



# City of Bartlett

David Parsons, Mayor

## BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, October 14, 2025 - City Hall Council Chambers - 6:00 PM

### INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

### FUTURE MEETINGS

Board of Zoning Appeals, October 16 at 6:30 p.m.

Historic Preservation Commission, October 20 at 6:30 p.m.

Bartlett Arts Council, October 21 at 6 p.m.

BPACC Advisory Board, October 21 at 6 p.m.

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

Bartlett Library Advisory Board, October 23 at 6 p.m.

### RECOGNITIONS

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

### MINUTES ACCEPTANCE

- 1 Minutes of the September 23, 2025 Board of Mayor and Aldermen Regular Meeting**

### CONSENT AGENDA

- 1 Special Event Permit for Fall Festival. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, October 18, 2025 from 2 p.m. to 4 p.m. at Ellendale United Methodist Church located at 7215 Centralia.

**2 Minimum Bond Subdivision Contract for Stelling Manor Planned Development. (John Horne, Director of Engineering)**

The developer, Stelling Manor LLC, has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Aldermen gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$106,690.00 in City fees. The minimum bond is set at \$785,546.44.

**3 Mixed Use Contract for Union Depot Phase 3. (John Horne, Director of Engineering)**

Phase 3 of Union Depot includes construction of a mixed-use building, Station Lofts, as well as, minor additions to public water, sewer, and drainage. The developer, Blue Sky Communities, INC, and UND Station Lofts, LLC, will pay \$1,821.46 in City fees. The bond is set at \$31,487.75.

**4 Professional Services Agreement for Contracts and Procurement Efficiency. (Kevin Franz, Information Technology Director)**

Recommend accepting agreement with Rios Partners, LLC for review and optimization of procurement and contracts as defined in Exhibit A of the attached agreement proposal.

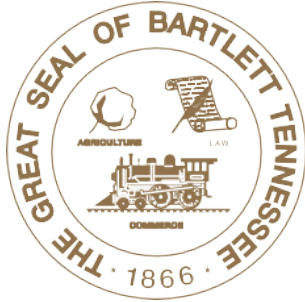
## **NEW BUSINESS**

**1 Resolution 35-25, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$18,000 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program. (Dick Phebus, Director of Finance)**

## **OPEN DISCUSSION**

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

## **ADJOURNMENT**



# City of Bartlett

David Parsons, Mayor

## **Board of Mayor and Aldermen Meeting Minutes Tuesday, September 23, 2025 - City Hall Council Chambers - 6:00 PM**

### **ATTENDANCE**

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

Absent: Alderman David Reaves

### **INVOCATION**

Opening Prayer by Mark Johnson, Fountain of Truth

### **FUTURE MEETINGS**

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

City Beautiful Commission, October 2 at 6:30 p.m.

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

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

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

Beer Board, October 7 at 6 p.m.

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

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

### **RECOGNITIONS**

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

### **MINUTES ACCEPTANCE**

**1 Minutes of the September 9, 2025 Board of Mayor and Aldermen Regular Meeting**

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

**PUBLIC HEARING**

**1 Ordinance 25-04, an ordinance to amend the City of Bartlett Cable Television Ordinance, Title 9, Chapter 5.**

No one spoke.  
Adjourned at 6:04 p.m.

**2 Ordinance 25-05, an ordinance to enact the City of Bartlett Telecommunications Ordinance, Title 9, Chapter 8.**

No one spoke.  
Adjourned at 6:04 p.m.

**UNFINISHED BUSINESS**

**1 Third reading of Ordinance 25-04, an ordinance to amend the City of Bartlett Cable Television Ordinance, Title 9, Chapter 5. (Will Wyatt, Assistant City Attorney).**

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

**2 Third reading of Ordinance 25-05, an ordinance to enact the City of Bartlett Telecommunications Ordinance, Title 9, Chapter 8. (Will Wyatt, Assistant City Attorney).**

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

**CONSENT AGENDA (No consent items)**

**NEW BUSINESS**

**1 Appoint Shane Pugsley to the Parks and Recreation Advisory Board. (David Parsons, Mayor)**

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

**2 Re-appoint Erik Gott to the Bartlett Arts Council. (David Parsons, Mayor)**

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

**3 Proposal for tree trimming and removal services. (Paul Wright, Director of Parks and Recreation)**

We recommend awarding contracts to both Spruce Up Tree Care, LLC and Michael's Tree and Loader Service, LLC as both proposals satisfy all the requirements as specified in the published RFP and meet the needs of the City of Bartlett. Funds are available in various grounds maintenance departmental accounts.

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

**4 Community Development Block Grant for the A.G. Warner, Jr. Water Treatment Plant Improvement Project. (John Horne, Director of Engineering)**

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

**5 Design contract for sewer equalization tank and sewer system upgrades for the Fletcher Creek Sewer Basin. (John Horne, Director of Engineering)**

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

**6 Environmental Due Diligence Studies Contract for annexation property at the northeast corner of Walter K. Singleton Parkway at Bolen Huse Road (Kim Taylor, Director of Planning and Economic Development)**

<b>Result:</b>	<b>Passed</b>
<b>Mover:</b>	Alderman Robert Griffin
<b>Secunder:</b>	Alderman King
<b>Ayes:</b>	Brad King, Robert Griffin, Monique Williams, Jack Young, Kevin Quinn
<b>Nays:</b>	None
<b>Abstains:</b>	None

**OPEN DISCUSSION**

Aldermen King and Griffin commended department leaders for acquiring beneficial grants for city improvements.

Community Relations personnel, Debbie Gelineau and Todd Halford announced the Bartlett Fall Festival on October 3rd and 4th, sponsored by Pinnacle Bank. Activities include the BBQ Contest and Car Show, Legends Never Die Fitness Competition, food trucks, live music, and more. The event is on Friday, October 3 from 5:30 to 10 p.m. and Saturday, October 4 from 8 a.m. to 6 p.m. Admission is free.

Tammy Kirk, 3433 Big Springs Lane, Bartlett, TN made comments regarding Bartlett City Schools' transportation policies. She said they were not following current policies referencing bus transportation regarding 1.5-mile guidelines.

**ADJOURNMENT**

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

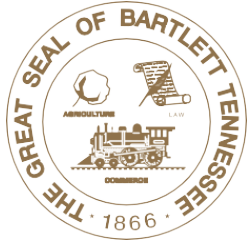
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David Parsons, Mayor

**Board of Mayor and Aldermen**

**October 14, 2025**

**Item Memo**



**Consent Summary:**

The event will be held on Saturday, October 18, 2025 from 2 p.m. to 4 p.m. at Ellendale United Methodist Church located at 7215 Centralia.

**Formal Body:**

**Attachments:**

EUMC\_SpcEvt\_Application



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

7215 Centralia Rd 38135  
Address Zip Code

Sat, October 18, 2025 2-4 pm  
Dates of the Event Hours of the Event

Fall Festival  
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Church owns property  
Property Owner

Ellendale UMC SAME  
Special Event Permit Applicant Address of Applicant

901-385-0205 secretary@ellendaleumc.com  
Phone Number Email Address

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee  
\$5.00 Permit Issuing Fee  
\$7.00 Software Fee

\_\_\_\_\_ Total Fees

[Signature]  
Responsible Person

9/17/25  
Date

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

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

**Special Event Checklist**

**Event:** Fall Festival with music

**Location:** Euclid, 7215 Centralia

**Dates:** October 18, 2025

**Type of special event: (Check one.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Political campaigning. Campaigning for public office.

**Performance standards:**

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

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

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

	Submitted or ok	N/A		Comments
15	OK		<p><i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary.</p> <ul style="list-style-type: none"> <li>a. Fire lanes, at a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief, must be provided in order to allow Fire Department access within 150 feet of all structures. Fire Lanes must be provided on at least two sides of all two-story structures within 500 feet of the location of the special event.</li> <li>b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and should be accessible from the fire lanes that are designated with the event.</li> <li>c. No open fires shall be permitted unless advance approval is obtained from the Fire Department.</li> <li>d. Fire extinguishers shall be available as determined by the Fire Chief.</li> <li>e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code.</li> <li>f. Tents shall comply with the Fire Code and applicable building codes.</li> <li>g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.</li> </ul>	
16	OK		<p><i>Off street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking spaces used for the special event should be concrete or asphalt.</p>	
17	OK		<p><i>Public conveniences and Litter control.</i> Adequate on-site restroom facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.</p>	
18	OK		<p><i>Nuisances.</i> The special event shall not generate excessive noise, dust smoke, glare, spillover lighting or other forms of environmental or visual pollution.</p>	

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

## Conditions:

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

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

## Special events permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

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# CHURCH MUTUAL INSURANCE COMPANY, S.I.



3000 Schuster Lane  
Merrill, WI 54452

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** 0014882 25-845319

**PREVIOUS POLICY NUMBER:** 0014882 25-696081

COMPANY NAME	18767	PRODUCER NAME	08-237
Church Mutual Insurance Company, S.I. 3000 Schuster Lane Merrill, WI 54452 (800) 554-2642		JASON BROOKS CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452	

**NAMED INSURED:** ELLENDALE UNITED METHODIST CHURCH INC

**MAILING ADDRESS:** PO Box 85  
Ellendale, TN 38029-0085

**POLICY PERIOD:** FROM 03/08/2025 TO 03/08/2026  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**BUSINESS DESCRIPTION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	PREMIUM
COMMERCIAL CRIME COVERAGE PART	\$126.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$1,573.00
COMMERCIAL INLAND MARINE COVERAGE PART	\$137.00
MANAGEMENT PROTECTION LIABILITY COVERAGE PART	\$57.00
COMMERCIAL PROPERTY COVERAGE PART	\$22,860.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	\$8.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	\$454.00
<b>TOTAL:</b>	<b>\$25,215.00</b>

ELLENDALE UNITED METHODIST CHURCH

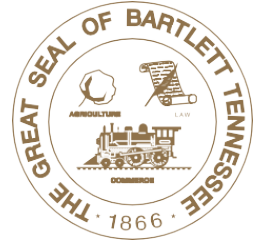
# FALL FESTIVAL

SATURDAY, OCTOBER 18

2:00PM TO 4:00PM

Food | Games | Jump House | Music  
7217 Centralia Rd, Bartlett, TN 38135

**Board of Mayor and Aldermen**  
**October 14, 2025**



**Consent Summary:**

The developer, Stelling Manor LLC, has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Aldermen gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$106,690.00 in City fees. The minimum bond is set at \$785,546.44.

**Formal Body:**

**Attachments:**

Bartlett Min. Bond Letter, Stelling Contract Minimum Bond 10-1-25, LOCATION MAP

# Stelling Manor LLC

7990 Trinity RD Ste 115  
Cordova TN 38018

October 2, 2025

Ms. Erin Campbell, P.E.  
Assistant City Engineer  
City of Bartlett TN  
6382 Stage Rd  
Bartlett TN 38134

RE: Stelling Manor – Minimum Bond

Ms. Campbell

Please allow this letter to serve as my official request on behalf of Stelling Manor LLC, to use a “Minimum Bond” on this project. And confirmation that all required items, as found on the Development Plans and within the Development Contract will be completed according to specifications prior to recording the final plat.

Should you have any questions or comments please contact me.

Thank you



Jim Curtis  
Development Manager  
Stelling Manor LLC  
901 848 9821

**RESIDENTIAL SUBDIVISION CONTRACT  
STELLING PLANNED DEVELOPMENT MINIMUM BOND**

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to  
as the CITY and STELLING MANOR LLC, hereinafter referred to as the DEVELOPER.

**WITNESSETH:**

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat  
entitled: STELLING MANOR PLANNED DEVELOPMENT dated OCTOBER 6, 2025, made by  
the  
DEVELOPER; and

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

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

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

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

### **GENERAL PROVISIONS**

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without

the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II

### **FIXED IMPROVEMENTS**

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

specifications, shall apply:

### **STREET PAVING/TRAFFIC CONTROL SIGNS**

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 25)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

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

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

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

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

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

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

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

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such

responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

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

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

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

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

### III

#### **FINAL STREET PAVING**

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

### IV

#### **WATER SERVICE**

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

against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

## V

### **WATER SERVICE EXPANSION FEE**

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

## VI

### **SEWER SERVICE**

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

## VII

### **SEWER CONNECTION CHARGE**

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

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

## VIII

### **JEOPARDY OF BUILDING PERMITS**

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

## IX

### **SEDIMENT AND DEBRIS**

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

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after

notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

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

## **X**

### **EASEMENTS**

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

## **XI**

### **TITLE TO WATER AND SEWER LINES**

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

## XII

### DRAINAGE DESIGN RESPONSIBILITIES

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

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

Building Permit issued by the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

15. Those developments approved by the Planning Commission for detention basins to be

constructed by the development and maintained by the development will not be assessed fees.

### **XIII**

#### **WARRANTY PROVISIONS**

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 25). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.
4. That the DEVELOPER shall complete all work in this contract within 365 consecutive

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

#### XIV

#### **STREET LIGHTS**

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

#### XV

#### **BONDING REQUIREMENTS**

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Letter of Credit, or cash bond in the amount identified on Page 22 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

## XVI

### **HOLD HARMLESS**

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

## XVII

### **PARKLAND FEES**

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

### **SPECIAL CONDITIONS:**

1. The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously

allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

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

**XVIII**

<p><b>PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR: STELLING MANOR PLANNED DEVELOPMENT</b></p>
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**I. Due at Execution of Subdivision Contract and before Construction Begins:**

1.	Water Plant Expansion @ 15% of Water Main Cost ( Water Main Cost =	\$304,245.00 )	<u><b>\$0.00</b></u> *
			*waived as per Special Condition 2
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost		<u><b>\$0.00</b></u> *
			*waived as per Special Condition 2
	b. Subdivision & site plan review fee @ \$175 per lot. 94 Lots		<u><b>\$16,450.00</b></u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract	\$10.00 implies \$940.00 \$25.00 implies \$435.40	<u><b>\$940.00</b></u>
4	City Subdivision Inspection @ A: 3% of Full Development Cost or B: \$300.00 per Lot Whichever is greater Full Development Cost =	\$2,011,055.19	<u><b>\$0.00</b></u> *
			*waived as per Special Condition 2
5	Water Connection Fee @ \$2,000.00 per Lot 94 Lots	\$188,000.00	<u><b>\$0.00</b></u> *
			*waived as per Special Condition 2
6	Sewer Connection Fee @ \$2000.00 per Lot 94 Lots	\$188,000.00	<u><b>\$0.00</b></u> *
			*waived as per Special Condition 2
7	DRAINAGE BASIN- Tributary of Loosahatchie Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 0 Lots		<u><b>\$0.00</b></u>

**\*FEES WAIVED PER SPECIAL CONDITIONS.**

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot	94 Lots	\$23,500.00	<u>\$23,500.00</u>
9	City portion of Water Improvements			<u>\$0.00</u>
10	DISTRICT _____ 3 Park Land Development Fee @ \$700.00 per Lot	94 Lots	\$700.00	<u>\$65,800.00</u>
<b>TOTAL DUE CITY</b>				<b><u>\$106,690.00</u></b>

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

1.	Asphalt Paving Cost (Estimated Construction Cost)			<u>\$459,356.19</u>
2.	Street Light (Estimated at \$650.00 per lot)	94 Lots	Public	<u>\$61,100.00</u>
<b>TOTAL DUE II</b>				<b><u>\$520,456.19</u></b>

**III.** Upon Execution of Subdivision Contract and Before Construction Begins

**MINIMUM BOND** \$ 785,546.44

**IV.** Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

To be retained from initial 50% bond reduction amount and held until HOA is turned over to residents in a formal meeting, and minutes from that meeting are provided to the City of Bartlett Planning and Engineering Offices. 94 Lots

**HOA BOND** \$ 109,500.00

LOT	#	\$/LOT	
1-25	25	\$ 2,000.00	\$ 50,000.00
26-75	50	\$ 1,000.00	\$ 50,000.00
75-	19	\$ 500.00	\$ 9,500.00

**The Minimum Required Bond is the greater of Item III. And IV. Above** **\$785,546.44**

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

Bartlett, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY OF BARTLETT, MAYOR  
DAVID PARSONS

\_\_\_\_\_  
DEVELOPER

\_\_\_\_\_  
TYPED OR PRINTED SIGNATURE

ATTEST:

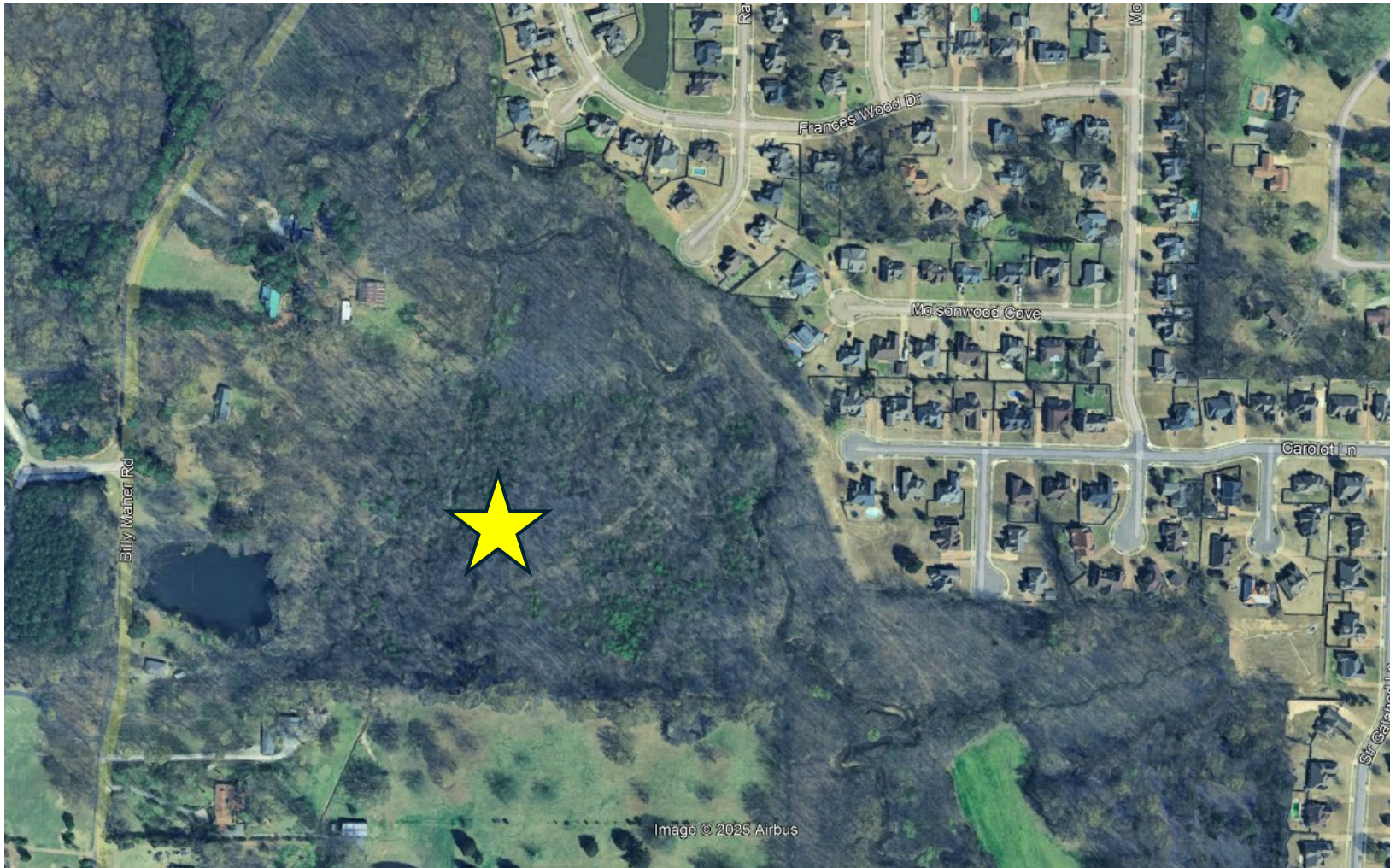
\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BONDING COMPANY

\_\_\_\_\_  
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

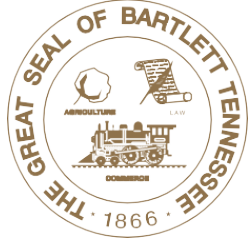
BY: \_\_\_\_\_  
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN \_\_\_\_\_



LOCATION MAP

**Board of Mayor and Aldermen**  
**October 14, 2025**



**Item Memo**

**Consent Summary:**

Phase 3 of Union Depot includes construction of a mixed-use building, Station Lofts, as well as, minor additions to public water, sewer, and drainage. The developer, Blue Sky Communities, INC, and UND Station Lofts, LLC, will pay \$1,821.46 in City fees. The bond is set at \$31,487.75.

**Formal Body:**

**Attachments:**

LOCATION MAP, UNION DEPOT PHASE 3 MIXED USE CONTRACT 10-8-25



LOCATION MAP

**MIXED USE DEVELOPMENT CONTRACT**  
**UNION DEPOT PHASE 3**

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and **BLUE SKY COMMUNITIES, INC,** and **UND STATION LOFTS, LLC,** hereinafter referred to as the DEVELOPER.

**WITNESSETH:**

WHEREAS, the CITY PLANNING COMMISSION has approved a mixed use development plat entitled: **UNION DEPOT PHASE 3** dated **FEBRUARY 3, 2025**, developed by the DEVELOPER; and

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

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

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

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

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II

### **FIXED IMPROVEMENTS**

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

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

### **PUBLIC STREET PAVING/TRAFFIC CONTROL SIGNS**

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Public Street Paving Requirements, Page 10 of 23)

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

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

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

SPEED LIMIT SIGNS: 23" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

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

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

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

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

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

completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

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

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

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

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

### III

#### **FINAL PUBLIC STREET PAVING**

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

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. The final surface (1") will be bonded until 100% of the lots in Phase 1A, & 1B are built upon and until 32 lots in Phase 2A are built upon. The DEVELOPER will be responsible for all road repairs on Union Depot Drive, Talcott Drive, and Portage Drive until all lots are built upon in Phases 1A, & 1B, and until 32 lots are built upon in Phase 2A.

#### IV

#### WATER SERVICE

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

V

**WATER SERVICE EXPANSION FEE**

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said development.
2. Developer will pay a water connection fee of \$3,000.00 per Service Tap.

VI

**SEWER SERVICE**

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

VII

**SEWER CONNECTION CHARGE**

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

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

## VIII

### **JEOPARDY OF BUILDING PERMITS**

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

## IX

### **SEDIMENT AND DEBRIS**

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

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

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

## X

### **EASEMENTS**

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

## XI

### **TITLE TO WATER AND SEWER LINES**

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

## XII

### **DRAINAGE DESIGN RESPONSIBILITIES**

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

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

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

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

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

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.
7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.
8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of public drainage improvements.
9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorney's fees for defense of same.
10. Detention basin property for Mixed Use Developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.
11. Detention basin maintenance on the Mixed Use property will be the responsibility of the Mixed Use Property Owner.
12. In Mixed Use Developments, detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission. However; since this 1A Phase of Union Depot is a Road Construction Phase, These fees are not applicable. Other Phases of Union Depot will be assessed detention fees where applicable.
13. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City

of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin

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

### **XIII**

#### **WARRANTY PROVISIONS**

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

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

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

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

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the

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

#### XIV

#### **STREET LIGHTS**

1. The Developer of the Mixed Use Development will be installing private street lights that are located on private property.

#### XV

#### **BONDING REQUIREMENTS**

That, prior to proceeding with any site preparation, construction or installation of improvements, the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said Mixed Use

Development in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 23 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

## XVI

### **HOLD HARMLESS**

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

### **SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED-USE DEVELOPMENT BOND:**

1. A Full Cost (100%) bond will be calculated on work required in the existing right of way, or work that is necessary to protect the public interest or are estimated amounts for future payment by the developer.
2. Additional on-site utilities that will later be publicly owned will incur a minimum bond at 25% of full cost value.
3. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms.
4. This minimum Mixed Use Development Bond requires that *the Contractor installing Public and Private Infrastructure are one and the same.*

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

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

**SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND (CONTINUED)**

**These remaining items will be bonded at 25%:**

1. On-site Public water, sewer, or drain lines.
2. Base Asphalt and subgrade.
  
1. Prior to the contract being prepared, the developer shall provide the City with a written request to use the minimum bond in which he acknowledges that he is aware that Use and Occupancy will be held until all public infrastructure is inspected and complete to the City's satisfaction.
2. The minimum bond will be provided to the engineer's office prior to the preconstruction meeting along with the fees and the contract.
3. No Use or Occupancy Permit (Temporary or Final) will be issued by Code Enforcement until all Public infrastructure is constructed, tested, and accepted by the Engineering Department.

**XVII**

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT  
THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:  
UNION DEPOT PHASE 3**

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

1.	Water Plant Expansion @ 15% of Water Main Cost ( Water Main Cost =	\$2,595.75 )	<u><b>\$389.36</b></u>
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost		<u><b>\$155.75</b></u>
3	Sewer Review Fee - \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$25.00 implies \$28.00		<u><b>\$28.00</b></u>
4	City Inspection @ 3% of Full Development Cost Full Development Cost =	\$41,611.75	<u><b>\$1,248.35</b></u>
<b>TOTAL DUE CITY</b>			<b>\$1,821.46</b>

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

1. Asphalt Paving Cost (Estimated Construction Cost)		<u><b>\$0.00</b></u>
2. Street Light (Privately Owned)		<u>N/A</u>
<b>TOTAL DUE II</b>		<b>\$0.00</b>

**III. Upon Execution of Subdivision Contract and  
Before Construction Begins  
(BOND)**

**\$31,487.75**

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

Bartlett, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY OF BARTLETT- David Parsons, Mayor

\_\_\_\_\_  
BLUE SKY COMMUNITIES, INC

\_\_\_\_\_  
TYPED OR PRINTED SIGNATURE

\_\_\_\_\_  
UND STATION LOFTS, LLC

\_\_\_\_\_  
TYPED OR PRINTED SIGNATURE

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
BONDING COMPANY

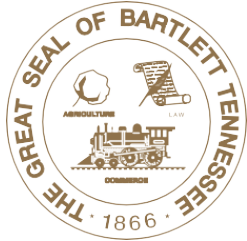
\_\_\_\_\_  
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: \_\_\_\_\_  
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN \_\_\_\_\_

**Board of Mayor and Aldermen**

**October 14, 2025**



**Item Memo**

**Consent Summary:**

Recommend accepting agreement with Rios Partners, LLC for review and optimization of procurement and contracts as defined in Exhibit A of the attached agreement proposal.

**Formal Body:**

**Attachments:**

Rios Partners LLC Professional Services Contract - Revised 10.10.25

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**RIOS PARTNERS, LLC**  
**and**  
**CITY OF BARTLETT, TENNESSEE**

This Professional Services Agreement (this "Agreement") dated as of \_\_\_\_\_ ("Effective Date"), is made and entered into by and between Rios Partners, LLC ("Rios" or "Contractor"), a Virginia Limited Liability Company with offices at 3100 Clarendon Blvd., Arlington, VA 22201, and the City of Bartlett, Tennessee ("City" or "Client"), an incorporated Tennessee municipality located in Shelby County, TN.

1. Scope of Services. Subject to the terms and conditions of this Agreement, the City hereby retains Rios to provide the services ("Services") set forth in the statements of work attached hereto as Exhibit A. The scope of the Services may change from time to time upon mutual agreement of the parties. Any additional statements of work will be labeled Exhibit B, Exhibit C, and so forth, and will be referenced accordingly in the Exhibit and agreed to by both parties.
2. Compensation and Expenses. As consideration for the Services rendered by Rios in connection with this Agreement, the City will pay to Rios the approved fees and preapproved expenses (if any) listed in each Exhibit.
3. Relationship of the Parties. The parties acknowledge and agree that in performing the Services, Rios is an independent company, and not an employee or agent of the City. Nothing contained herein shall be deemed to create a contract of employment, agency, partnership, or joint venture between the parties for any purpose, including, but not limited to, tax or social security withholding. Rios shall be solely responsible for payment of any taxes due in connection with payments made to Rios under this Agreement. Rios shall have no authority to create any obligation of any kind, expressed or implied, on behalf of the City, unless expressly authorized in writing to do so in each particular instance. Any such authorization must be in writing and signed by the Bartlett Mayor or his designee.
4. Confidentiality. Rios acknowledges and agrees that any and all information, oral or written, provided to Rios by the City or any of the City's agents or representatives in any form or medium whatsoever in the performance of this Agreement (the "Information"), is hereby designated as confidential and proprietary to the City or its affiliates and constitutes confidential information of the City or its affiliates. Rios agrees that, without the prior approval of the City, Rios shall make no disclosure, oral or written or otherwise, of the Information to third parties. The provisions of this paragraph shall not apply, and Rios shall have no liability with respect to disclosure of the Information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by Rios; (ii) is documented that it was known to Rios or independently developed by Rios prior to the time of disclosure; or (iii) is received by Rios from a source other than the City without restriction and without breach of any agreement. In the event Rios is required by law or order of a court, administrative agency, or other governmental body to disclose Information, it may disclose the Information as required, but only to the extent required and must promptly notify the City of the required disclosure.
5. Limitation of Liability. Deleted
6. Changes. Any changes, including but not limited to additional services or scope of work beyond those described in Section 2 above, directed or requested by the City will require a separate agreement or Exhibit to this Agreement agreed to by both parties.
7. Incorporated Terms and Conditions. The following terms and conditions are incorporated in their entirety into this Agreement.
  - 7.1. Control. All services by the CONTRACTOR/PROPOSER will be performed in a manner satisfactory to the City. Due to the sensitive nature of the services provided, the relationships between the City and its vendors, the importance of the City's strategic priorities, the unwillingness of the City to accept undue risk, the unwillingness of the City to negatively impact critical services or employee benefits, and the insistence of the City to decide what is in its best interest and to have the exclusive and final

authority to exercise its discretion whether to decide to pursue and approve specific identified "Savings Events," the parties agree to utilize a Steering Committee, consisting of the City of Bartlett Chief Administrative Officer; City of Bartlett Department Heads designated by the Chief Administrative Officer, and a representative designated by Rios Partners, to make a recommendation to the Mayor as to whether any identified "Savings Event" should be pursued. The parties agree that the Mayor has the exclusive discretion whether to accept or reject the recommendation of the majority of the members of the Steering Committee; and agree that the decision of the Mayor whether the City will accept the recommendation and pursue a specific identified "Savings Event" is final and not subject to appeal or challenge.

- 7.2. CONTRACTOR/PROPOSER's Personnel. The CONTRACTOR/PROPOSER 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/PROPOSER. The CONTRACTOR/PROPOSER 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/PROPOSER 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.
- 7.3. Independent Status.  
(a) Nothing in this Contract shall be deemed to represent that the CONTRACTOR/PROPOSER, or any of the CONTRACTOR/PROPOSER's employees or agents, are the agents, representatives, or employees of the City. The CONTRACTOR/PROPOSER will be an independent CONTRACTOR/PROPOSER 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/PROPOSER as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the CONTRACTOR/PROPOSER is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR/PROPOSER 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/PROPOSER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City ; that the CONTRACTOR/PROPOSER 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/PROPOSER for services performed shall be on the CONTRACTOR/PROPOSER's letterhead.
- 7.4. 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/PROPOSER 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/PROPOSER for CONTRACTOR/PROPOSER'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/PROPOSER shall be entitled to receive just and equitable compensation for any satisfactory work performed on Savings Events that were reviewed and recommended by the majority of the members of the Steering Committee and were accepted by the Mayor as of the termination date; however, the CONTRACTOR/PROPOSER shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination, nor shall it be reimbursed for any work performed on Savings Event that were not accepted by the Mayor as of the termination date, except as specifically provided for herein in Exhibit A.  
(d) All work accomplished by CONTRACTOR/PROPOSER 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.
- 7.5. Subcontracting, Assignment, or Transfer. Any subcontracting, assignment, delegation, or transfer of all

or part of the rights, responsibilities, or interests of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation, or transfer shall relieve the CONTRACTOR/PROPOSER from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the CONTRACTOR/PROPOSER'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.

- 7.6. Conflict of Interest. The CONTRACTOR/PROPOSER covenants that neither the Mayor, nor any Alderman, nor any other City official, nor any other City Board member or employee holds a direct or indirect interest in the Contract. The CONTRACTOR/PROPOSER 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/PROPOSER 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/PROPOSER to the CONTRACTOR/PROPOSER in connection with any work contemplated or performed relative to this Contract.
- 7.7. Covenant Against Contingent Fees. The CONTRACTOR/PROPOSER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR/PROPOSER, 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/PROPOSER 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.
- 7.8. Employment of City Workers. The CONTRACTOR/PROPOSER 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.
- 7.9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR/PROPOSER and the City will be referred to the City's Chief Administrative Officer or his/her duly authorized representative, whose decision regarding same will be final.
- 7.10. General Compliance with Laws.  
(a) The CONTRACTOR/PROPOSER certifies 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/PROPOSER 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/PROPOSER 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 Shelby County, 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 Shelby County, Tennessee.
- 7.11. Nondiscrimination. The CONTRACTOR/PROPOSER 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/PROPOSER 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/PROPOSER shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

- 7.12. 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.
- 7.13. Amendment. This Contract may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 7.14. 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.
- 7.15. 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.
- 7.16. 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.
- 7.17. 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/PROPOSER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
- 7.18. Travel Expenses. Any travel expense must be approved in writing in advance by the Chief Administrative Officer. A receipt or other written documentation for each expense, in a form acceptable to the City, must be submitted to the Chief Administrative Officer within five business days when the expense was incurred. No travel advances will be made by the City.
- 7.19. Incorporation of Other Documents. (a) CONTRACTOR/PROPOSER 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.
- 7.20. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the CONTRACTOR/PROPOSER, CONTRACTOR/PROPOSER 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/PROPOSER 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.
- 7.21. Organization Status and Authority.  
(a) CONTRACTOR/PROPOSER 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/PROPOSER 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/PROPOSER, any provision of any indenture, agreement or other instrument to which the CONTRACTOR/PROPOSER is a party, or by which the CONTRACTOR/PROPOSER'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.

- 7.22. Warranty. CONTRACTOR/PROPOSER 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.
- 7.23. Rights in Data. The City of Bartlett shall become the owner, and the CONTRACTOR/PROPOSER 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/PROPOSER under this Contract, regardless of whether they are proprietary to the CONTRACTOR/PROPOSER or to any third parties. B. Indemnification and Insurance Requirements.
- 7.24. Responsibilities For Claims and Liabilities.
- (a) CONTRACTOR/PROPOSER 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/PROPOSER its sub-CONTRACTORS, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
  - (b) CONTRACTOR/PROPOSER expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR/PROPOSER shall in no way limit its responsibility to indemnify, defend, save, and hold harmless the City and/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/PROPOSER 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/PROPOSER 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/PROPOSER as a result of or relating to obligations under this Contract.
  - (e) CONTRACTOR/PROPOSER 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/PROPOSER or its sub-Contractors regarding any matter resulting from or relating to CONTRACTOR/PROPOSER's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
  - (f) The CONTRACTOR/PROPOSER 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. The insurance company for each coverage shall provide 30 days written notice to the City of Bartlett of cancellation, except for non-payment of premium, which notice is 10 days. Evidence of replacement coverage must be provided by Contractor/Proposer to the City of Bartlett Finance Office, with no lapse in coverage, within 30 days of cancellation or change in any of the insurance provided.
- 7.25. Insurance Requirements. CONTRACTOR/PROPOSER will provide evidence of insurance coverage as required and shall provide and maintain the following coverage through insurers authorized to conduct business in the State of Tennessee with a current A.M. Best's rating of A:VII or higher: CONTRACTOR/PROPOSER shall maintain coverage with limits no less than:
- Commercial General Liability – Limits of no less than \$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, committees, or commissions shall be named as additional insureds. The insurance coverage shall include 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, if applicable

- g) Personal Injury
- Business Automobile Liability Insurance – Limit of no less than \$1,000,000 each accident for bodily injury and property damage. 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 limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by Tennessee statute. Certificate of Insurance shall indicate that these individuals are covered. CONTRACTOR/PROPOSER waives its right of subrogation against City of Bartlett for any and all workers’ compensation claims.
- Employee Dishonesty Coverage – Coverage for CONTRACTOR/PROPOSER and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies, committees or commissions – minimum of \$10,000.00 per occurrence.
- Professional (Errors and Omissions) Liability – Limit of no less than \$2,000,000 per occurrence or claim/\$2,000,000 aggregate. Certificate of insurance is to indicate if coverage is claims-made with the retro date prior to Contract based on this RFQ or if written on an occurrence basis.
- Cyber Insurance – Limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor/Proposer in this project/agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies, committees, or commissions shall be named as additional insureds.

All insurance policies maintained by the CONTRACTOR/PROPOSER shall provide that its insurance as required by this Agreement shall be primary in the event of any claim made as the result of any act or omission by Contractor/Proposer or its employees, agents or subcontractors. Any insurance or self-insurance maintained by the City of Bartlett, its elected officials, appointees, employees, members of boards, agencies, committees, or commissions shall be in excess of Contractor/Proposer’s insurance and not contribute with it. If Contractor/Proposer maintains broader coverage and/or higher limits than limits shown above, the City requires and shall be entitled to broader coverage and/or the higher limits maintained by the Contractor/Proposer.

Waiver of subrogation – Contractor/Proposer grants City of Bartlett a waiver of right of subrogation, which any insurer of Contractor/Proposer may acquire against the City by virtue of the payment of any loss under such insurance. No right of subrogation that may exist with respect to the City’s insurer(s) is waived.

7.26. Access To Records. During all phases of the work and services to be provided hereunder, the CONTRACTOR/PROPOSER agrees to permit duly authorized agents and employees of the City to enter CONTRACTOR/PROPOSER’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/PROPOSER 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.

8. Jurisdiction and Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee.

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

**Rios Partners, LLC**

Signature:

Name:

Title:

**City of Bartlett, Tennessee**

Signature:

Name:

Title:

**EXHIBIT A**  
**to**  
**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**RIOS PARTNERS, LLC**  
**and**  
**CITY OF BARTLETT, TENNESSEE**

Description: Professional Cost Reduction Services

Client: City of Bartlett, Tennessee  
6400 Stage Road  
Bartlett, TN 38134

Contract Number:  

Supplier: Rios Partners, LLC  
3100 Clarendon Blvd, Ste 200  
Arlington, Virginia 22201-5302

Fee Type: Performance-Based

Fee Determining Official: Chief Administrative Officer for the City of Bartlett

**Commented [JB1]:** Contract number to be filled in once determined by the City.

1. Term. The period of performance is the Effective Date through March 1, 2027, as follows:
  - 1.1. Effective Date through March 1, 2026: Cost Reduction Identification, subject to written recommendation of the majority of the members of the Steering Committee, consisting of the City of Bartlett Chief Administrative Officer; City of Bartlett Department Heads designated by the Chief Administrative Officer, and a representative designated by Rios Partners, and acceptance by the Mayor as being aligned with the City’s overall goals and best practices.
  - 1.2. March 2, 2026, through March 1, 2027: Cost Reduction Implementation, subject to written recommendation of the majority of the members of the Steering Committee and acceptance by the Mayor as being aligned with the City’s overall goals and best practices.
2. Services. Rios will perform and deliver Professional Cost Reduction Services, subject to written recommendation of the majority of the members of the Steering Committee and acceptance by the Mayor as being aligned with the City’s overall goals and best practices, to the City as follows:
  - 2.1. Cost Reduction Identification. Rios will perform the following services during the Cost Reduction Identification phase, subject to written recommendation of the majority of the members of the Steering Committee and acceptance by the Mayor as being aligned with the City’s overall goals and best practices, delivering recommendations by March 1, 2026.
    - 2.1.1. **Define a Cost Reduction Framework:**
      - Gather and assess available data.
      - Align on specific goals and desired outcomes.
      - Define key performance indicators and metrics.
      - Develop activity based framework (ABF) for categorizing all spending.
      - Map current state procurement processes.
    - 2.1.2. **Create Transparency and Analytics Tools:**
      - Aggregate and segment all data according to ABF.
      - Develop a comprehensive spending baseline across all cost categories.
      - Customize automated tools for reviewing spending and cost reduction achieved against KPIs and existing benchmarks.
      - Identify contracts and other transactions for potential cost reduction plans.

- Develop scenario-based modeling and tools to support ongoing procurement analysis.
  - Identify potential areas for improved or streamlined procurement processes.
- 2.1.3 **Analyze Spending and Recommend Savings Opportunities:**
- Perform deep dive analysis of every identified opportunity to assess feasibility and impact of cost reduction.
  - Conduct contract-specific assessment to determine available cost reduction levers.
  - Collate list of recommended contract actions to pursue for cost savings.
  - Develop independent benchmarks for ongoing cost containment.
  - Develop proposed process improvements to sustain and improve cost reduction going forward.
- 2.1.4 **Prioritize Opportunities:**
- Develop detailed business cases for each recommended contract action.
  - Prioritize contract and sourcing actions.
- 2.2 **Cost Reduction Implementation.** Rios will perform the following services during the Cost Reduction Implementation phase, for specific opportunities through March 1, 2027.
- 2.2.3 **Optimize Contracts and Support Implementation:**
- Develop detailed capture and implementation for recommended actions.
  - Provide direct and programmatic support for negotiation, acquisition, and other procurement actions.
  - Develop detailed implementation plan for each recommended process improvement or strategic change.
  - Provide coaching and guidance on strategic sourcing tools and transformations.
- 2.3 **Deliverables.** Rios will submit the following deliverables by email to the Chief Administrative Officer for the City of Bartlett for review on or before the due date.

Deliverable Number	Description and Deliverable Content	Due Date	Format
<i>Cost Reduction Identification</i>			
01	Monthly Status Report (MSR) of significant accomplishments, key activities performed over past month, upcoming key activities and meetings, any risks or issues/concerns	30 days after Effective Date, and monthly thereafter	Microsoft Word or Adobe PDF
02	Weekly Status Updates to the City's Chief Administrative Officer of key activities and meetings performed and upcoming, any risks issues/concerns, and required City action items	Weekly on Friday	Email
03	Activity Based Framework for categorizing cost	30 days after Effective Date	To be agreed by the City's Chief Administrative Officer
04	Cost Transparency and Analytics Tools	3 months after Effective Date	To be agreed by the City's Chief Administrative Officer
05	Prioritized List of Savings Opportunities	Draft: Feb 1, 2026 Final: Mar 1, 2026	Microsoft Word or Adobe PDF
06	Business Cases for savings opportunities	March 1, 2026	Microsoft Word or Adobe PDF
07	Prioritized List of Procurement	Draft: Feb 1, 2026	Microsoft Word or

	Improvement Opportunities	Final: Mar 1, 2026	Adobe PDF
<i>Cost Reduction Implementation</i>			
08	Implementation Plan for each selected opportunity	To be recommended by the majority of the members of the Steering Committee and accepted by the Mayor based on opportunity timing	Microsoft Word or Adobe PDF

The City will review deliverables submitted by Rios on or before the due date within 5 business days to provide any necessary feedback or revision requests. Deliverables not reviewed and recommended by a majority of the members of the City within 5 business days of receipt of the deliverables or receipt of any necessary feedback or revision requests, whichever is later, and accepted by the Mayor within 5 business days thereafter will be considered accepted.

**3 Fees.** The City will pay a performance-based fee for each Savings Event as reviewed and recommended by the majority of the members of the Steering Committee, and accepted by the Mayor, as follows.

**3.1 Savings Event.** “Savings Event” will mean any of the following occurrences that are reviewed and recommended by a majority of the Steering Committee and approved by the Mayor, which may include but are not limited to: (1) a reduction of price below baseline price on the same item or service; (2) a specification change that leads to a lower price than baseline; (3) reduction of demand due to policy or purchase changes; (4) process changes that deliver recurring savings; or (5) process changes that deliver one-time savings. The City will notify Rios within 15 days of any Savings Event once it occurs.

**3.2 Award Fee.** Upon the occurrence of a Savings Event as notified by the City in writing, Rios will submit to the Chief Administrative Officer a Fee Request consisting of (1) the baseline price for the opportunity; (2) the final price to be paid by the City in the purchase or award for the Savings Event; and (3) the calculation of Actual Savings and Rios’ Award Fee. The Award Fee shall be:

- for a one-time purchase or Savings Event reviewed and recommended by the majority of the members of the Steering Committee and accepted by the Mayor, 50% of the difference between the baseline price and the final price at which the City purchased or awarded the Savings Event.
- for recurring or annual purchases or Savings Events reviewed and recommended by the majority of the members of the Steering Committee and acceptance by the Mayor:
  - a) A total not to exceed 50% of Actual Savings for the first \$2M in cumulative Actual Savings on an annual basis;
  - b) A total not to exceed 30% of Actual Savings for the next \$1M in cumulative Actual Savings (above \$2M up to \$3M) on an annual basis; or
  - c) A total not to exceed 15% of Actual Savings for cumulative Actual Savings

beyond \$3M on an annual basis.

**3.3 Good Faith Effort.** Deleted

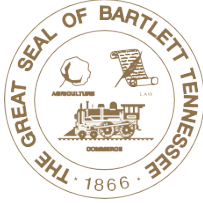
**3.4 Survival.** The City’s obligation to notify Rios of Savings Events and review Fee Requests shall survive termination of this Agreement if the Agreement is terminated before March 1, 2027. The City shall likewise notify Rios of Savings Events which it pursues independently before March 1, 2027, provided that the Savings Event is related to an opportunity reviewed and recommended by the majority of the members of the Steering Committee in connection with this Agreement and approved by the Mayor. This also includes opportunities first presented by RIOS that were reviewed but not recommended by the Steering Committee which the City later elects to pursue.

**4 Invoices.** Rios will invoice the City monthly for all outstanding Award Fees approved by the Chief

Administrative Officer. Invoices will be paid net 30 days from submission.

Invoices will be submitted by email to [ssones@cityofbartlett.org](mailto:ssones@cityofbartlett.org).

- 5 Place of Performance. Unless otherwise agreed, the primary place of performance will be the Contractor's site in Arlington, Virginia.



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

**Meeting: 10/14/2025 6:00 PM  
Department: Finance  
Category: Budget Amendment  
Prepared By: Richard Phebus,  
Director of Finance  
Initiator:  
Sponsors:**

**Resolution 35-25**

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**A resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$18,000 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program.**

**WHEREAS**, the State of Tennessee Peace Officer Standard and Training Commission has provided funding for its Recruitment and Retention Grant program for eligible Bartlett Police Department law enforcement officers in the amount of \$18,000 and the funds have been received by the City; and

**WHEREAS**, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2026 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

**NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that**, the Fiscal Year 2026 General Fund budget is amended to appropriate \$18,000 in revenues and expenditures for the Recruitment and Retention Grant program for qualified law enforcement officers.

**Adopted this day of October 14, 2025**

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

\_\_\_\_\_  
David Parsons, Mayor

Attest: \_\_\_\_\_  
Penny Medlock, City Clerk

**ATTACHMENT B**




**Tennessee Law Enforcement Hiring, Training, and Recruitment  
Program Cost Sharing- Recruitment Grant Invoice**



Complete for each officer who met the designated benchmarks  
and anniversary dates.  
Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6,12,24 or 36)
White, Samuel	2271-4931	E	8/1/2024	8/1/2025	12
Simpson, William	1191-3733	NPE	9/1/2024	9/1/2025	12
Culp, Keaton	5069-9062	NPE	9/1/2024	9/1/2025	12
Sanders, Caitlin	5966-0799	NPE	9/1/2024	9/1/2025	12
Dillon, William	0742-7864	NPE	9/1/2024	9/1/2025	12
Overly, Juanisha	7494-2481	E	9/1/2024	9/1/2025	12

Name of Law Enforcement Agency: Bartlett Police Department  
 Print Name of Chief: Jeff Cox Date: 9/2/2025  
 Signature of Chief: 

For Internal Use Only:

<b>Grantee Edison ID:</b>		<b>Contract No.:</b>				<b>Invoice No.:</b>
<b>Recruitment/Retention Category</b>	<b>Payment Upon Completion of Longevity Period/Anniversary Below</b>					<b>Date sent to Fiscal:</b>
	<b>6 Months</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>	<b>Total Bonus</b>	
<b>Category 1 Officers - Experienced</b>	\$1,000	\$3,000	\$3,000	\$3,000		<b>Grantee Mailing Address:</b>  <b>Total Amount to be Paid:</b>
<b>Category 2 Officers - No Previous Certified Experience</b>		\$3,000	\$2,500	\$2,500		

**PAYABLE UPON RECEIPT**