid within 30 days following written notice to a company by the city, which notice shall include a copy of the audit report. Notwithstanding the foregoing, an amount shall be deemed de minimus if such amount is equal to one percent or less of the amount paid by a company during the audited period.
- (5) If any franchise fee or recomputed amount, cost or penalty is not made on or before the applicable dates heretofore specified, interest shall be charged daily from such date at the then legal maximum rate in the state, and a company shall reimburse the city for any additional expenses and costs incurred by the city by reason of the delinquent payments.
- (6) The franchise fee does not include any tax, fee or assessment of general applicability.

9-532. Capital contribution.

As outlined in section 9-538 for franchises granted by the city or as outlined at T.C.A. § 7-59-309 for franchises granted by the state, any company granted a franchise, permit, license or other authorization to provide cable service is to provide access to certain channel capacity for public, educational or governmental use, and to assist in the providing of such access, provide funds to cover those capital costs incurred in providing such access. If more than one company or entity is granted a franchise, permit, license or other authorization to provide cable service, each company or entity is to share in the capital contribution necessary to provide such access, from and after the granting of such authorization, on a basis which shall be equitable to both the entity and the city. The terms of such sharing shall be contained in the franchise or other agreements executed between the city and such company or other entity.

9-533. Transfer of ownership or control.

- (1) A franchise shall not be sold, assigned or transferred (including through inheritance), either in whole or in part, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any person or entity without full compliance with the procedure set forth in this section.

- (2) The provisions of this section shall apply to the sale or transfer of all or a majority of a company's assets or shares of stock, and to a merger (including any parent and its subsidiary corporation), consolidation, creation of a subsidiary corporation of the parent company, or sale or transfer of stock in a company so as to create a new controlling interest. The term "controlling interest" as used in this section is not limited to majority stock ownership but includes actual working control in whatever manner exercised, including the creation or transfer of decision-making authority to a new or different board of directors.
- (a) The parties to the sale or transfer shall make a written request to the city for its approval of a sale or transfer. The written request shall be accompanied by all information required by FCC rules and shall be presented on a form as prescribed by FCC rules. Thereafter, the city shall have 120 days to act on the request or it shall be deemed granted subject to the provisions following. If the city finds that the application is not complete, as required by FCC rules, it shall notify the parties within 60 days of the initial filing. Such notice shall stay the running of the 120 days until such time as the parties file a complete application in accordance with FCC rules. If the city does not so notify the parties within the 60 days following the filing of an application, the application shall be deemed complete and the 120 days shall run from the date such application was filed. The city may request such additional information as it might reasonably determine to be necessary to act on the request. Such request shall not, however, extend the 120-day period unless mutually agreed to by all parties or such extension is expressly permitted by the FCC rules.
 - (b) The city shall signify in writing, within the time described in subsection (b)(1) of this section, its approval of the request or its determination that a public hearing is necessary due to potential adverse effect on a company's subscribers.
 - (c) If a public hearing is deemed necessary pursuant to subsection (b)(2) of this section, such hearing shall be commenced within 30 days of such determination and notice of any such hearing shall be given 14 days prior to the hearing by publishing notice, as defined in section 9-522. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the city.
 - (d) Within 30 days after the closing of the public hearing, the city shall approve or deny in writing the sale or transfer request.
 - (e) Within 30 days of any transfer, a company shall file with the city a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by such company.
- (3) In reviewing a request for sale or transfer pursuant to subsection (2)(a) of this section, the city may inquire into the legal, technical and financial qualifications of the prospective controlling party, and a company shall assist the city in so inquiring. The city may condition such transfer upon such terms and conditions as it deems reasonably appropriate to satisfy such qualifications; provided, however, that the city shall not unreasonably withhold its approval. As a condition of approval of a transfer or assignment of ownership or control,

the city may require that the transferee become a signatory to the franchise agreement entered into by the city and the predecessor of the transferee.

- (4) A company shall notify the city in writing of any change in administrative officials regarding its cable system within 14 days of the change.
- (5) Notwithstanding anything to the contrary in this chapter or a company's franchise, no prior consent by the city shall be required for any transfer or assignment to any entity controlling, controlled by, or under the same common control of the transferring company. However, in such a transfer or assignment, the transferring company shall remain liable for all financial obligations as required pursuant to its franchise and this chapter, unless otherwise agreed to by the city. Such agreement to release the transferring company shall not be withheld unreasonably and shall further be provided in all transfers or assignments where the transferee company has a net worth of not less than \$25,000,000.00 as reflected by its most current audited financial statement.

9-534. Availability of books and records.

- (1) A company shall fully cooperate in making available at reasonable times, and the city shall have the right as it pertains to the enforcement of a franchise to inspect, the books, records, maps, plans and other like materials of a company applicable to a cable system, at any time during normal business hours. Where volume and convenience necessitate, a company may require inspection to take place on such company's premises.
- (2) The following records and/or reports are to be made available to the city upon request:
 - (a) There shall be a monthly review and resolution or progress report submitted by a company to the city;
 - (b) Periodic preventive maintenance reports;
 - (c) Any copies of FCC Form 395-A (or successor form) or any supplemental forms related to equal opportunity or fair contracting policies;
 - (d) Reports filed with the FCC, SEC or any other federal or state agency that has a potential impact on the administration of a franchise;
 - (e) Subscriber inquiry/complaint resolution data and related documentation;
 - (f) Periodic construction update reports including, where appropriate, the submission of as-built maps.

9-535. Other petitions and applications.

Copies of all petitions, applications, communications and reports submitted by a company to the FCC, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to its franchise, shall be provided to the city when requested by the city.

9-536. Fiscal reports.

- (1) A company shall file annually with the city, no later than 120 days after the end of the company's fiscal year, a copy of a gross revenue report applicable to the cable system and its operations during the preceding 12-month period. Such report shall deal exclusively with the services rendered by the company under the franchise and shall be certified as correct by an authorized officer of such company.
- (2) A company shall file annually with the city, no later than 120 days after the end of the company's fiscal year, a copy of financial statements, certified by a certified public accountant, of the income, expenses and financial standing of such company.

9-537. Removal of cable system.

At the expiration of the term for which a franchise is granted, whether by the city or the state, and any denial of a renewal proposal or upon its termination as provided in this chapter, a company shall forthwith, if required by the city but not otherwise, remove at its own expense all designated portions of the cable system from all streets and public property within the city. If the company fails to do so, the city may perform the work at such company's expense or elect to leave the same in place. A bond shall be furnished by the company in an amount sufficient to cover this expense.

9-538. Required services and facilities.

- (1) A cable system of a company granted a franchise hereunder shall have a minimum system capacity of at least 550 MHz or 77 full video channel equivalent and a minimum capacity no less than any other cable system franchise then held by such company or by any entity controlling it, controlled by it, or under the same common control as such company for any municipality within the county, or any unincorporated area of the county. Such system shall maintain a plant having the technical capacity for two-way communications.
- (2) A company or other entity granted a franchise, permit, license or other authorization to provide cable service shall maintain the following:
 - (a) At least one specially designated, noncommercial public access channel available on a first-come, nondiscriminatory basis;
 - (b) At least one specially designated channel for educational access;
 - (c) At least one specially designated channel for local governmental uses; and
 - (d) Leased access made available in accordance with federal law. These uses may be combined on one or more channels until such time as additional channels become necessary in the opinion of the board of mayor and aldermen on the advice of the cable commission of the city or its successor.
- (3) A company awarded a franchise shall maintain an institutional network (I-Net) of cable, optical, electrical or electronic equipment, including cable television systems, used for the purpose of transmitting cable signals interconnecting designated buildings or places to be determined by the city and incorporated into a franchise.

- (4) A company or other provider of cable service shall incorporate into its cable system the capacity which will permit the city, in times of emergency, to override, by remote control, the audio of all channels which a company or other provider of cable service may lawfully override simultaneously. The city shall designate a channel used by the PEG facility for emergency broadcasts of both audio and video. A company shall cooperate with the city in the use and operation of the emergency alert override system.
- (5) A company and any other providers of cable service may be required to interconnect its system with other systems. Such interconnection shall be made within the time limit established by the city. Upon receiving the directive of the city to interconnect, a company shall immediately initiate negotiations with the other affected systems in order that all costs may be shared equally among cable companies for both construction and operation of the interconnection link. A company or other provider of cable service may be granted reasonable extensions of time to interconnect or the city may rescind its order to interconnect upon petition by a company or other provider of cable service to the city. The city shall grant the request if it finds that a company or other provider of cable service has negotiated in good faith and has failed to obtain an approval from the operator or franchising authority of a system to be interconnected, or the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates. A company or other provider of cable service shall cooperate with any interconnection corporation, regional interconnection authority or city, county, state and federal regulatory agency which may be hereafter established for the purpose of regulating, financing or otherwise providing for the interconnection of cable systems beyond the boundaries of the city.
 - (a) Initial technical requirements to ensure future interconnection capability are as follows:
 - i. All companies or entities receiving franchises, licenses, permits, or other authorization to operate within the city shall use the standard frequency allocations for television signals.
 - ii. All companies or other entities are required to use in the cable systems signal processors at the head end for each television signal.
 - iii. The city also urges a company or other provider of cable service to provide local origination equipment that is compatible throughout the area so that video cassettes or videotapes can be shared by various systems.

9-539. Rules and regulations.

- (1) In addition to the inherent powers of the city to regulate and control a company, and those powers expressly reserved by the city or agreed to and provided for in this chapter, the right and power is hereby reserved by the city to promulgate such additional regulations as it shall find necessary in the exercise of its lawful powers and furtherance of the terms and conditions of this franchise; provided, however, that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this chapter or applicable state and federal laws, rules and regulations or change a company's obligations or rights under this chapter.
- (2) The city may also adopt such regulations as requested by a company upon application.

9-540. Performance evaluation sessions.

- (1) The city and a company shall hold scheduled performance evaluation sessions every third year within 30 days of the anniversary date of a company's award or renewal of its franchise and as may be required by federal and state law. Notice, as defined in section 9-522, shall be provided for all such evaluation sessions, which shall be open to the public.
- (2) Special evaluation sessions may be held at any time during the term of the franchise at the request of the city or a company.
- (3) Topics which may be discussed at any scheduled or special evaluation session may include, but shall not be limited to, service rate structures, franchise fee, penalties, free or discounted services, application of new technologies, system performance, services provided, programming offered, customer complaints, privacy, amendments to this chapter, judicial and FCC rulings, construction policies, and company or city rules.
- (4) Members of the general public may add topics either by working through the negotiating parties or by presenting a petition. If such a petition bears the valid signatures of 50 or more residents of the city, the proposed topic or topics shall be added to the list of topics to be discussed at the evaluation session.

9-541. Rate change procedures.

The city may regulate basic service rates charged by a company as allowed pursuant to the Cable Television Consumer Protection and Competition Act of 1992 or any other law or regulation. Should federal or state law permit further rate regulation beyond the basic service, the city may assume such rate regulation immediately and adopt appropriate procedures for such regulation.

9-542. Forfeiture and termination.

- (1) In addition to all other rights and powers retained by the city under this chapter or otherwise, the city reserves the right to forfeit and terminate a franchise and all rights and privileges of a company thereunder in the event of a substantial breach of its terms and conditions. A substantial breach by the company shall include, but shall not be limited to, the following:
 - (a) Violation of any material provision of the franchise or any material violation of any rule, order, regulation or determination of the city made pursuant to the franchise;
 - (b) Attempt to evade any material provision of the franchise or practice any fraud or deceit upon the city or its subscribers;
 - (c) Failure to begin or complete system construction as provided under section 9-524 or in a company's franchise;
 - (d) Failure to restore service after 96 consecutive hours of interrupted service, except when approval of such interruption is obtained from the city; or
 - (e) Material misrepresentation of fact in a proposal for or negotiation of a franchise.

- (2) The provisions of subsection (a) of this section shall not constitute a major breach if the violation occurs but is without fault of a company or occurs as a result of a force majeure. A company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- (3) The city may make a written demand that a company comply with any provision, rule, order or determination under or pursuant to this chapter. If the violation by a company continues for a period of 30 days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the city may set a public hearing to decide the issue of termination of its franchise. The city shall cause to be served upon a company, at least 20 days prior to the date of such hearing, a written notice of intent to request such termination, and establish the time and place of the hearing. Public notice as defined in section 9-522 shall be given of the hearing and the issues which will be addressed at the hearing.
- (4) The city shall hear and consider the issues and shall hear any person interested therein and shall determine in its discretion whether or not any violation by a company has occurred.
- (5) If the city shall determine that a violation by a company was the fault of such company and within its control, the city may, by resolution by its board of mayor and aldermen, declare that the franchise of such company shall be forfeited and terminated unless there is compliance within such period as the board may fix. Such period shall not be less than 60 days, provided that no opportunity for compliance need be granted for fraud or misrepresentation.
- (6) The issue of forfeiture and termination shall be placed upon the agenda of the board of mayor and aldermen at the expiration of the time set by it for compliance. The city then may terminate the franchise forthwith upon finding that a company has failed to achieve compliance or may further extend the period, in its discretion.

9-543. Foreclosure.

Upon the foreclosure or other judicial sale of all or a substantial part of the system, a company shall notify the city of such fact, and such notification shall be treated as a notification that a change in control of such company has taken place, and the provisions of its franchise governing the consent of the city to such change in control of the company shall apply.

9-544. Approval of transfer and right of acquisition by the city.

- (1) At the expiration of a franchise, if it is not renewed, the city may, in lawful manner and upon payment of fair market value, determined on the basis of the system valued as a going concern exclusive of any value attributable to the franchise itself, lawfully obtain, purchase, condemn, acquire, take over and hold the system.
- (2) Upon the revocation of a franchise, the city may in lawful manner and upon the payment of an equitable price lawfully obtain, purchase, condemn, acquire, take over and hold the system.

9-545 Receivership.

The city shall have the right to cancel a franchise 120 days after the appointment of a receiver or trustee for a company to take over and conduct the business of the company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of 120 days, or unless:

- (1) Within 120 days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this chapter and a franchise issued pursuant hereto and remedied all defaults thereunder; and
- (2) Such receiver or trustee, within the 120 days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this chapter and the franchise granted to a company.

9-546. Compliance with state and federal laws.

- (1) Notwithstanding any other provisions of this chapter to the contrary, a company shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, that if any such state or federal law or regulation shall require a company to perform any service, or shall permit a company to perform any service, or shall prohibit a company from performing any service, in conflict with the terms of this chapter or of any law or regulation of the city, then as soon as possible following knowledge thereof, a company shall notify the city of the point of conflict believed to exist between such regulation or law and the ordinances or regulations of the city or its franchise.
- (2) If the city determines that a material provision of this chapter is affected by any subsequent action of the state or federal government, the city and a company shall have the right to negotiate a modification to any of the provisions of this chapter to such reasonable extent as may be necessary to carry out the full intent and purpose of this chapter and any franchise.

9-547. Landlord/tenant.

- (1) Neither the owner of any multiple unit residential dwelling, nor his agent or representative, shall interfere with the right of any tenant or lawful resident thereof to receive cable service, cable installation or maintenance from a company.
- (2) Neither the owner of any multiple unit residential dwelling, nor his agent or representative, shall ask, demand or receive any payment, service or gratuity in any form as a condition for permitting or cooperating with the installation of a cable service to the dwelling unit occupied by a tenant or resident requesting service.
- (3) Neither the owner of any multiple unit residential dwelling, nor his agent or representative, shall penalize, charge or surcharge a tenant or resident or forfeit or threaten to forfeit any

right of such tenant or resident, or discriminate in any way against such tenant or resident who requests or receives cable service from a company.

- (4) No person shall resell, without the expressed written consent of both a company and the city, any cable service, program or signal transmitted by a cable company.
- (5) Nothing in this chapter shall prohibit a person from requiring that the cable system conform to laws and regulations and reasonable conditions necessary to protect safety, function, appearance and value of premises or the convenience and safety of persons or property.
- (6) Nothing in this chapter shall prohibit a person from requiring a company to agree to indemnify the owner, or his agents or representatives, for damages or from liability for damages caused by the installation, operation, maintenance or removal of cable communication facilities.

9-548. Initial application.

- (1) All initial applications received by the city from any applicants for a franchise to be granted to provide cable service will become the property of the city.
- (2) The city reserves the right to reject any and all initial applications and waive informalities and/or technicalities where the best interest of the city may be served.
- (3) Before submitting an initial application, each and every applicant must:
 - (a) Examine this chapter and any required application documents thoroughly;
 - (b) Familiarize itself with local conditions that may in any manner affect its performance under a franchise;
 - (c) Familiarize itself with federal, state and local laws, ordinances, rules and regulations affecting its performance under a franchise; and
 - (d) Carefully correlate its observations with the requirements of this chapter and any and all application documents.
- (4) The city may make such investigations as it deems necessary to determine the ability of the applicant to provide cable service and to fully perform under a franchise, and the applicant shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any initial application if the evidence submitted by, or investigation of, such applicant fails to satisfy the city that such applicant is properly qualified to carry out the obligations of this chapter or a franchise or if the plans of the applicant for construction of this cable system and/or its operation fail to satisfy the city that it is in the best interests of its citizens to grant a franchise to the applicant.

9-549. Financial, contractual, shareholder and system disclosure in initial application.

- (1) No franchise will be granted pursuant to an initial application unless all requirements and demands of the city regarding financial, contractual, shareholder and system disclosure have been met.

- (2) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall fully disclose all agreements and undertakings, whether written or oral, or implied with any person, firm, group, association or corporation with respect to a franchise and the proposed cable system. This section shall include, but not be limited to, any agreements between local applicants and national companies.
- (3) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall submit all requested information as provided by the terms of this chapter. The requested information must be complete and verified as true by the applicant.
- (4) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall disclose the numbers of shares of stock, and the holders thereof, and shall include the amount of consideration for each share of stock and the nature of the consideration.
- (5) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall disclose any information required by the city regarding other cable systems in which they hold an interest of any nature including, but not limited to, the following:
 - (a) Locations of all other franchises and the dates of award for each location;
 - (b) Estimated construction costs and estimated completion dates for each cable system;
 - (c) Estimated number of miles of construction and number of miles completed in each cable system as of the date of any initial application; and
 - (d) Date for completion of construction as promised in any initial application for each system.
- (6) Applicants, including all shareholders and parties with an interest equal to or greater than ten percent of the shares of stock of an applicant, shall disclose any information required by the city regarding pending applications for other cable systems including, but not limited to, the following:
 - (a) Location of other franchise applications and date of any application;
 - (b) Estimated dates of franchise awards;
 - (c) Estimated number of miles of construction; and
 - (d) Estimated construction costs.

9-550. Theft of services and tampering.

- (1) No person, whether or not a subscriber to the cable system, may intentionally or knowingly damage or cause to be damaged any wire, cable, conduit, equipment or apparatus of a company, or commit any act with intent to cause such damage, or tap, tamper with or otherwise connect any wire or device to a wire cable, conduit, equipment, apparatus or appurtenances of a company with the intent to obtain a signal or impulse from the cable

system without authorization from or compensation to a company, or to obtain cable service with intent to cheat or defraud a company of any lawful charge to which it is entitled.

- (2) Any person convicted of violating any provision of this section is subject to a fine of not more than \$50.00 for each offense. Each four-days' violation of this section shall be considered a separate offense.

9-551. Penalties.

Whenever the city finds that a company has allegedly violated one or more terms, conditions or provisions of its franchise or this chapter, a written notice shall be given to such company. The written notice shall describe in reasonable detail the alleged violation so as to afford a company an opportunity to remedy the violation. A company shall have 15 days after receipt of such notice to correct or present a plan of action to correct the violation before the city may resort to the letter of credit or security deposit, as provided for in section 9-517. A company may, within 15 days of receipt of the notice, notify the city that there is a dispute as to whether a violation or failure has, in fact, occurred. If notice of a dispute of a violation is provided, imposition of the penalties outlined in this section will be stayed until resolution of the dispute at a public hearing by the city to address the violation and the dispute. Unless the city directs otherwise, a public hearing will be held within 15 days of the city's receipt of a company's notice of dispute. Notice of the public hearing shall be provided pursuant to section 9-522. The hearing shall be before the Mayor or a person designated by him or her. After resolution of the dispute or if there is no dispute, penalties for violation as set out in this section shall be chargeable to the letter of credit or security deposit, as provided for in section 9-517, as follows, and the city may determine the amount of the fine for other violations which are not specified in a sum not to exceed \$50.00 for each violation, with each day constituting a separate violation.

- (1) Failure to furnish, maintain or offer all cable services to any potential subscriber within the city upon valid order of the city: \$50.00 per violation, with each day that such failure occurs or continues constituting a separate violation.
- (2) Failure to obtain or file evidence of required insurance, construction bond, performance bond or other required financial security: \$50.00 per violation, with each day such failure occurs or continues constituting a separate violation.
- (3) Failure to provide access to data, documents, records or reports to the city as required by this chapter: \$50.00 per violation, with each day such failure occurs or continues constituting a separate violation.
- (4) Failure to comply with applicable construction, operation or maintenance standards: \$50.00 per violation, with each day such failure occurs or continues constituting a separate violation.
- (5) Failure to comply with a rate decision or refund order: \$50.00 per violation, with each day such failure occurs or continues constituting a separate violation.

- (6) For any violations for noncompliance with the customer service standards of sections 9-527 through 9-528, a company shall pay \$50.00 per violation, with each day, or part thereof, that such noncompliance continues constituting a separate violation.
- (7) Failure to comply with utility locator request in accordance with rules and procedures of the underground utility damage prevention law: \$50.00 per violation, with each subscriber service interruption constituting a separate violation.
- (8) Any other violations of this chapter or a franchise, but not specifically noted in this section, shall not exceed \$50.00 per violation, with each day such violation occurs or continues constituting a separate violation.
- (9) The city may impose any or all of the above-enumerated measures against a company, which shall be in addition to any and all other legal or equitable remedies it has under a franchise or under any applicable law.

9-552. Force majeure.

If by reason of a force majeure either party is unable, in whole or in part, to carry out its obligations under this chapter, that party shall not be deemed to, be in violation or default during the continuance of such inability.

9-553. Severability.

If any of the sections of this chapter or any of the provisions, sentences, clauses, phrases, or parts thereof are held unconstitutional or void, the remainder of the chapter shall continue in full force and effect.

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: August 26, 2025

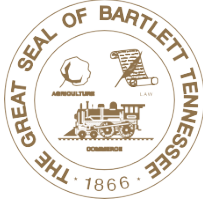
SECOND READING: September 9, 2025

THIRD READING: September 23, 2025

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

David Parsons, Mayor

Penny Medlock, City Clerk



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

Ordinance 25-05

**Meeting: 8/26/2025 6:00 PM
Department: Administration
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

**Ordinance 25-05, an ordinance to enact the City of Bartlett
Telecommunications Ordinance, Title 9, Chapter 8.**

WHEREAS, the City desires to provide for the health, safety, and welfare of the citizens and to exercise the authority afforded by Tenn. Code Ann. § 65-21-103 by regulating telecommunications carriers and telecommunications services; providing for the granting of franchises to telecommunications carriers that permit the operation of a telecommunications system within the City for a specified term; and regulating the installation of equipment, property, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services within streets and public rights-of-way in the City.

WHEREAS, the City desires to promote competition in telecommunications services and to encourage the provision of advanced and competitive telecommunications services on the widest possible basis to the businesses, institutions, and residents of the City.

WHEREAS, the City desires to conserve the limited physical capacity of the streets and public rights-of-way held in public trust by City and to ensure that the City's current and ongoing costs of granting and regulating private access to and use of the streets and public rights-of-way are fully paid by the persons seeking such access and causing such costs and to secure fair and reasonable compensation to the City and the residents of the City for permitting private use of the streets and public rights-of-way.

WHEREAS, the City desires to ensure that all telecommunications carriers providing telecommunications services within the City comply with the ordinances, rules and regulations of the City.

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desire to enact the Telecommunications Ordinance, Title 9, Chapter 8, by adopting a new chapter 8 as part of Title 9.

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

Title 9 shall be amended by adding a new chapter 8, which shall be entitled "Telecommunications Ordinance" and shall provide as follows:

CHAPTER 8

TELECOMMUNICATIONS ORDINANCE

9-801. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

- (1) *Annual gross revenue* means all revenue, as determined by generally accepted accounting principles, that is received directly or indirectly by a franchisee from the operation of a telecommunication system in the city including, without limitation, all revenue received for the provision of services, installation, reconnection, sale of products, not including customer premises equipment and the imputed value of bartered service and the value of all goods and services received by the telecommunication carrier in exchange for telecommunications service including all payments received for the lease, rental or sale of time, band width or capacity on a telecommunications carriers system; provided, however, that no billings shall be imputed related to any services provided to the city, or for services governed as interstate commerce.
- (2) *Excess capacity* means the volume or capacity in any existing or future duct, conduit, manhole, handhold or other utility facility within the public way that is or will be available for use for additional telecommunications facilities.
- (3) *Franchise* means the right of a telecommunications carrier to operate a telecommunications system in the city for a limited term and in a manner in agreement with this chapter.
- (4) *Franchisee* means a grantee of rights under this chapter by means of an award or franchise or its permitted successor, transferee or an applicant thereof.
- (5) *Overhead facilities* means utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.
- (6) *Street* means the surface of all rights-of-way and the space, above and below, of any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the city for the purpose of public travel, and shall also mean other easements or rights-of-way as shall be now held or hereafter held by the city which shall, within their proper use and meaning, entitle a telecommunications carrier to the use thereof for the purposes of installing plant facilities and equipment as may be ordinarily necessary and pertinent to a telecommunications system.
- (7) *Surplus space* means that portion of the usable space on a utility pole which has the necessary clearance from other pole users to allow its use by a telecommunications carrier for a pole attachment.

- (8) *Telecommunications carrier* means every person that directly or indirectly owns, controls, operates or manages telecommunications facilities within the city, used or to be used for the purpose of offering telecommunications service.
- (9) *Telecommunications facilities* or *facility* means the plant, equipment and property including, but not limited to, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances used or to be used to transmit, receive, distribute, provide or offer telecommunications services.
- (10) *Telecommunications service* or *service* means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice or data information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.
- (11) *Telecommunications system* or *system*. See Telecommunications facilities.
- (12) *Underground facilities* means utility and telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for overhead facilities.
- (13) *Usable space* means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance.
- (14) *Utility easement* means any easement owned by the city and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.
- (15) *Utility facilities* means the plant, equipment and property including, but not limited to, the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the streets of the city and used or to be used for the purpose of providing utility or telecommunications services.

9-802. Registration.

All telecommunications carriers who would, by this chapter, require a franchise, shall register with the city pursuant to this chapter on forms to be provided by the Engineering Department, which shall include the following:

- (1) The identity and legal status of the registrant, including any affiliates.
- (2) The name, address and telephone number of the officer, agent or employee responsible for the accuracy of the registration statement.
- (3) A description of registrant's existing or proposed telecommunications facilities within the city.
- (4) A description of the telecommunications service that the registrant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the city.
- (5) Information sufficient to determine whether the registrant is subject to telecommunications franchising under this chapter.

- (6) Information sufficient to determine whether the transmission, origination or receipt of the telecommunications services provided or to be provided by the registrant constitutes an occupation or privilege subject to any municipal telecommunications tax, utility message tax or other occupation tax imposed by the city.
- (7) Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the Tennessee Regulatory Authority and/or the Federal Communications Commission to provide telecommunications services or facilities within the city.
- (8) Such other information as the city may reasonably require.

9-803. Fee.

Each application for registration as a telecommunications carrier shall be accompanied by the registration fee in effect at the time of the filing of the application for registration based on the fee schedule adopted by the Board of Mayor and Aldermen. The registration fee may be amended from time to time by the Board of Mayor and Aldermen.

9-804. Purpose.

The purpose of registration under this chapter is to:

- (1) Provide the city with accurate and current information concerning the telecommunications carriers who offer or provide telecommunications services within the city or that own or operate telecommunication facilities within the city.
- (2) Assist the city in enforcement of this chapter.
- (3) Assist the city in the collection and enforcement of any municipal taxes, franchise fees or charges that may be due the city.
- (4) Assist the city in monitoring compliance with local, state and federal laws.

9-805. Telecommunications franchise.

Any telecommunications carrier who desires to continue or begin to operate, use, maintain lease or otherwise locate or continue to locate telecommunications facilities in, under, over or across any street of the city for the providing of a telecommunications service to persons or areas in the city or leasing such telecommunication facilities, shall obtain a franchise from the city pursuant to this chapter.

9-806. Franchise application.

Any person that desires a telecommunications franchise pursuant to this chapter shall file an application with the Engineering Department which shall include the following information:

- (1) The identity of the applicant, including all affiliates of the applicant.
- (2) A description of the telecommunications services that are or will be offered or provided by the applicant over its existing or proposed facilities.

- (3) A description of the transmission medium that will be used by the applicant to offer or provide such telecommunications services.
- (4) Preliminary engineering plans, specifications and a network map of the facilities to be located within the city, all in sufficient detail to identify:
 - (a) The location and route requested for the applicant's proposed telecommunications facilities.
 - (b) The location of all overhead and underground public utility, telecommunication, cable, water, sewer drainage and other facilities in the public way along the proposed route.
 - (c) The locations, if any, for interconnection with the telecommunications facilities of other telecommunications carriers.
 - (d) The specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate.
- (5) If the applicant is proposing to install overhead facilities, the following conditions must be met prior to the issuance of a construction permit:
 - (a) The applicant must provide evidence, certified by the utility pole provider, that surplus space is available for locating its telecommunications facilities on existing utility poles along the proposed route; and
 - (b) The applicant must obtain and submit to the City written permission from the utility pole provider authorizing use of such poles.
- (6) If the applicant is proposing an underground installation in existing ducts or conduits within the streets, information in sufficient detail to identify:
 - (a) The excess capacity currently available in such ducts or conduits before installation of the applicant's telecommunications facilities; and
 - (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of the applicant's telecommunications facilities.
- (7) If the applicant is proposing an underground installation within new ducts or conduits to be constructed within the streets:
 - (a) The location proposed for the new ducts or conduits; and
 - (b) The excess capacity that will exist in such ducts or conduits after installation of the applicant's telecommunications facilities.
- (8) A preliminary construction schedule and completion dates.
- (9) Financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove the facilities.
- (10) Information in sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding the telecommunications facilities and services described in the application.

- (11) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide telecommunications services.
- (12) Whether the applicant intends to provide telecommunications services or other video programming service and sufficient information to determine whether such service is subject to telecommunications franchising.
- (13) An accurate map showing the location of any existing telecommunications facilities in the city that the applicant intends to use or lease.
- (14) A description of the services or facilities that the applicant will offer or make available to the city and other public, educational and governmental institutions.
- (15) A description of the applicant's access and line extension policies.
- (16) The areas of the city the applicant desires to serve and a schedule for build-out to the entire franchise area.
- (17) All fees, deposits or charges required pursuant to this chapter.
- (18) Such other and further information as may be requested by the city.

9-807. Determination by the city.

Within 150 days after receiving a complete application under section 9-806, the city shall issue a written determination granting or denying the application, in whole or in part, applying the following standards. If the application is denied, the written determination shall include the reasons for denial. Reasons for denial will include all those allowed under applicable law, which may include, but are not limited to:

- (1) The financial and technical ability of the applicant.
- (2) The legal ability of the applicant.
- (3) The capacity of the streets to accommodate the applicant's proposed facilities.
- (4) The capacity of the streets to accommodate additional utility and telecommunications facilities if the franchise is granted.
- (5) The damage or disruption, if any, of public or private facilities, improvements, services, travel or landscaping if the franchise is granted.
- (6) The public interest in minimizing the cost and disruption of construction within the streets.
- (7) The service that the applicant will provide to the community and region.
- (8) The effect, if any, on public health, safety and welfare if the franchise requested is granted.
- (9) The availability of alternate routes and/or locations for the proposed facilities.
- (10) Applicable federal and state telecommunications laws, regulations and policies.
- (11) Such other factors as may demonstrate that the franchise or the proposed use of the streets will not serve the community interest.

9-808. Agreement.

No franchise shall be granted unless the applicant and the city have executed a written agreement setting forth the particular terms and provisions under which the franchise to occupy and use the streets will be granted.

9-809. Nonexclusive grant.

No franchise granted under this chapter shall confer any exclusive right, privilege, or franchise to occupy or use the streets of the city for delivery of telecommunications services or any other purposes.

9-810. Term of grant.

Unless otherwise specified in a franchise agreement, a telecommunications franchise granted under this chapter shall be valid for a term of ten years.

9-811. Rights granted.

No franchise granted under this chapter shall convey any right, title or interest in the streets, but shall be deemed a grant only to use and occupy the streets for the limited purposes and term stated in the franchise agreement.

Further, no franchise shall be construed as any warranty of ordinance.

9-812. Franchise territory.

A telecommunications franchise granted under this chapter shall be limited to the specific geographic area of the city to be served by the franchisee and the specific streets necessary to serve such areas.

9-813. Nondiscrimination.

A franchisee shall make its telecommunications services available to any customer within its franchise area who shall request such service, without discrimination as to the terms, conditions, rates or charges for franchisee's services and in accordance with applicable law; provided, however, that nothing in this chapter shall prohibit a franchisee from making any reasonable classifications among differently situated customers.

9-814. Service to the city.

A franchisee shall make its telecommunications services available to the city at its most favorable rate for similarly situated users, unless otherwise directed by a state or federal regulatory agency having jurisdiction over telecommunication rates.

9-815. Amendment of franchise.

- (1) A new franchise application shall be required of any telecommunications carrier that desires to extend its franchise territory or to locate its telecommunications facilities in streets of the city which are not included in a franchise previously granted under this chapter.
- (2) If ordered by the city to locate or relocate its telecommunications facilities in streets not included in a previously granted franchise under this chapter, the city shall grant a franchise amendment without further application.

9-816. Renewal applications.

A franchisee that desires to renew its franchise under this chapter shall, not more than 240 days, nor less than 150 days before expiration of the current franchise, file an application with the city for renewal of its franchise which shall include the following information:

- (1) The information required pursuant to section 9-806.
- (2) Any information required pursuant to the franchise agreement between the city and the franchisee.

9-817. Renewal determinations.

Within 150 days after receiving a complete renewal application under section 9-816, the city shall issue a written determination granting or denying the renewal application, in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for nonrenewal. Reasons for nonrenewal will include all those allowed under applicable law, but are not limited to:

- (1) The financial and technical ability of the applicant.
- (2) The legal ability of the applicant.
- (3) The continuing capacity of the streets to accommodate the applicant's existing facilities.
- (4) The applicant's compliance with the requirements of this chapter and the franchise agreement.
- (5) Applicable federal, state and local telecommunications laws, rules and policies.
- (6) Such other factors as may demonstrate that the continued grant to use the streets will not serve the community interest.

9-818. Obligation to cure as a condition of renewal.

No franchise shall be renewed until any ongoing violations or defaults in the franchisee's performance of the franchise agreement, or of the requirements of this chapter, have been cured, or a plan detailing the corrective action to be taken by the franchisee has been approved by the city.

9-819. Application and review fee.

- (1) Any applicant for a franchise pursuant to this chapter shall pay the application and review fee in effect at the time of the filing of the application. The application and review fee shall be set by the Board of Mayor and Aldermen and may be amended from time to time by the Board of Mayor and Aldermen. Upon the enactment of this chapter, the application and review fee shall be \$1,500.00.
- (2) The application and review fee shall be deposited with the Finance Department as part of the application filed pursuant to this chapter.

9-820. Other city costs.

All franchisees shall, within 30 days after written demand therefor, reimburse the city for all reasonable direct and indirect costs and expenses incurred by the city in connection with any modification, amendment, renewal or transfer of the franchise or any franchise agreement.

9-821. Construction permit fee.

Prior to issuance of a construction permit, the franchisee shall pay a permit fee based on the linear feet of installation. The rate shall be established annually in the City's fiscal year budget and shall be designed to recover the City's reasonable, actual costs of inspections, survey, and mapping. The fee shall be calculated using the linear footage as certified by the franchisee's engineer and approved by the Engineering Department

9-822. Franchise fees.

- (1) Each franchisee shall pay an annual franchise fee to the city for use of the streets and for costs associated with procurement, maintenance and oversight of the streets for the public and other current and future users of the streets. The city expressly reserves the right to review and/or modify any telecommunications franchise agreement every third year of the franchise.
- (2) The payment of a franchise fee shall be in addition to any tax or payment owed to the city by a telecommunications carrier.
- (3) The franchise fee shall be payable to the city as provided by the franchise agreement between the franchisee and the city. Any other costs or penalties assessed to a telecommunications carrier shall be payable to the city within 30 days after the assessment of such other costs or penalties.
- (4) The city shall have the right to inspect a telecommunications carrier's income records and the right to audit and to recompute any amounts determined to be payable under this chapter; provided, however, that such audit shall take place within 36 months following the close of each of a telecommunications carrier's fiscal years. Any additional amount due to the city as a result of the audit (together with the cost of the audit unless the shortage is a de minimus amount) shall be paid within 30 days following written notice to a telecommunications carrier by the city, which notice shall include a copy of the audit report. Notwithstanding the foregoing, an amount shall be deemed de

minus if such amount is equal to one percent or less of the amount paid by a telecommunications carrier during the audited period.

- (5) If any franchise fee or recomputed amount, cost or penalty is not paid on or before the applicable dates heretofore specified, interest shall be charged daily from such date at the then legal maximum rate in the state, and a telecommunications carrier shall reimburse the city for any additional expenses and costs incurred by the city by reason of the delinquent payments.
- (6) The franchise fee does not include any tax, fee or assessment of general applicability.

9-823. Regulatory fees and compensation not a tax.

The regulatory fees and costs provided for in this chapter, and any compensation charged and paid for the streets provided for in sections 9-803, 9-819, 9-820, 9-821, and 9-822 are separate from, and additional to, any and all federal, state, local and city taxes as may be levied, imposed or due from a telecommunications carrier, its customers or subscribers, or on account of the lease, sale, delivery or transmission of telecommunications services.

9-824. Location of facilities.

All facilities shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

- (1) A franchisee shall install its telecommunications facilities within an existing underground duct or conduit whenever excess capacity exists.
- (2) A franchisee with permission to install overhead facilities, in accordance with section 9-806, may install its telecommunications facilities on pole attachments to existing utility poles only, and then only if surplus space is available. The Engineering Department must review and approve the use of overhead facilities.
- (3) Whenever any existing electric utilities, cable system or telecommunications facilities are located underground within a street of the city, a franchisee with permission to occupy the same street must also locate its telecommunications facilities underground.
- (4) Whenever any new or existing electric utilities, cable system or telecommunications facilities are located, or relocated, underground within a street of the city, a franchisee that currently occupies the same street shall relocate its facilities underground within a reasonable period of time, which shall not be later than the end of the franchise term. Absent extraordinary circumstances or undue hardship as determined by the Engineering Department, such relocation shall be made concurrently to minimize the disruption of the streets.
- (5) Whenever new telecommunications facilities will exhaust the capacity of a street or utility easement to reasonably accommodate future telecommunications carriers or facilities, the franchisee shall provide additional ducts, conduits, manholes and other facilities for nondiscriminatory access to future telecommunications carriers.

9-825. Compliance with joint trenching rules.

All franchisees shall, before commencing any construction in the streets, comply with all regulations of utility joint trenching rules.

9-826. Construction permits required.

All franchisees are required to obtain construction permits for telecommunications facilities as required in this chapter. However, nothing in this chapter shall prohibit the city and a franchisee from agreeing to alternative plan review, permit and construction procedures in a franchise agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

9-827. Interference with the streets.

No franchisee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the streets by the city, by the general public or by other persons authorized to use or be present in or upon the streets. All such facilities shall be moved by the franchisee, temporarily or permanently, as determined by the Engineering Department.

9-828. Damage to property.

No franchisee nor any person acting on a franchisee's behalf shall take any action or permit any action to be done which may impair or damage any city property, streets of the city or other permanent property located in, on or adjacent thereto.

9-829. Notice of work.

Unless otherwise provided in a franchise agreement, no franchisee, nor any person acting on the franchisee's behalf, shall commence any nonemergency work in or about the streets of the city without ten working days' advance notice to the city.

9-830. Repair and emergency work.

In the event of an unscheduled repair or emergency, a franchisee may commence such repair and emergency response work as required under the circumstances, provided that the franchisee shall notify the city as promptly as possible before such repair or emergency work is commenced, or as soon thereafter as possible if advance notice is not practical.

9-831. Maintenance of facilities.

Each franchisee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements.

9-832. Relocation or removal of facilities.

Within 30 days following written notice from the city, a franchisee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the streets whenever the city shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

- (1) The construction, repair, maintenance or installation of any city or other public improvement in or upon the streets.
- (2) The operations of the city or other governmental entity in or upon the streets.

9-833. Removal of unauthorized telecommunications facilities.

Within 30 days following written notice from the city, any telecommunications carrier that owns, controls or maintains any unauthorized telecommunications system, telecommunications facility or related appurtenances within the streets of the city shall, at its own expense, remove such telecommunications facilities or appurtenances from the streets of the city. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

- (1) Upon expiration or termination of the franchisee's telecommunications franchise.
- (2) Upon abandonment of a facility within the streets of the city.
- (3) If the system or facility was constructed or installed without the prior grant of a telecommunications franchise.
- (4) If the system or facility was constructed or installed without the prior issuance of a required construction permit.
- (5) If the system or facility was constructed or installed at a location not permitted by the telecommunications franchise.

9-834. Emergency removal or relocation of facilities.

The city retains the right and privilege to cut or move any telecommunications facilities located within the streets of the city as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The city, where feasible, shall attempt to contact franchisee prior to cutting or removing facilities from the streets.

9-835. Damage to franchisee's facilities.

Unless directly and proximately caused by the willful, intentional or malicious acts by the city, the city shall not be liable for any damage to or loss of any telecommunications facility within the streets of the city as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the streets by or on behalf of the city.

9-836. Restoration of streets and city property.

- (1) When a franchisee, or any person acting on its behalf, does any work in or affecting any streets or city property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such streets or property to as good a condition as existed before the work was undertaken, unless otherwise directed by the city.
- (2) If weather or other conditions do not permit the complete restoration required by this section, the franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the franchisee's sole expense, and the franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- (3) A franchisee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property.

9-837. Facilities maps.

Each franchisee shall provide the city with an accurate map certifying the location of all telecommunications facilities within the streets. Each franchisee shall provide updated maps annually.

9-838. Duty to provide information.

Within ten days of a written request from the city, each franchisee shall furnish the city with information sufficient to demonstrate that:

- (1) The franchisee has complied with all requirements of this chapter.
- (2) All municipal sales, message and/or telecommunications taxes due the city in connection with the telecommunications services and facilities provided by the franchisee have been properly collected and paid by the franchisee.
- (3) All books, records, maps and other documents maintained by the franchisee with respect to its facilities within the streets shall be made available for inspection by the city at reasonable times and intervals.

9-839. Leased capacity.

A franchisee shall have the right, without prior city approval, to offer or provide capacity or bandwidth to other providers of telecommunications services, provided that:

- (1) The franchisee shall furnish the city with a copy of any such lease or agreement with such other telecommunication services provider.
- (2) The telecommunications services provider to which the franchisee has offered or provided capacity or bandwidth has complied, to the extent applicable, with the requirements of this chapter or other applicable city ordinances.

9-840. Franchisee insurance.

A franchisee shall maintain, and, by its acceptance of a franchise, specifically agrees that it will maintain, throughout the term of its franchise, the following insurance against claims that arise from or in connection with the performance of the franchise by any agents, representatives, employees or subcontractors of the franchisee:

- (1) Commercial General Liability (CGL): Coverage on an “occurrence” basis, including the following coverages: premises/operations, products-completed operations, contractual, bodily injury, property damage, personal and advertising injury, and XCU coverage with limits of no less than \$3,000,000 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 per-occurrence limit.
- (2) Business Auto Liability: Must cover any auto including hired and non-owned autos, with limits of 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 a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (4) Excess or Umbrella Liability: Limit of no less than \$5,000,000.
- (5) Cyber Liability: Limits of no less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate.
- (6) Professional Liability – Errors and Omissions: Coverage appropriate to the franchisee’s profession, with limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- (7) Self-insured Retention: Must be declared to and approved by the city. The city may require the franchisee to provide proof of ability to pay losses and related investigations, claims 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 the city.
- (8) If the franchisee maintains broader coverage and/or higher limits than the minimums shown above, the city requires and shall be entitled to the broader coverage and/or the higher limits maintained by the franchisee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.
- (9) Other Insurance Provisions: Each liability policy shall contain, or shall be endorsed to contain, the following provisions:
 - (a) The City of Bartlett, its elected officials, appointees, employees, members of boards, agencies or committees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the franchisee, including materials, parts or equipment furnished in connection with such work or operations.

(b) For any claims related to or arising out of the franchise, the franchisee's performance of the franchise, or any act or omission of the franchisee with respect to the its obligations, undertakings, and responsibilities under this chapter or the franchise agreement, the franchisee's insurance coverage shall be primary and non-contributory as to the City of Bartlett, its elected officials, appointees, employees, members or boards, agencies or committees.

(c) Coverage shall not be canceled or non-renewed except with 90-days' prior written notice, by certified mail, to the City of Bartlett. Within 60 days after receipt by the city of such notice, and in no event later than 30 days prior to such cancellation or non-renewal, the franchisee shall obtain and furnish to the city replacement insurance policies meeting the requirements of this section.

9-841. General indemnification.

Each franchise agreement shall include, to the extent permitted by law, the franchisee's express undertaking to defend, indemnify and hold the city and its elected officials, appointees, employees, board members, committee members, commission members, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorneys' fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, grossly negligent, reckless, careless or wrongful acts, omissions, failures to act or any other misconduct of the franchisee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise agreement made or entered into pursuant to this chapter.

9-842. Performance and construction surety.

Before a franchise granted pursuant to this chapter is effective, and as necessary thereafter, the franchisee shall provide and deposit such monies, bonds, letters of credit or other instruments in a form and substance acceptable to the city as may be required by this chapter or by an applicable franchise agreement.

9-843. Security fund.

- (1) Each franchisee shall establish a permanent security fund with the city by depositing the amount of \$50,000.00, or such other amount that the city determines is sufficient to secure the full and complete performance of this chapter as set forth in subsection (2), with the city in either cash, an unconditional letter of credit, or other instrument acceptable to the city, which fund shall be maintained at the sole expense of the franchisee for so long as any of the franchisee's telecommunications facilities are located within the streets of the city.
- (2) The fund shall serve as security for the full and complete performance of this chapter, including any costs, expenses, damages or loss the city pays or incurs because of any

failure attributable to the franchisee to comply with the codes, ordinances, rules, regulations or permits of the city.

- (3) Before any sums are withdrawn from the security fund, the city shall give written notice to the franchisee:
 - (a) Describing the act, default or failure to be remedied, or the damages, cost or expenses that the city has incurred by reason of the franchisee's act or default.
 - (b) Providing a reasonable opportunity for the franchisee to first remedy the existing or ongoing act, default or failure, if applicable.
 - (c) Providing a reasonable opportunity for franchisee to pay any monies due the city before the city withdraws the amount thereof from the security fund, if applicable.
 - (d) That the franchisee will be given an opportunity to review the act, default or failure described in the notice with the Mayor or his or her designee.
- (4) A franchisee shall replenish the security fund within 14 days after written notice from the city that there is a deficiency in the amount of the fund.

9-844. Construction and completion bond.

- (1) Unless otherwise provided in a franchise agreement, a performance bond written by a corporate surety acceptable to the city equal to at least 50 percent of the estimated cost of constructing the franchisee's telecommunications facilities within the streets of the city shall be deposited before construction is commenced.
- (2) Notwithstanding the provisions of this subsection (1) of this section, if a franchisee makes application to the city to be relieved from furnishing a performance and payment bond relative to construction of a system or improvements thereto, the city may waive the requirement for such bond or reduce the required amount thereof if the city determines that:
 - (a) Such franchisee has a net worth of not less than \$50,000,000.00 as reflected by its most current financial statement; and
 - (b) The performance of such franchisee of its obligations generally, whether financial or otherwise, has been satisfactory with respect to the city and with respect to other parties with which such company has had obligations of construction or improvements to telecommunications systems.
- (3) The construction bond shall remain in force until 60 days after substantial completion of the work, as determined by the Engineering Department, including restoration of streets and other property affected by the construction.
- (4) The construction bond shall guarantee, to the satisfaction of the city:
 - (a) Timely completion of construction;
 - (b) Construction in compliance with applicable plans, permits, technical codes and standards;

- (c) Proper location of the facilities as specified by the city;
- (d) Restoration of the streets and other property affected by the construction;
- (e) The submission of as-built drawings after completion of the work as required by this chapter; and
- (f) Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.

9-845. Coordination of construction activities.

- (1) Any and all franchisees are required to cooperate with the city and with each other.
- (2) Each franchisee shall meet with the city, other franchisees and users of the streets annually or periodically, as determined by the city, to schedule and coordinate construction in the streets.
- (3) All construction locations, activities and schedules shall be coordinated, as ordered by the Engineering Department, to minimize public inconvenience, disruption or damages.

9-846. Transfer of ownership or control.

- (1) A franchise shall not be sold, assigned or transferred (including through inheritance), either in whole or in part, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any person or entity without full compliance with the procedure set forth in this section.
- (2) The provisions of this section shall apply to the sale or transfer of all or a share of a telecommunications carrier's assets or shares of stock, and to a merger (including any parent and its subsidiary corporation), consolidation, creation of a subsidiary corporation of the parent company, or sale or transfer of stock in a company so as to create a new controlling interest. The term "controlling interest" as used in this section is not limited to majority stock ownership, but includes actual working control in whatever manner exercised, including the creation or transfer of decision-making authority to a new or different board of directors.
 - (a) The parties to the sale or transfer shall make a written request to the city for its approval of a sale or transfer. The written request shall be accompanied by all information required by FCC rules and shall be presented on a form as prescribed by FCC rules. Thereafter, the city shall have 120 days to act on the request, or it shall be deemed granted subject to the provisions following. If the city finds that the application is not complete, as required by FCC rules, it shall notify the parties within 60 days of the initial filing. Such notice shall stay the running of the 120 days until such time as the parties file a complete application in accordance with FCC rules. If the city does not so notify the parties within the 60 days following the filing of an application, the application shall be deemed complete and the 120 days shall run from the date such application was filed. The city may request such additional information as it might reasonably determine to be necessary to act on the request. Such

request shall not, however, extend the 120-day period unless mutually agreed by all parties or such extension is expressly permitted by the FCC rules.

- (b) The city shall signify in writing within the time aforesaid its approval of the request or its determination that a public hearing is necessary due to potential adverse effect on a company's subscribers.
 - (c) If a public hearing is deemed necessary pursuant to subsection (2)(b) of this section, such hearing shall be commenced within 30 days of such determination, and notice of any such hearing shall be given 14 days prior to the hearing by publishing a notice. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the city.
 - (d) Within 30 days after the closing of the public hearing, the city shall approve or deny in writing the sale or transfer request.
 - (e) Within 30 days of any transfer, a company shall file with the city a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by such company.
- (3) In reviewing a request for sale or transfer pursuant to subsection (1) of this section, the city may inquire into the legal, technical and financial qualifications of the prospective controlling party, and a franchisee shall assist the city in so inquiring. The city may condition such transfer upon such terms and conditions as it deems reasonably appropriate to satisfy such qualifications; provided, however, that the city shall not unreasonably withhold its approval. As a condition of approval of a transfer or assignment of ownership or control, the city may require that the transferee become a signatory to the franchise agreement entered into by the city and the predecessor of the transferee.
- (4) A franchisee shall notify the city in writing of any change in administrative officials regarding its telecommunications system within 14 days of the change.
- (5) Notwithstanding anything to the contrary in this chapter or a franchise agreement, no prior consent by the city shall be required for any transfer or assignment to any entity controlling, controlled by, or under the same common control of the transferring party. However, in such a transfer or assignment, such transferring party shall remain liable for all financial obligations as required pursuant to its franchise and this chapter, unless otherwise agreed to by the city. Such agreement to release the transferring company shall not be unreasonably withheld and shall further be provided in all transfers or assignments where the transferee party has a net worth of not less than \$25,000,000.00 as reflected by its most current audited financial statement.

9-847. Transactions affecting control of franchise.

Any transactions which singularly or collectively result in a change of ten percent or more of the ownership or working control of the franchisee, of the ownership or working control of a telecommunications franchise, of the ownership or working control of affiliated entities having ownership or working control of the franchisee or of a telecommunications system or of

control of the capacity or bandwidth of franchisee's telecommunication system, facilities or substantial parts thereof, shall be considered an assignment or transfer requiring city approval pursuant to section 9-845.

9-848. Revocation or termination of franchise.

A franchise granted by the city to use or occupy streets of the city may be revoked for the following reasons:

- (1) Construction or operation in the city or in the streets of the city without a franchise.
- (2) Construction or operation at an unauthorized location.
- (3) Unauthorized substantial transfer of control of the franchisee.
- (4) Unauthorized assignment of a franchise.
- (5) Unauthorized sale, assignment or transfer of franchise or assets, or a substantial interest therein.
- (6) Misrepresentation or lack of candor by or on behalf of a franchisee in any application to the city or any other material representation to the city.
- (7) Abandonment of telecommunications facilities in the streets.
- (8) Failure to relocate or remove facilities as required in this chapter.
- (9) Failure to pay taxes, compensation, fees or costs when and as due the city.
- (10) Insolvency or bankruptcy of the franchisee.
- (11) Violation of a material provision of this chapter.
- (12) Violation of the material terms of a franchise agreement.

9-849. Notice and duty to cure.

If the Mayor or his or her designee believes that grounds exist for revocation of a franchise, the Mayor or his or her designee shall give the franchisee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the franchisee a reasonable period of time not exceeding 30 days to furnish evidence that:

- (1) Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance.
- (2) Rebuts the alleged violation or noncompliance.
- (3) It would be in the public interest to impose some penalty or sanction less than revocation.

9-850. Hearing.

If a franchisee fails to provide evidence reasonably satisfactory to the Mayor or his or her designee, the Mayor or his or her designee shall refer the apparent violation or noncompliance

to the contracts committee. The contracts committee shall provide the franchisee with notice and a reasonable opportunity to be heard concerning the matter.

9-851. Standards for revocation or lesser sanctions.

If persuaded that the franchisee has violated or failed to comply with material provisions of this chapter, or of a franchise, the contracts committee shall determine whether to revoke the franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

- (1) The misconduct was egregious.
- (2) Substantial harm resulted.
- (3) The violation was intentional.
- (4) There is a history of prior violations of the same or other requirements.
- (5) There is a history of overall compliance.
- (6) The violation was voluntarily disclosed, admitted or cured.

9-852. General.

No person shall commence or continue with the construction, installation or operation of telecommunications facilities within the city except as provided in this chapter.

9-853. Construction codes.

Telecommunications facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Safety Code.

9-854. Requirements for issuance of construction permits.

No person shall construct or install any telecommunications facilities within the city without first obtaining a construction permit therefor, provided, however, that:

- (1) No permit shall be issued for the construction or installation of telecommunications facilities within the city unless the telecommunications carrier has filed a registration statement with the city pursuant to this chapter.
- (2) No permit shall be issued for the construction or installation of telecommunications facilities in the streets unless the telecommunications carrier has applied for and received a franchise pursuant to this chapter.
- (3) No permit shall be issued for the construction or installation of telecommunications facilities without payment of the construction permit fee established in section 9-821.
- (4) No permit shall be issued for the construction or installation of telecommunications facilities unless the telecommunications carrier has filed an application for a construction permit that complies with sections 9-855, 9-856, and 9-857 and has provided a construction and completion bond in accordance with section 9-866 and

the Engineering Department has determined that the applications, plans and documents comply with all requirements of this chapter.

9-855. Applications.

Applications for permits to construct telecommunications facilities shall be submitted upon forms to be provided by the city and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

- (1) That the facilities will be constructed in accordance with all applicable codes, rules and regulations.
- (2) The location and route of all facilities to be installed on existing utility poles.
- (3) The location and route of all facilities to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the streets.
- (4) The location of all existing underground utilities, conduits, ducts, pipes, mains and installations which are within the streets along the underground route proposed by the applicant.
- (5) The location of all other facilities to be constructed within the city, but not within the streets.
- (6) The construction methods to be employed for protection of existing structures, fixtures and facilities within or adjacent to the streets.
- (7) The location, dimension and types of all trees within or adjacent to the streets along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas to be disturbed during construction.

9-856. Engineer's certification.

All permit applications shall be accompanied by the certification of a registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

9-857. Traffic control plan.

All permit applications which involve work on, in, under, across or along any streets shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with Uniform Manual of Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

9-858. Issuance of permit.

Within 45 days after submission of all plans and documents required of the applicant and payment of the permit fees required by this chapter, the Engineering Department, if satisfied

that the applications, plans and documents comply with all requirements of this chapter, shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as he or she may deem necessary or appropriate.

9-859. Construction schedule.

The franchisee shall submit a written construction schedule to the Engineering Department ten working days before commencing any work in or about the streets. The franchisee shall further notify the Engineering Department not less than two working days in advance of any excavation or work in the streets.

9-860. Compliance with permit.

All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The Engineering Department shall be provided access to the work and related information to ensure compliance with such requirements.

9-861. Display of permit.

The franchisee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the Engineering Department at all times when construction work is occurring.

9-862. Survey of underground facilities.

If the construction permit specifies the location of facilities by depth, line, grade, proximity to other facilities or other standard, the franchisee shall cause the location of such facilities to be verified by a registered state land surveyor. The franchisee shall relocate any facilities which are not located in compliance with permit requirements.

9-863. Noncomplying work.

Upon order of the Engineering Department, all work which does not comply with the permit, the approved plans and specifications for the work, or the requirements of this chapter, shall be removed.

9-864. Completion of construction.

The franchisee shall promptly complete all construction activities so as to minimize disruption of the streets and other public and private property. All construction work authorized by a permit within the streets, including restoration, must be completed within 120 days of the date of issuance of the permit.

9-865. As-built drawings.

Within 60 days after completion of construction, the franchisee shall furnish the city with two complete sets of plans, drawn to scale and certified to the city as accurately depicting the location of all telecommunications facilities constructed pursuant to the permit.

9-866. Construction surety.

Prior to issuance of a construction permit, the franchisee shall provide a construction and completion bond.

9-867. Exceptions.

Unless otherwise provided in a franchise agreement, all telecommunications carriers are subject to the requirements of this chapter.

9-868. Responsibility of owner.

The owner of the facilities to be constructed and, if different, the franchisee, are responsible for performance of and compliance with all provisions of this chapter.

9-869. Purpose of chapter.

The purpose and intent of this chapter is to:

- (1) Establish a local policy concerning telecommunications carriers and services and establish clear local guidelines, standards and time frames for the exercise of local authority with respect to the regulation of telecommunications carriers and services;
- (2) Promote competition in telecommunications services;
- (3) Minimize unnecessary local regulation of telecommunications carriers and services;
- (4) Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to the businesses, institutions and residents of the city;
- (5) Permit and manage reasonable access to the streets of the city for telecommunications purposes on a competitively neutral basis;
- (6) Conserve the limited physical capacity of the streets held in public trust by the city;
- (7) Ensure that the city's current and ongoing costs of granting and regulating private access to and use of the streets are fully paid by the persons seeking such access and causing such costs;
- (8) Secure fair and reasonable compensation to the city and the residents of the city for permitting private use of the streets;
- (9) Ensure that all telecommunications carriers providing facilities or services within the city comply with the ordinances, rules and regulations of the city; ensure that the city can continue to fairly and responsibly protect the public health, safety and welfare; and

- (10) Enable the city to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development.

9-870. Penalty for violation of chapter.

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this chapter shall be fined not more than \$50.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

9-871. Other remedies.

Nothing in this chapter shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this chapter.

9-872. Rights reserved to the city.

The city hereby expressly reserves the following rights which shall not be deemed to be waived or abrogated by any franchise granted pursuant to this chapter:

- (1) Exercise its governmental powers, now or hereafter, to the full extent that such powers may be vested in or granted to the city.
- (2) Adopt, in addition to the provisions contained in this chapter and in a franchise, issued by the city or the state, or license and in any existing applicable ordinance, such additional regulations as it shall find necessary in the exercise of its police power.
- (3) Amend this chapter or any franchise granted pursuant to this chapter to require reasonable and appropriate modifications in a franchise of a nature that would not result in effectively terminating such franchise.
- (4) Renegotiate any franchise granted pursuant to this chapter should substantial sections of this chapter be rendered void by subsequent changes in applicable federal or state laws.
- (5) Waive portions of this chapter if the city determines such waiver is in the public interest.

9-873. Severability.

If any of the sections of this chapter or any of the provisions, sentences, clauses, phrases, or parts thereof are held unconstitutional or void, the remainder of the chapter shall continue in full force and effect.

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: August 26, 2025

SECOND READING: September 9, 2025

THIRD READING: September 23, 2025

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

David Parsons, Mayor

Penny Medlock, City Clerk