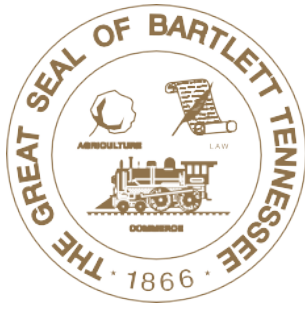




City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, November 25, 2025 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Family Assistance Commission, December 1 at 6 p.m.

Planning Commission, December 1 at 6:30 p.m.

Beer Board, December 2 at 6 p.m.

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

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

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

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

Historic Preservation Commission, December 15 at 6:30 p.m.

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

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

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

RECOGNITIONS

Bartlett City Beautiful Commission Presentation

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

MINUTES ACCEPTANCE

- 1 Minutes of the November 13, 2025 Board of Mayor and Aldermen Regular Meeting**

PUBLIC HEARING

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

- 1 Ordinance 25-06, an ordinance to rezone from "RS-10" Residential Single Family to "C-G" General Business Commercial property at 5866 Ivanhoe Road.**
- 2 Ordinance 25-07, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2.**

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 25-06, an ordinance to rezone from "RS-10" Residential Single Family to "C-G" General Business Commercial property at 5866 Ivanhoe Road. (Kim Taylor, Director of Planning and Economic Development).**
- 2 Second Reading of Ordinance 25-07, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2 as amended. (Will Wyatt, Assistant City Attorney).**

CONSENT AGENDA

- 1 Dispense with the second Board of Mayor and Aldermen meeting in December. (David Parsons, Mayor)**
- 2 Financial Report October 2025. (Dick Phebus, Director of Finance)**
- 3 Purchase a 2026 Ford F250. (Tommy Gately, Fire Chief)**
Recommend approval to purchase one 2026 Ford F250 4x4 SD crew cab truck from Lonnie Cobb Ford through the State of Tennessee vehicle contract at a total cost of \$53,163.00.
- 4 Purchase of Employee Applicant Software. (Lori Von Bokel-Amin, Chief Human Resources Officer)**
Recommend approval to purchase software for applicant management from NeoGov at a cost of \$7,500.00 the first year, \$27,120.00 the second year, and \$36,160.00 the third year. This contract would be purchased through our cooperative purchasing agreement, Sourcewell.

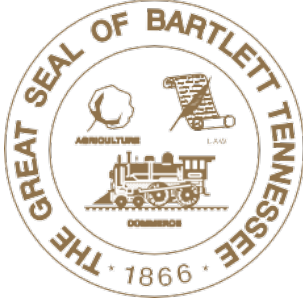
NEW BUSINESS

- 1 Resolution 43-25, a resolution to amend the Fiscal Year 2026 Grant Fund Budget to appropriate \$13,700 for equipment funded by the State of Tennessee Training Equipment Grant Program. (Dick Phebus, Director of Finance)**
- 2 First Reading of Ordinance 25-09, an ordinance to rezone from "RS-18" Single Family Residential to "RS-15" Single Family Residential Parcel B0148 00901. (Kim Taylor, Director of Planning and Economic Development). The public hearing to be set for January 13, 2026.**

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 Thursday, November 13, 2025 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Dr. Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

Historic Preservation Commission, November 17 at 6:30 p.m.

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

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

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

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

RECOGNITIONS

Government Finance Officers Association Distinguished Budget Presentation Award

Mayor Parsons presented the Government Finance Officers Association Distinguished Budget Presentation Award to Director of Finance Dick Phebus. Mr. Phebus credited the diligence and hard work of the Finance Department.

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

MINUTES ACCEPTANCE

1 Minutes of the October 28, 2025 Board of Mayor and Aldermen Regular Meeting

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

UNFINISHED BUSINESS

1 Second Reading of Ordinance 25-06, an ordinance to rezone from "RS-10" Residential Single Family to "C-G" General Business Commercial property at 5866 Ivanhoe Road. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for November 25, 2025.

Alderman Reaves asked City Attorney Ed McKenney, Jr. if it was necessary to pass the second reading or if the ordinance could fail. Mr. McKenney explained that the ordinance needs to move through all readings and allow for the public hearing. Alderman King asked if this approval would simply be to allow for the public hearing. Mr. McKenney stated it was.

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

2 Move the Second Reading of Ordinance 25-07, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2 to November 25, 2025. (Will Wyatt, Assistant City Attorney). The public hearing is set for November 25, 2025.

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

CONSENT AGENDA

Item 2, Amendment to minimum bond subdivision contract for Sanctuary Subdivision, and Item 4, Bartlett Area Chamber of Commerce agreement was pulled from the Consent Agenda and placed under New Business for discussion.

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

1 Special event permit for the Bartlett Christmas Market and Festival. (Trey Arthur, Director of Code Enforcement)

The event will be held Friday, November 21 from 4:00 p.m. to 8:00 p.m. and Saturday, November 22 from 9:00 a.m. to 4:00 p.m. at the A. Keith McDonald Pavilion at W.J. Freeman Park located at 2629 Bartlett Blvd.

2 Purchase of one Chevrolet Tahoe. (Tommy Gately, Fire Chief)

Request authorization to purchase a 2026 Chevrolet 4WD LS Tahoe from Wilson County Motors at a total cost of \$60,529.00. This vehicle will be purchased utilizing the State of Tennessee Vehicle Contract SWC #209 and is needed to replace existing vehicles taken out of service due to mechanical failures, accidents, and or age.

Funds are available in Accounts 311.48311.785.25726 and 110.42200.935.

NEW BUSINESS

1 Amendment to minimum bond subdivision contract for Sanctuary Subdivision, Phase 1. (John Horne, Director of Engineering)

The developer, Blue Sky Communities, Inc., has requested to amend some of the language in the minimum bond subdivision contract for Sanctuary Subdivision, Phase 1. This was originally approved by the Board of Mayor and Aldermen at the October 28, 2025 meeting. The developer will still pay \$45,400.00 in City fees. The minimum bond is still set at \$566,917.17.

Alderman Quinn asked Director of Engineering John Horne to define the amendment. Mr. Horne stated that the amendment wasn't a change in fees, but paving timelines.

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

2 Bartlett Area Chamber of Commerce agreement. (Steve Sones, Chief Administrative Officer)

Request approval of the 2025 Economic Development Proposal between the Bartlett Area Chamber of Commerce and the City of Bartlett.

Alderman Reaves asked Chief Administrative Officer to briefly discuss the proposal between the Chamber and the City of Bartlett included in the agenda packet.

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

3 Resolution 41-25, a resolution to amend the Fiscal Year 2026 Bartlett City Schools General Purpose School Fund and Education Capital Project Fund. (Dick Phebus, Director of Finance)

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

4 Resolution 42-25, a resolution to approve the Industrial Development Board of the City of Bartlett, Tennessee's Economic Impact Plan for the City of Bartlett Public Safety and Greenspace Preservation Tax Increment Financing application. (Kim Taylor, Director of Planning and Economic Development)

Chief Administrative Office Steve Sones, Director of Planning and Economic Development, Kim Taylor along with Attorney Patricia Adrian, representing the Industrial Development Board, presented the City of Bartlett's Public Safety and Greenspace Preservation TIF. The presentation is included in the official minutes.

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

OPEN DISCUSSION

Alderman Griffin commended Director of BPACC Michael Bollinger for a job well done promoting BPACC events on media outlets.

Alderman Reaves thanked staff for their hard work on the Quail Ridge Golf Course and the TIF. He confirmed with Attorney Adrian that the next step is for the TIF to go before the Shelby County Commission. He encouraged citizens to contact Commissioner Mick Wright.

Fire Chief Tommy Gately stated that the 45th Annual Pancake Breakfast raised \$20,000.00. He thanked employees and volunteers for making this event a huge success.

Chief Information Officer, Todd Halford, and Director of Community Relations, Debbie Gelineau, announced upcoming events including Fire Pit Friday, the Turkey Shoot, the Annual Christmas Tree Lighting, and Christmas Parade. All events are published on the City's website.

Nicole Travis, 3141 Hill Lake Dr., Bartlett, TN stated that she was initially opposed to the TIF but has changed her mind. She suggested more citizen-led involvement in places like the Chamber of Commerce.

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.

Liz Ebbers, 3684 Oak Forest, Bartlett, TN spoke in opposition to the rezone of the Ivanhoe area and in favor of the TIF. She thanked Administration for the Q & A section on the City's website.

Thomas Renfrom, 5982 Explorer, Bartlett, TN said he was against the rezoning of the Ivanhoe area.

ADJOURNMENT

Adjourned at 6:51 p.m.

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

David Parsons, Mayor

The City of Bartlett's Public Safety and Greenspace Preservation TIF



Mid-South Safety Action Plan (SAP)



The City of Bartlett

Public Safety & Greenspace Preservation TIF



City-led initiative:

All TIF funds are administered by the City and will be used to improve public safety, modernize infrastructure, and preserve community greenspace



Corridor Improvements:

Targets high-crash intersections with smart signals, better lighting, signage, and safer pedestrian crossings



Preserving Quail Ridge:

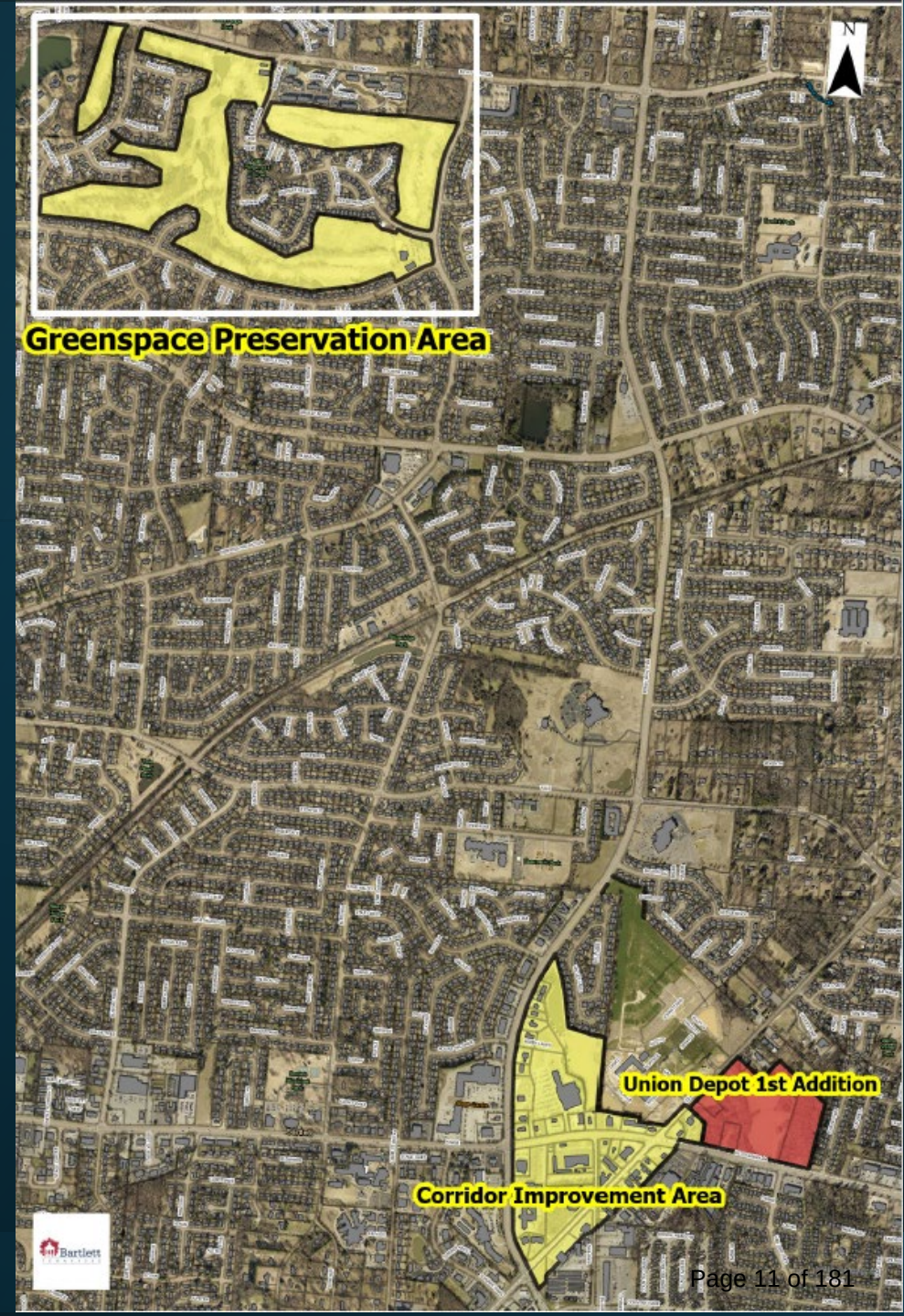
Secures \$3M (via future TIF revenue) to acquire and preserve Quail Ridge Golf Course as public greenspace



Infrastructure Investment:

Reinvests a portion of future tax revenue generated by Union Depot 1st Addition to fund supporting infrastructure upgrades

Planned Improvement Area



Mid-South Safety Analysis Summary

- Assesses current regional safety policies and transportation conditions
- Analyzes crash data by location, severity, type, and contributing factors
- Identifies high-injury corridors using geospatial mapping
- Highlights safety disparities and recommends targeted improvements

Intersection	2016 - 2020 Crashes	2021 - 2024 Crashes
Stage @ Kirby Whitten	179	229
Stage @ Bartlett Boulevard	127	162
Stage @ Summer Avenue	122	98
Summer Avenue @ Kirby Whitten	98	84
Kirby Whitten @ Yale	90	81

Intersection Safety Priority

- 3 of the 5 highest crash-risk intersections fall within the **"Corridor Improvement Area"** of the proposed Planned Improvement Area
- The city is already initiating safety improvement pursuits at these locations
- Recurring TIF increment would strengthen and accelerate these efforts

MID-SOUTH SAFETY ACTION PLAN (SAP)

MAY 2023



SMART SAFETY, STRATEGIC INVESTMENT: ADVANCING SAP PRIORITIES WITH TIF SUPPORT

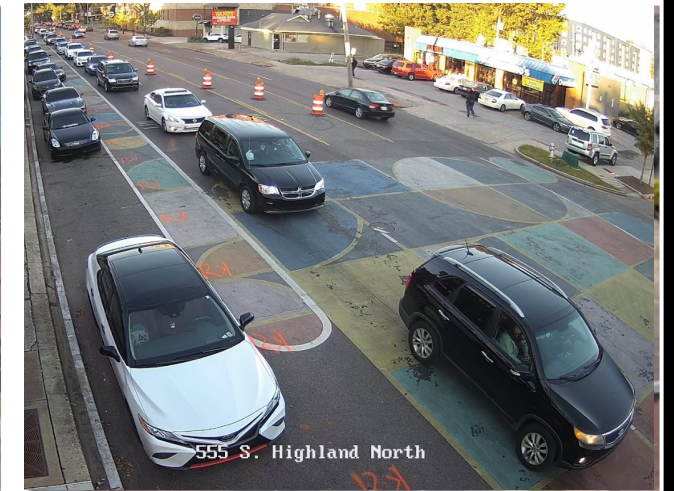
Proposed SAP-Aligned Improvements

- Redesign roads and intersections to reduce conflict points and improve traffic flow
- Upgrade signals with mast arms, smart sensors, and adaptive timing systems
- Implement access management strategies and traffic-calming features to slow speeds and reduce crashes
- Enhance lighting, signage, and pavement markings for better visibility and driver awareness
- Improve pedestrian and cyclist infrastructure with safer crossings, sidewalks, and dedicated bike lanes

Safety Enhancements & Financial Support

- TIF increment could augment grant-funded safety efforts, including additional intersection upgrades along the Stage Road corridor
- The City has applied for a Safe Streets and Roads for All (SS4A) planning grant to support a corridor-wide safety strategy
- Proposed enhancements could include AI-based near-miss detection and crash prediction
 - Smart signal timing and real-time traffic management
 - Pedestrian refuge islands and road diets to calm traffic
 - Automated pedestrian and cyclist counters for better data
 - Leading pedestrian intervals (LPIs) to reduce conflicts at crossings

BEFORE:



AFTER:



University Neighborhood Development Corporation (UNDC):

Through EDGE, this TIF produced similar upgrades, including streetscape and infrastructure improvements in the Highland Strip area.

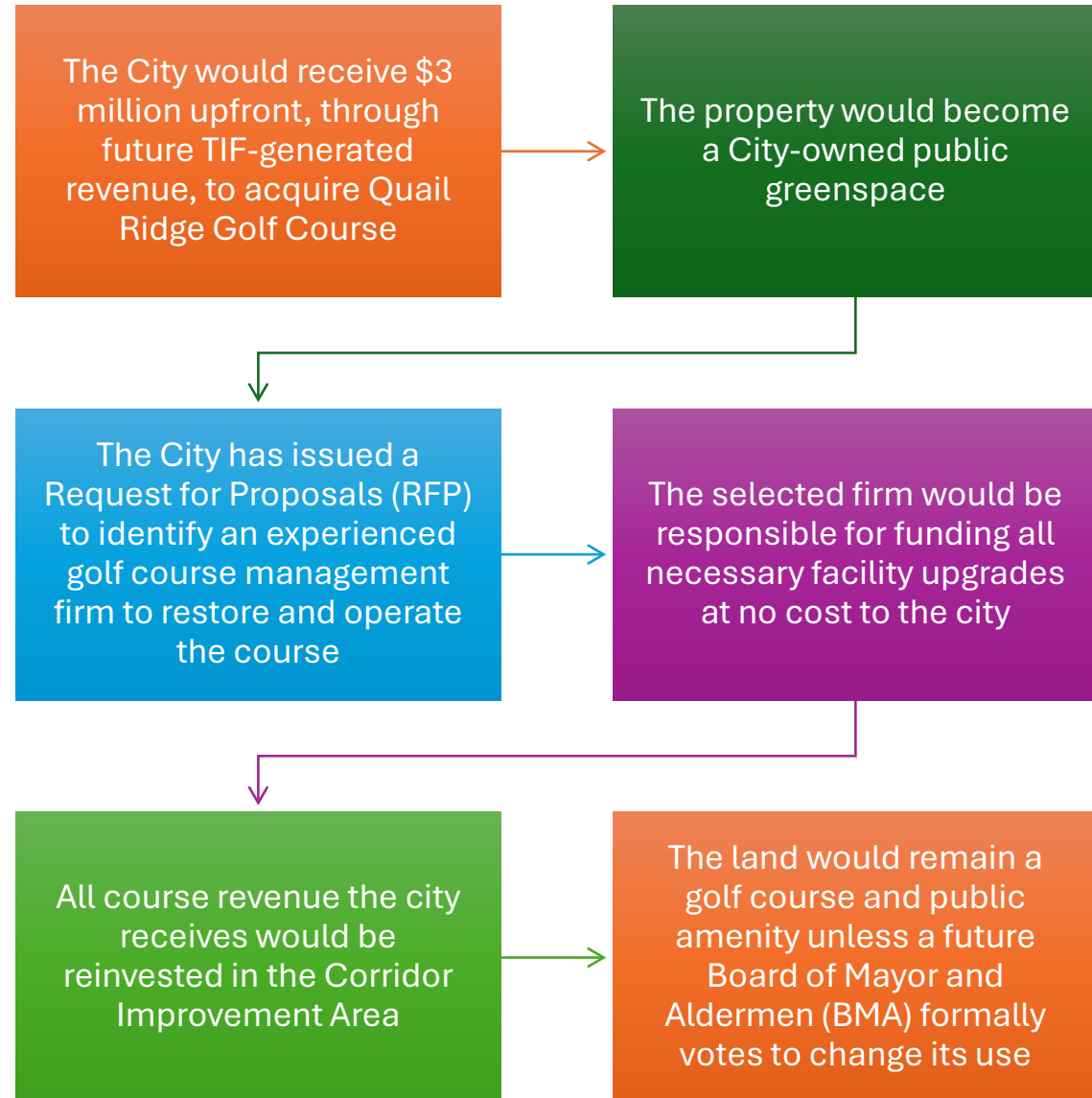
BEYOND SAFETY

Advancing Retail & Restaurant Growth

- The Planned Improvement Area addition supports the City's vision to grow retail and dining options along Stage Road
- Identified as a priority by the Board of Mayor and Aldermen
- Confirmed by a University of Memphis survey showing strong community demand for commercial development
- Reinforced by the Bartlett Station Commission's vote to expand incentive boundaries throughout Stage Road
- Available parcels and aging properties in this area present development and redevelopment opportunities
- TIF increment can help drive this growth while advancing safety, enhancing our streetscape, and improving economic vitality



Quail Ridge Golf Course Greenspace Preservation Area



UNION DEPOT, 1ST ADDITION

Bartlett, Tennessee

SUMMIT AVE.

MIXED-USE
(COMMERCIAL
AND LOFTS)

MIXED-USE
(COMMERCIAL
AND LOFTS)

MIXED-USE
(LOFTS)

VILLAGE
DISTRICT

DETENTION

ANCHOR 1
MARKETPLACE
DISTRICT

MARKETPLACE
DISTRICT

MARKETPLACE
DISTRICT

STAGE ROAD

OWNER:
BLUE SKY COMMUNITIES, LLC

Shapiro & Company
architects, p.c.

dt
DESIGN STUDIO

POTENTIAL DEVELOPMENT SCENARIO



SUMMER AVE.

MIXED-USE
(COMMERCIAL
AND LOFTS)

MIXED-USE
(COMMERCIAL
AND LOFTS)

MIXED-USE
(LOFTS)

VILLAGE
DISTRICT

DETENTION

ANCHOR 1
446,585 S.F.
MARKETPLACE
DISTRICT

MARKETPLACE
DISTRICT

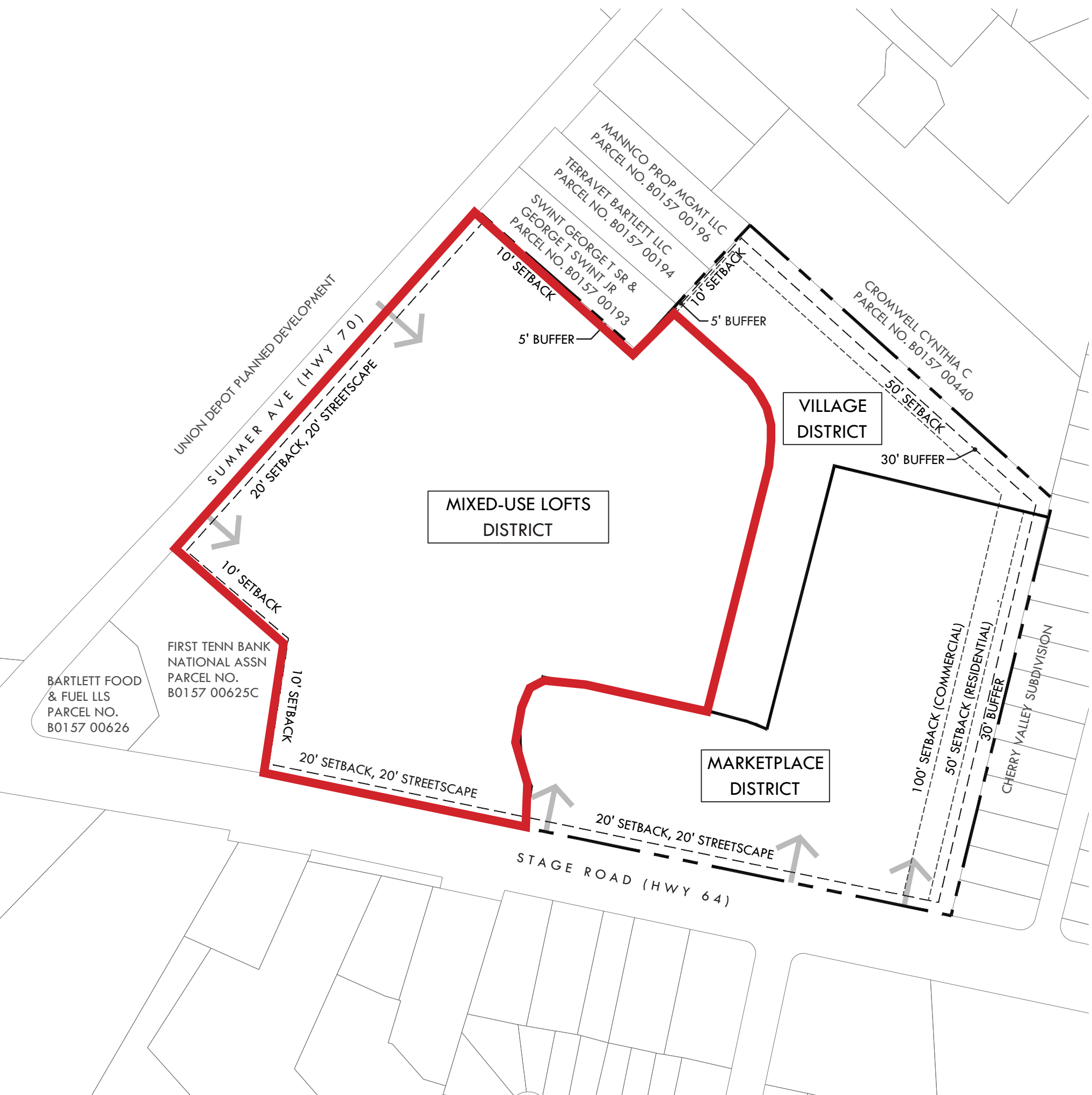
MARKETPLACE
DISTRICT

STAGE ROAD

MIXED-USE LOFTS DISTRICT

EXAMPLES OF PERMITTED USES

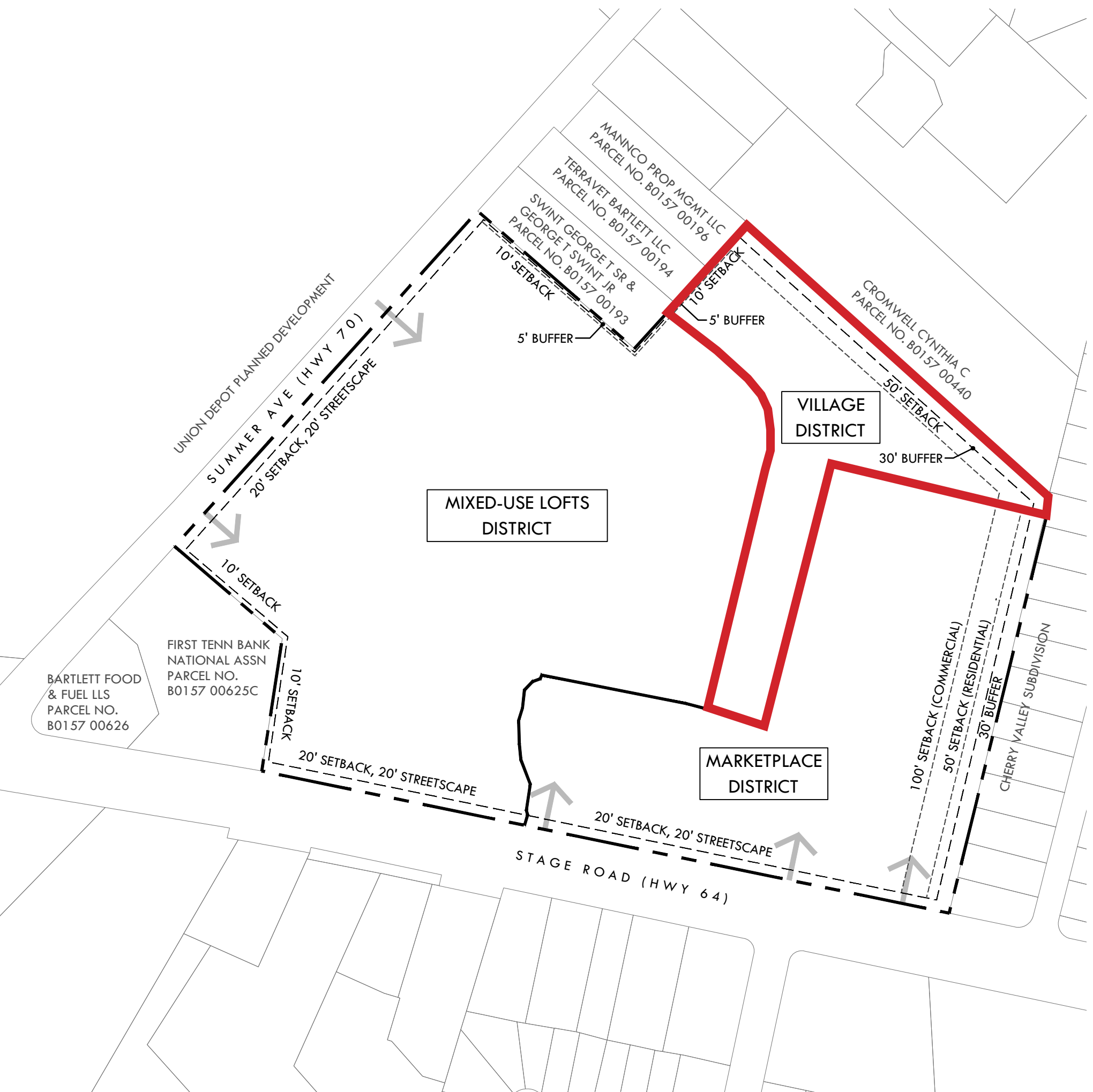
- RESIDENTIAL LOFTS
- RESTAURANTS
- RETAIL SHOPS



VILLAGE DISTRICT

EXAMPLES OF PERMITTED USES

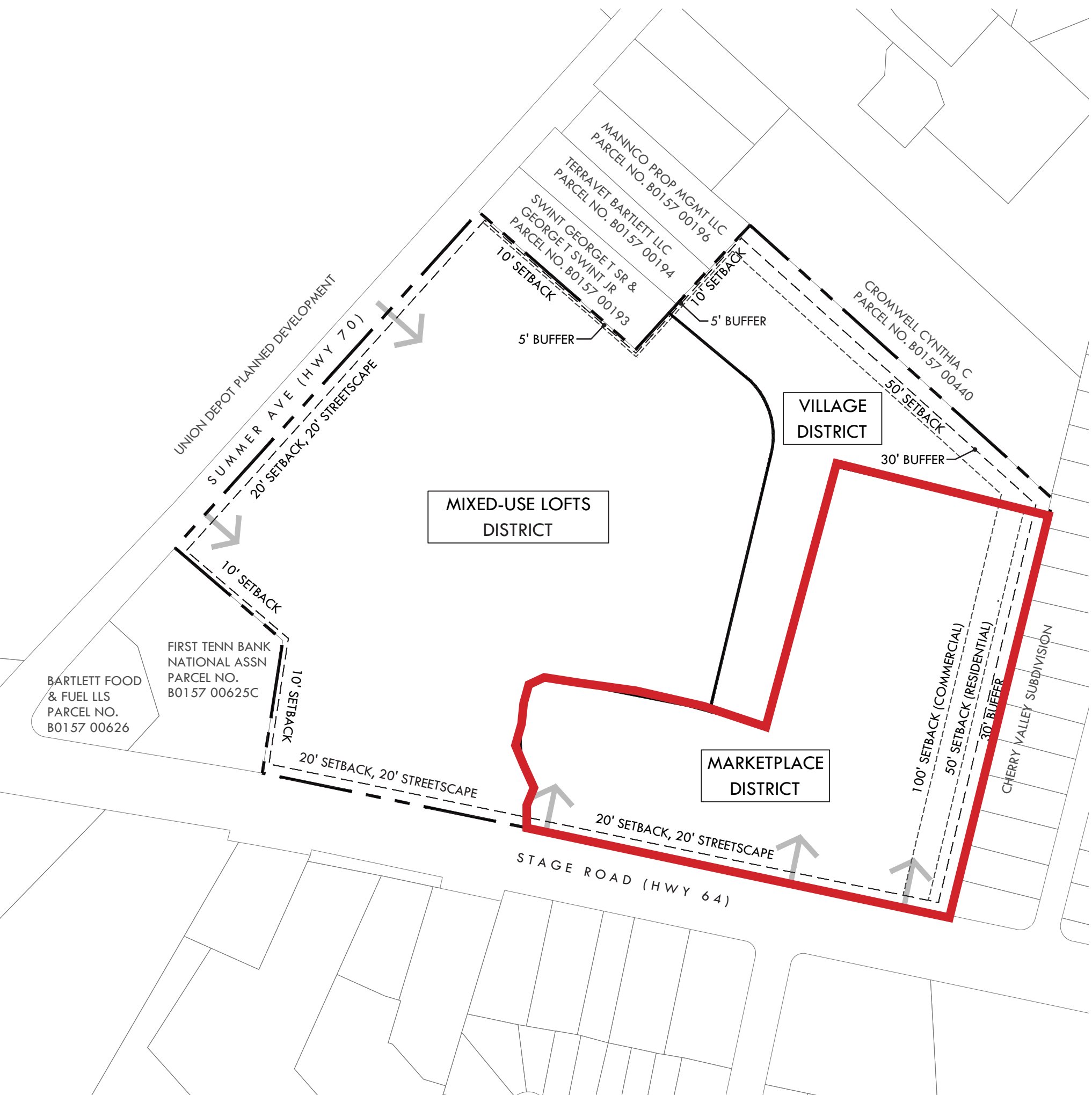
- TOWNHOMES
- SINGLE FAMILY HOMES
(DETACHED OR SEMI-DETACHED)
- AMENITY AREAS
- NO MULTIFAMILY OR
MIXED-USE LOFTS



MARKETPLACE DISTRICT

EXAMPLES OF PERMITTED USES

- GROCERY AND OTHER RETAIL, COMMERCIAL, AND OFFICE USES
- TOWNHOMES
- SINGLE FAMILY HOMES (DETACHED OR SEMI-DETACHED)
- AMENITY AREAS
- NO MULTIFAMILY OR MIXED-USE LOFTS



COMPONENTS OF DEVELOPMENT

**TOWNHOMES AND
SINGLE-FAMILY HOMES 40**
(DETACHED AND SEMI-DETACHED)

LOFTS 360

GENERAL RETAIL 20,000 SQ. FT.

FOOD AND BEVERAGE 20,000 SQ. FT.

GROCERY 50,000 SQ. FT.

PROJECTED TOTAL VALUE \$95,650,000

City of Bartlett

Public Safety & Greenspace Preservation



\$106.8 Mil

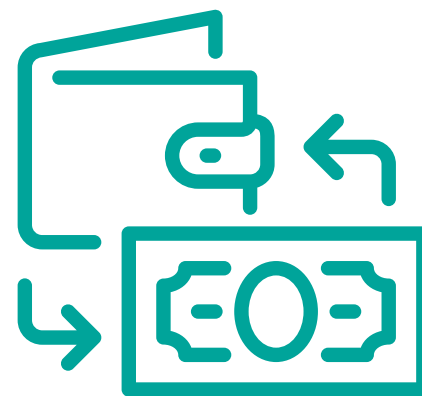
ANNUAL ECONOMIC IMPACT
AT FULL OPERATION
Bartlett & Shelby County



708

Jobs Supported

(Direct & Indirect)
Bartlett & Shelby County



\$25 Mil

Annual Wages

(Direct & Indirect)
Bartlett & Shelby County



\$1.7 Million

Sales Tax

(Direct & Indirect)
City of Bartlett

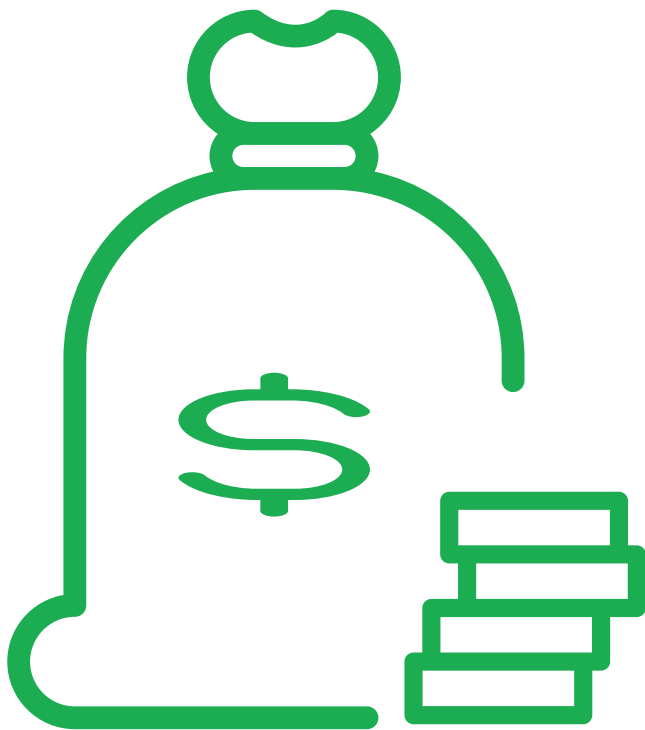


**Annual Direct
Property Tax
Revenue** (City
& County)

**Current
\$8,525**



**Upon Completion
\$184,256**



\$1.3 Million

PROJECTED ANNUAL REVENUE
City of Bartlett

ECONOMIC BENEFITS TO THE CITY

TOTAL DEVELOPMENT VALUES	\$98,650,000
TOTAL PROPERTY TAX GENERATED	\$9,473,693
PROPERTY TAX TO CITY DEBT SERVICE	\$557,043
PROPERTY TAX TO CITY ADDITIONAL SHARE	\$1,515,818
NEW LOCAL SALES TAXES	\$33,048,497
FEES TO IDB	\$667,320

ECONOMIC BENEFITS TO THE COUNTY

TOTAL DEVELOPMENT VALUES	\$98,650,000
TOTAL PROPERTY TAX GENERATED	\$15,369,107
PROPERTY TAX TO COUNTY DEBT SERVICE	\$1,735,174
PROPERTY TAX TO COUNTY ADDITIONAL SHARE	\$1,998,968
NEW LOCAL SALES TAXES	\$33,048,497

COMBINED ECONOMIC BENEFITS

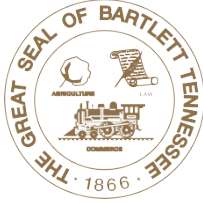
TOTAL DEVELOPMENT VALUES	\$98,650,000
TOTAL PROPERTY TAX GENERATED	\$24,842,800
PROPERTY TAX TO DEBT SERVICE	\$2,292,217
PROPERTY TAX TO ADDITIONAL SHARE.....	\$3,514,786
NEW LOCAL SALES TAXES	\$33,048,497
NEW JOBS ONE TIME FROM CONSTRUCTION	604
NEW JOBS ANNUALLY.....	708

Questions



Mid-South Safety Action Plan (SAP)





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

Ordinance 25-06

**Meeting: 10/28/2025 6:00 PM
Department: Planning
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Sam Harris, Senior
Planner
Initiator:
Sponsors:**

Ordinance 25-06, an ordinance to rezone from “RS-10” Residential Single Family to “C-G” General Business Commercial Property at 5866 Ivanhoe Road.

WHEREAS, an application has been received to rezone property described herein from “RS-10” Residential Single Family to “C-G” General Business; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 6th day of October 2025, and notice thereof published in The Bartlett Express, and made an unfavorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 25th day of November 2025, and notice thereof published in The Bartlett Express,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION I. The property described as follows is hereby rezoned from “RS-10” to “C-G”:

A tract of land situated in Bartlett, Shelby County, Tennessee being the Tamer Eldahan and Mohamed T Eldahan property recorded at Instrument 21133635 in the Register's Office of Shelby County, Tennessee and more particularly described as follows:

Beginning at a found ½" rebar at the southeast corner of this described property and the southwest corner of James and Nataki Palmer recorded at Instrument 14073678 and being in the north margin of Ivanhoe Road (55' Right-of-Way)

Thence with north margin of Ivanhoe Road the following calls:

1. N 85 degrees 05 minutes 09 seconds west for a distance of 225.86 feet to a point
2. A curve turning to the right through 16 degrees 56 minutes 19 seconds, having a radius of 351.32 feet, and whose long chord bears N 73 degrees 45 minutes 00 seconds west for a distance of 103.49 feet to the beginning of a curve

3. A curve turning to the right through 02 degrees 52 minutes 28 seconds, having a radius of 2159.64 feet, and whose long chord bears N 60 degrees 57 minutes 30 seconds west for a distance of 108.33 feet to the beginning of a curve

4. A curve turning to the right through 110 degrees 07 minutes 11.64272 seconds, having a radius of 24.9566 feet, and whose long chord bears N 11 degrees 16 minutes 51 seconds west for a distance of 40.9165 feet to a point in the east margin of Bartlett Boulevard (106' Right-of-Way)

Thence along the east margin of Bartlett Boulevard along a curve turning to the right through an angle of 18 degrees 09 minutes 44 seconds, having a radius of 1353.42 feet, and whose long chord bears N 42 degrees 10 minutes 42 seconds east for a distance of 427.23 feet to a point at the southwest corner of B&R Properties Memphis LLC recorded at Instrument 17079222

Thence S 87 degrees 04 minutes 00 seconds east for a distance of 175.25 feet to a point at the northeast corner of this described property and the northwest corner of Palmer

Thence with Palmer S 04 degrees 26 minutes 00 seconds west a distance of 450.00 feet to the point of beginning containing 149,253 square feet or 3.426 acres.

SECTION 2. SEVERABILITY – Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE – This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: October 28, 2025

Second Reading: November 13, 2025

Third Reading: November 25, 2025

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

**Bartlett Planning and
Economic Development Department**
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Bartlett Planning Commission
Application for Rezoning

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Zoning C-G General Business

Property Address 5866 Ivanhoe Road

Present Zoning RS-10

Owner/Developer Contact Mohamed Eldahan Phone 901-338-2685

Company Name _____ Fax _____

Address 3640 Summerdale Road Apt 204 Bartlett, TN 38133

Architect Contact _____ Phone _____

Company Name _____ Fax _____

Address _____

Engineer Contact Roy Lamica, P.E. Phone 901-355-1347

Company Name EFI Global Fax _____

Address 7975 Stage Hills Blvd, Suite 1 Bartlett, TN 38133

Submitted by Roy Lamica, P.E. Roy D Lamica 7/7/25
(printed name) (signature) (date)

Email Address roy.lamica@efiglobal.com Phone 901-355-1347 Fax _____

RL Attach a checked-off “**Rezoning Checklist**” and all items required therein.

RL Acknowledge (by initials in the blank to the left) that the “**Application Instructions: Planning Commission**” were obtained and read prior to submitting this application.

RL Provide 18-folded ($\pm$ 10”x13”) sets of plans with a copy of the signed application attached to each set.

RL Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.

RL Include a fee with this application (check payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$100 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

I, the property owner(s) hereby authorize the filing of this application.

Mohamed Eldahan [Signature] 07/02/2025
(print name) (signature) (date)

Rezoning Checklist

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

- X Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
- X Adjoining public street rights-of-way
 - X Area (acres)
 - X Present zoning
 - X Requested zoning, including purpose (attach statement, one page maximum)
 - X Area in which buildings are proposed to be located, showing setback dimensions from line.
 - X Drainage
 - X Driveways
 - X Parking area
 - X Buffer planting areas
 - X Type and location of any easements
 - X Other pertinent information as required through staff consultation.
- X Legal description (may be attached to plot plan).
- X One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

- X Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

- X One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

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

Sign to be Erected

The party requesting the rezoning must place a 4' x 4' sign on the property at least fifteen (15) days before a public hearing at the Planning Commission level and Board of Mayor and Aldermen level.

The sign shall clearly state

- the existing and proposed zoning of the tract;
- the name, address, and phone number of the party requesting the rezoning;
- the time and date of the public hearing; and
- the telephone number of the Bartlett Planning Department.

The location of the sign on the property is subject to approval by the Planning Department.

Re-application

When an application for rezoning is rejected, no re-application may be made on the same property for at least twelve months after the date of rejection.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

7975 Stage Hills Boulevard, Suite 1
Memphis, Tennessee 38133
Tel (901) 377 - 9984
efiglobal.com



July 7, 2025

Kim Taylor
Director of Planning & Economic Development
City of Bartlett
6382 Stage Road
Bartlett, TN 38184

**Subject: Statement of Purpose
 5866 Ivanhoe Road Rezoning
 Bartlett, TN**

Dear Planning Staff:

Mohamed Eldahan, the current property owner, is requesting consideration from the City of Bartlett for the rezoning of the property located at 5866 Ivanhoe Road. This property is located on the northeast corner of the intersection of Bartlett Boulevard and Ivanhoe Road. The property is currently zoned RS-10, and the owner is requesting to rezone to C-G General Business. The property is adjacent to Freeman Park to the west, commercial uses to the west and north, and residential parcels to the east and south. We believe this parcel would be difficult to develop into residential because of the low elevation of the ground and the requirement for new sidewalks. Since this parcel is on the border between existing commercial and residential, we believe this development would provide a good transition between the uses. The intent of the new development would be for 1-story commercial buildings, likely restaurants and retail shops. The owner has elected to not allow certain uses that are allowed in C-G, to limit the development to a smaller scale. The restricted uses are included in the attached list. The developer has two options of building style, either a modern look or a more residential style. Concepts have been provided in the attachments. The landscape buffer on the east side of the property would be of great importance to buffer the existing residential houses. We will work with the adjacent property owner on their preference on fencing.

Please let us know if you have any questions regarding the intent of this project.

Sincerely,

A handwritten signature in black ink that reads "Roy D. Lamica".

Roy D. Lamica, P.E.
EFI Global

C-G General Business uses not allowed.

Lodge, Club, Country Club

Museum

Parks/Recreation

Amusements, Commercial Indoor

Discount Store

Payday Loan Business

Hotel or Motel

Planned Industrial Development

Repair, General

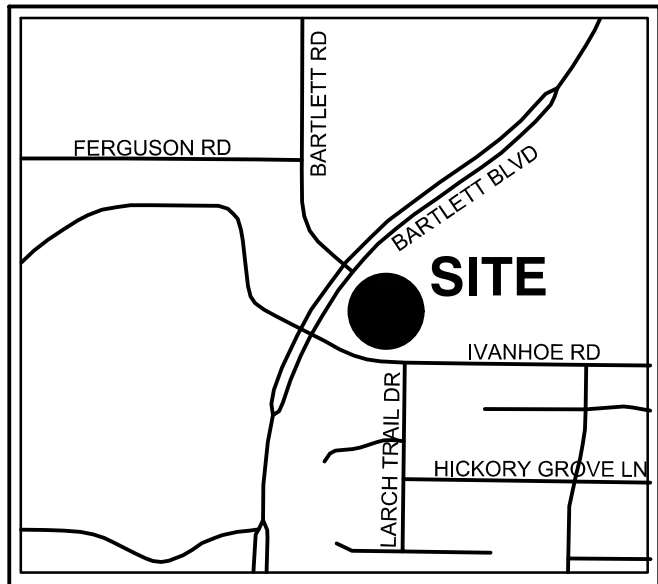
Utility Substation

Commercial Satellite TV Dish

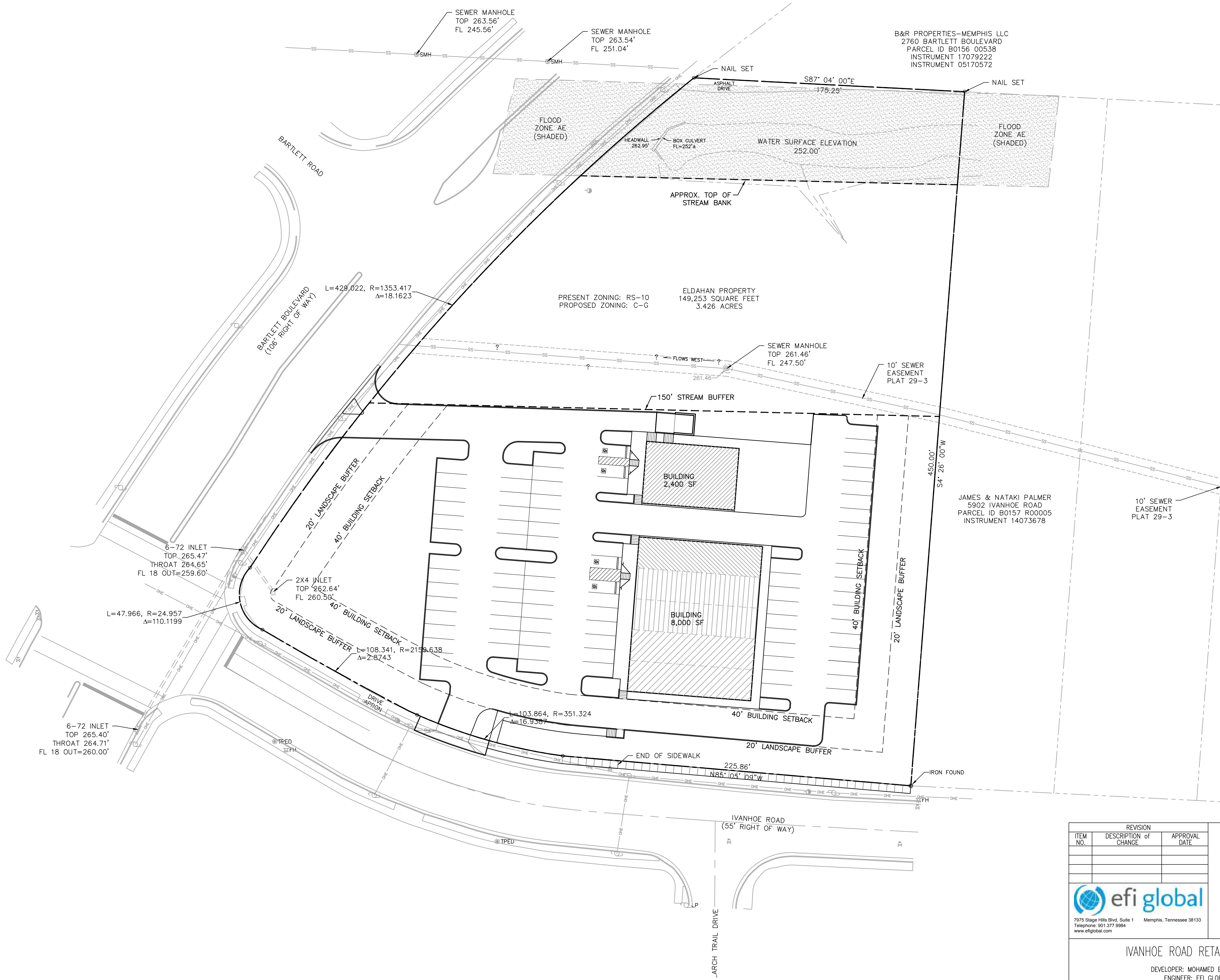




Residential Style



VICINITY MAP
(N.T.S.)



PROPERTY DESCRIPTION-5866 IVANHOE

BEING THE TAMER ELDAHAN AND MOHAMED T ELDAHAN PROPERTY RECORDED AT INSTRUMENT 21133635 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF THIS DESCRIBED PROPERTY AND THE SOUTHWEST CORNER OF JAMES AND NATAKI PLMNR RECORDED AT INSTRUMENT 14073678 AND BEING IN THE NORTH MARGIN OF IVANHOE ROAD (55' RIGHT OF WAY)

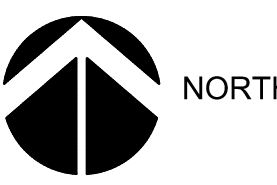
THENCE WITH NORTH MARGIN OF IVANHOE ROAD THE FOLLOWING CALLS:

1. N 85DEGREES 05MINUTES 09SECONDS W FOR A DISTANCE OF 225.86 FEET TO A POINT
2. A CURVE TURNING TO THE RIGHT THROUGH 16 DEGREES 56 MINUTES 19 SECONDS, HAVING A RADIUS OF 351.32 FEET, AND WHOSE LONG CHORD BEARS N 73 DEGREES 45 MINUTES 00 SECONDS W FOR A DISTANCE OF 103.49 FEET TO THE BEGINNING OF A CURVE.
3. A CURVE TURNING TO THE RIGHT THROUGH 02 DEGREES 52 MINUTES 28 SECONDS, HAVING A RADIUS OF 2159.64 FEET, AND WHOSE LONG CHORD BEARS N 60 DEGREES 57 MINUTES 30 SECONDS W FOR A DISTANCE OF 108.33 FEET TO THE BEGINNING OF A CURVE
4. A CURVE TURNING TO THE RIGHT THROUGH 110DEGREES 07MINUTES 11.64272SECONDS, HAVING A RADIUS OF 24.9566 FEET, AND WHOSE LONG CHORD BEARS N 11 DEGREES 16MINUTES 51SECONDS W FOR A DISTANCE OF 40.9165 FEET TO A POINT IN THE EAST MARGIN OF BARTLETT BOULEVARD (106' RIGHT OF WAY)

THENCE ALONG THE EAST MARGIN OF BARTLETT BOULEVARD ALONG A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18 DEGREES 09 MINUTES 44 SECONDS, HAVING A RADIUS OF 1353.42 FEET, AND WHOSE LONG CHORD BEARS N 42 DEGREES 10 MINUTES 42 SECONDS E FOR A DISTANCE OF 427.23 FEET TO A POINT AT THE SOUTHWEST CORNER OF B&R PROPERTIES MEMPHIS LLC RECORDED AT INSTRUMENT 17079222

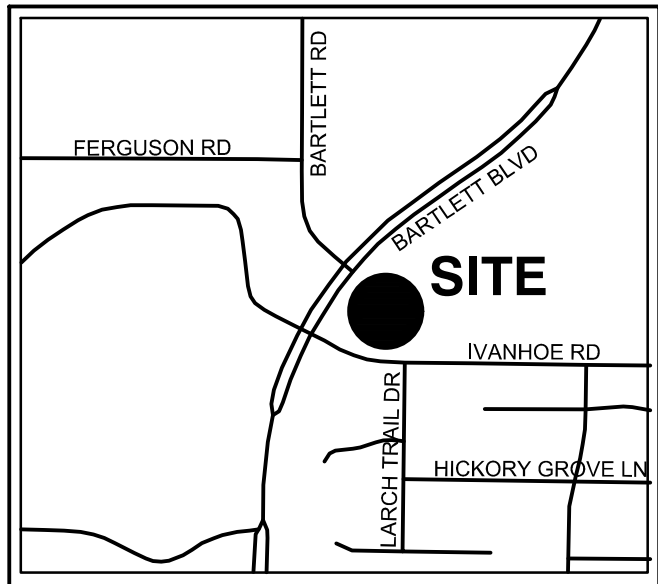
THENCE S 87 DEGREES 04 MINUTES 00 SECONDS E FOR A DISTANCE OF 175.25 FEET TO A POINT AT THE NORTHEAST CORNER OF THIS DESCRIBED PROPERTY AND THE NORTHWEST CORNER OF PALMER

THENCE WITH PALMER S 04 DEGREES 26 MINUTES 00 SECONDS W A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING CONTAINING 149,253 SQUARE FEET OR 3.426 ACRES.

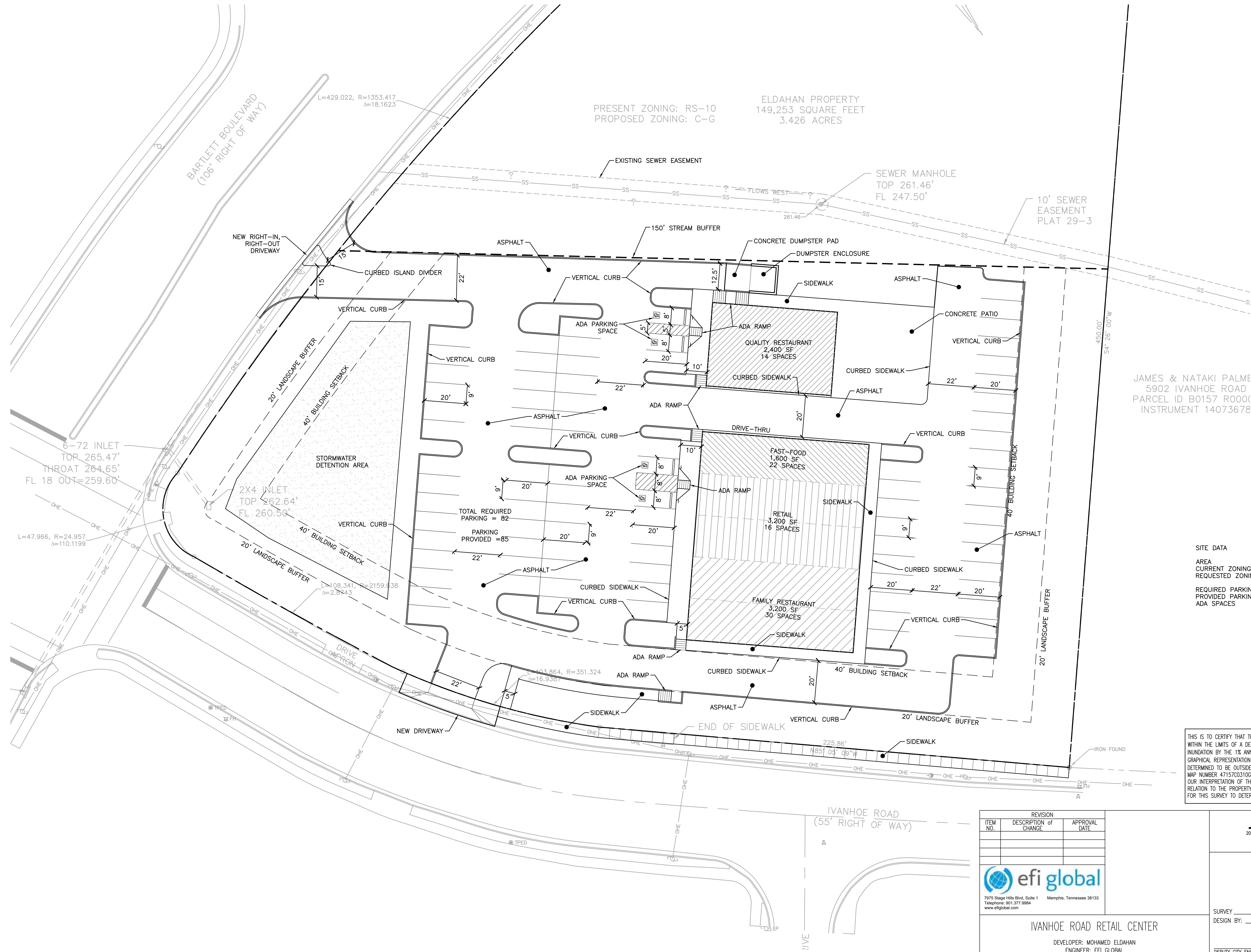


THIS IS TO CERTIFY THAT THIS PROPERTY (THE SUBJECT PROPERTY SURVEYED) IS NOT WITHIN THE LIMITS OF A DESIGNATED 'SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD'. THE SUBJECT PROPERTY, BY GRAPHICAL REPRESENTATION ONLY, LIES WITHIN ZONE X DEFINED AS BEING, 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN' PER FEMA FIRM MAP NUMBER 47157003100 & 47157003300 DATED FEBRUARY 6, 2013 BASED UPON OUR INTERPRETATION OF THE LOCATION OF THE FLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES. NO SURVEYING OR ENGINEERING WAS PERFORMED FOR THIS SURVEY TO DETERMINE FEMA FLOOD LIMITS.

<table><tr><th colspan="3">REVISION</th></tr><tr><th>ITEM NO.</th><th>DESCRIPTION OF CHANGE</th><th>APPROVAL DATE</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>			REVISION			ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE										CITY OF BARTLETT DIVISION OF ENGINEERING OVERALL SITE PLAN LOCATION: 5866 IVANHOE ROAD BARTLETT, TENNESSEE									
REVISION																											
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE																									
7975 Stage Hills Blvd, Suite 1 Memphis, Tennessee 38113 Telephone: 901.377.9984 www.efiglobal.com			<table><tr><td>SURVEY</td><td>DATE</td><td>MAY 2025</td><td>BOOK</td></tr><tr><td>DESIGN BY:</td><td>EFI GLOBAL</td><td>DATE</td><td>07.07.25</td><td>SCALE</td><td>AS NOTED</td></tr><tr><td colspan="6">REVIEWED</td></tr><tr><td>DEPUTY CITY ENGINEER</td><td>DATE</td><td>CITY ENGINEER</td><td>DATE</td><td colspan="2"> </td></tr></table>			SURVEY	DATE	MAY 2025	BOOK	DESIGN BY:	EFI GLOBAL	DATE	07.07.25	SCALE	AS NOTED	REVIEWED						DEPUTY CITY ENGINEER	DATE	CITY ENGINEER	DATE		
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IVANHOE ROAD RETAIL CENTER			DEVELOPER: MOHAMED ELDAHAN ENGINEER: EFI GLOBAL																								



VICINITY MAP
(N.T.S.)



JAMES & NATAKI PALME
5902 IVANHOE ROAD
PARCEL ID B0157 R0000
INSTRUMENT 14073678

SITE DATA	
AREA	3.426 ACRES
CURRENT ZONING	RS-10
REQUESTED ZONING	C-G GENERAL BUSINESS
REQUIRED PARKING	82 SPACES
PROVIDED PARKING	85 SPACES
ADA SPACES	4



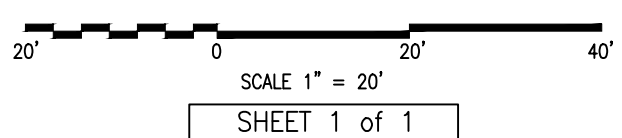
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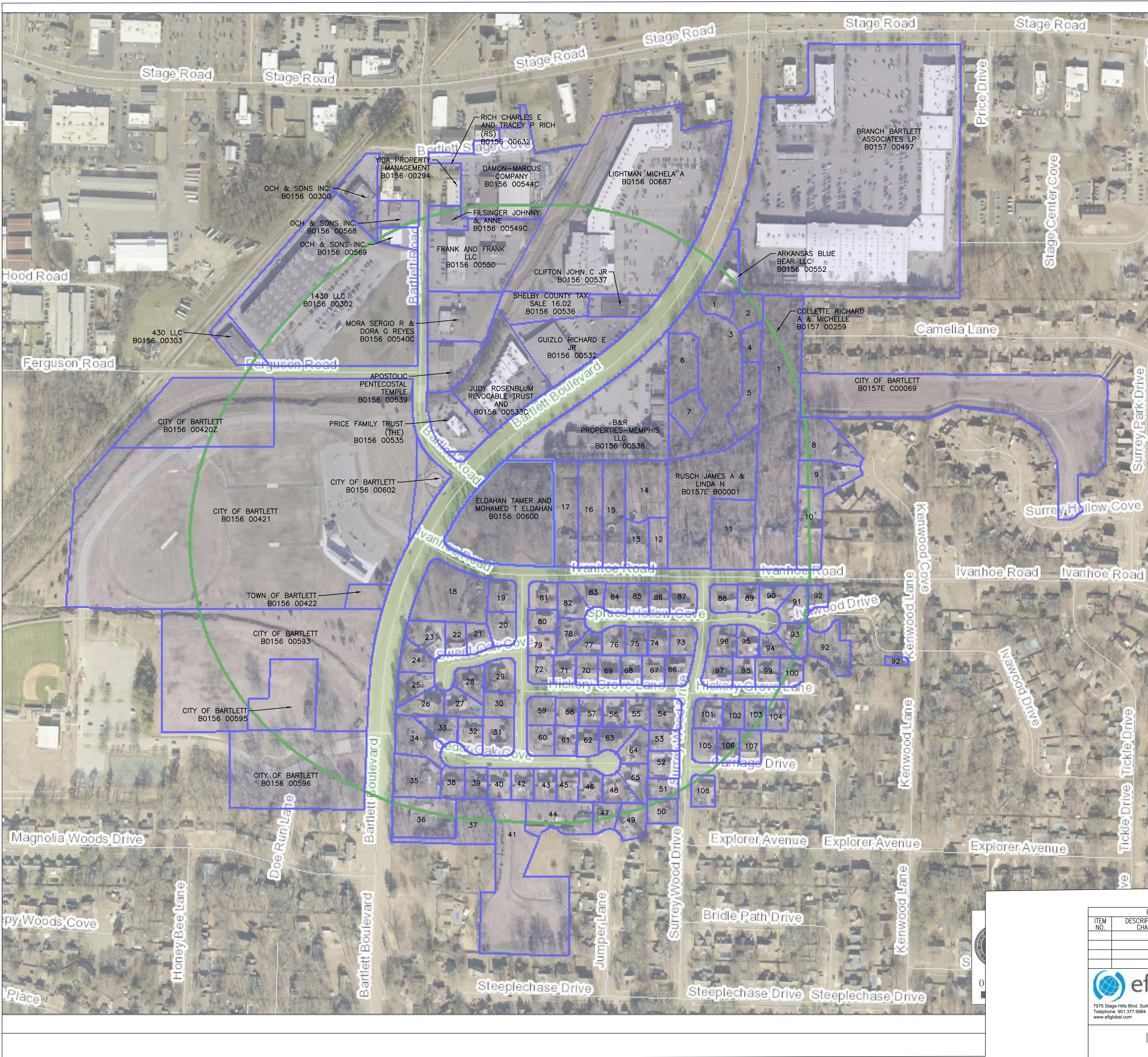
IVANHOE ROAD RETAIL CENTER
DEVELOPER: MOHAMED ELDAHAN
ENGINEER: EFI GLOBAL



CITY OF BARTLETT DIVISION OF ENGINEERING

SITE PLAN
LOCATION: 5866 IVANHOE ROAD
BARTLETT, TENNESSEE

SURVEY	DATE	MAY 2025	BOOK	
DESIGN BY: EFI GLOBAL	DATE	07.07.25	SCALE	AS NOTED
REVIEWED				
DEPUTY CITY ENGINEER	DATE		CITY ENGINEER	DATE



1-DAMRON ENTERPRISES LLC - B0157E B00009
2-LEATHERWOOD HAROLD N - B0157E B00010
3-AYYAGARI VENKATACHALAM - B0157E B00006
4-ARMOUR RICHARD L AND JOHN G - B0157E B00007
5-AYYAGARI VENKATACHALAM - B0157E B00008
6-AYYAGARI VENKATACHALAM - B0157E B00005
7-AYYAGARI VENKATACHALAM - B0157E B00004
8-SHRADER DANNY R & TONI L - B0157 Q00011
9-MCCASLIN MIKE & HOLLE - B0157 Q00010C
10-WILLIAMS JOHN C & BARBARA H AND - B0157 Q00018
11-DAY DAVID A & BETH P - B0157 00261
12-CITY OF MEMPHIS - B0157 00264
13-FRYER ROBERT R AND EVA P FRYER AND - B0157 R00007
14-FRYER ROBERT R & EVA P - B0157 R00006
15-RIEGER SHARI L & THOMAS M ARNDT - B0157 R00008C
16-PALMER JAMES & NATAKI - B0157 R00004C
17-PALMER JAMES & NATAKI - B0157 R00005
18-FIELDS ANTHONY J - B0156 00599
19-KELLEY TIMOTHY N & CAROLINE - B0156A A00001
20-CATES TOLBERT IV - B0156A A00002
21-GONZALEZ MIGUEL G & MARIA D - B0156A A00003
22-MOSELEY JAMES R & JULIA A - B0156A A00004
23-PHELPS LAWRENCE O & JOAN M - B0156A A00005
24-VARNELL SHEILA - B0156A A00006
25-LLOYD JASON F - B0156A A00007
26-RING CASSIE B & JONATHAN J - B0156A A00008
27-WEST ROBERT B & JOYCE E - B0156A A00009
28-WHITTEN MICHAEL H & ANNE D - B0156A A00010
29-NEAL CLARENCE & ALLEAN A - B0156A A00011
30-WEBB CLINTON W & AMY - B0156A A00012
31-WHITE MARY P - B0156A A00013
32-CARTER LOUIS & CORTELLA - B0156A A00014
33-MORGAN CHARLES D & SARA E - B0156A A00015
34-CLARK TORIONNA & WILLIAM - B0156A A00016
35-WOODWARD JULIA L & SCOTT B - B0156 00598
36-SMITH MICHAEL T & KRISTIE L - B0156 00612
37-CUMMINGS NATALIE M - B0156 00648
38-POTEAU REVOCABLE LIVING TRUST - B0156A A00017
39-FREEMAN JENNIFER C - B0156A A00018
40-THOMPSON JOSEPH L & AMANDA M - B0156A A00019
41-CITY OF BARTLETT - B0156 00641
42-EPHLIN TIMOTHY P & SHIRLEY M - B0156A A00020
43-FORBES JEFFREY S AND LINDA R LEWELLEN - B0156A A00021
44-GRIFFIN MATTHEW A - B0156A C00008
45-PORTER BARBARA S - B0156A A00022
46-SAIN GWIN D - B0156A A00023
47-HILL TAQUALLA - B0156A C00007
48-LOPEZ WENDY R - B0156A A00024
49-SEGARRA REVOCABLE LIVING TRUST - B0156A C00006
50-PROSEUS GARY L & LINDA M - B0157E A00031
51-GOTTSHALL ROBERT J & BELINDA A - B0157E A00032
52-BRAWNER NEVA - B0157E A00033
53-FORRE PAUL H & DORIS H - B0157E A00034
54-EASON DAVID C & CAROL E - B0156A A00036
55-WHITTEN MICHAEL H & E ANNE - B0156A A00035
56-ERBE FREDERICK L - B0156A A00034
57-MAIDENS CAYCE C - B0156A A00033
58-MATLOCK JOE E & BETTYE - B0156A A00032
59-HARRIS FAMILY IRREVOCABLE TRUST - B0156A A00031
60-KING EUGENE H & KATHERINE B - B0156A A00030
61-SHIRLEY KIMBERLY D - B0156A A00029
62-CHURCH JAMES W & JILL A - B0156A A00028
63-MASINSIN SHIRLEY - B0156A A00027
64-AGOSTO ABIGAIL - B0156A A00026
65-SON SPRING INVESTMENTS LLC - B0156A A00025
66-ELAM JOSHUA & CONSTANCE - B0156A A00069
67-JOHNSON BRIAN J & LINDSAY G - B0156A A00070
68-JAIMEZ JUAN R & PATRICIA D - B0156A A00071
69-GETMAN CLYDE J & SUZANNE M - B0156A A00072

70-STRAHL DONALD L & BARBARA L - B0156A A00073
71-SIRASOMBATH CHRISTY N & BOUNSOU - B0156A A00074
72-MCGAN TERRY G & PAMELA D - B0156A A00075
73-DAWSON JASON A & AMBER R - B0156A A00068
74-KIRBY FAMILY TRUST - B0156A A00067
75-TORRES RUBEN & MARIA L PALACIO - B0156A A00066
76-SIGLER MIKEL Z - B0156A A00065
77-BRYAN MICHAEL D & TERESA A - B0156A A00064
78-ALLEN DAVID L REVOCABLE TRUST - B0156A A00063
79-GREENE DAVID E & HELEN D - B0156A A00076
80-BUI DUNG N & MINH H TRINH - B0156A A00077
81-MASON LEONARD E AND SHIRLEY K MASON - B0156A A00078
82-STICKLAND LARRY M & BILLIE J - B0156A A00062
83-MELTON CHELSEA A & JOSEPH B - B0156A A00081
84-POSEY RONALD W & NANCY D - B0156A A00082
85-JACOBSON STEPHEN M & MARY L - B0156A A00080
86-RODGERS STEVEN M & KATHLEEN L - B0156A A00058
87-AUFDENKAMP NED & NICOLE - B0156A A00057
88-BENEFIELD DOWARD T & JANIE R - B0156A A00056
89-WOODS AMANDA F - B0156A A00055
90-FERNANDEZ CLAUDIO A JR - B0156A A00054
91-MOYES DAVID A SR & ANTHEA F - B0156A A00053
92-CEDAR OAKS HOMEOWNERS ASSOC INC - B0157W D00001
93-GEORGE FRANK W & MARY L - B0156A A00052
94-GREEN MARY B - B0156A A00051
95-VICK FRANK L & KRISTI T - B0156A A00050
96-BEAVER BLAINE & CASEY - B0156A A000497
97-LAXTON JENNIE L & JONATHAN D - B0156A A00048
98-HAMPTON TONI L AND JALEN M HAMPTON AND - B0156A A00047
99-JONES FRANK & JO ANN - B0156A A00046
100-ALEXANDER JOSHUA & DEANNA DANIEL - B0156A A00045
101-KENDALL RICKY J - B0156A A00079
102-TESREAU CONNIE G & JOANN S - B0156A A00038C
103-JOYNT GERALD D & CAROLYN K - B0156A A00039
104-AFFORDABLE MANAGEMENT LLC - B0156A A00040
105-TOWNSEND MICHAEL E & SHERRY E - B0157E A00035
106-READ MATTHEW T AND LEIGH A SEWARD (RS) - B0157E A00036
107-JORDAN JAMES W & ELEANOR S - B0157E A00037
108-CULLEY TRACY AND GEORGE RUSSELL AND - B0157E A00051

VICINITY MAP
(N.T.S.)

Map prepared through Shelby County Government's
online mapping Portal on 6/20/2025

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MAP NUMBER 47157C0310C & 47157C0330G DATED FEBRUARY 6, 2013 BASED UPON
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REVISION		
ITEM NO.	DESCRIPTION of CHANGE	APPROVAL DATE

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IVANHOE ROAD RETAIL CENTER

DEVELOPER: MOHAMED ELDAHAN
ENGINEER: EFI GLOBAL

SHEET 1 of 1

CITY OF BARTLETT DIVISION OF ENGINEERING

VICINITY MAP

LOCATION: 5866 IVANHOE ROAD
BARTLETT, TENNESSEE

SURVEY _____ DATE MAY 2025 BOOK _____
DESIGN BY: EFI GLOBAL DATE 07.07.25 SCALE AS NOTED
REVIEWED _____
DEPUTY CITY ENGINEER _____ DATE _____ CITY ENGINEER _____ DATE _____

October 4, 2025

Letter to City of Bartlett Planning Commission Opposing Rezoning of 5866 Ivanhoe Rd

Formal Statement of Opposition

To the Honorable Members of the City of Bartlett Planning Commission,

We are writing to you as concerned residents regarding the proposed rezoning of the property located at 5866 Ivanhoe Rd, Bartlett, TN 38134. We wish to respectfully express **our strong opposition to this rezoning request.**

We are deeply concerned that the proposed changes will negatively impact the character and stability of our neighborhood. Rezoning this parcel will result in increased traffic congestion, strain on local infrastructure and services, and a potential decrease in property values for current homeowners. Many residents chose this area for its established character and sense of community, and altering the zoning could fundamentally change the nature of our neighborhood.

Furthermore, there is apprehension among neighbors about the potential for increased noise and reduced safety, particularly when the rezoning allows a business or several businesses and/or commercial uses that are not in harmony with the surrounding residential area. These worries are not unfounded, and I urge the Commission to take into account the voices and well-being of the existing residents.

Please also take into consideration our beautiful Freeman Park and all the activities that happen there. And, the bad situation this property change will create for the Park activities of which there are many. As well as the accessibility to and from Freeman Park.

It is our belief that this rezoning will create even more traffic via Ivanhoe to Surrey Park to Bragg Lane to Stage Road. Traffic from Bartlett Blvd. has for years used this route as a shortcut from there to Stage Road. We ourselves have verified that over 300 cars daily use this route as a shortcut. We personally have at various times counted the cars that do this. AND, by the way almost every car that comes that path RUNS THE STOP SIGN AT CAMELIA

LANE AND SURREY PARK, AND THE STOP SIGN AT CAMELIA LANE AND BRAGG LANE.
EVEN POLICE CARS RUN THAT STOP SIGN!!

I respectfully request that the Commission thoroughly consider the long-term effects that this rezoning could have on our community and prioritize the concerns of those who call this area home. Please preserve the integrity and residential quality that make our neighborhood so special.

I request that the Planning Commission do not approve this rezoning consideration. And, that the Mayor and Aldermen ABSOLUTELY VOTE NO ON THIS REZONING REQUEST. I do not believe that you nor the Mayor and Aldermen would want this in your residential neighborhood. VOTE AS IF YOU LIVED NEXT DOOR TO THIS Rezoning request!!!!

Thank you for your attention to this important matter. I appreciate your service and dedication to the City of Bartlett and its residents.

Sincerely,

Peggy J. Taylor
Ira T. Taylor

Cell # 901-870-7966

IRA T. TAYLOR & PEGGY J. TAYLOR

2765 SURREY PARK DRIVE

BARTLETT, TN 38134-4654

FIREBURD7@AOL.COM

October 5, 2025

Attn: Kimberly Taylor

Director of Planning and Economic Development

Bartlett City Hall Annex

632 Stage Road

Bartlett TN 38134

Re: Rezoning Request for 5866 Ivanhoe Road

To Members of the Bartlett Planning Commission:

We join our neighbors in strongly opposing the rezoning of 5866 Ivanhoe Road.

We have lived in our home at 5859 CEDAR OAK COVE, BARTLETT TN 38134, for forty years. Others have resided in our neighborhood for a longer period. As a group, we have purchased our homes, kept them maintained to the best of our abilities, paid our property taxes, voted, raised our children and supported local schools. We have patronized nearby restaurants and retail and service outlets, thereby contributing to Bartlett's sales tax revenues. We are the real investors in our residential area.

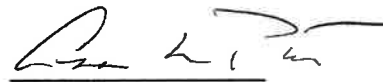
On the other hand, and to the best of our knowledge, Mr. Eldahan has no attachments to our neighborhood prior to purchase of the Ivanhoe Road property. So far as we are aware, Mr. Eldahan's sole interest in our neighborhood is that of personal gain. Given that he may have a sincere desire to support Bartlett's commercial activities, we would welcome his utilization of available real estate currently for sale or lease, already zoned for commercial purposes, and in need of occupants. A quick look at internet resources such as Loopnet.com, Cityfeet.com, and CommercialCafe.com indicates that there are many nearby opportunities that could be investigated.

We ask that you support us in maintaining our neighborhood as the welcoming home that it has always been – one where we and our neighbors will want to remain and one where others will want to bring their families. Please vote no on the 5866 Ivanhoe Road rezoning request.

Respectfully,



David Poteat



Ann Poteat

Sam Harris

From: Donna Davenport <dfdcats@gmail.com>
Sent: Sunday, October 5, 2025 3:37 PM
To: David Parsons; Brad King; Robert Griffin; David Reaves; Monique Williams; Jack Young; Kevin Quinn; Kim Taylor; Sam Harris
Subject: [External]Rezoning of 5866 Ivanhoe Road, Bartlett, TN

WARNING

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

Dear Mayor, Aldermen, and Planning Commission of Bartlett, TN:

We are Doug and Donna Davenport and are emailing you concerning the upcoming Public Hearing on Monday, October 6, 2025, regarding the rezoning of the property at 5866 Ivanhoe Road in Bartlett, TN, from RS-10 Residential to C-G General Business. We hope there will be a time to express our thoughts at this hearing, but thought it might be good for you to know our views prior to the meeting.

We have lived at 5995 Hickory Grove Lane in Bartlett for over 41 years. We raised both of our sons here. They attended Bartlett schools, played sports, played in the neighborhood, and graduated from Bartlett High School. Our youngest son is now married and raising his family of 3 boys in Bartlett.

We have loved our neighborhood ever since we moved here. It is not as old as the beautiful homes located in the Historical District of Bartlett, but Surrey Woods is one of the older neighborhoods in Bartlett. It is where many of us have raised our children and where we have chosen to continue to live because it still has a very safe, homey, down-to-earth, "neighbor-taking-care-of neighbor" charm that many newer communities have yet to develop. It is where many of you, along with our wonderful police and firemen, have often joined us in our annual "Bartlett's Night Out" celebrations. Surrey Woods is our HOME...which is why we, along with many others, are opposed to the possible rezoning of the property in question which would allow retail businesses to be located at the very entrance to our neighborhood home.

We believe the creek that is located between the 5866 Ivanhoe property and the retail shops of Normandie Place is a very natural and perfect dividing line between business activity and neighborhood life in our community. We feel a retail shop or business located at the entrance of Surrey Woods would greatly decrease the "neighborhood" feel and its peaceful character and quiet atmosphere, as well as home values, and that it would be especially disturbing to the homes within the first few lots, coves, and streets.

We also would like to ask...why do we need a new development for a retail business? Currently there are lease spaces available in Normandie Place, the Malco Plaza (where Tuesday Morning was once located), the Kroger shopping center, along the 2800 block of Bartlett Road, and what about the corner lot at Bartlett Road and Stage where Warr & Geurin Garage was once located? All of these are located just blocks away from the Ivanhoe location in question and yet are already zoned for business. There are also many more available spaces located all over Bartlett! Shouldn't we focus on getting these current retail areas filled with businesses and tenants rather than rezoning and breaking ground on a new property...especially a property in a neighborhood???

PLEASE...PLEASE DO NOT ALLOW THE ENTRY LOT IN OUR BEAUTIFUL ESTABLISHED SURREY WOODS NEIGHBORHOOD TO BE REZONED FOR A BUSINESS OR SOMETHING OTHER THAN A FUTURE HOME. PLEASE HELP US SAY **NO** TO THIS REZONING REQUEST. AGAIN, WE RESPECTFULLY SAY...PLEASE.

Thank you,

Doug and Donna Davenport

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 4:11 PM
To: Sam Harris
Subject: FW: [External]Proposed Re-zoning 5866 Ivanhoe

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: STEVE EBBERS <sebbbers@comcast.net>
Sent: Friday, October 3, 2025 4:10 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Proposed Re-zoning 5866 Ivanhoe

WARNING

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Hello Ms. Taylor,

My name is Steve Ebbers. My wife, Liz, and I are long-term residents of Bartlett. We own two homes in Bartlett, including a house where my daughter currently lives on Steeplechase Drive just around the corner from the Ivanhoe property. That home has been in our family for over 50 years.

We were attracted to Bartlett for a lot of reasons but especially because of the neighborhood friendly atmosphere, with a clear separation of residential and commercial property. City planners have done a great job of protecting the City's residential neighborhoods and Bartlett has grown as a result of those efforts.

You are being asked now to change the city plan and to change the zoning of this one stand-alone residential property from residential to commercial. This would be the only commercial property on Ivanhoe. A commercial establishment on this property will change the character of the surrounding neighborhood and change the character of Freeman Park.

We attended the information meeting held by the owner several weeks ago at Singleton Community Center. The property owners acknowledged that they knew the property was zoned residential when they bought it and that they originally planned to build homes on the property. When the City limited the number of homes to less than the owners had hoped, they decided to try to have the property rezoned commercial.

This change is not in the best interest of the City of Bartlett, and it is certainly not in the best interest of the surrounding neighborhood. The change is requested to maximize the owners' profit on this property. They do not know what business will be built there, they just want it to be zoned commercial.

There is no shortage of available commercial space in Bartlett. It is my understanding that Bartlett currently has over 120,000 square feet of vacant retail space, which does not include additional available space for sale that has already been zoned commercial.

A commercial property at this location will be a traffic nightmare. The amount of traffic trying to enter the property on the Ivanhoe entrance will create a dangerous situation and the entrance on Bartlett Boulevard will be immediately after the traffic light creating additional hazards.

There is certainly no reason for commercial space to encroach on the surrounding neighborhood. When you look at the map on the Register of Deeds site, there is no commercial property south of the Ivanhoe property, no commercial property east of the Ivanhoe property, and there is beautiful Freeman Park west of the property. There is commercial property north of the Ivanhoe property, but that commercial property is separated by a natural boundary of a rather large tree lined drainage ditch and easement.

The City of Bartlett planners, in their wisdom, zoned this property residential. There are many reasons for the property to maintain its residential zoning. There is no compelling reason to change that zoning to commercial. Maximizing the owners' profit at the expense of the City of Bartlett and the surrounding neighborhood is certainly not a reason to rezone this property. The owner can still build homes on this property, provided the plans are approved by the City of Bartlett.

Thank you,
Steve Ebbers

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 4:03 PM
To: Sam Harris
Subject: FW: [External]5866 Ivanhoe

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: Hannah Guess <hannahguess@yahoo.com>
Sent: Friday, October 3, 2025 1:15 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]5866 Ivanhoe

WARNING

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

To whom it may concern:

As residents of Tickle Drive, we are vehemently opposed to the proposed rezoning of 5866 Ivanhoe Road. Allowing the rezoning of this residential area to commercial would be a detriment to the neighborhood.

We bought in Bartlett just shy of three years ago as first time homebuyers and something we particularly enjoyed about this area was the strong neighborhood feel. In our time on Tickle, we have been welcomed by neighbors from many streets over; there is a strong sense of community in this area, with neighbors looking out for neighbors. Being outside on a nice day, you will find kids playing and riding bikes, people working in their gardens, families walking dogs, and neighbors checking in on one another. It would be a great shame to destroy the quiet solitude of this neighborhood by allowing for commercial development just up the street.

The addition of the traffic light and crosswalks at Ivanhoe and Bartlett Boulevard have been a welcomed change in making access to the park and all of the community events there easier for people in the neighborhood and entire surrounding area. We fear that putting a commercial development right at this corner would negate all the benefits of this easier park access by increasing traffic to the area.

Additionally, we have concerns about the lack of notice of this proposed rezoning. Mailings and announcements should have gone out to far more in the area than they did; we only heard of the specific plans for the site through social media, and with many elderly neighbors would do not have social media accounts, it feels as though more effort should have been taken to make sure that the voices of all neighbors were heard in regards to this proposal.

There are far too many commercial buildings already sitting empty; creating another area to potentially be an empty storefront seems shortsighted. Perhaps if the developer is interested in making money from the land, he could utilize it as is and build some single-family homes to allow more people to enjoy our peaceful neighborhood.

Please hear the voices of those of us who live in the area and do not approve this proposed rezoning.

Thank you for your time,

Mitchell and Hannah Cothron
2667 Tickle Drive

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 4:02 PM
To: Sam Harris
Subject: FW: [External]Opposition to the proposed Rezoning of 5866 Ivanhoe Road

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: Liz Ebbers <lizzzy2000@yahoo.com>
Sent: Friday, October 3, 2025 1:27 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>; David Parsons <dparsons@cityofbartlett.org>
Subject: [External]Opposition to the proposed Rezoning of 5866 Ivanhoe Road

WARNING

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Hi there,

I noticed a sign posted at the corner lot where the property owner is asking for rezoning from R-10 to C-G General Business. I am opposed to this, along with many of my neighbors.

I am the property owner of 5936 Steeplechase Drive in the Surrey Woods Subdivision. My family has owned this home since 1977. We love this neighborhood. We understand how dangerous and challenging this section of Bartlett Blvd really is. Over 40 years ago my family was involved in a traffic accident right at this very intersection. That was before the light was installed. Needless to say, we are pleased with the new light. It allows us to safely enter our neighborhood from Bartlett Blvd. However, with a commercial business right on this corner, I am concerned that everything that was done to help the residents enter and leave Ivanhoe Road will be negated from a commercial enterprise at this corner. I believe the amount of commercial traffic will negatively impact this neighborhood.

I was concerned and attended the general business meeting back in July. The engineer and owner proposed drawings showing their vision for 1 1/2 acres of the 3.14 acres. This Ivanhoe Road property has flood zone restrictions. The creek runs alongside the property.

In the 1 1/2 acres of buildable space, they are proposing 3 structures/buildings, one building would have a drive-through window, and 85 parking spaces, and entrances and egresses on both Ivanhoe Road and Bartlett Blvd.

This meeting was packed with the neighborhood. We overwhelmingly opposed this commercial development. Our concerns:

1. There is not any other commercially zoned property on Ivanhoe Road. Ivanhoe Road is a through-fare road into a solid residential neighborhood. If you vote to allow this commercial rezoning, then there will be a lot of commercial activity in a neighborhood. We want to protect where we live to be a contained, safe, and peaceful area. Commercial businesses do not belong in residential neighborhoods. That's why we abide by zoning and respect zoning restrictions. Proper zoning protects neighborhoods from the amount of traffic, deliveries, noise, congestion, parking overflow, commercial lighting, and excessive trash that are indicative of commercial businesses.

2. The amount of traffic that will be generated will negatively impact the neighborhood for those entering and exiting on Ivanhoe Road. This is a single residential road. It is not ideally suited to accommodate the amount of traffic these businesses will generate - just imagine 85 cars and continuous traffic on Ivanhoe Road. It will cause back-ups on Ivanhoe Road in both directions. This traffic will make Ivanhoe Road more dangerous.

3. The amount of traffic that will use the Bartlett Blvd Road entrances will cause congestion for those turning left into the property. For those who are traveling down Bartlett Blvd turning right into the property will cause those traveling 40 miles/hour to be mindful of the slowing turning traffic. And those leaving the property will have a blind-spot for the traffic on Bartlett Blvd.

4. In addition, the owner said he would also need special consideration to alter the Bartlett Blvd entrance over a portion of the flood zone area, aligning with the cut-outs on Bartlett Blvd. I am concerned how this will impact the surrounding property when the ditch is filled in. Will the lower property now flood? How will the altered entrance impact the traffic flow on Bartlett Blvd? Is this wise?

5. The drive-through tells me that they are expected flow through traffic. So the plans allowing 85 cars on this property now has expanded exponentially. Rumors circulating say it may be a Sandwich shop or a Smoothie-King. So the above concerns are now even more disconcerting. I believe there will be a lot of moving traffic spilling into the neighborhood streets. Will this be like the Chick-fil-e on Poplar Avenue where traffic flow is backed up onto the street. Is this what we can expect on Ivanhoe Road?

6. Did you know that Rajun Cajun has both entrances and egresses on the side street - you can not enter from Bartlett Blvd. And there are approximately 40 parking spaces for this restaurant. There is not an operable drive through window either. It does not promote quick flow through car traffic. There are no homes immediately near this restaurant that would have to deal with the noise, traffic, and trash. Rajun Cajun restaurant does not impact traffic flow from any of the surrounding streets. This restaurant does not negatively impact a neighborhood, unlike what is being proposed on Ivanhoe Road. So given the doubled amount of parking, will this commercial property on Ivanhoe be double the size in comparison to Rajun Cajun? If it is, then I don't believe the Ivanhoe Road corner area can withstand that much traffic, noise and congestion.

So why this property.... it was purchased as residential 3 years ago for \$180k for the 3.14 acres. Originally, the owner said he had plans to put 5 residential homes there. But then discovered that this property has a flood zone restriction. So the usable/buildable space was reduced to 1 1/2 acres. Our neighborhood would welcome plans to build in alignment with the neighborhood. It is well within his rights to build 3 residential homes R10 on this property. We are not opposed to residential R-10 building. We are opposed to commercial building in this residential neighborhood. I was taken back when the engineer said during the meeting that the owner was not interested in building 3 homes on the residential property.

Instead, I believe the owner wants to alter the neighborhood. Not to better the neighborhood but to negatively burden the neighborhood- for his mere financial benefit that a commercially zoned property will bring to him. Meanwhile, we as homeowners and residents of this neighborhood will be left with congestion, traffic, noise and the possibility of having a blighted property should the businesses fail - all right in our neighborhood because it is not the right location for a commercial business.

In summary, there are plenty of available commercial properties, so if the owner was truly interested in investing in Bartlett there are better choices to have a successful business. Better choices that will allow the patrons easy entrance and exiting. Better choices that do not alter a neighborhood negatively. Better choices for street visibility.

Help us keep our neighborhood as a neighborhood.

Thank you for your consideration and reading this long opposition.

Liz Ebbers

Ms. Kimberly Taylor
Director of Planning and Economic Development
Bartlett City Hall Annex
6382 Stage Road
Bartlett TN 38134

Dear Ms. Taylor,

We are writing in regard to the rezoning request being made for the property at 5866 Ivanhoe Road, which is on the Planning Commission agenda for October 6, 2025 (see copy of Notice, attached).

We have owned the property at 5920 Ivanhoe Road since 2004. Our property is less than 200 feet from the property being considered for rezoning from Single Family Residential to General Business.

When we purchased our property over 20 years ago, we were taken with the nature of the neighborhood, which consists of mostly owner-occupied family homes in a fairly quiet, heavily treed, well-established residential neighborhood. These facts directly contributed to our decision to purchase the property as our forever home.

City zoning is not arbitrary, un-informed or random. Zoning is intended, among other things, to protect the interests of the people purchasing and developing or improving their properties. Our neighborhood of Surrey Park and the surrounding residential neighborhoods were zoned Single Family Residential for a reason – to protect the interests of those seeking to purchase, develop and improve residential properties. If a potential residential purchaser cannot be assured that the surrounding neighborhood will remain residential, the risk of losing the character of the neighborhood and potentially losing property value may be a deterrence. If we thought a property less than 200 feet from our home could arbitrarily be rezoned to General Business, we would have never purchased our property.

There are available commercial properties a short distance North of the property at issue here. It defies logic that a long-established residential property would need to be rezoned for commercial interests, when there are numerous existing and available commercial properties nearby.

Thank you for hearing and considering our concerns.

Sincerely,



Thomas M. Arndt and Sharon L. Rieger
5920 Ivanhoe Road
Bartlett TN 38134

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 8:36 AM
To: Sam Harris
Subject: FW: [External]5866 Ivanhoe Rd

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: Emily Breckenridge <emilyebreck@gmail.com>
Sent: Thursday, October 2, 2025 5:29 PM
To: David Parsons <dparsons@cityofbartlett.org>; Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]5866 Ivanhoe Rd

WARNING

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

To Whom it May Concern,

I am writing to express my strong opposition to the rezoning of the property at 5866 Ivanhoe Rd. As a resident of a surrounding neighborhood who frequently visits Freeman Park and the surrounding commercial developments, it is my opinion that there are already too many vacant commercial spaces for rent in the area. Vacant buildings become an eyesore to the community, invite crime, and hinder property values.

Furthermore, the current zoning is most appropriate, considering the close proximity to other homes and neighborhood amenities, such as Freeman Park.

I ask that you consider the residents and our wishes, and do not grant this request.

Sincerely,
Emily Breckenridge
(901)487-8653

3329 Doberman Cv.
Bartlett, TN 38134

Sam Harris

From: Kim Taylor
Sent: Monday, September 29, 2025 9:19 AM
To: Sam Harris; Leslie Brock
Subject: FW: [External]5866 Ivanhoe Road

Good morning,

This is for the record. See email below:

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: Rie McGhee <eklcam@yahoo.com>
Sent: Saturday, September 27, 2025 9:55 AM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]5866 Ivanhoe Road

WARNING

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

Good morning!

I just received information from a neighbor about rezoning the property at the end of our street. I live at 6096 Ivanhoe Road.

I don't necessarily want to speak at the meeting, but wanted you to know that I am against the rezoning.

I love our neighborhood. I love the parks in our neighborhood. And I especially love that businesses are within walking distance, but NOT directly in our neighborhood.

Both of my daughters went to Bartlett High School, and I always worried about their walking to school because of all the traffic. Thank goodness the city of Bartlett installed that wonderful light at Ivanhoe and Bartlett Blvd. Thank you for that!! We have lots of walkers, runners, and children in our neighborhood. Let's keep them safe. Also, I don't see the value in having anything commercial at the end of our

neighborhood, especially if one day, it ends up empty or abandoned. There are plenty of other open commercial spaces.

Please keep our neighborhood commercial zone-free.

Thank you for your consideration.

Annmarie Ghio
6096 Ivanhoe Road

[Sent from Yahoo Mail for iPhone](#)

July 23, 2025

Letter to City of Bartlett Planning Commission Opposing Rezoning of 5866 Ivanhoe Rd

Formal Statement of Opposition

To the Honorable Members of the City of Bartlett Planning Commission,

I am writing to you as a concerned resident regarding the proposed rezoning of the property located at 5866 Ivanhoe Rd, Bartlett, TN 38134. I wish to respectfully express my strong opposition to this rezoning request.

I am deeply concerned that the proposed changes will negatively impact the character and stability of our neighborhood. Rezoning this parcel will result in increased traffic congestion, strain on local infrastructure and services, and a potential decrease in property values for current homeowners. Many residents chose this area for its established character and sense of community, and altering the zoning could fundamentally change the nature of our neighborhood.

Furthermore, there is apprehension among neighbors about the potential for increased noise and reduced safety, particularly if the rezoning allows for higher density development or commercial uses that are not in harmony with the surrounding residential area. These worries are not unfounded, and I urge the Commission to take into account the voices and well-being of the existing residents.

I respectfully request that the Commission thoroughly consider the long-term effects that this rezoning could have on our community and prioritize the concerns of those who call this area home. Please preserve the integrity and residential quality that make our neighborhood so special.

I request that you VOTE NO on this rezoning consideration. I do not believe that you would want this in your residential neighborhood. VOTE AS IF YOU LIVED NEXT DOOR TO THIS

Rezoning request!!!!

RECEIVED

JUL 28 2025

CITY OF BARTLETT

Thank you for your attention to this important matter. I appreciate your service and dedication to the City of Bartlett and its residents.

Sincerely,



IRA T. TAYLOR

2765 SURREY PARK DRIVE

BARTLETT, TN 38134-4654

FIREBURD7@AOL.COM

7/23/2025

7/27/25

PLANNING COMMISSION
CITY OF BARTLETT, TENN.
6382 STAGE ROAD
BARTLETT, TN 38184

DEAR SIRs:

RE: REZONING OF 5866 IVANHOE ROAD

PLEASE ADD MY NAME TO THOSE OPPOSING THE REZONING OF THE ABOVE PROPERTY.

ACCORDING TO THE PLANS I PICKED UP AT PLANNING COMMISSION, THERE IS TO BE 4 BUSINESSES ON THIS small LOT WHICH IS IN A RESIDENTIAL NEIGHBORHOOD.

THIS INTERSECTION HAS BEEN A PROBLEM FOR YEARS & YEARS UNTIL CITY FINALLY HAD A RED LIGHT INSTALLED. I AM VERY DISAPPOINTED THAT THE CITY 1. WOULD EVEN CONSIDER APPROVING THIS LOCATION FOR ANY BUSINESS NOR (2) 4 BUSINESSES FOR THE LOCATION, (3) OR PLACE THE ENTRANCE IN THE DISTANCE FROM THE RED LIGHT & (4) THE PRIVATE DRIVE OF THE NEXT DOOR HOMEOWNER. THIS WOULD BE A NIGHTMARE FOR THE INTERSECTION AND THE HOMEOWNER & THE NEIGHBORHOOD!

ADDED TO THESE PROBLEMS IS THE PROBLEM THAT TRAFFIC ENTERING BARTLETT USE IVANHOE TO SHORTCUT THE DRIVE TO STAGE ROAD BY ENTERING IVANHOE, GO TO SURREY PARK AND BRAGG LANE TO GET TO STAGE RD AND ELMORE PARK INTERSECTION. I KNOW THIS BECAUSE I HAVE COUNTED WITHIN AN HOUR OF OVER 150 CARS USING THIS SHORTCUT WHICH WOULD ALSO INCREASE THE PROBLEM AT THIS INTERSECTION.

I'M BEGGING YOU DO NOT APPROVE THIS REZONING. THERE ARE PLENTY OF OTHER BUSINESS PROPERTIES AVAILABLE MORE SUITABLE THAN THIS LOCATION.

THANK YOU FOR YOUR CONSIDERATION.

Peggy M. Taylor

PEGGY MAX TAYLOR
2765 SURREY PARK DRIVE
BARTLETT, TN 38134-4654

RECEIVED

JUL 28 2025

CITY OF BARTLETT

Why rezone the property at 5866 Ivanhoe Road from residential zoning district to the general business district Based on reports and meeting notices from July 2025, the proposed rezoning of 5866 Ivanhoe Road in Memphis from a residential to a general business district was intended to facilitate a community-focused commercial development. The rezoning was proposed to bring new value to the neighborhood by introducing more local options for food, services, and other community-oriented businesses. However, the rezoning request was ultimately recommended for rejection by staff of the Memphis and Shelby County Office of Planning and Development (OPD) and faced public opposition.

Reasons for the rezoning request

- **Introduce local businesses:** The proposal was submitted by Mohamed Eldahan, who stated a vision to "bring new value to the neighborhood by introducing more local options for food, services, and community-focused development".
- **Unlock development potential:** Proponents of the change likely saw an opportunity to develop a commercial project on the property, which is situated at the corner of Bartlett Boulevard and Ivanhoe Road. Rezoning can increase a property's value by allowing for more lucrative uses than a single-family home.

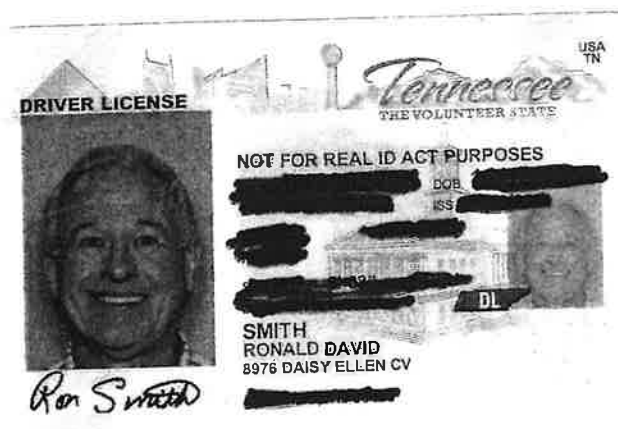
Reasons for staff rejection and public opposition

- **General commercial use is too broad:** The OPD staff report from March 2025 highlighted that the requested zoning of General Business District (GB) was too intensive and allowed for "undesirable uses such as a nightclub, tavern, or used tire shop" with no specific development plan in place. This was cited as a primary reason for recommending rejection.
- **Inconsistent with the Memphis 3.0 Plan:** Staff found the proposal inconsistent with the city's comprehensive plan. The property is surrounded by residential and office land uses, and rezoning it for high-intensity commercial use was considered inappropriate.

- **Conflict with neighboring residential uses:** The proposal faced public opposition from neighboring residents concerned about the negative impacts of a commercial establishment. One resident noted that there were already vacant, established commercial spaces nearby that could be used for a deli or other small business, questioning the need for a new business on a residential corner.
- **Floodplain location:** A portion of the property is located in a floodplain, and OPD staff stated that large-scale commercial development is "strongly discouraged" in such areas.

Outcome of the proposal

Due to the inconsistencies with city planning, potential for undesirable uses, and public opposition, staff recommended rejecting the rezoning request. This highlights that while developers may propose rezoning to create new business opportunities, the proposal must align with a city's comprehensive plan and gain support from the local community and planning officials to be approved.



Letter of Support – Rezoning for 5866 Ivanhoe Rd

Betty Malone

6078 Flynthill Dr

Bartlett, TN 38135

901-833-6578

July 26, 2025

Dear Members of the Planning Commission,

As a longtime resident and senior citizen of Bartlett, I am writing in support of the rezoning request for the property at 5866 Ivanhoe Rd. Having lived in this area for many years, I've seen how important it is to have convenient, accessible, and community-focused places that enhance our daily lives. For many of us older residents, having nearby options to sit down for a meal, enjoy a coffee, or meet with friends makes a meaningful difference. A thoughtfully developed site at this location would provide much-needed convenience without the burden of traveling far or navigating busy roads. I appreciate the care being taken to ensure the development fits well with the neighborhood and respects the community's concerns about traffic and safety. I believe this will bring positive change to the area and offer more comfort and enjoyment to residents of all ages.

I respectfully urge you to support the rezoning of 5866 Ivanhoe Rd.

Thank you for your time and consideration.

Sincerely,

Betty Malone

Dear Kim Taylor,

As a licensed pharmacist who works remotely from home in Bartlett, I want to express my support for the proposed rezoning of 5866 Ivanhoe Rd. Spending most of my day working from home, I truly value having local, convenient places to go when I take breaks, grab lunch, or want to get out for a bit of fresh air and connection.

The idea of turning this currently vacant corner into a space that offers more options — whether it's a café, local eatery, or service-oriented business — is something I believe would greatly benefit people like me who live and work in this area every day.

Having more things to do close to home helps create a stronger, more engaging neighborhood environment. It also supports a lifestyle that doesn't require long drives or navigating busy traffic just to enjoy a quick meal or meet a friend nearby.

I support this rezoning effort because it reflects the kind of thoughtful, community-focused development that adds value without disrupting the character of the area. I appreciate the developer's efforts to engage the neighborhood and design something that fits within our town's standards.

Thank you for your time and for considering this request.

Sincerely,
Dannia Quran

Sam Harris

From: Kim Taylor
Sent: Monday, October 6, 2025 10:16 AM
To: Sam Harris
Subject: FW: [External]Support for Rezoning at Bartlett Blvd and Ivanhoe Road

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: Kevin Zeng <zeng.kevin77@gmail.com>
Sent: Saturday, October 4, 2025 8:16 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Support for Rezoning at Bartlett Blvd and Ivanhoe Road

WARNING

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

Good evening Ms. Taylor,

As a resident of Bartlett, I would like to express support for the proposed rezoning and land development at the intersection of Bartlett Boulevard and Ivanhoe Road. This project represents an opportunity to promote thoughtful growth and enhance the overall development of our city.

The rezoning could improve the area's appeal by attracting new businesses, creating jobs, and strengthening the local economy. Allowing for more flexible land use supports Bartlett's long-term vision of balanced progress and sustainable community growth.

It would, however, be beneficial for the development plan to include a physical separation or buffer between the commercial area and the nearby neighborhood. This would help maintain a sense of quietness and privacy for residents while still allowing the city to benefit from new investment and revitalization.

Overall, this proposal reflects a positive direction for Bartlett's future, encouraging development that benefits both current and future residents.

Sincerely,

Kevin Zeng

Natasha Scott
3508 Sugartree Ln
Bartlett, TN 38135

Dear Members of the Planning Commission,

I'm writing as someone who regularly spends time in the area around 5866 Ivanhoe Rd and has a strong appreciation for the positive growth we've seen in Bartlett over the years. I want to voice my support for the rezoning request for this property, as I believe it presents a great opportunity to continue that momentum in a meaningful way.

It's always exciting to see new, local businesses come to life — especially ones that bring added convenience, character, and value to the neighborhoods we frequent. The proposed project would activate a corner that has long been underused, and it would offer something useful to families, park visitors, and residents alike.

I especially support projects that reflect thoughtful planning, community input, and a long-term commitment to the area — and from what I understand, this development checks all those boxes. I believe it will blend in well with its surroundings, enhance the quality of life in the area, and serve as a welcome addition for those of us who enjoy spending time nearby.

Thank you for considering this request. I hope you will support the rezoning and allow this exciting vision to move forward.

Sincerely,

Natasha Scott

Dear Members of the Planning Commission,

I am writing to offer my support for the proposed rezoning of the property at 5866 Ivanhoe Rd. As someone who regularly visits Freeman Park, I see a great opportunity for this development to add meaningful value to the area.

Having accessible food, drink, or family-friendly spaces near the park would enhance the overall experience for visitors and residents alike. As a Stay-at-home mom with two kids, I support this project. Whether it's grabbing a bite to eat after a ball game, enjoying a coffee during a walk, or taking kids for a treat after time at the playground, this project could make Freeman Park not just a place to play — but a place to stay.

The proposed development would also improve the use of a currently vacant lot and help activate a key corner near a major community space. The addition of safe access, lighting, and pedestrian consideration in design will complement the park's atmosphere and strengthen the neighborhood overall.

I respectfully encourage the Planning Commission to approve this rezoning request, which will help deliver a thoughtful, positive improvement for the families and residents of Bartlett.

Thank you for your time and service.

Sincerely,

Patsy Culpepper Bichi

Dear Members of Council and Planning Department,

I am writing to express my strong support for the rezoning application at 5866 Ivanhoe.

This proposal represents an important opportunity to strengthen our community by bringing much-needed [housing/commercial space/mixed-use development—tailor depending on project specifics]. The thoughtful planning for this site will not only make better use of the land but also contribute to the vibrancy and long-term sustainability of our neighborhood.

I believe the rezoning will provide several key benefits:

- 1. Community Growth – By allowing a broader range of uses, this project will help accommodate the growing needs of residents and businesses in the area.**
- 2. Improved Land Use – The rezoning will ensure that this property contributes more effectively to the community fabric, rather than remaining underutilized.**
- 3. Housing/Employment Opportunities- It will bring new opportunities for small businesses, services, and jobs.**
- 4. Neighborhood Vitality – The project will encourage walkability, strengthen local commerce, and help build a more welcoming environment for both current residents and newcomers.**

As a member of this community, I recognize the importance of thoughtful development and believe this rezoning application will benefit both current residents and future generations. I respectfully urge Council to approve the rezoning at 5866 Ivanhoe.

Thank you for your time and consideration.

Sincerely,

Rachel Brickeen

3715 Oak Forest Dr

Bartlett TN 38135

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 8:35 AM
To: Sam Harris
Subject: FW: [External]Support for rezoning at 5866 Ivanhoe

Kimberly Taylor | Director of Planning and Economic Development
6382 Stage Road • Bartlett, TN 38134
office (901) 385-6417 • mobile (901) 734-8003



From: Shatha Quran <shathaquran@yahoo.com>
Sent: Thursday, October 2, 2025 7:13 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Support for rezoning at 5866 Ivanhoe

WARNING

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

Dear Ms. Taylor,

I hope this message finds you well! I am writing in support of the rezoning application at 5866 Ivanhoe. This project will make better use of the property, bring positive growth to our neighborhood, and contribute to the community's long-term needs.

I respectfully urge the approval of the rezoning.

Sincerely,

Shatha Quran
6624 Star Valley Drive
Bartlett, TN 38134

October 5, 2025

Ms. Kimberly Taylor
Director of Planning and Economic Development
Bartlett City Hall Annex
6382 Stage Road
Bartlett TN 38134

Re: Petition against the rezoning of 5866 Ivanhoe Rd

Dear Ms. Taylor,

The attached petition and signatures were collected from October 1st thru 5th, 2025, with overwhelming support against the rezoning of 5866 Ivanhoe Road from Single Family Residential to General Business.

Many of the signers have been neighborhood residents for multiple generations, and expressed dismay that any nearby residential property would be considered for rezoning for commercial interests.

Thank you for your consideration.

Sincerely,



Sharon L. Rieger
5920 Ivanhoe Road
Bartlett TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: THOMAS M. ARNDT & SHARON L. RIEGER
SIGNATURE: Thomas M. Arndt Sharon L. Rieger
ADDRESS: 5920 IVANHOE ROAD

NAME: Nataki Palmer & James Palmer
SIGNATURE: Nataki Palmer James Palmer
ADDRESS: 5902 Ivanhoe Rd.

NAME: Natalci Palmer & Jamer Palmer
SIGNATURE: Natalci Palmer Jamer Palmer
ADDRESS: 5908 Ivanhoe Road.

NAME: Corbin & Tim Kelley
SIGNATURE: Corbin Kelley
ADDRESS: 2677 Larch Trail Dr

NAME: Helen & David Greene
SIGNATURE: Helen Greene David Greene
ADDRESS: 2660 Larch Trail Dr.

NAME: Tolbert & Brooke Cates
SIGNATURE: Tolbert Cates Brooke Cates
ADDRESS: 2665 Larch Trail Dr.

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Pamela McGan
SIGNATURE: Pamela McGan
ADDRESS: 2650 Larch Trail Drive

NAME: Clarence & Allean Neal
SIGNATURE: Clarence Neal
ADDRESS: 2647 LARCH TRAIL DRIVE 38134

NAME: Robert Fryer
SIGNATURE: Robert Fryer
ADDRESS: 5930 IVANHOE RD 38134

NAME: Remy Zavala
SIGNATURE: Remy Zavala
ADDRESS: 6052 IVANHOE RD.

NAME: Beth Day
SIGNATURE: Beth Day
ADDRESS: 5974 IVANHOE RD

NAME: RICK & MICHELLE COLLETTE
SIGNATURE: Rick Collette
ADDRESS: 5986 IVANHOE RD

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Adam + Amanda Mulley
SIGNATURE: Adam + Amanda Mulley
ADDRESS: 6000 Ivanhoe Rd Bartlett TN 38134

NAME: Diane Myers
SIGNATURE: Diane Myers
ADDRESS: 6018 Ivanhoe Rd Bartlett, TN 38134

NAME: Kristopher and Paula Straun
SIGNATURE: KPS
ADDRESS: 16032 Ivanhoe Rd

NAME: HOWARD BENEFIELD
SIGNATURE: Howard Benefield
ADDRESS: 5966 Spruce Hollow Cv

NAME: David Moyes
SIGNATURE: David Moyes
ADDRESS: 5990 Spruce Hollow Cove

NAME: C Fernandez
SIGNATURE: C Fernandez
ADDRESS: 5984 Spruce Hollow Cv

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Mary Green
SIGNATURE: 5983 Spruce Hollow Cove
ADDRESS: Bartlett, TN 38134

NAME: Frank Vick
SIGNATURE: Frank Vick
ADDRESS: 5975 Spruce Hollow Cove

NAME: JEFF HOLT
SIGNATURE: Jeff Holt
ADDRESS: 5981 EXPLORER AVE, BARTLETT 38134

NAME: DONNA & DOUG DAVENPORT
SIGNATURE: Donna Davenport
ADDRESS: 5995 Hickory Grove Lane, Bartlett, TN 38134

NAME: Chris & Theres Moore
SIGNATURE: Chris Moore
ADDRESS: 5999 Hickory Grove Lane Bartlett TN 38134

NAME: Grant & Laura Moore
SIGNATURE: Laura Moore
ADDRESS: 6002 Hickory Grove, Bartlett, TN, 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Lee Rouzey
SIGNATURE: Lee Rouzey
ADDRESS: 5997 Hickory Grove Ln

NAME: DAVID EASON
SIGNATURE: David Eason
ADDRESS: 5943 Hickory Mt. Lane

NAME: Joyce L. West
SIGNATURE: Joyce L. West
ADDRESS: 5851 Sweet Oak Cr

NAME: Sheila Varnell
SIGNATURE: Sheila Varnell
ADDRESS: 5858 Sweet oak Cove

NAME: JAMES R MOSELEY
SIGNATURE: James R. Moseley
ADDRESS: 5866 SWEET OAK CV

NAME: Jacob Rodgers
SIGNATURE: Jacob Rodgers
ADDRESS: 5940 Spruce Hollow Cv.

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Kathleen Rodgers
SIGNATURE: Kathleen Rodgers
ADDRESS: 5940 Spruce Hollow Cv

NAME: Steven Rodgers
SIGNATURE: Steve Rodgers
ADDRESS: 5940 Spruce Hollow Cv.

NAME: MICHAEL WHITTEN
SIGNATURE: Michael Whitten
ADDRESS: 5933 Hickory Grove Ln

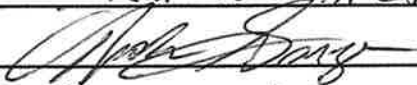
NAME: Allie Erbe
SIGNATURE: Allie Erbe
ADDRESS: 5923 Hickory Grove Lane

NAME: CLYDE GETTMAN
SIGNATURE: Clyde Gettman
ADDRESS: 5923 Hickory Grove Lane

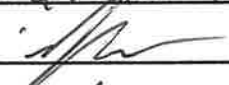
NAME: JAMES WILLIAMS
SIGNATURE: James Williams
ADDRESS: 2619 Kenwood Ln Bartlett TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: NICHOLAS & KAREN GARZA
SIGNATURE: 
ADDRESS: 16103 IVANHOE RD

NAME: Joe & Amanda Thompson
SIGNATURE: Joseph L. Thompson Amanda Thompson
ADDRESS: 5877 Cedar Oak Cove

NAME: JD & Mirah Mungle
SIGNATURE: 
ADDRESS: 6138 Ivanhoe Rd. Bartlett, TN

NAME: Charles & Crystal Novak
SIGNATURE: Crystal Novak
ADDRESS: 6046 Ivanhoe Rd Bartlett TN

NAME: Bryan Smith
SIGNATURE: B. Smith
ADDRESS: 6059 Ivanhoe Rd

NAME: RICHARD & VANESSA BYRNE
SIGNATURE: R. Byrne Vanessa Byrne
ADDRESS: 6065 IVANHOE RD

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: FRANK TRENTHAM

SIGNATURE: Frank Trentham

ADDRESS: 6069 Ivanhoe Rd 38134

NAME: Miguel Lesmes

SIGNATURE: Miguel

ADDRESS: 6075 Ivanhoe Rd 38134

NAME: Ashley Lesmes

SIGNATURE: Ashley Lesmes

ADDRESS: 6075 Ivanhoe Rd 38134

NAME: Mark Herr

SIGNATURE: Mark A. Herr

ADDRESS: 6115 Ivanhoe Road

NAME: Samuel and Sharon Locastro

SIGNATURE: Sharon Locastro

ADDRESS: 6128 Ivanhoe Rd.

NAME: Carolyn H Henson

SIGNATURE: Carolyn H Henson

ADDRESS: 6123 Ivanhoe Rd Bartlett, TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: FRED SANSON C
SIGNATURE: Fred Sansone
ADDRESS: 6127 IVANHOE RD

PRINT NAME: HOMER CRAFT JR
SIGNATURE: Homer Craft
ADDRESS: 6143 IVANHOE RD

PRINT NAME: KEVIN RHODES
SIGNATURE: Kevin Rhodes
ADDRESS: 6155 IVANHOE

PRINT NAME: LARA WEAVER
SIGNATURE: Lara Weaver
ADDRESS: 6149 IVANHOE

PRINT NAME: TIMMY JOHNSON
SIGNATURE: Jimmy Johnson
ADDRESS: 6161 IVANHOE

PRINT NAME: ROBERTA TAYLOR
SIGNATURE: Roberta Jo Taylor
ADDRESS: 6215 IVANHOE BARTLETT TN

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Michael Folis
SIGNATURE: Michael Folis
ADDRESS: 6223 IVANHOE RD.

PRINT NAME: JAMES WILLIAMS
SIGNATURE: James Williams
ADDRESS: 6233 IVANHOE Rd

PRINT NAME: AL ESTES
SIGNATURE: Al Estes
ADDRESS: 2449 Elmore park Rd

PRINT NAME: Mark Weeks Lisa Weeks
SIGNATURE: Mark Weeks Lisa Weeks
ADDRESS: 6220 Ivanhoe Rd

PRINT NAME: JAMES MARTIN CAROLYN MARTIN
SIGNATURE: James Martin Carolyn Martin
ADDRESS: 6219 IVANHOE RD

PRINT NAME: Rudy Smout
SIGNATURE: Rudy Smout
ADDRESS: 6188 Ivanhoe Rd, Bartlett, TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Angelo Donati
SIGNATURE: [Signature]
ADDRESS: 6154 Ivanhoe Rd Bartlett, TN 38134

PRINT NAME: Russ & MARJORIE MERSHON
SIGNATURE: Marjorie Mershon
ADDRESS: 6170 IVANHOE RD BARTLETT, TN 38134

PRINT NAME: PHILIP MOORE
SIGNATURE: [Signature]
ADDRESS: 6132 IVANHOE RD,

PRINT NAME: Brenda Hegner
SIGNATURE: Brenda L. Hegner
ADDRESS: 6124 Ivanhoe Rd.

PRINT NAME: Ken Bloder Kenneth Bloder
SIGNATURE: Ken Bloder
ADDRESS: 6112 Ivanhoe Rd, Bartlett

PRINT NAME: Mike Wells
SIGNATURE: Mike Wells
ADDRESS: 6108 Ivanhoe Bartlett

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: JERRY DOWNS
SIGNATURE: [Signature]
ADDRESS: 6104 IVANHOE RD

PRINT NAME: Sherry Downs
SIGNATURE: [Signature]
ADDRESS: 604 Ivanhoe Rd

PRINT NAME: Blakey Jones
SIGNATURE: [Signature]
ADDRESS: 6078 IVANHOE RD

PRINT NAME: Billie Veeraga
SIGNATURE: [Signature]
ADDRESS: 2168 Forest Hill Ct #57

PRINT NAME: A Stovall
SIGNATURE: [Signature]
ADDRESS: 6037 Camelia Lane Bartlett, TN 38134

PRINT NAME: John Campbell
SIGNATURE: [Signature]
ADDRESS: 3002 Daro Lye 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Jillian Davenport & Davis Davenport
SIGNATURE: [Signature]
ADDRESS: 4852 Kieferwoods W. Bartlett, TN 38135

PRINT NAME: Tiffany Moore
SIGNATURE: [Signature]
ADDRESS: 4164 Strawbridge, Bartlett, TN 38135

PRINT NAME: Hope Huckaby
SIGNATURE: [Signature]
ADDRESS: 2578 Honey Bee Ln. Bartlett, TN 38134

PRINT NAME: Jenna Ellison Turner & Seth Turner
SIGNATURE: [Signature]
ADDRESS: 5691 Bartlett Woods Dr. Bartlett TN 38134

PRINT NAME: Kim Chapman
SIGNATURE: [Signature]
ADDRESS: 7903 Carol Elaine Cir, Bartlett 38133

PRINT NAME: Kip Long
SIGNATURE: [Signature]
ADDRESS: 6812 Hare Pointe Dr.
Bartlett TN 38002

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: WILLIAM GODSILLAC

SIGNATURE: [Signature]

ADDRESS: 5921 Hickory Grove Ln. Bartlett

PRINT NAME: Debra Roush

SIGNATURE: Debra Roush

ADDRESS: 5987 Hickory Grove Ln

PRINT NAME: TINA GIBSON

SIGNATURE: [Signature]

ADDRESS: 2158 TIDE CIRCLE

PRINT NAME: Mackenzie Parham

SIGNATURE: [Signature]

ADDRESS: 7721 Memphis Arlington Rd, Bartlett TN 38135

PRINT NAME: Antonio White Sr

SIGNATURE: Antonio S. White

ADDRESS: 4680 Century Arbor Lane

PRINT NAME: Jordan Galle

SIGNATURE: Jordan Galle

ADDRESS: 3565 Foxfield Trail Bartlett TN 38135

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: William D. TerBurgh
SIGNATURE: [Signature]
ADDRESS: 2741 Surrey Park Dr. Bartlett, TN 38134

PRINT NAME: Raymond and Jeanne Daniels
SIGNATURE: Jeanne B Daniels
ADDRESS: 2669 Galaxie St. Bartlett, TN 38134

PRINT NAME: Terrance Hardin
SIGNATURE: [Signature]
ADDRESS: 6118 Camelin Ln. Bartlett, TN 38134

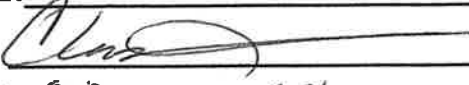
PRINT NAME: Tony Fields
SIGNATURE: [Signature]
ADDRESS: 2680 Bartlett Blvd

PRINT NAME: THOMAS L. RUFERO
SIGNATURE: Thomas L. Ruffo
ADDRESS: 3982 EXPLORED AVE

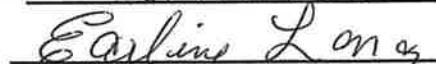
PRINT NAME: Alex Murphy
SIGNATURE: Alex Murphy
ADDRESS: 2537 Elmore Park Rd.

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

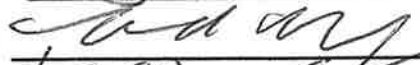
We, the undersigned, are opposed to the rezoning of the above property.

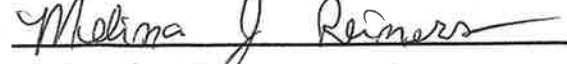
PRINT NAME: Clannan Williams
SIGNATURE: 
ADDRESS: 6330 Althaus Rd 38134

PRINT NAME: Michael McElwee
SIGNATURE: 
ADDRESS: 6066 Surrey Hollow Cv. 38134

PRINT NAME: Earline Long
SIGNATURE: 
ADDRESS: 5956 Steep Chase 38134

PRINT NAME: Tonya Kelley
SIGNATURE: 
ADDRESS: 5854 Sweet Oak Cove

PRINT NAME: Jason Lloyd
SIGNATURE: 
ADDRESS: 5854 Sweet Oak Cove

PRINT NAME: Melissa Reiners
SIGNATURE: 
ADDRESS: 5974 Exploree

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

Carmen
PRINT NAME: RYAN + Zimmerman
SIGNATURE: [Signature]
ADDRESS: 2527 KENNEDY LN BARTLETT TN 38134

PRINT NAME: Amanda Tenison + Dexter Tenison
SIGNATURE: [Signature]
ADDRESS: 5858 Steeplechase Drive, Bartlett TN 38134

PRINT NAME: Chelsea Tutor
SIGNATURE: Chelsea Tutor
ADDRESS: 6081 SURREY HOLLOW COVE

PRINT NAME: Justin Tutor
SIGNATURE: [Signature]
ADDRESS: 6081 Surrey Hollow Cove

PRINT NAME: TIMOTHY WILLIAMS
SIGNATURE: [Signature]
ADDRESS: 6055 IVANHOE DR

PRINT NAME: Jan Williams
SIGNATURE: [Signature]
ADDRESS: 6055 Ivanhoe Dr

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Kyle Gmiller
SIGNATURE: [Signature]
ADDRESS: 356 Foxfield, Bartlett

PRINT NAME: Melissa Adkins
SIGNATURE: [Signature]
ADDRESS: 6499 Cardinal Hill Cove, Bartlett 38135

PRINT NAME: Betty Chastain
SIGNATURE: Betty Chastain
ADDRESS: 6080 Surrey Hollow Cv

PRINT NAME: Barbara Canaday
SIGNATURE: Barbara Canaday
ADDRESS: 2736 Surrey Park Drive

PRINT NAME: Randall Cole
SIGNATURE: Randall Cole
ADDRESS: 5998 Hickory Grove Ln Bartlett TN 38134

PRINT NAME: ^{Josh}Deanna Alexander
SIGNATURE: [Signature]
ADDRESS: 5992 Hickory grove Ln Bartlett, TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Sharon F. Shappard
SIGNATURE: Sharon F. Shappard
ADDRESS: 2549 Surrey Wood Dr.

PRINT NAME: Danny K. Shappard
SIGNATURE: Danny K. Shappard
ADDRESS: 2549 Surrey Wood Dr.

PRINT NAME: Howard Langston
SIGNATURE: Howard Langston
ADDRESS: 2562 Surrey Wood Dr, Bartlett, TN 38134

PRINT NAME: Carolyn Langston
SIGNATURE: Carolyn Langston
ADDRESS: 2562 Surrey Wood Dr, Bartlett, TN 38134

PRINT NAME: ALAN MCGHEE
SIGNATURE: Alan McGhee
ADDRESS: 5987 BRIDLEPATH DR

PRINT NAME: Brenda Hayes
SIGNATURE: Brenda Hayes
ADDRESS: 2554 Kenwood Ln

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Joseph Jones
SIGNATURE: Joseph Jones
ADDRESS: 5984 Hickory Grove Ln, Bartlett

PRINT NAME: Jonathan Linder
SIGNATURE: [Signature]
ADDRESS: 5984 Hickory Grove Ln, Bartlett

PRINT NAME: Jennie Laxton
SIGNATURE: Jennie Laxton
ADDRESS: 5984 Hickory Grove Ln Bartlett 38134

PRINT NAME: Sherry Kendall
SIGNATURE: Sherry Kendall
ADDRESS: 2634 Surrey Wood Dr Bartlett 38134

PRINT NAME: Rick Kendall
SIGNATURE: Rick Kendall
ADDRESS: 2634 Surrey Wood Dr Bartlett 38134

PRINT NAME: Toni Hampton
SIGNATURE: Toni Hampton
ADDRESS: 5974 Hickory Grove Ln 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Courtney Horn

SIGNATURE: Courtney Horn

ADDRESS: 3914 Plum Hill Drive

PRINT NAME: Ruth W Farris

SIGNATURE: Ruth W Farris

ADDRESS: 6210 Ivanhoe Rd Bartlett, TN 38134

PRINT NAME: Crystal McDaniel

SIGNATURE: Crystal McDaniel

ADDRESS: 2541 Bartlett Blvd Bartlett, TN 38134

PRINT NAME: Kristin Williams

SIGNATURE: Kristin Williams

ADDRESS: 7912 Hyman Bartlett, TN 38133

PRINT NAME: Daniel Odum

SIGNATURE: Daniel Odum

ADDRESS: 7912 Hyman Bartlett, TN 38133

PRINT NAME: Amy Haynes

SIGNATURE: Amy E Haynes

ADDRESS: 3434 Carahills Ln
Bartlett, TN 38133

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Tricia Hampton
SIGNATURE: Tricia Hampton
ADDRESS: 5164 Melissa Woods Bartlett, TN 38135

PRINT NAME: Brett Culp
SIGNATURE: Brett Culp
ADDRESS: 6356 Prairie View Dr.

PRINT NAME: Court Nixon
SIGNATURE: Court Nixon
ADDRESS: 2610 Kenwood ave

PRINT NAME: Susan Golding
SIGNATURE: Susan Golding
ADDRESS: 6058 Surrey Hollow Cove

PRINT NAME: Shannon Golding
SIGNATURE: Shannon Golding
ADDRESS: 6058 Surrey Hollow Cove

PRINT NAME: Nancy Mitchem Nancy Mitchem
SIGNATURE: Nancy Mitchem
ADDRESS: 6065 Surrey Hollow Hollow Cove 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Laura Shores
SIGNATURE: *Laura Shores*
ADDRESS: 6530 Fairway View Cove Bartlett TN
38135

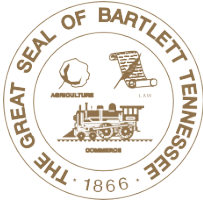
PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____



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

Ordinance 25-07

Meeting: 10/28/2025 6:00 PM
Department: Administration
Category: Ordinance (all
ordinances have public hearing
on 3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:

Ordinance 25-01, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2.

WHEREAS, the City desires to provide for the health and safety of the citizens by regulating, licensing, and prohibiting the keeping of and running at large of animals; providing for the impoundment of animals; and providing for the disposition of animals,

WHEREAS, the City desires to update its ordinances regulating, licensing, and prohibiting the keeping of and running at large of animals; providing for the impoundment of animals; and providing for the disposition of animals,

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desire to amend the Animal Control Ordinances by amending Title 10, Chapter 1 by deleting the chapter in its entirety and replacing it; and Title 10, Chapter 2 by removing text, removing and replacing text, and adding text.

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

Section 1. *Title 10, Chapter 1, shall be amended by deleting the chapter in its entirety and replacing it as follows:*

- ~~10-101. Keeping of poultry or fowl within residential and the corporate limits.~~
- ~~10-102. Dog stands, animals, fowl, and pets.~~
- ~~10-103. Fee to claim animals picked up by city.~~
- ~~10-104. Running at large, noise, etc. prohibited; dog park.~~

10-101. Keeping of poultry or fowl within residential and the corporate limits. (1) It shall be unlawful for any person to engage in any form of commercial poultry or egg business within a residential district of the corporate limits of the City of Bartlett.

(2) — A residential district is hereby defined as the land fronting on both sides of a street and extending to the rear lot lines, where, at the time of enactment of the ordinance comprising this section, less than twenty-five percent (25%) of the frontage is used for commercial and industrial purposes within a distance of two hundred (200) feet to a site where a building or structure is proposed to be erected, altered or used for commercial or industrial purposes or the land used for such purposes. If there is an intersecting street within said two hundred (200) feet of such a site, the residential district shall extend only to the street line of such street. In determining the percentage of commercial and industrial frontage in any district, land and buildings used for the following purposes shall be considered as residential frontage:

- (a) — Churches, Sunday schools, and other places of worship;
- (b) — Public schools, libraries and other public buildings, and public parks and playgrounds;
- (c) — Hospitals or sanitariums;
- (d) — Vacant land.

(3) — It shall be unlawful for any family to keep at any time more than eight (8) hens per family member.

(4) — It shall be unlawful for day-old or young poultry to be kept or housed within a residential district as hereinabove defined in excess of the number of twenty-five (25) per family member.

(5) — It shall be unlawful for any person to permit poultry or fowls to run at large upon the property of others, or permit buildings, runs, pens, or yards within which such fowls are kept to become dirty and littered to the extent that they attract flies, become a breeding place for flies, or create an odor that is offensive and inimical to the health and general welfare of the citizens adjacent thereto.

(6) — Any person violating any provision of this section shall be guilty of a misdemeanor, and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day such violation shall continue shall constitute a separate offense. (Ord. #55-4, Nov. 1955)

10-102. Dog stands, animals, fowl, and pets. Where four (4) or more dogs are kept or boarded on a residential or commercial property or where other animals, including fowl or pets, are kept boarded on a residential or commercial property, the owners shall be required to install a secure enclosure with a concrete floor containing one (1) or more floor drains, which are connected to a sanitary sewer. A concrete curb shall be made a part of the floor around the perimeter and the curb shall extend six inches (6") above the floor.

Residential or commercial lots of two (2) or more acres may be exempt from the requirements of this section with approval of the codes enforcement director. (Ord. #83-15, Aug. 1983, modified, as amended by Ord. #12-19, Dec. 2012)

10-103. Fee to claim animals picked up by city. (1) A fee of thirty dollars (\$30.00) will be charged to any person who claims an animal including, but not limited to dog, cat, horse, cow or pig, which have been picked up by the City of Bartlett. Said fee will be paid to the veterinarian who has possession of said animal. The veterinarian is entitled to retain five dollars (\$5.00) of said fee for collection, and will forward the rest to Bartlett Finance Department on a monthly basis. Said fees collected shall be set aside in a special account for the construction of a City of Bartlett Animal Shelter. After the animal shelter is built, then the funds will go to the operating expense of the shelter. (Ord. #83-15, Aug. 1983, as amended by Ord. #90-18, Jan. 1991, and Ord. #99-7, May 1999)

10-104. Running at large, noise, etc., prohibited; dog park. (1) It shall be unlawful for any person owning, keeping, harboring, or possessing any dogs, cats, rabbits, hares, goats, hogs, sheep, cattle or other animals, chickens, ducks, geese, or other birds or poultry to permit or allow the same to go at large at any time within the limits of the City of Bartlett, Tennessee to the damage or annoyance of any of the residents of said city.

(2) — It shall be unlawful for any person to own, keep, harbor or possess any animals which, by loud and frequent howling, yelping, growling, bleating,

~~braying, or bawling, or by any other noise, causes serious annoyance to any of the citizen of the City of Bartlett, Tennessee.~~

~~(3) — It shall further be unlawful for any person to permit any animal or poultry owned by him or under his dominion and control or leased by him or otherwise in his possession to create any nuisance or unreasonable annoyance to the detriment of other citizens of the City of Bartlett, Tennessee.~~

~~(4) — All ordinances or parts of ordinances heretofore enacted which are in conflict with this section are hereby declared to be void and are hereby repealed.~~

~~(5) — Anyone violating the provisions of this section will be guilty of a misdemeanor and upon conviction will be fined not less than one dollar (\$1.00) nor more than fifty dollars (\$50.00).~~

~~(6) — The only exception to the "running at large" prohibition above is inside of the fenced area (dog park) located on Shelter Run Lane west of the City of Bartlett's Animal Shelter. The use of this "dog park" shall constitute a waiver of liability of the City of Bartlett, Tennessee by the dog owner and the person having care, custody, or control of that dog and is considered his or her agreement to protect, indemnify, defend and hold harmless the city from any claim, injury, or damage arising from or in connection with such use. Any person found violating any of the "dog park" rules may be issued a written citation from an animal control officer or a police officer. (Ord. #76-5, March 1976, as amended by Ord. #02-20, Dec. 2002)~~

10-101. Definitions. The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

(1) "Animal" means any live domesticated vertebrate creature not regulated by the state pursuant to the Tennessee Code Annotated §§ 70-4-401, et seq.

(2) "Animal Control Officer" means any person designated by the City of Bartlett to uphold any ordinances pertaining to animals in the City of Bartlett.

(3) "Animal shelter" means any facility operated by a humane society or the city, or the authorized agents thereof, for the purpose of impounding or caring for animals held under the authority of these chapters or state law.

(4) "Auction" means any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this act. This term does not apply to isolated sales of individual animals by owners.

(5) "Commercial establishment" means any pet shop, grooming shop, auction, or kennel.

(6) "Community cat" means a free-roaming cat that lives outdoors and is not typically owned by any one person but is instead cared for by people in the area.

(7) "Dangerous" means any dog that attacks or causes serious bodily injury to a person or domestic animal without provocation on any public or private property.

(8) “Kennel” means any premise wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling animals.

(9) “Livestock” means all equine as well as animals being raised primarily for use as food or fiber for human utilization or consumption, including but not limited to cattle, sheep, swine, goats, and poultry.

(10) “Non-livestock animal” means a domesticated pet normally maintained in or near the household or households of its owner or owners or any other pet not classified as livestock, including but not limited to pet chicks, ducks, and pot-bellied pigs.

(11) “Nuisance” means any animal that

- (a) molests passersby or vehicles;
- (b) attacks other animals;
- (c) trespasses on school grounds or private property;
- (d) barks, whines, howls, or makes any noise to its species in an excessive, continuous, or untimely fashion as to disturb the peace;
- (e) creates excessive offensive odor;
- (f) is repeatedly at large; or
- (g) damages private or public property.

(12) “Owner” means any person owning, keeping, or harboring one (1) or more non-livestock animals. A non-livestock animal shall be deemed to be harbored if it is fed or sheltered for three (3) consecutive days or more. If the owner of the animal is a minor, the parent or guardian of such minor shall be considered the owner.

(13) “Pet” means any non-livestock animal kept for pleasure rather than utility.

(14) “Physical restraint” means muzzled and on a substantial leash not to exceed four (4) feet in length, which is controlled by an adult physically capable of controlling such dog. The muzzle must not cause injury to the dog but must prevent it from biting any person or animal.

(15) “Potentially dangerous” means any dog which chases or approaches a person on any public or private property in a menacing fashion or apparent attitude of attack without provocation.

(16) “Proper shelter” means a solid structure or enclosure that has a solid roof and floor and four solid sides with an opening that is of adequate size to allow ingress and egress by the animals. A three-sided solid or dome shape building with a solid roof, such as a garage or tool shed, with a bedding area at the back and meeting other “proper shelter” standards shall be allowed. Unsheltered and unprotected boxes, tarps, airline carriers and cardboard boxes are not permitted. The shelter must afford sufficient shade and must be sufficient to

protect the animal from the elements. The opening shall be such as to protect from the wind, rain, or snow. Proper shelter must also be of sufficient weight to prevent overturning, and of sufficient size to allow each animal to stand upright, turn around and lie down in a natural position.

(17) “Restraint” means any leash, lead, or other physical restraint.

(18) “Secure enclosure” means an enclosure that is a minimum of five (5) feet in height above grade and with a horizontal top covering such area, all to be at least nine (9) gauge chain link fencing with necessary steel supporting posts. To prevent the escape of the dog, the floor shall be at least three inches (3”) of poured concrete with the bottom edge of such fencing embedded in the concrete or extending at least one (1) foot below grade. The gate must be of the same material as the fencing, fit closely, and be securely locked. The enclosure must contain and provide protection from the elements for the animal. The enclosure must be inspected and approved by a City of Bartlett Animal Control Officer and Code Enforcement.

(19) “Serious bodily injury” means bodily injury which involves a substantial risk of death, unconsciousness, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member or organ.

(20) “Spayed/neutered” means any sterilized animal not capable of reproducing or the surgical procedure preventing reproduction.

(21) “Tie-out or trolley/cable run” means any non-rigid material that the animal cannot break or chew through and that does not cause harm or injury to the animal.

(22) “Veterinary hospital or clinic” means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases or injury of animals.

10-102. Keeping of poultry or fowl within residential and the corporate city limits. (1) It shall be unlawful for any persons to permit poultry or fowls to run at large upon the property of others or to make excessive, continuous, or untimely noise to the unreasonable annoyance of others, or to permit buildings, runs, pens, or yards within which such fowls are kept to become dirty and littered to the extent that they attract flies, become a breeding place for flies, or create an odor that is offensive and inimical to the health and general welfare of the citizens adjacent thereto.

(2) Any person violating any provision of this section shall be guilty of a misdemeanor and, upon conviction, shall be fined in accordance with § 10-114.

10-103. Number of dogs, cats, and pigs permitted. (1) It shall be unlawful for any person to keep or harbor more than eight (8) dogs or eight (8) cats over three (3) months of age, or any combination of such animals not to exceed eight (8) total, on his or her property or premises at any one time unless a multi-animal permit is obtained from the Bartlett Animal Services Division in accordance with subsection (3).

(2) It shall be unlawful for any person to keep or harbor more than two (2) potbellied pigs on his or her property or premises at any one time unless a multi-animal permit is obtained from the Bartlett Animal Services Division in accordance with subsection (3).

(3) Any person wishing to keep or harbor more than eight (8) dogs or eight (8) cats over three (3) months of age, or any combination of such animals in excess of eight (8) total, or more than two (2) potbellied pigs on his or her property or premises shall obtain a multi-animal permit from the Bartlett Animal Services Division.

(a) A person wishing to obtain a multi-animal permit shall do the following:

1. submit an application for a multi-animal permit to the Bartlett Animal Services Division;

2. pay the applicable fee in accordance with the schedule established by the Board of Mayor and Aldermen;

3. provide written documentation or other sufficient proof demonstrating that each dog or cat over three (3) months of age that the applicant is keeping or harboring has been vaccinated against Rabies in accordance with § 10-201;

4. provide written documentation or other sufficient proof demonstrating that each dog or cat over one (1) year of age that the applicant is keeping or harboring has been spayed or neutered or, alternatively, that each such dog or cat is part of a responsible, ethical breeding program or is subject to a medical exemption in the opinion of a licensed veterinarian;

5. in the case of fostered dogs or cats being kept or harbored by the applicant, provide written documentation or other sufficient proof from a recognized shelter or rescue group demonstrating the foster placement of the dog(s) or cat(s) with the applicant; and

6. permit the Bartlett Animal Services Division to conduct an inspection of the applicant's property or premises in accordance with subpart (b).

(b) Upon receipt of an application for a multi-animal permit, payment of the applicable fee, and the documentation or other proof required by subsection (a), the Bartlett Animal Services Division shall inspect the applicant's property or premises to ensure compliance with the provisions of Title 10. In particular, the Bartlett Animal Services Division shall verify the following:

1. proper shelter for dogs, cats, and potbellied pigs primarily housed outdoors;

2. no dogs are restrained or confined in a manner that violates Title 10;

3. daily access to fresh food and water;

4. adequate space for daily exercise;

5. appropriate medical and grooming care are being provided;
6. the interior of the house is free from harmful odors or gases and excessive or unreasonable clutter; and
7. there are no other violations of Title 10 occurring at the applicant's property or premises.

(c) If, upon inspection of the applicant's property or premises, the Bartlett Animal Services Division determines that the applicant is in compliance with the requirements of subpart (b), the Bartlett Animal Services Division shall issue the applicant a multi-animal permit.

(d) A multi-animal permit issued under this subsection shall be valid for one year from the date of issuance. If, upon the expiration of the permit, a person remains subject to this subsection due to the number of dogs, cats, or potbellied pigs the person is keeping or harboring, then that person shall obtain a new multi-animal permit in accordance with this subsection.

(4) Enforcement of this section shall be in accordance with § 10-114.

(5) This section shall not apply to state licensed and permitted veterinarian clinics, boarding facilities, and grooming salons in commercially zoned areas.

(6) No kennel operations are allowed in any residential zoned area.

10-104. Fee to claim animals picked up by the city. Any person who claims an animal impounded at the Bartlett Animal Shelter will be charged a fee in accordance with the schedule established by the Board of Mayor and Aldermen. The collected funds will go toward defraying the operating expenses of the Bartlett Animal Shelter.

10-105. Prohibited Conduct. (1) It shall be unlawful for any person owning, keeping, harboring, or possessing any dogs, rabbits, hares, goats, hogs, sheep, cattle, or other animals, chickens, ducks, geese, or other birds or poultry to permit or allow the same to go at large at any time within the limits of the City of Bartlett, TN. Any animal found running at large in violation of this subsection may be impounded at the Bartlett Animal Shelter. This prohibition, however, shall not apply to dogs inside the fenced area of a publicly or privately run, approved dog park in properly zoned areas. The use of any public "dog park" shall constitute a waiver of liability of the City of Bartlett, TN by the dog owner and the person having care, custody, or control of that dog and is considered his or her agreement to protect, indemnify, defend, and hold harmless the city from any claim, injury, or damage arising from or in connection with such use. Any person found violating any of the dog park rules may be issued a written citation from an animal control officer or a police officer.

(2) It shall be unlawful for any person owning, keeping, harboring, or possessing any animal to permit or allow such animal to be a nuisance.

(3) It shall be unlawful for any person owning, keeping, harboring, or possessing any animal to fail to confine, restrain, or otherwise exercise control over the animal such that the failure results in the animal attacking or biting a person or domestic animal without provocation on any public or private property.

(4) It shall be unlawful for any person to feed wildlife or community cats in a residentially zoned area to the unreasonable annoyance of others.

(5) It shall be unlawful for cats to roam freely without being surgically altered and microchipped. However, community cats are exempt from microchipping.

(6) It shall be unlawful for any person to obstruct, impede, or otherwise prevent the humane trapping, transportation, sterilization, vaccination, ear tipping, and release of community cats as part of an approved Trap-Neuter-Return program.

10-106. Defecation by animals. (1) It shall be unlawful for the owner or handler of any animal to allow or permit such animal to defecate on any property, public or private, other than the premises of the owner, unless such owner or handler immediately removes and disposes of, in a sanitary manner, such waste.

(2) Persons, who own service animals and are legally blind or confined to a wheelchair or otherwise physically disabled so that they are incapable of disposing of feces left by their service animal, are exempt from this section.

10-107. Methods of Restraint or Confinement. (1) Whenever a dog is not confined within a residence, the owner or custodian of the dog shall keep the dog restrained by a leash or other suitable restraint, as defined in subsection (3), or confined by a fence on the owner or custodian's property or, with permission, the private property of another. The fencing used to confine a dog shall be in good condition, of recognized construction methods, and adequate in terms of size for the dogs confined in the fenced area to prevent the dogs from escaping. The fence must be maintained and free of holes to prevent escape. All fencing must meet City of Bartlett Code Department requirements and be inspected by a Code Department Officer when installed or when fencing issues arise.

(2) Any person walking a dog on public property, including, but not limited to, sidewalks, or on the private property of others shall keep the dog on a leash and under physical control at all times. Physical control means the ability to restrain the movement of the dog. The leash must be kept in good condition; must be of sufficient strength to prevent breaking under pressure; and must be made of material generally resistant to chewing or gnawing by a dog. The length of the leash must be sufficient to enable the owner or custodian to control the dog and prevent the dog from harassing pedestrians or other animals.

(3) In addition to traditional fencing, the following means of restraint are suitable:

(a) Tie-outs, trolley systems (overhead cable runs).

I. This method of restraint must be sufficient in length, but never less than

eight (8) feet, excluding length around the collar, and non-rigid to allow the animal freedom of motion and to move about at will within a protected area of the owner or custodian's property without becoming tangled in obstacles.

2. Any dog restrained in this manner must be provided with shade during warmer temperatures and warm, dry bedding in the colder months.

3. This type of restraint shall only be located in the rear yard area behind a residential structure to prevent the dog from traversing upon another's property, public sidewalks, or public property and from charging pedestrians utilizing these properties.

4. Dogs that are restrained in this manner for any amount of time must be spayed or neutered to prevent breeding and be microchipped.

5. No more than two (2) dogs may be restrained in this manner at any one time.

(b) Invisible Fencing or the like. This method of restraint is suitable so long as it is properly set up and maintained and provided the following conditions are met:

1. The system must be rated for use by dogs, installed according to the manufacturer's instructions, and properly maintained.

2. Clear and visible signage alerting the public of the invisible fence is placed every twenty-five (25) feet.

3. The invisible fencing must be at least fifteen (15) feet from the curb, street, or any utility right of way and five (5) feet from any neighboring properties so as not to molest passersby utilizing these areas.

4. Dogs restrained in this manner for any amount of time must be spayed or neutered to prevent breeding and be microchipped.

(4) If a dog is found running at large, the incident shall constitute prima facie evidence that the method of confinement or restraint utilized by the owner or custodian of the dog is inadequate. The owner or custodian shall be required to correct any conditions that permitted the dog to run at large and, if necessary, to provide such additional means of confinement or restraint as are necessary to secure and maintain the restraint of the dog.

10-108. Mistreatment and Abandonment of Animals. (1) It shall be unlawful for any person to mistreat an animal in any way by beating the animal; excessive and unnecessary hard driving of the animal; training the animal to fight, attack, or kill a person or another animal; allowing or causing the animal to engage in fighting, attacking, or killing a person or another animal; using the animal as a weapon or to threaten or harass a person or another animal; denying the animal proper shelter, food, clean water, proper exercise, proper vet care, or proper grooming; or confining the animal in an unclean or unsafe manner.

(2) It shall be unlawful for any person to abandon any dog, cat, or other animal within the City of Bartlett at any time, for any reason.

(3) It shall be unlawful for any person to keep, harbor, or house a non-livestock animal on any property that lacks active utility services (including, but not limited to, electricity and potable water) or is not permanently occupied by a human resident physically residing on the premises.

(4) It shall be unlawful for any person driving a vehicle to strike or hit any non-livestock animal upon a public right-of-way or any public property without stopping and assisting the animal or, in the alternative, immediately notifying the Bartlett Police Department.

10-109. Dangerous Dog. (1) An animal control officer shall have the authority to investigate incidents or complaints involving dogs that may be dangerous or that have been deemed dangerous. Nothing in this subsection shall be construed as affecting in any manner the authority of any officer of the Bartlett Police Department.

(2) If, after investigating an incident or complaint, the animal control officer makes an initial determination that a dog should be classified as dangerous, then written notice of the initial determination shall be sent to the owner of the dog. The animal control officer shall issue a mandatory ordinance summons to the owner citing the code section(s) violated and summoning the owner of the dog to the Bartlett Municipal Court on a specified date for a hearing to determine whether the dog is dangerous.

(3) Upon receipt of a mandatory ordinance summons issued pursuant to subsection (2), the owner shall place the dog in a secure boarding facility pending a final decision by the Bartlett Municipal Court. The owner may comply with this subsection by doing either of the following:

(a) The owner shall deliver the dog to the Bartlett Animal Shelter for boarding. The owner shall be responsible for the payment of all boarding fees and other accumulated fees and costs for caring for the dog during the pendency of the action. All applicable fees shall be in accordance with the schedule established by the Board of Mayor and Aldermen. To ensure payment of these fees and costs, the owner shall pay a security bond covering 30-days of boarding and care fees in advance and any incurred veterinary costs and shall tender payment of such bond when the dog is delivered to the Bartlett Animal Shelter. After the initial payment and until the Bartlett Municipal Court authorizes release of the dog, the owner shall continue to post additional security bonds to cover the boarding and care fees in advance and any incurred veterinary costs at 30-day intervals, such that the owner's account shall at all times maintain a credit balance. Upon final disposition of the action and the satisfaction of all accumulated boarding fees and care fees and costs due from the owner, any credit balance of fees and costs advanced in accordance with this subparagraph shall be returned to the owner within a reasonable time.

(b) Alternatively, the owner may board the dog at a licensed veterinary hospital or clinic at the owner's sole expense. Upon accepting the dog for boarding, the veterinary

hospital or clinic shall confirm in writing to the director of the Bartlett Animal Shelter that the dog has been boarded in a licensed veterinary hospital or clinic. If at any time prior to the final disposition of the action the veterinary hospital or clinic ceases boarding the dog, the veterinary hospital or clinic shall immediately notify in writing the director of the Bartlett Animal Shelter of the termination of the boarding of the dog. Upon the owner's failure to board the dog at a licensed veterinary hospital or clinic in accordance with this subparagraph, the owner shall immediately deliver the dog to the Bartlett Animal Shelter for boarding and tender payment of the security bond in accordance with subparagraph (a) of this subsection.

(4) Upon a preponderance of the evidence, a judge of the Bartlett Municipal Court may declare that the dog is dangerous and shall be classified as dangerous. The decision of the judge shall be final, subject to appeal to a higher court of competent jurisdiction.

10-110. Duty of Dangerous Dog Owner. (1) Within thirty (30) days after a dog has been deemed dangerous by a municipal court judge and before the release of the dog from impoundment, the owner of the dog shall obtain:

(a) A certificate of Rabies vaccination for the dog;

(b) A current Rabies license, which license must be worn at all times;

(c) A secure enclosure to confine a dangerous dog and a posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of a dangerous dog on the property or premises and reads: warning dangerous dog on premises;

(d) A permanent electronic implant, such as a registered microchip;

(e) Proof the dog has been spayed or neutered; and

(f) Proof to the animal control authority that public liability insurance or a bond of at least fifty thousand dollars (\$50,000) is in effect insuring the owner of the animal for any damages, whether arising from personal injury or otherwise, that may be caused by the dangerous dog. Such policy must provide for thirty (30) days' notice prior to cancellation or expiration of the policy. In the event such liability insurance or bond is cancelled, lapses, or for any other reason becomes unenforceable, the owner shall be in violation of this chapter and title.

(2) The owner's failure to comply with all requirements within thirty (30) days shall constitute an abandonment of the dog, and the dog may be treated as an unclaimed dog for the purposes of disposition.

(3) The owner shall immediately notify Bartlett Animal Control when a dog that has been deemed dangerous is running at large or unconfined; has bitten a human being; has attacked another animal; before being moved to another address; or before being sold or given away. The owner shall maintain current with Bartlett Animal Control the owner's name, address,

and phone number. Any new owner of a dog that has been deemed dangerous residing in the City of Bartlett shall comply with all requirements of this chapter and title, and, prior to taking ownership of a dog that has been deemed dangerous, the new owner shall demonstrate such compliance with all requirements of this chapter and title to Bartlett Animal Control.

(4) Except as permitted by subsection (5), the owner of a dangerous dog shall keep the dog confined at all times. As used in this subsection, the term “confined” shall mean as follows:

(a) All dangerous dogs shall be securely confined indoors or in a locked secure enclosure. Such enclosure shall be at least twenty (20) feet from any street or sidewalk and ten (10) feet from any property line. All such structures must be adequately ventilated and kept in a clean and sanitary condition at all times, and must be inspected and approved by the Bartlett animal control officer or designee.

(b) No dangerous dog may be kept on a porch or patio or in any part of a house or structure when any unbarred window is open or when any screened window or screened door is the only obstacle preventing the dog from exiting the house or structure.

(5) It shall be unlawful for the owner of a dangerous dog to allow or cause the dog to be outside confinement, as defined in subsection (4), unless the dog is muzzled and restrained by a substantial leash that is no greater than four (4) feet in length and is under the control of a person eighteen (18) years of age or older, who is physically capable of maintaining physical control of the dog. The muzzle shall be made in a manner that prevents the dog from biting any person or animal but will not cause injury to the dog or interference with its vision or respiration.

(6) Upon receipt of a mandatory ordinance summons citing a violation of § 10-105(1), (2), or (3) or subsections (3), (4), or (5) of this section regarding a dog that has been deemed dangerous, the owner shall immediately place the dog in a secure boarding facility in accordance with the provisions of § 10-109(2) pending final disposition of the citation by the Bartlett Municipal Court.

10-111. Disposition of Dogs Causing Death or Serious Bodily Injury. The city attorney or a city prosecutor may petition the general sessions court for an order to destroy any dog that attacks a person or other animal and causes death or serious bodily injury within the corporate limits of the city. The petition shall name the owner of the dog, and the owner shall be given notice in accordance with Rule 4.01 of the Tennessee Rules of Civil Procedure that, if the owner does not appear before the general sessions court within five (5) days of the receipt thereof and show cause why the dog should not be destroyed, then the order shall issue and the dog shall be destroyed.

10-112. Enforcement. Bartlett Animal Control, by and through animal control officers, shall have the power and authority to enforce the provisions of this title. Nothing in this section shall be construed as affecting in any manner the authority of an officer of the Bartlett Police Department.

10-113. Roadside sale of animals prohibited. (1) It shall be unlawful for any person, firm, or corporation to attempt to sell, exchange, trade, barter, lease, rent, donate or display for a commercial purpose any animal on any roadside, public right-of-way, parkway, median, park, playground, swimming pool, or other recreation area, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized.

(2) This section shall not apply to any city animal shelter or nonprofit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals.

(3) This section shall not be construed to prohibit a properly licensed for-profit store from selling or donating any animals on the walkway or parking lot immediately adjacent to such store's physical address.

(4) The sale, exchange, trade, barter, lease, rent, donation or display for a commercial purpose of each animal in violation of this section shall constitute a separate violation and be punishable in accordance with § 10-114.

10-114. Penalty. (1) Any person, firm, partnership, corporation, or other legal entity violating any of the provisions of this title shall be fined not more than fifty (\$50) dollars or the maximum amount permitted by state law, whichever is greater, for each offense, and a separate offense shall be deemed committed for each day of violation.

(2) The provisions of subsection (1) shall not be construed as limiting or otherwise affecting the authority granted to the judges of the Bartlett Municipal Court by the City of Bartlett Charter, the Bartlett Municipal Code, or state law.

Section 2. Title 10, Chapter 2, Section 10-201 shall be amended by removing and replacing text as follows:

10-201. Rabies vaccination required for dogs and cats. In accordance with Tennessee Code Annotated, § 68-8-104, it shall be unlawful for any person to own, keep or harbor in the City of Bartlett any dog, three (3) months or more of age, or any cat, ~~six (6)~~ **three (3)** months or more of age, ~~which—that~~ has not been vaccinated against Rabies. Rabies vaccinations are to be administered by or under the supervision of a licensed veterinarian, who will prepare a certificate in triplicate, the original to be given to the owner, the first copy filed with the local health department, and the second copy retained by the person administering the vaccine. Every dog owner shall attach a metal tag or other evidence of vaccination to a collar, which shall be worn at all times by the dog vaccinated; provided, that the collar may be removed in the case of hunting dogs while in chase or returning from the chase.

Section 3. Title 10, Chapter 2, Section 10-202 shall be amended by removing text; removing and replacing text; and adding text as follows:

10-202. License required for dogs. At the time the Rabies vaccination is administered, dog owners and keepers residing within the City of Bartlett shall be required to pay a City of

Bartlett license ~~of sixteen dollars (\$16.00)~~ for ~~a fertile~~ all dogs. Every owner shall attach a license tag to a collar, which shall be worn at all times by the licensed dog; provided, that the collar may be removed in the case of hunting dogs while in chase or returning from the chase. However, the owner or keeper is hereby granted a ten dollar (\$10.00) discount if the dog is spayed or neutered. Therefore, owners and keepers of spayed or neutered dogs may license their animal upon the payment of only six dollars (\$6.00). Replacement tags will be available for a fee. ~~of three dollars (\$3.00).~~ Said license is not transferrable. Veterinarians are hereby authorized and required to collect the license fee, which is also known as a tag fee on behalf of the City of Bartlett; to retain one dollar (\$1.00) per tag for their expense; and to forward the net collections of license fees to the City of Bartlett ~~Finance Department~~ Animal Shelter on a monthly basis. The fee will be in accordance with the schedule established by the Board of Mayor and Aldermen.

Section 4. Title 10, Chapter 2, Section 10-203 shall be amended by removing text; removing and replacing text; and adding text as follows:

10-203. Animal Control and Shelter rules and regulations. (1) ~~The animal control division supervisor and his/her authorized animal~~ Animal control officers may capture and impound any animal found running at large in violation of § ~~10-104 10-105 at the Bartlett Animal Shelter and notify the owner, if known. Within forty-eight (48) hours of the time that the Bartlett Animal Shelter takes custody of the animal or, if the animal is taken into custody on a Friday, within two (2) business days of the date that the Bartlett Animal Shelter takes custody of the animal, the Bartlett Animal Shelter will make a reasonable effort to locate and notify the animal's owner of its impoundment if the Bartlett Animal Shelter knows or should know that the animal has an owner. Except as provided in subsections (2) and (3), Such~~ such animal shall be held for at least three (3) full business days at the ~~city animal shelter~~ Bartlett Animal Shelter, during which time the owner may identify and redeem the animal upon payment of impound fees, boarding charges, rabies vaccination and license fee, if required. After three (3) full business days of impoundment, the unclaimed animal will become the property of the City of Bartlett and may be designated for adoption, ~~transferred to the Memphis Animal Shelter,~~ or humanely put to sleep at the discretion of the animal control division supervisor.

(2) At the time of capture, animals found to be ~~in very poor health~~ severely diseased or ~~seriously~~ injured may be transported to a veterinary clinic for care at the owner's expense or humanely put to sleep, at the discretion of the animal control division supervisor.

(3) At the time of capture, animals found to be ~~vicious~~ dangerous may be isolated from other animals at the animal shelter, ~~transported to the Memphis Animal Shelter,~~ or humanely put to sleep, at the discretion of the animal control division supervisor. (Ord. #03-02, April 2003)

(4) The City of Bartlett Animal Shelter will accept stray non-livestock animals from Bartlett residents provided the animals were found within the city limits of Bartlett. However, the City of Bartlett Animal Shelter can deny such animal for any reason.

Section 5. Title 10, Chapter 2, Section 10-204 shall be amended by removing and replacing text in the title and by removing and adding text as follows:

10-204. ~~Impound fees and boarding fees charges.~~ (1) A fee will be charged to any owner who identifies and claims an animal, which has been impounded at the City of Bartlett Animal Shelter. **The fee structure is as follows: The fee will be in accordance with the schedule established by the Board of Mayor and Aldermen.**

(a) Thirty dollars (\$30.00) for the first impoundment;

(b) Sixty dollars (\$60.00) for the second impoundment within a twelve (12) month period;

(c) Ninety dollars (\$90.00) for the third and each subsequent impoundment within a twenty-four (24) month period.

(2) In addition to impound fees, the owner of the animal will be required to pay boarding fees in accordance with the schedule established ~~by resolution adopted~~ by the Board of Mayor and Aldermen. **Fees of ten dollars (\$10.00) per day for dogs and seven dollars (\$7.00) per day for cats.**

Section 6. Title 10, Chapter 2, Section 10-205 shall be amended by removing and replacing text as follows:

10-205. Adoptions encouraged. (1) Adoption of unclaimed animals will be encouraged whenever possible. The general health, temperament, case history of the animal, and space availability at the shelter will be considered in determining which animals are designated for adoption and how long they will be held for adoption. The adopter shall pay the City of Bartlett Animal Shelter an adoption fee **in accordance with the schedule established by the Board of Mayor and Aldermen of sixty-five dollars (\$65.00)** at the time of adoption of either a dog or cat. This fee will compensate the city for **spaying or neutering, any medically necessary testing, and all medically necessary vaccines.**

(a) In the case of a dog: canine distemper, hepatitis, adenovirus cough parainfluenza, parvo virus, and corona virus vaccinations; rabies vaccination and license, heartworm check, bordetella treatment, and spay or neuter.

(b) In the case of a cat: panleukopenia, rhinotracheitis, calcivirus and chlamydia vaccinations and rabies vaccination,

(c) FIV/leukemia test and spay or neuter.

(2) The Mayor of the City of Bartlett has the sole authority to adjust the adoption fee for special promotions of adoptions.

Section 7. Title 10, Chapter 2, Section 10-206 shall be amended by removing and adding text as follows:

10-206. Animals surrendered. Any resident of the City of Bartlett may surrender possession and ownership of any unwanted dog or cat to the City of Bartlett Animal Shelter by delivering it to the shelter and paying a surrender fee, ~~of twenty-five dollars (\$25.00)~~ **provided the dog or cat is current on required vaccines, healthy, and does not pose a threat to the shelter staff or the public, and provided further that there is sufficient space at the shelter and accepting the surrender is consistent with all other policies of the shelter.** Said ~~dog or cat~~**animal** may be designated for adoption, ~~transferred to the Memphis Animal Shelter,~~ or humanely put to sleep, at the discretion of the animal control supervisor. **The shelter will not accept owner surrender euthanasia requests and, notwithstanding the dog or cat satisfying the foregoing criteria, can deny a surrender for any reason.**

Section 8. Title 10, Chapter 2, Section 10-207 shall be repealed by deleting the section in its entirety.

~~10-207. Forfeiture established. Any person cited for violating any provision of the ordinances regulating the keeping of animals and fowl may pay a forfeiture of thirty dollars (\$30.00) to the city court clerk in lieu of court appearance.~~

Section 9. This ordinance shall take effect upon January 1, 2026, the public welfare requiring it.

First Reading: October 28, 2025
Second Reading: November 25, 2025
Third Reading: December 9, 2025

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

David Parsons, Mayor

Attest:
Penny Medlock, City Clerk



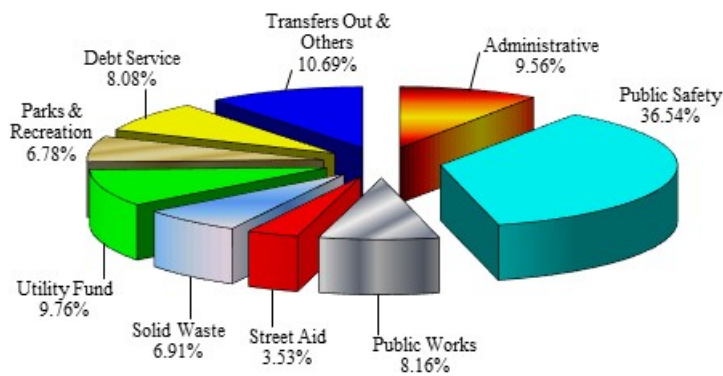
City of Bartlett

FINANCIAL REPORT

October 31, 2025

Total Expenditures, FY 2026 Budget: \$111,624,243

WHERE THE \$ GOES (Does not include School)

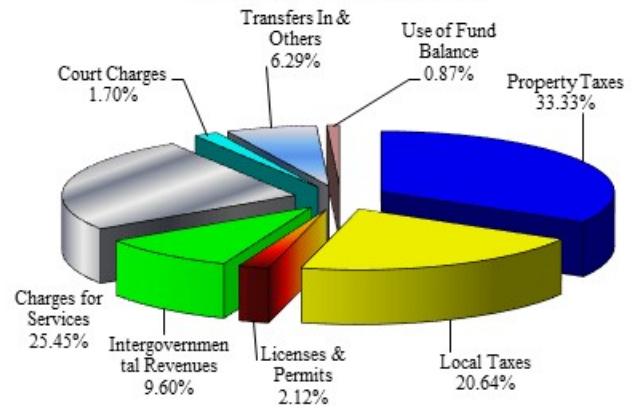


BUDGET HIGHLIGHTS

- June 30, 2025 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2025 year-end.
- Property tax bills were mailed in October and are due February 28.
- Delinquent 2024 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2026 Budget: \$111,624,243

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



FY 2026 YEAR-TO-DATE For The Period Ending October 31, 2025

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 9,237,162	\$ 2,881,618
Public Safety	39,915,789	12,759,199
Public Works	8,032,820	2,480,602
Parks and Recreation	6,432,137	2,154,896
Performing Arts	947,427	310,430
Transfers & Other Gen. Fund Items	7,607,940	2,346,019
Subtotal	\$ 72,173,275	\$ 22,932,765
General Fund Revenues		
Property Taxes	\$ 36,900,000	\$ 1,291,961
Local Taxes	17,954,000	3,111,597
Building and Development Fees	2,347,500	648,796
Intergovernmental	8,586,000	1,276,591
Charges for Services	3,578,775	1,127,288
Court Charges	1,607,000	841,028
Other Revenue	1,200,000	381,631
Subtotal	\$ 72,173,275	\$ 8,678,891
Special Rev. Funds - Expenditures	\$ 16,404,298	\$ 3,270,229
Special Rev. Funds - Revenues	\$ 16,404,298	\$ 4,560,781
Utility Expenses	\$ 14,534,336	\$ 3,050,089
Utility Revenues	\$ 14,534,336	\$ 4,882,359
Debt Service Expenditures	\$ 8,512,334	\$ 5,671,315
Debt Service Revenues	\$ 8,512,334	\$ 1,793,640
Total Expenditures	\$ 111,624,243	\$ 34,924,399
Total Revenues	\$ 111,624,243	\$ 19,915,672

Note: FY 2026 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.



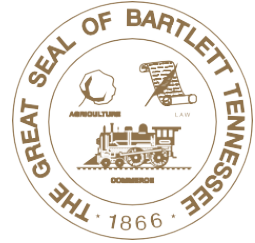
City of Bartlett -- Financial Summary

For The Period Ending For The Period Ending October 31, 2025



	FY 2025 Unaudited Actual	FY 2026 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2025	Year-to-Date Actual FY 2026	Increase/ Decrease in \$	Percent of FY 2025 Actual	Percent of FY 2026 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 8,996,278	\$ 9,237,162	\$ 240,884	\$ 2,961,322	\$ 2,881,618	\$ (79,703)	32.92%	31.20%	-1.72%
Public Safety	36,146,969	39,915,789	3,768,820	11,255,898	12,759,199	1,503,302	31.14%	31.97%	0.83%
Public Works	7,328,791	8,032,820	704,029	2,463,001	2,480,602	17,601	33.61%	30.88%	-2.73%
Parks and Recreation	6,152,994	6,432,137	279,143	2,108,050	2,154,896	46,846	34.26%	33.50%	-0.76%
Performing Arts	897,534	947,427	49,893	291,205	310,430	19,225	32.45%	32.77%	0.32%
Transfers & Other Gen. Fund Items	5,032,296	7,607,940	2,575,645	2,346,019	2,346,019	0	46.62%	30.84%	-15.78%
Total General Fund Expenditures	\$ 64,554,861	\$ 72,173,275	\$ 7,618,414	\$ 21,425,495	\$ 22,932,765	\$ 1,507,270	33.19%	31.77%	-1.41%
General Fund Revenues									
Property Taxes	\$ 30,109,599	\$ 36,900,000	\$ 6,790,401	\$ 438,287	\$ 1,291,961	\$ 853,674	1.46%	3.50%	2.05%
Local Taxes	17,321,673	17,954,000	632,327	3,047,251	3,111,597	64,345	17.59%	17.33%	-0.26%
Building and Development Fees	2,244,221	2,347,500	103,279	703,665	648,796	(54,869)	31.35%	27.64%	-3.72%
Intergovernmental	8,496,867	8,586,000	89,133	1,230,559	1,276,591	46,032	14.48%	14.87%	0.39%
Charges for Services	3,737,759	3,578,775	(158,984)	1,182,500	1,127,288	(55,212)	31.64%	31.50%	-0.14%
Court Charges	1,780,092	1,607,000	(173,092)	573,085	841,028	267,943	32.19%	52.34%	20.14%
Other Revenue	1,596,381	1,200,000	(396,381)	418,493	381,631	(36,862)	26.22%	31.80%	5.59%
Total General Fund Revenues	\$ 65,286,592	\$ 72,173,275	\$ 6,886,683	\$ 7,593,841	\$ 8,678,891	\$ 1,085,050	11.63%	12.03%	0.39%
Special Revenue Funds									
Street Aid Fund	\$ 3,350,662	\$ 4,670,000	\$ 1,319,338	\$ 349,562	\$ 321,776	\$ (27,786)	10.43%	6.89%	-3.54%
Solid Waste Fund	7,413,509	8,222,552	809,043	2,020,373	2,464,257	443,883	27.25%	29.97%	2.72%
General Improvement Fund	837,079	1,346,900	509,821	307,828	423,242	115,415	36.77%	31.42%	-5.35%
Drug Enforcement Fund	193,007	435,500	242,493	98,238	30,299	(67,938)	50.90%	6.96%	-43.94%
DEA Enforcement Fund	44,165	100,800	56,635	5,248	6,574	1,327	11.88%	6.52%	-5.36%
Drainage Control Fund	781,382	1,503,546	722,164	49,770	66,987	17,217	6.37%	4.46%	-1.91%
Park Improvement Fund	0	125,000	125,000	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	34,689	0	(34,689)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	1,882,459	0	(1,882,459)	(1,546,923)	(42,905)	1,504,018	-82.18%	0.00%	82.18%
Special Revenue Funds - Expenditures	\$ 14,536,953	\$ 16,404,298	\$ 1,867,345	\$ 1,284,095	\$ 3,270,229	\$ 1,986,135	8.83%	19.94%	11.10%
Special Revenue Funds - Revenues	\$ 18,806,158	\$ 16,404,298	\$ (2,401,861)	\$ 2,929,401	\$ 4,560,781	\$ 1,631,380	15.58%	27.80%	12.23%
Utility Fund									
Total Utility Operations	\$ 13,402,647	\$ 13,901,584	\$ 498,937	\$ 2,384,385	\$ 2,672,010	\$ 287,625	17.79%	19.22%	1.43%
Total Utility Debt Expenses	496,079	632,752	136,673	371,551	378,079	6,528	74.90%	59.75%	-15.15%
Total Utility Expenses	\$ 13,898,726	\$ 14,534,336	\$ 635,610	\$ 2,755,937	\$ 3,050,089	\$ 294,153	19.83%	20.99%	1.16%
Total Utility Revenues	\$ 13,392,768	\$ 14,534,336	\$ 1,141,568	\$ 4,601,663	\$ 4,882,359	\$ 280,696	34.36%	33.59%	-0.77%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,533,195	\$ 8,512,334	\$ (20,861)	\$ 5,882,202	\$ 5,671,315	\$ (210,888)	68.93%	66.62%	-2.31%
Total Debt Service Revenues	\$ 8,433,536	\$ 8,512,334	\$ 78,798	\$ 1,794,118	\$ 1,793,640	\$ (478)	21.27%	21.07%	-0.20%
Total Expenditures	\$ 101,523,735	\$ 111,624,243	\$ 10,100,508	\$ 31,347,728	\$ 34,924,399	\$ 3,576,670	30.88%	31.29%	0.41%
Total Revenues	\$ 105,919,054	\$ 111,624,243	\$ 5,705,188	\$ 16,919,023	\$ 19,915,672	\$ 2,996,649	15.97%	17.84%	1.87%

Board of Mayor and Aldermen
November 25, 2025



Item Memo

Consent Summary:

Recommend approval to purchase one 2026 Ford F250 4x4 SD crew cab truck from Lonnie Cobb Ford through the State of Tennessee vehicle contract at a total cost of \$53,163.00.

Formal Body:

Bartlett Fire Department requests approval to purchase one 2026 F250 4x4 SD Crew Cab Truck from Lonnie Cobb Ford at a total cost of \$53,163.00. This vehicle will be purchased utilizing the State of Tennessee vehicle contract SWC #209 and is needed to replace existing vehicles taken out of service due to mechanical failures, accidents, and or age.

Funds are available in Account 110.42200.935.

Thank you for your consideration.

Attachments:

2026 Ford F250 4x4 SD Crew Cab Truck. 11182025



Prepared by: STEVEN BLACKSTOCK

11/14/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 630

Re: Vehicle Proposal 11/14/2025

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

SWC 209
Lonnie cobb Ford contract # 88764



Prepared by: STEVEN BLACKSTOCK

11/14/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 630

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
11/14/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 630

As Configured Vehicle

Code	Description	MSRP
W2B	Base Vehicle Price (W2B)	\$56,500.00
603A	Order Code 603A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - GVWR: 10,000 lb Payload Package - Wheels: 18" Sparkle Silver Painted Cast Aluminum - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - Ford Connectivity Package (1-Year Included) Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan. - SYNC 4 Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4) <i>Spare may not be the same as road tire.</i>	\$265.00
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum	Included
2	Cloth 40/Console/40 Front Seats <i>Includes 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests.</i> <i>Includes:</i> - Flow-Through Console Includes 400W pro power onboard in rear.	\$525.00
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/14/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 630

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 6 speakers.</i>	
	<i>Includes:</i>	
	- Ford Connectivity Package (1-Year Included)	
	<i>Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>	
	- SYNC 4	
	<i>Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
17X	FX4 Off-Road Package	\$600.00
	<i>Includes:</i>	
	- Hill Descent Control	
	- Off-Road Specifically Tuned Shock Absorbers	
	<i>Includes front/rear.</i>	
	- Transfer Case & Fuel Tank Skid Plates	
	- Unique FX4 Off-Road Box Decal	
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
2S_02	Medium Dark Slate w/Cloth 40/Console/40 Front Seats	N/C
SUBTOTAL		\$58,320.00
Destination Charge		\$2,595.00
TOTAL		\$60,915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
11/14/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 630

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$56,500.00
Options	\$1,820.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,595.00
Subtotal	\$60,915.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$7,752.00
Total		\$53,163.00

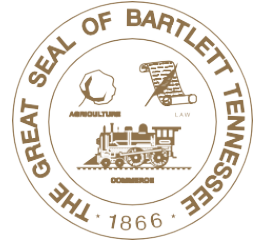
Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Board of Mayor and Aldermen
November 25, 2025

Item Memo



Consent Summary:

Recommend approval to purchase software for applicant management from NeoGov at a cost of \$7,500.00 the first year, \$27,120.00 the second year, and \$36,160.00 the third year. This contract would be purchased through our cooperative purchasing agreement, Sourcewell.

Formal Body:

Attachments:

PowerDMS, November, IT



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records

Account Number: A-675969
Customer: Bartlett, City of (TN)
Effective Employee Count: 532
Sales Rep: Wesley Taylor

Order Details

Order #: Q-426875
Valid Until: 11/30/2025
Start Date: Last signature date

Customer Contact

Billing Contact: Bartlett, City of (TN)
Kevin Franz
Billing Address: 6400 Stage Road
Bartlett, TN 38134-3739
Billing Contact Email: kfranz@cityofbartlett.org
Billing Phone: 901-385-6464

Shipping Contact : Bartlett, City of (TN)
Kevin Franz
Shipping Address: 6400 Stage Road
Bartlett, TN 38134-3739
Shipping Contact Email: kfranz@cityofbartlett.org
Shipping Phone: 901-385-6464

Payment Terms

Payment Term: Net 30
PO Number:

Notes:

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Recruit Subscription	Recurring	12	Employee Based	\$7,500.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
Year 1 TOTAL:				\$7,500.00

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Recruit Subscription	Recurring	12	Employee Based	\$19,620.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
Recruit Setup	Services	12	Employee Based	\$7,500.00
Year 2 TOTAL:				\$27,120.00

Year 3

Item	Type	Term (Months)	License Type	Total (USD)
Recruit Subscription	Recurring	12	Employee Based	\$36,160.00
Includes Insight, Onboard, Governmentjobs.com, Candidate Text Messaging (CTM)				
Year 3 TOTAL:				\$36,160.00



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Total: | \$70,780.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the Services purchased pursuant to this Order Form are being procured through NEOGOV's Sourcewell contract #030425-PDMS and are subject to the negotiated NEOGOV Services Agreement affixed hereto. The Services provided to Sourcewell member #27612 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Bartlett, City of (TN)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: _____

Printed Name: _____

Title: _____

Date: _____

11/18/2025 | 2:44:16 PM PST

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.



3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.



- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement, unless such termination was due to NEOGOV's material breach of this Agreement, in which case Customer shall have no further payment obligation to NEOGOV and shall be entitled to a refund of any prepaid fees covering the period from the date of termination to the end of the then-current Term. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.



- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any of its users can be derived from such data.



- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services. NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
 11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
 12. Nondisclosure.



- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential. Customer’s Confidential Information includes its Customer Data. NEOGOV understands that Customer is a governmental entity that is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503 (“Public Records Act”); that Customer will act at all times in compliance with the Public Records Act; and that nothing in this provision is intended to contravene the provisions of the Public Records Act. NEOGOV further understands and acknowledges that Customer’s disclosure of information in response to a request made under the Public Records Act shall not constitute a breach of this Agreement nor shall it subject Customer to any claim for damages of any kind. Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein. Nothing in this provision shall alter or affect in any way Customer’s obligations under the Public Records Act.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. In the event Customer receives a request under the Public Records Act that involves this Agreement, Customer shall have the sole and exclusive right to determine the appropriate response to such a request. To the extent practicable and not inconsistent with the Public Records Act, Customer will exercise reasonable care to provide notice of the request to NEOGOV so that NEOGOV may determine whether it wishes to file a legal action to contest the request. In no event, however, shall Customer have any obligation to delay responding to the request in order to provide such notice to NEOGOV or to enable NEOGOV to initiate any legal action NEOGOV wishes to pursue. Nothing in this subsection shall adversely affect or otherwise impair Customer’s sole and exclusive right to determine the appropriate response to any request under the Public Records Act involving this Agreement.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party’s proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,



NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE



INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) **No Medical Advice.** Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) **Customer Indemnity.** Customer is prohibited by law from indemnifying NEOGOV or any third parties.
- b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from all liabilities, losses, damages, costs, and expenses, including, but not limited to, reasonable attorney's fees and the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, arising out of such claim by a third party.
 - i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of



its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR DAMAGES FOR ANY: (a) LOSS OF PRODUCTION, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) COST OF REPLACEMENT GOODS; (c) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (d) CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THIS PROVISION SHALL NOT APPLY TO NEOGOV'S INDEMNITY OBLIGATIONS UNDER SECTION 14.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED; INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, INCLUDING CLAIMS FOR INDEMNITY UNDER SECTION 14, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, INCLUDING CLAIMS ARISING FROM LOSS, DELAY, OR IMPAIRMENT OF THE SERVICES OR THE USE OF THE SERVICES OR LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA OR THE COST OF REPLACING THE SERVICES, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NOTWITHSTANDING THE FOREGOING, NEOGOV'S TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING FROM NEOGOV'S BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO FIVE (5) TIMES THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served by Customer to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION



SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.



19. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. **Force Majeure.** Except for Customer's payment obligations to NEOGOV so long as Service continues to be provided, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; and (i) internet service interruptions or slowdowns, vandalism or cyber-attacks. In the event NEOGOV is unable to perform its obligations under this Agreement due to force majeure, Customer shall be entitled to a refund of any prepaid fees covering the period in which NEOGOV is unable to perform.
21. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. **General.**
 - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in a state or federal court of competent subject matter jurisdiction in Shelby County, Tennessee. NEOGOV knowingly and intentionally waives all objections to the personal jurisdiction of the courts in Shelby County, Tennessee or to venue in Shelby County, Tennessee.
 - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic



mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.



Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.



Exhibit B Integration Terms Addendum

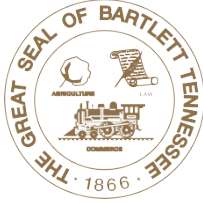
NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth



in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



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

Resolution 43-25

**Meeting: 11/25/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 43-25, a resolution to amend the Fiscal Year 2026 Grant Fund Budget to appropriate \$13,700 for equipment funded by the State of Tennessee Training Equipment Grant Program.

WHEREAS, the State of Tennessee Corrections Institute has submitted a grant contract for \$13,700 in funding for its FY2026 Training Equipment Grant program for the Bartlett Police Department; and

WHEREAS, the city of Bartlett Police Department will be reimbursed for actual, reasonable, and necessary costs based upon the provided grant budget document as described in the attached Governmental Grant Contract and Exhibit B; and

WHEREAS, the City of Bartlett wishes to accept this grant for the purpose of acquiring the specified equipment shown in the grant budget document.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2026 Grant Fund budget is amended to appropriate \$13,700 in revenues and expenditures for the State of Tennessee FY2026 Training Equipment Grant program for purchasing this much needed equipment as follows:

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33686.02425	TN Corrections Institute Grant	\$13,700	
131.42100.933.02425	Data Processing Equipment		\$13,700

Adopted this day of November 25, 2025

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

November 10, 2025

David Parsons
City of Bartlett
3730 Appling Rd
Bartlett, TN 38133-2745

Dear The Honorable County Mayor Parsons:

Enclosed is the contract for your **FY26 TRAINING EQUIPMENT GRANT** award.

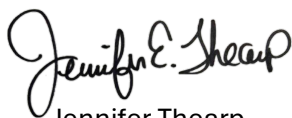
To accept this grant award, please print a single-sided copy of the attached **Grant Contract** and **Certification Forms**, and as the Authorized Official for your agency, you are required to sign and date the documents in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. An image of the signed contract is unacceptable. The signed contract itself, either in paper or electronic format, is required.

Please return the contract **VIA EMAIL** to TCI.Operations@tn.gov no later than November 21, 2025.

After the State of Tennessee has approved the Contract, a fully executed copy will be returned to your agency. **No expenses can be incurred until this process is complete;** therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible. Please ensure that the EDISON Vendor ID is correct in your contract.

I am the grants manager for this grant. For questions or assistance regarding this contract, please contact me at 615-981-6504 or Jennifer.Thearp@tn.gov.

Sincerely,



Jennifer Thearp
TCI Program Manager

CC: Director of Procurement and Grants David Parsons, Bartlett police Department
John Keys, Jail Administrator

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 12/01/2025		End Date 04/30/2026		Agency Tracking # 31609-0234	Edison ID 87866
Grantee Legal Entity Name City of Bartlett					Edison Vendor ID 79759
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Grantee's fiscal year end 06/30			
Service Caption (one line only) FY26 Training Equipment Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$13,700.00				\$13,700.00
TOTAL:	\$13,700.00				\$13,700.00
Grantee Selection Process Summary					
☒ Competitive Selection		A competitive selection process was utilized pursuant to the DGA.			
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE CORRECTIONS INSTITUTE
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Corrections Institute, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Bartlett, hereinafter referred to as the "Grantee," is for the provision of FY26 Training Equipment Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 79759

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. **Service Goals.** To procure, install, and utilize new training equipment that assists in the successful execution and facilitation of correctional staff training.
- A.4. **Service Recipients.** Type 1 Local Correctional Adult Facilities as defined by Chapter 1400-01 Minimum Standards for Local Correctional Facilities, 1400-01-.02 (4)(a).
- A.5. **Service Description.** The grantee shall utilize grant funding to purchase items that ensure the Grantee completes the Service Goals. The grantee shall:
 - a. Purchase training-related equipment prior to the grant end date, and ensure that all equipment and services are used for training corrections and jail-based employees.
 - b. Follow local procurement policies and procedures.
 - c. Submit documentation to the State that purchased equipment was received and installed prior to the grant expiration date.
- A.6. **Incorporation of Additional Documents.** Each of the following documents is included as part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. The Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below;
 - b. The State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 12/01/2025 ("Effective Date") and extend for a period of five (5) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirteen Thousand Seven Hundred Dollars and No Cents (\$13,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Corrections Institute
279D Stewarts Ferry Pike
Nashville, TN 37214

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Corrections Institute, Admin & Fiscal
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jennifer Thearp, Program Manager
Tennessee Corrections Institute
279D Stewarts Ferry Pike
Nashville, TN 37214
Jennifer.Thearp@tn.gov
Telephone # 615-981-6504
FAX # n/a

The Grantee:

John Keys, Jail Administrator
Bartlett police Department
3730 Appling Rd

Bartlett, TN 38133-2745
jkeys@bartlettspolice.org
Telephone # 901-734-6617
FAX # N/A

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this

Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

- Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Prison Rape Elimination Act (PREA). The Grantee must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

IN WITNESS WHEREOF,

CITY OF BARTLETT:



 GRANTEE SIGNATURE 11/14/25
DATE

David Parsons, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE CORRECTIONS INSTITUTE:



 WILLIAM WALL, EXECUTIVE DIRECTOR 11-17-2025
DATE

Scope of Services TCI Training Equipment Grant FY 2026

APPLICANT AGENCY NAME: City of Bartlett

LAW ENFORCEMENT AGENCY NAME: Bartlett Police Department

A. AGENCY INFORMATION

A.1. Is your agency a Type 1 Local Adult Correctional Facility located in the State of Tennessee? Answer Yes or No.

Yes

A.2. Is your agency currently Tennessee Corrections Institute certified? (Answer Yes or No). *Decertified agencies may apply for the grant but must appear before the September Board of Control meeting to obtain permission to participate in the grant.*

Yes

B. INPUTS

B.1. Overview: Please **describe** your project in broad terms.

The Bartlett Police Department seeks to enhance the effectiveness, accountability, realism, and consistency of its staff training program through the acquisition of three dedicated computer workstations for shift supervisors and a conferencing device. These workstations and conferencing device will be utilized to administer, document, and monitor training activities for correctional personnel under their supervision.

B.2. Please explain why these items will help your agency perform or improve training for correctional staff.

By equipping each shift with a dedicated workstation, supervisors will have secure, reliable access to the facility's training management system and digital resources. This will allow for real-time updates to training records, streamlined reporting, and improved communication with administrative staff responsible for training compliance and accreditation. By equipping a conferencing device, training can be expanded to include scenarios utilizing multiple locations at a time to add additional realism for the trainee.

B.3. Please **describe any problems** you are having with your current training equipment or why your current training area needs to be remodeled.

Currently, training tracking and documentation are performed on shared or outdated systems, resulting in inefficiencies, delays, and limited access to critical training data. Supervisors often lack immediate access to records, making it difficult to verify staff compliance with mandatory training standards, schedule remedial instruction, or track ongoing professional development initiatives. We are also limited in the scope and range our scenario training covers due to lack of ability to project the scenario across multiple locations at once we are limited to single area scenarios.

B.4. Please describe in detail the items you want to buy by filling out the table below. This should match your budget. Please note that all items purchased must be for the purpose of training correctional staff. It is not for general equipment, inmate equipment, or patrol equipment. It must support a training need.

Item Number	Item Description/Name	How Many?	Estimated Cost?	Estimated shipping cost?
1	HP Z2 SFF G9 Series	3	\$7,200.00	
2	HP P34hc G4 WQHD USB-C Curved MNTR	6	\$4,800.00	
3	Barco Wireless Conferencing System	1	\$1,700.00	

- B.5. Please provide a brief **grant timeline** including the purchase date, the date equipment is expected to arrive, and when it will be deployed. If it is construction-related, please describe what the project is and how long it will take.

Purchases will begin upon grant approval, and upon receipt of purchase which usually takes 3-5 business days, it will be installed. The entire process should take less than two weeks.

- B.6. How will Corrections Officers benefit from this grant expenditure? Please be specific.

The implementation of these workstations directly supports the facility's mission to maintain a safe, secure, and professionally trained workforce. This investment will strengthen operational readiness, ensure adherence to state and federal training requirements, and promote accountability among supervisory staff.

- B.7. How many Correctional Officer positions does your agency have, and how many of those positions are filled?

20 positions and 16 filled.

- B.8. What is the name of your grant Project Director? This is the person who will be responsible for this grant. They will oversee purchases and ensure all equipment is received and accounted for.

Lt. John S. Keys Jr.

- B.9. What is the name of your Finance Director? This is the person who will be responsible for ensuring that purchase orders are issued for this grant equipment (when applicable) and that expenses match the equipment listed on this grant. TCI will *not reimburse or pay for unapproved equipment*. This must be a different person than the Project Director.

Dick Phebus

- B.10. We understand and agree that the City of Bartlett can only buy the equipment that was approved in this grant contract and budget. If something is not listed in the contract in section B.4. above, then we are not allowed to buy it with grant money. We will not ask to get money back for things we are not allowed to buy. If we want to add something or change something after the contract is signed, we must ask for permission to change the grant, as explained in paragraph C.6. This includes shipping and handling fees. We also understand that the % rule does not apply to this year's TCI grant. The Grant Project Director's signature below confirms understanding of this rule.

Grant Project Director signature: John S. Keys Jr Date: 09/12/2025

C. DATA COLLECTION

- C.1. Please note that under the terms of the grant your agency will be required to provide receipts, purchase orders, photos of purchased equipment, and invoices to close out the grant. Documentation must be submitted no later than 30 days after the expiration of the grant contract and before the final invoice is paid. Please describe the process you will follow to ensure that all purchases are documented and submitted.

ATTACHMENT A

Upon approval, invoices provided by the approved vendor will be forwarded to the grant committee. Upon receipt and setup of items, photos will be taken. This will include photo documentation of the make, model, and serial numbers of each purchased item.

GRANT BUDGET				
AGENCY NAME: City of Bartlett, Bartlett Police Department				
FUND SOURCE: STATE				
SOLICITATION IDENTIFICATION TITLE: FY26 TRAINING EQUIPMENT GRANT				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: DATE 12/01/2025 END: 04/30/2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$13,700.00	\$0.00	\$13,700.00
	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance ²	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Capital Purchase ²	\$0.00	\$0.00	\$0.00
	Indirect Cost ²	\$0.00	\$0.00	\$0.00
	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$13,700.00	\$0.00	\$13,700.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

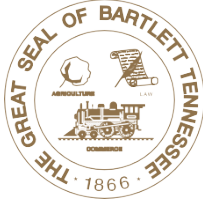
AGENCY NAME: City of Bartlett, Bartlett Police Department

FUND SOURCE: STATE

SOLICITATION IDENTIFICATION TITLE: FY26 TRAINING EQUIPMENT GRANT

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Sensitive Minor Equipment: <i>(3)HP Computers, (6) HP Monitors</i>	\$12,000.00
All Other Items: <i>Barco Wireless Conferencing System</i>	\$1,700.00
TOTAL	\$13,700.00

Item Description	Number to Buy
<i>HP Z2 SFF G9 Series computers</i>	3
HP P34HC WQHD USB-C Curved Monitors	6
Barco Wireless Conferencing System	1



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

Ordinance 25-09

Meeting: 11/25/2025 6:00 PM
Department: Planning
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Melissa McAfee,
Administrative Secretary
Initiator:
Sponsors:

Ordinance 25-09, an Ordinance to Rezone From “RS-18” Single Family Residential to “RS-15” Single Family Residential Parcel B0148 00901.

WHEREAS, an application has been received to rezone property described herein from “RS-18” Single Family Residential to “RS-15” Single Family Residential; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 3rd day of November 2025, and notice thereof published in The Bartlett Express, and made a favorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 13th day of January 2026, and notice thereof published in The Bartlett Express,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby rezoned from “RS-18” to “RS-15”:

Description of a tract of land owned by Sammy Guffin as recorded in the Shelby County Register of Deeds office (SCRO) instrument number 19106818 and being described more precisely as follows:

Commencing at the intersection of Wellsgate Point and Old Brownsville Road; thence north 82 degrees 58 minutes 33 seconds east 233.0' more or less to a set 1/2 inch iron pin with a yellow cap reading WHP 3025 in the north right way of Old Brownsville Road (114' R.O.W.) having coordinates N 358639.15 E 8202929.53 based on Tennessee state plane coordinate system and being the southwest corner of the Rick Mroch property as recorded in SCRO instrument 19043404 and also being the point of beginning; thence following along the north line of Old Brownsville Road

The following two calls north 82 degrees 54 minutes 29 seconds west, a distance of 478.34 feet to a set iron 1/2 inch pin with a yellow cap reading WHP 3025 and the beginning of a curve to the right; thence along said curve, having a radius of 1817.36 feet and a central angle of 3 degrees 30 minutes 43 seconds, a tangent of 55.72 feet, being subtended by a chord which bears north 82 degrees 40 minutes 24 seconds west 111.38, a distance of 111.40 feet to a point of a cusp being a set chisel mark in the existing sidewalk and also being the

southeast corner of lot 43 of the Kings Crossing P.D. Phase 1 as recorded in SCRO Plat Book 203, Page 24; thence following along the east lines of lots 21-25, 30-31, 37-38, and 43 of the said Kings Crossing P.D. phase 1 north 10 degrees 04 minutes 46 seconds east, a distance of 1597.42 feet passing several found 1/2 inch iron pins of said lots to a set 1/2 inch iron pin with a yellow cap reading WHP 3025 and also being the northeast corner of lot 21 of the said Kings Crossing P.D. Phase 1 and the southwest corner of lot 75 of the Kings Crossing P.D. Phase 2 as recorded in SCRO Plat Book 202, Page 33; thence following the south line of lots 72-75 of said Kings Crossing P.D. Phase 2 south 80 degrees 09 minutes 12 seconds east, a distance of 615.74 feet to a set 1/2 inch iron pin with a yellow cap reading WSP 3025 also being the southeast corner of lot 72 of the said Kings Crossing P.D. Phase 2 and being a point in the west line of lot 74 of the Stonecrest P.D. as recorded in SCRO Plat Book 211, Page 11; thence following the west lines of lots 58-59, b, 68-74 of the said Stonecrest P.D. south 11 degrees 10 minutes 33 seconds west, a distance of 1184.62 feet to a found 1/2 inch iron pipe being the southwest corner of lot 58 of the said Stonecrest P.D. and also being the northwest corner of the said Rick Mroch property; thence following the west line of the said Rick Mroch property south 10 degrees 41 minutes 36 seconds west, a distance of 385.26 feet to the point of beginning.

Containing 21.85 acres, more or less

SECTION 2. SEVERABILITY – Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE – This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 25, 2025
Second Reading: December 9, 2025
Third Reading: January 13, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



Rezone Application

Date: 09/24/2025

Project Information

Property Address: 0 Old Brownsville Road

Project Name:

Description: Single Family

Present Zoning: RS-18

of Lots: 55

Applicant / Owner

Applicant Name: Jim Curtis

Company Name: GBI Contractors

Address: 110 Campground Road

City, State, Zip: Redbanks, MS, 38661

Phone: N/A

Email: jim@gbicontractors.com

Owner Name: Sammy Guffin

Company Name: N/A

Address: 95 8th Street, NW Apt 1803

City, State, Zip: Atlanta, GA 30309

Phone: N/A

Email: N/A

Architect / Engineer

Architect Contact: N/A

Company Name: N/A

Address: N/A

City, State, Zip: N/A

Phone: N/A

Email: N/A

Architect Contact: Tim Dagastino

Company Name: WH Porter

Address: 6055 Primacy Parkway, Suite 115

City, State, Zip: Memphis, TN 38119

Phone: 9013639453

Email: tdagastino@whporter.com

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

Tim Dagastino

Name

09/24/2025

Date

**Bartlett Planning and
Economic Development Department**
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Bartlett Planning Commission **Application for Rezoning**

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Zoning RS-15

Property Address 0 Old Brownsville Road

Present Zoning RS-18

Owner/Developer Contact Jim Curtis Phone 901-848-9821

Company Name GBI Contractors, INC Fax N/A

Address Redbanks, MS 38661

Architect Contact Not Applicable Phone _____

Company Name _____ Fax _____

Address _____

Engineer Contact Tim Dagastino Phone 901-409-5700

Company Name W. H. Porter Consultants Fax N/A

Address 6055 Primacy Parkway, Suite 115

Submitted by Tim Dagastino Tim Dagastino 5/22/25
(printed name) (signature) (date)

Email Address tdagastino@whporter.com Phone 901-409-5700 Fax N/A

- ☒ Attach a checked-off "**Rezoning Checklist**" and all items required therein.
- ☒ **TD** Acknowledge (by initials in the blank to the left) that the "**Application Instructions: Planning Commission**" were obtained and read prior to submitting this application.
- ☒ Provide 18-folded ($\pm$ 10"x13") sets of plans with a copy of the signed application attached to each set.
- ☒ Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
- ☒ Include a fee with this application (check payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$100 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

I, the property owner(s) hereby authorize the filing of this application.

GUFFIN SAMMY

(print name)

GUFFIN SAMMY
(signature)

09/16/2025

(date)

Rezoning Checklist

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

- ☒ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
 - ☒ Adjoining public street rights-of-way
 - ☒ Area (acres)
 - ☒ Present zoning
 - ☒ Requested zoning, including purpose (attach statement, one page maximum)
 - ☒ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - ☒ Drainage
 - ☒ Driveways
 - ☒ Parking area
 - ☒ Buffer planting areas
 - ☒ Type and location of any easements
 - ☒ Other pertinent information as required through staff consultation.
- ☒ Legal description (may be attached to plot plan).
- ☒ One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

- ☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

- ☒ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

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

Sign to be Erected

The party requesting the rezoning must place a 4' x 4' sign on the property at least fifteen (15) days before a public hearing at the Planning Commission level and Board of Mayor and Aldermen level.

The sign shall clearly state

- the existing and proposed zoning of the tract;
- the name, address, and phone number of the party requesting the rezoning;
- the time and date of the public hearing; and
- the telephone number of the Bartlett Planning Department.

The location of the sign on the property is subject to approval by the Planning Department.

Re-application

When an application for rezoning is rejected, no re-application may be made on the same property for at least twelve months after the date of rejection.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

W. H. PORTER CONSULTANTS, PLLC

6055 Primacy Parkway, Suite 115
Memphis, Tennessee 38119
(901) 363-9453 FAX: (901) 363-2722

Engineers, Planners, Surveyors, Consultants

October 6, 2025

Kim Taylor
Director
City of Bartlett
Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Request for Rezoning from RS-18 to RS-15
Parcel: B014 00901

Ms. Taylor:

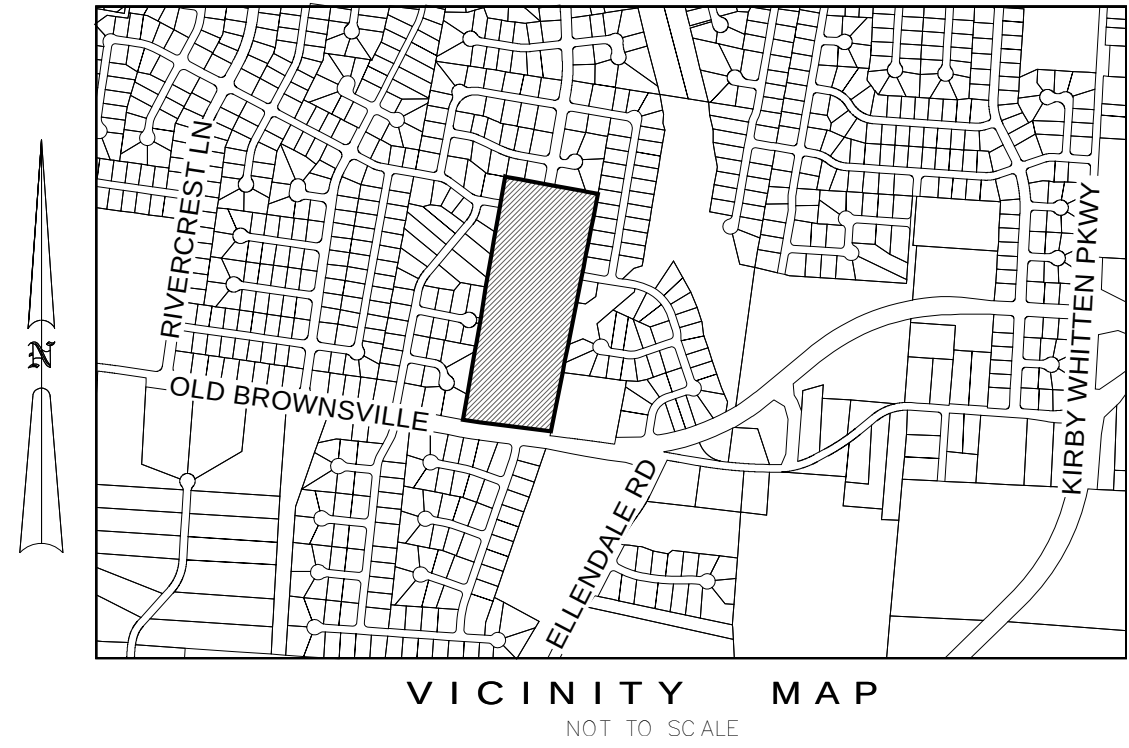
We are pleased to submit an application for rezoning on behalf of GBI Contractors LLC. The 21.85 acre subject property is located on the north side of Old Brownsville Road approximately 0.75 miles west of Kirby Whitten Parkway. All of the parcels located to the east, west, and north of the property are zoned RS-18 and the parcels located on the south side of Old Brownsville Road or zoned RS-15. While most of the adjacent land is zoned RS-18, the existing developments are Planned Developments which allowed for smaller lots than permitted in the zoning district. Both Stone Crest Planned Development and Kings Crossing Planned Development contain numerous lots that are comprised of less than 15,000 square feet.

Thanks for your time and attention to this request. Please do not hesitate to call if you have any questions or concerns.

Sincerely,



Tim Dagastino
Land Planner/Designer



LEGAL DESCRIPTION:

DESCRIPTION OF A TRACT OF LAND OWNED BY SAMMY GUFFIN AS RECORDER IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE (SCRO) INSTRUMENT NUMBER 19106818 AND BEING DESCRIBED MORE PRECISELY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WELLSGATE POINT AND OLD BROWNSVILLE ROAD; THENCE NORTH 82 DEGREES 58 MINUTES 33 SECONDS EAST 233.0' MORE OR LESS TO A SET 1/2 INCH IRON PIN WITH WITH A YELLOW CAP READING WHP 3025 IN THE NORTH RIGHT WAY OF OLD BROWNSVILLE ROAD (114' R.O.W.) HAVING COORDINATES N 358639.15 E 8202929.53 BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM AND BEING THE SOUTHWEST CORNER OF THE RICK MROCH PROPERTY AS RECORDED IN SCRO INSTRUMENT 19043404 AND ALSO BEING THE POINT OF BEGINNING;THENCE FOLLOWING ALONG THE NORTH LINE OF OLD BROWNSVILLE ROAD THE FOLLOWING TWO CALLS NORTH 82 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 478.34 FEET TO A SET IRON 1/2 INCH PIN WITH A YELLOW CAP READING WHP 3025 AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1817.36 FEET AND A CENTRAL ANGLE OF 3 DEGREES 30 MINUTES 43 SECONDS, A TANGENT OF 55.72 FEET, BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82 DEGREES 40 MINUTES 24 SECONDS WEST 111.38, A DISTANCE OF 111.40 FEET TO A POINT OF A CUSP BEING A SET CHISEL MARK IN THE EXISTING SIDEWALK AND ALSO BEING THE SOUTHEAST CORNER OF LOT 43 OF THE KINGS CROSSING P.D. PHASE 1 AS RECORDED IN SCRO PLAT BOOK 203, PAGE 24; THENCE FOLLOWING ALONG THE EAST LINES OF LOTS 21-25, 30-31, 37-38, AND 43 OF THE SAID KINGS CROSSING P.D. PHASE 1 NORTH 10 DEGREES 04 MINUTES 46 SECONDS EAST, A DISTANCE OF 1597.42 FEET PASSING SEVERAL FOUND 1/2 INCH IRON PINS OF SAID LOTS TO A SET 1/2 INCH IRON PIN WITH A YELLOW CAP READING WHP 3025 AND ALSO BEING THE NORTHEAST CORNER OF LOT 21 OF THE SAID KINGS CROSSING P.D. PHASE 1 AND THE SOUTHWEST CORNER OF LOT 75 OF THE KINGS CROSSING P.D. PHASE 2 AS RECORDED IN SCRO PLAT BOOK 202, PAGE 33; THENCE FOLLOWING THE SOUTH LINE OF LOTS 72-75 OF SAID KINGS CROSSING P.D. PHASE 2 SOUTH 80 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 615.74 FEET TO A SET 1/2 INCH IRON PIN WITH A YELLOW CAP READING WSP 3025 ALSO BEING THE SOUTHEAST CORNER OF LOT 72 OF THE SAID KINGS CROSSING P.D. PHASE 2 AND BEING A POINT IN THE WEST LINE OF LOT 74 OF THE STONECREST P.D. AS RECORDED IN SCRO PLAT BOOK 211, PAGE 11; THENCE FOLLOWING THE WEST LINES OF LOTS 58-59, B. 68-74 OF THE SAID STONECREST P.D SOUTH 11 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 1184.62 FEET TO A FOUND 1/2 INCH IRON PIPE BEING THE SOUTWEST CORNER OF LOT 58 OF THE SAID STONCREST P.D. AND ALSO BEING THE NORTWEST CORNER OF THE SAID RICK MROCH PROPERTY; THENCE FOLLOWING THE WEST LINE OF THE SAID RICK MROCH PROPERTY SOUTH 10 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 385.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.85 ACRES, MORE OR LESS

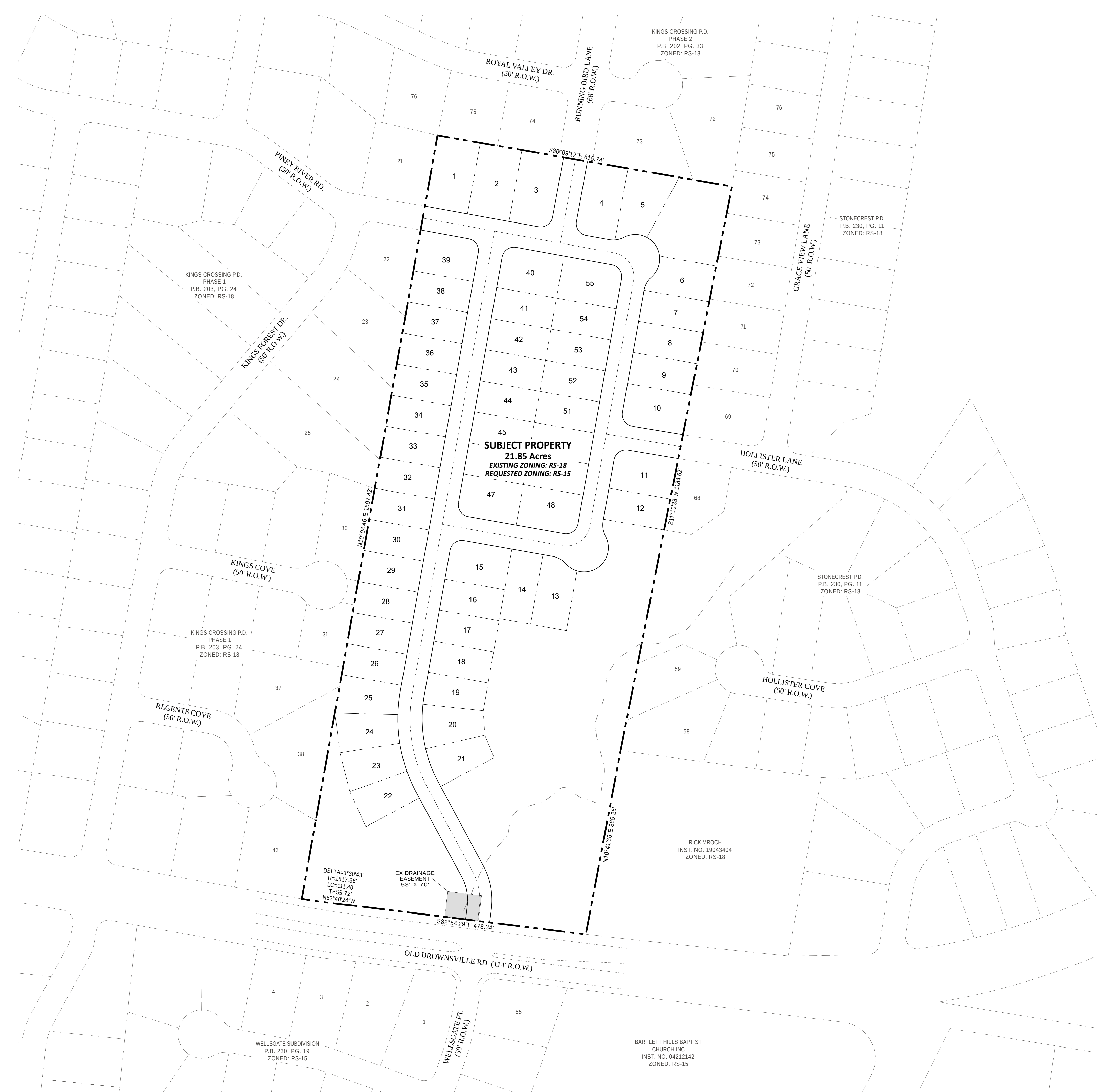


GRAPHIC SCALE 1 inch = 100 FT.

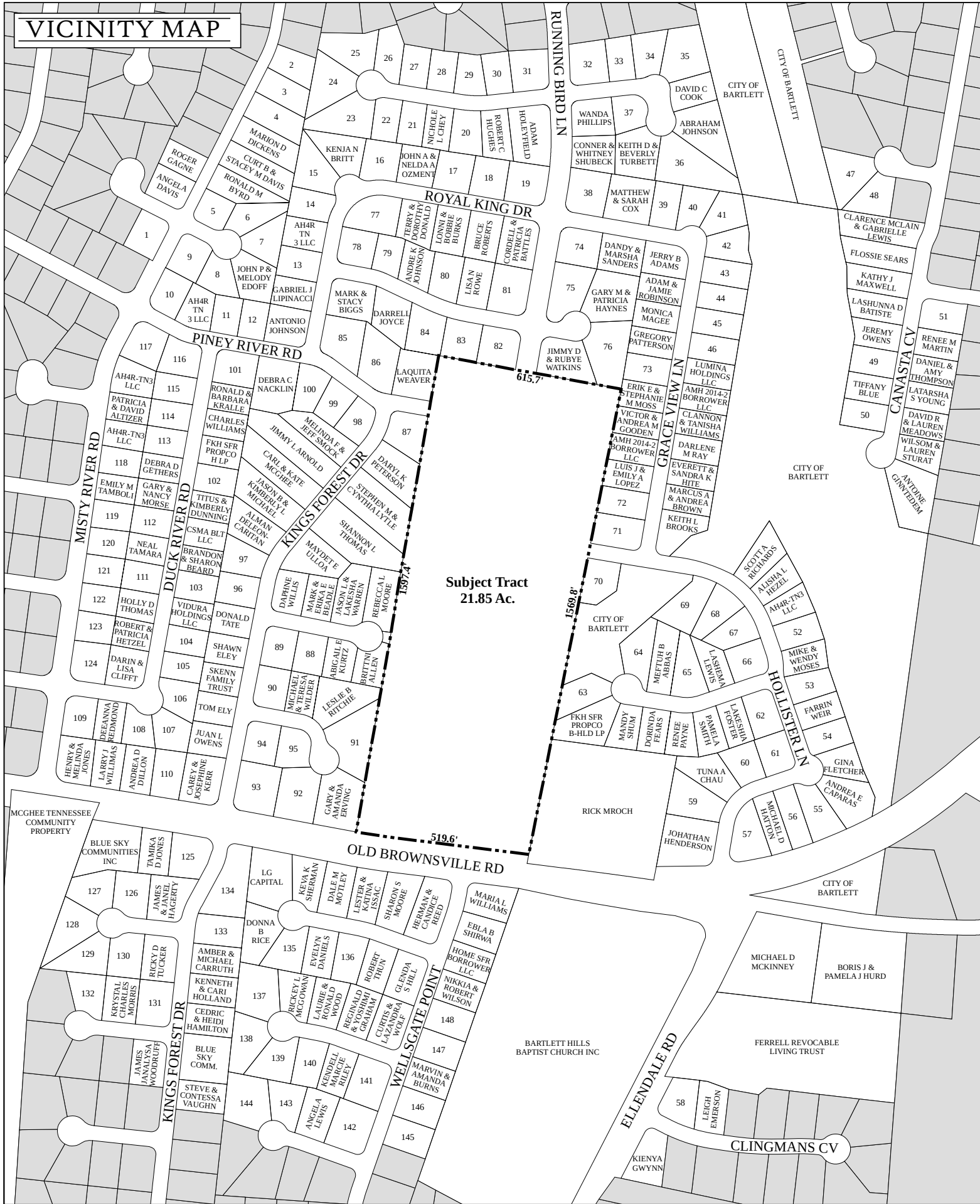
REZONING PLOT PLAN/CONCEPT PLAN			
GUFFIN PROPERTY			
ZONING: RS-18 "SINGLE-FAMILY RESIDENTIAL"		DEED: INSTRUMENT NO. 19106818	
BARTLETT, SHELBY COUNTY, TENNESSEE			
NUMBER OF LOTS: 55	ACREAGE: 21.85 Acres		PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119	
100-YEAR FLOOD ELEV: N/A	FEMA MAP PANEL : 47157C0190G	FEMA MAP DATE: FEBRUARY 6, 2013	
DATE: OCTOBER 6, 2025	SCALE: 1" = 100'	SHEET 1 OF 1	

PROPERTY OWNER:
SAMMY GUFFIN
95 8TH STREET APT 1803
ATLANTA, GA 30309

DEVELOPER:
GBI CONTRACTORS, INC
110 CAMPGROUND ROAD
REDBANKS, MS 38661



VICINITY MAP



Subject Tract
21.85 Ac.

0 OLD BROWNSVILLE ROAD
PARCEL ID: B0148 00901
(GUFFIN PROPERTY)
BARTLETT, TENNESSEE

DEVELOPER:
GBI CONTRACTORS, INC.
110 CAMPGROUND ROAD
REDBANKS, MS 38661

<u>Lot#</u>	<u>Owner</u>
1.	JEFF S & NORMINIA HALLIBUTON
2.	RICHARD S & BETH TOWNLEY
3.	SCOTT K & ANDREA N VALLIER
4.	ANDREA N & CASSAND W DODSON
5.	ELIZABETH JOHNSON
6.	ANGELITA T & ISAGANI A MABILIN
7.	MICAH J & KIMBERLY SANDERSON
8.	PR BORROWER 26 LLC
9.	CHARLES D & REBECCA L MITCHELL
10.	MIKE A & BARBARA L FAULKNER
11.	GARY G MURPHY REVOCABLE TRUST
12.	ANTOINETTE WIMBERLY
13.	ANTHONY BRAMLETT
14.	ERNEST C & SANDRA A KEEFER
15.	ABDULMAJID A ALMEZJAJI & SARAH HEZAM
16.	BENNIE F & ESTELLA LEFLORE
17.	MELISSA & RICHARD SCHEIDERER
18.	SYLAS SPRADLEY AND KYLEA PETERS AND TYLER SPRADLEY
19.	ALEXANDER RECVOABLE LIVING TRUST
20.	RICHARD J & BEVERLY G PEYTON
21.	PORSCHE R MATTHEWS
22.	WARD O & PAMELA H LINDSEY
23.	CHASITY HENDERSON & MAURICE WOOTEN
24.	REUBEN NGANGA & MARTHA KARUNDA REVOCABLE LIVING TRUST
25.	DAXSHA D & SANJAY K VERMA
26.	COOPER WASH REVOCABLE TRUST
27.	RICKY L & GRETA L SPENCER
28.	SHANNON SIMS & CANDICE HAMPTON-SIMMS
29.	TONY C & SUZANNE R QUARLES
30.	HOWARD S & CATHY CARNEY
31.	HERMAN G & JANE D HARRISON
32.	DAVID L & KIMBERLY M ALLEN
33.	ANTON D & TERRIYANA E HILL
34.	VINCENT C & CATINA A JENNINGS
35.	ALLEN D & LISA C BEYERSDORF
36.	CHARLES O & OLATUNBOSUN ADADEVOH
37.	BRUCE T & SANDRA E JOHNSON
38.	DAVID M FERET & LESLIE D WILLINS
39.	CAROL T OWEN & ROBING FLEMING
40.	ANTHONY D HILLARD
41.	CHARLOTTE BENTON & JONNAIR HOLMES
42.	LARRY L & ROBBIE IRWIN
43.	CHRISTOPHER MORROW & JAMES E FIELDS
44.	GEORGE CUNNINGHAM & NAKISA A BANKS
45.	AUDREY HILL & PHYLLIS S FERGUSON
46.	LINGLING WANG & SHENGLI HAO
47.	NORMAN R & CONNIE G GOBBLE REVOCABLE LIVING TRUST
48.	KENNETH M & SHIRLEY S LUSE
49.	JERIMAH & CARLOTTA WOODS
50.	GEORGE H & STEPHANIE D PETERSON
51.	BENJAMIN & DONNA M GILLIAIM

<u>Lot#</u>	<u>Owner</u>
52.	MARCUS J & MARQUITA S JOHNSON
53.	KENYUN T GLOVER & TIVIA HAYES GLOVER
54.	GERAK M & SHANNON R GUYOT
55.	TOMMY L & GENETTA BADY
56.	JOEL M & KRISTY L KATZ
57.	RANDY C & DEBORAH M TAYLOR
58.	HORACIO G DOMINGUEZ & NORMA A GUERRERO
59.	GENISE WATSON & PACINO REED-BRYANT
60.	RS RENTAL III-A LLC
61.	MELVIN & YOLANDER R MADISON
62.	STEPHANIE D BLACKLEY & MICHAEL J NURSE
63.	PATRICK WILLIS & TARSHA JONES-WILLIS
64.	FHK SFR PROPCO I LP
65.	BRYAN & TAMEIKA A CHALMERS
66.	WILLIE J & ESTHER L WHITFIELD
67.	TONY M & TERRI W DEBERRY
68.	DAISY VONGPHRACHANH
69.	KATIE & FRANK SMITH
70.	FABIAN REYES-AREIAGA & CARMAN REYES
71.	GREGORIO & SHARON ACANG
72.	AMH 2014-2 BORROWER LLC
73.	BENJAMIN I & JENNIFER L JOHNSON
74.	STEPHANIE D WATKINS REVOCABLE LIVING TRUST
75.	SANDRA SCOTT & JONATHAN O GRAVES
76.	JIM A & BEVERLY A HARBIN
77.	THEODORE A & REGINA V PERRY
78.	REGINALD R & DANA M PRIDE
79.	LEE REVOCABLE LIVING TRUST
80.	ZACHARY B & MEGHAN M ULLRICH
81.	MICHAEL P & SHARON A PUTT
82.	MATTHEW & DOMINICA HARRIS
83.	BILLY & MELINDA HENSON LIVING TRUST
84.	ROBERT T DODSON & MORGAN BERRY
85.	QUEEN TAYLOR & EUDORA THOMPSON
86.	ANDREW & HELEN J CHAVERS
87.	THOMAS & MEGAN TURNER
88.	AH4R TN PROPERTIES TWO LLC
89.	CADARRIUS & BREYA W MCGLOWN
90.	JOSEPH M FERDINAND & ROBIN E STEVENS-FERDINAND
91.	REBECCA CUNNINGHAM
92.	MARCELO P NATUPLAG & EVELYN M MASPIIL
93.	ESMERALDA ARELLANO & HUMBERTO VELAZQUEZ
94.	SHERWANDA S JAMESON
95.	THOMAS M & PATRICIA W BURNS
96.	FLOYD L & CANDACE S COVEY
97.	DALE S THOMPSON
98.	DORETHEA OGARRO
99.	TIMOTHY A & SHELIA K WHALEY
100.	SHARON & TRENNIS SWIMS
101.	CHARLES R & PATRICIA A CONNELL

<u>Lot#</u>	<u>Owner</u>	<u>Lot#</u>	<u>Owner</u>
102.	THOMAS DAMSKE & HAMIE D KELLY		
103.	PROGRESS RESIDENTIAL BORROWER 5 LLC		
104.	ISMET & SUZANN N CELEBI		
105.	MARK A & SHERRI J WILLIAMS		
106.	KEYON & CHIQUITA LOVE		
107.	THOMAS W & CHARLOTTE L PUCKETT		
108.	STEWART B CUMMOCK		
109.	AMATSYAH B YISRAEL		
110.	HOME SFR BORROWER IV LLC		
111.	JAMES S & KELLY C SCZEPANSKI		
112.	AMH 2014-2 BORROWER LLC		
113.	MAREK R & URSZULA M BIS		
114.	CALLICOTT FAMILY TRUST		
115.	JENNIFER M & MARK C SCHULTZ		
116.	CORNELIA M WILSON & KAREN L CARDOSI		
117.	JAY J & DANNA JO MATTHEWS		
118.	HACKETT REVOCABLE LIVING TRUST		
119.	ROY E & VIRGINIA C CUNNINGHAM		
120.	MATTHEW D & MARY A BURKE		
121.	HAZEM ABDELKARIM & BIHGHA J KRAKRA		
122.	DANILO O & CELESTINA LARA		
123.	TOMMY C THOMPSON		
124.	DENA & DOUGLAS CARLOCK		
125.	MUHAMMED HOSSIAN		
126.	DAVID HILL & TAMIKO BUSBY-HILL		
127.	ZACHARY GINN & CHARLENE A PATINO		
128.	SANJAY & TOMA DAS ROY		
129.	CHRISTOPHER & RYSHAYDEE GREELY		
130.	KARIS BROWDER & CRAIG HAWKINS		
131.	LOIUS JOE GLADNEY & MYCHA Y WILLIMAS-GLADNEY		
132.	CATHERINE M REYES		
133.	NATHANIEL L & TYNESHIA T SMITH		
134.	RAMON F & MELANIA N RINKIN		
135.	MOHAMMAD R HOSAIN & AMINA KHATUN		
136.	JOSEPH R THOMAS & APRIL DEAN		
137.	RANDY J & JULIE D GLOVER		
138.	MARCELLA L SKIPPER		
139.	REMO M & MELANIE J GAY		
140.	YOLUNDA YARBROUGH		
141.	MOHAMMED A KHAIR		
142.	TRAVIS N & DONNA J HAMMONDS		
143.	AMH 2014-2 BORROWER LLC		
144.	DAVID L & JULIE D GLOVER		
145.	DONALD & MADELINE HOWERY AND CASSANDRA H TAYLOR		
146.	GARY B & JACQUELINE M MCCLINTON		
147.	ARREGIOUS N & MONICA H JOYNER		
148.	AMY J DAVENPORT		

RICK MROCH
1062 NEW YORK ST
MEMPHIS, TN 38104

JONATHAN S HENDERSON
4789 E ELLENDAL RD
BARTLETT, TN 38135

GENISE WATSON & PACINO R REED-
BRYANT
4803 ELLENDALE RD
BARTLETT, TN 38135

TUAN A CHAU
4807 ELLENDALE RD
BARTLETT, TN 38135

RS RENTAL III-A LLC
32 MERCER ST FLOOR 4
NEW YORK, NY 10013 2518

MELVIN & YOLANDER R MADISON
4819 ELLENDALE RD
BARTLETT, TN 38135

STEPHANIE D BLACKLEY & MICHAEL J
NURSE
6615 HOLLISTER CV
BARTLETT, TN 38135

LAKESHIA FOSTER
6607 HOLLISTER CV
BARTLETT, TN 38135

PAMELA SMITH
6601 HOLLISTER CV
BARTLETT, TN 38135

RENEE W PAYNE
6595 HOLLISTER CV
BARTLETT, TN 38135

DORINDA M FEARS
6589 HOLLISTER CV
BARTLETT, TN 38135

MANDY SHUM
6577 HOLLISTER CV
BARTLETT, TN 38135

FKH SFR PROPCO B-HLD LP
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

PATRICK WILLIS & TARSHA JONES-WILLIS
6570 HOLLISTER CV
BARTLETT, TN 38135

CITY OF BARTLETT
6400 STAGE RD
MEMPHIS, TN 38134

FHK SFR PROPCO I LP
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

MEFTUH B ABBAS
6586 HOLLISTER CV
BARTLETT, TN 38135

BRYAN & TAMEIKA CHALMERS
6596 HOLLISTER CV
BARTLETT, TN 38135

LASHEMA LEWIS
6609 HOLLISTER CV
BARTLETT, TN 38135

WILLIE J & ESTHER L WHITFIELD
6616 HOLLISTER CV
BARTLETT, TN 38135

TONY M & TERRI W DEBERRY
6619 HOLLISTER LN
BARTLETT, TN 38135

DAISY VONGPHRACHANH
6611 HOLLISTER LN
BARTLETT, TN 38135

KATIE & FRANK SMITH
6595 HOLLISTER LN
BARTLETT, TN 38135

FABIAN REYES-AREIAGA & CARMEN S
REYES
6565 HOLLISTER LN
BARTLETT, TN 38135

SCOTT A RICHARDS
6610 HOLLISTER LN
BARTLETT, TN 38135

ALISHA L HEZEL
6616 HOLLISTER LN
BARTLETT, TN 38135

AH4R-TN3 LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

MARCUS J & MARQUITA S JOHNSON
6626 HOLLISTER LN
BARTLETT, TN 38135

MIKE & WENDY MOSES
6630 HOLLISTER LN
BARTLETT, TN 38135

KENYUN T GLOVER & TIVIA HAYES
GLOVER
6636 HOLLISTER LN
BARTLETT, TN 38135

FARRIN WEIR
6640 HOLLISTER LN
BARTLETT, TN 38135

GERAK M & SHANNON R GUYOT
6646 HOLLISTER LN
BARTLETT, TN 38135

GINA FLETCHER
6650 HOLLISTER LN
BARTLETT, TN 38135

ANDREA E CAPARAS
4824 ELLENDALE RD
BARTLETT, TN 38135

TOMMY L & GENETTA BADY
4820 ELLENDALE RD
BARTLETT, TN 38135

JOEL M & KRISTY L KATZ
4816 ELLENDALE RD
BARTLETT, TN 38135

MICHAEL D HATTON
4810 ELLENDALE RD
BARTLETT, TN 38135

RANDY C & DEBORAH M TAYLOR
4790 ELLEBDALE DR
BARTLETT, TN 38135

FERRELL REVOCABLE LIVING TRUST
4722 ELLENDALE RD
BARTLETT, TN 38135

CITY OF BARTLETT
6400 STAGE RD
BARTLETT, TN 38135

MICHAEL D MCKINNEY
8893 VALLEY CREEK DR
ARLINGTON, TN 38002

BORIS J & PAMELA J HURD
7263 OLD BROWNSVILLE RD
ARLINGTON, TN 38002

BARTLETT HILLS BAPTIST CHURCH INC
4641 ELLENDALE RD
MEMPHIS, TN 38135

KIENYA GWYNN
6593 CLINGMANS CV
BARTLETT, TN 38135

HORACIO DOMINGUEZ & NORMA
GUERRERO
6602 CLINGMANS CV
BARTLETT, TN 38135

LEIGH A EMERSON
6612 CLINGMANS CV
BARTLETT, TN 38135

MCGHEE TENNESSEE COMMUNITY
PROPERTY TRUST
6389 OLD BROWNSVILLE RD
BARTLETT, TN 38135

BLUE SKY COMMUNITIES INC
177 CRESENT DR
COLLIERVILLE, TN 38017

TAMIKA D JONES
6423 OLD BROWNSVILLE RD
MEMPHIS, TN 38125

MUHAMMED HOSSIAN
6429 OLD BROWNSVILLE RD
BARTLETT, TN 38135

JAMES & JANEL HAGERTY
6424 SALLOWS CV
BARTLETT, TN 38135

DAVID & TAMIKO HILL
6412 SALLOWS CV
BARTLETT, TN 38135

ZACHARY GINN & CHARLENE PATINO
6404 SALLOWS CV
BARTLETT, TN 38135

SANJAY & TOMA ROY
6398 SALLOWS CV
BARTLETT, TN 38135

CHRISTOPHER & RYSHAUDEE GREELY
8252 SAWER MILL CV
ARLINGTON, TN 38002

KARIS BROWDER & CRAIG HAWKINS
6411 SALLOWS CV
BARTLETT, TN 38135

RICKY D TUCKER
6425 SALLOWS CV
BARTLETT, TN 38135

LOUIS JOE GLADNEY & MYCHA WILLIAMS-
GLADNEY
6422 OSIER CV
BARTLETT, TN 38135

KRYSTAL L & CHARLES E MORRIS
6410 OSIER CV
BARTLETT, TN 38135

CATHERINE M REYES
6400 OSIER CV
BARTLETT, TN 38135

JAMES J & JANALYSA M WOODRUFF
6423 OSIER CV
BARTLETT, TN 38135

STEVE & CONTESSA C VAUGHN
4700 KINGS FOREST DR
BARTLETT, TN 38135

BLUE SKY COMMUNITIES INC
177 CRESCENT DR
COLLIERVILLE, TN 38017

CEDRIC & HEIDI HAMILTON
4726 KINGS FOREST DR
BARTLETT, TN 38135

KENNETH L & CARLA A HOLLAND
4734 KINGS FOREST DR
BARTLETT, TN 38135

AMBER & MICHAEL CARRUTH
4744 KINGS FOREST DR
BARTLETT, TN 38135

NATHANIEL L & TYNESHIA T SMITH
4754 KINGS FOREST DR
BARTLETT, TN 38135

RAMON F & MELANIA N RINKIN
4770 KINGS FOREST DR
BARTLETT, TN 38135

MARIA L WILLIAMS
4770 WELLSGATE PT
BARTLETT, TN 38135

EBLA B SHIRWA
4760 WELLSGATE PT
BARTLETT, TN 38135

HOME SFR BORROWER LLC
3505 KROGER BLVD STE 400
DULUTH, GA 30096

NIKKIA R & ROBERT W WILSON
4740 WELLSGATE PT
BARTLETT, TN 38135

AMY J DAVENPORT
4730 WELLSGATE PT
BARTLETT, TN 38135

ARREGIOUS N & MONICAL H JOYNER
4728 WELLSGATE PT
BARTLETT, TN 38135

MARVIN & AMANDA F BURNS
4710 WELLSGATE PT
BARTLETT, TN 38135

GARY B & JACQUELINE M MCCLINTON
4700 WELLSGATE PT
BARTLETT, TN 38135

DONALD & MADELINE HOWERY
4690 WELLSGATE PT
BARTLETT, TN 38135

TRAVIS & DONNA HAMMOMNDS
6486 WELLS FARMS CV
BARTLETT, TN 38135

ANGELA LEWIS
6476 WELLS FARMS CV
BARTLETT, TN 38135

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

DAVID L & JULIE D GLOVER
6456 WELLS FARMS CV
BARTLETT, TN 38135

MOHAMMED A KHAIR
6497 WELLS FIELDS CV
BARTLETT, TN 38135

KENDELL M & MARCIE K RILEY
6487 WELLS FIELDS CV
BARTLETT, TN 38135

YOLUNDA YARBROUGH
6477 WELLS FIELDS CV
BARTLETT, TN 38135

REMO M & MELANIE J GAY
6467 WELLS FIELDS CV
BARTLETT, TN 38135

MARCELLA L
6451 WELLS FIELDS CV
BARTLETT, TN 38135

RANDY J & BRIDGE F BENNEY
6458 WELLS FIELDS CV
BARTLETT, TN 38135

RICKEY L MCGOWAN
6468 WELLS FIELDS CV
BARTLETT, TN 38135

LAURIE A & RONALD B WOOD
6478 WELLS FIELDS CV
BARTLETT, TN 38135

REGINALD & YOSHIMI GRAHAM
6488 WELLS FIELDS CV
BARTLETT, TN 38135

CURTIS & LAZANDRA 6498 WELLS FIELDS CV BARTLETT, TN 38135	GLEND A D HILL 6509 WELLSGATE CV BARTLETT, TN 38135	ROBERT THUN 6499 WELLSGATE CV BARTLETT, TN 38135
JOSEPH THOMAS & APRIL DEAN 6489 WELLSGATE CV BARTLETT, TN 38135	EVELYN DANIELS 6479 WELLSGATE CV BARTLETT, TN 38135	MOHAMMAD HOSAIN & AMINA KHATUN 6469 WELLSGATE CV BARTLETT, TN 38135
DONNA B RICE 6455 WELLSGATE CV BARTLETT, TN 38135	LG CAPITAL 6460 WELLSGATE CV BARTLETT, TN 38135	KEVA K SHERMAN 6470 WELLSGATE CV BARTLETT, TN 38135
DALE M MOTLEY 6480 WELLSGATE CV BARTLETT, TN 38135	LESTER & KATINA L ISSAC 6490 WELLSGATE CV BARTLETT, TN 38135	SHARON S MOORE 6500 WELLSGATE CV BARTLETT, TN 38135
HERMAN L & CANDICE L REED 6510 WELLSGATE CV BARTLETT, TN 38135	BENJAMIN & DONNA M GILLIAIM 4964 CANASTA CV ARLINGTON, TN 38002	RENEE M MARTIN 4960 CANASTA CV ARLINGTON, TN 38002
DANIEL L & AMY THOMPSON 4952 CANASTA CV ARLINGTON, TN 38002	LATARSHA S YOUNG 4944 CANASTA CV ARLINGTON, TN 38002	DAVID R & LAUREN L MEADOWS 4934 CANASTA CV ARLINGTON, TN 38002
WILSON & LAUREN STUART 4926 CANASTA CV ARLINGTON, TN 38002	ANTIONE F GNINTEDEM 4916 CANASTA CV ARLINGTON, TN 38002	CITY OF BARTLETT 6400 STAGE RD MEMPHIS, TN 38134
NORMAN R & CONNIE G GOBBLE REVOCABLE LIVING TRUST 6657 LOOSAHATCHIE CV ARLINGTON, TN 38002	KENNETH M & SHIRLEY S LUSE 6661 LOOSAHATCHIE CV ARLINGTON, TN 38002	CLARENCE MCCLAIN & GABRIELLE LEWIS 4979 LOOSAHATCHIE DR BARTLETT, TN 38002
FLOSSIE SEARS 4973 LOOSAHATCHIE DR ARLINGTON, TN 38002	KATHY J MAXWELL 4969 LOOSAHATCHIE DR ARLINGTON, TN 38002	LASHUNNA D BATISTE 4965 CANASTA CV BARTLETT, TN 38135
JEREMY OWENS 4959 CANASTA CV BARTLETT, TN 38135	JEREMIAH& CARLOTTA WOODS 4953 CANASTA CV BARTLETT, TN 38135	TIFFANY BLUE 4945 CANASTA CV ARLINGTON, TN 38002

GEORGE H & STEPHANIE D PETERSON
4933 CANASTA CV
ARLINGTON, TN 38002

GREGORIO & SHARON ACANG
4891 GRACE VIEW LN
BARTLETT, TN 38135

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91320

LUIS J & EMILY A LOPEZ
4911 GRACE VIEW LN
BARTLETT, TN 38135

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91320

VICTOR & ANDREA M GOODEN
4929 GRACE VIEW LN
BARTLETT, TN 38135

ERIK E & STEOHANIE M MOSS
5727 CLEOME RD
WESTERVILLE, OH 43081

BENJAMIN I & JENNIFER L JOHNSON
4947 GRACE VIEW LN
BARTLETT, TN 38135

GREGORY L PATTERSON
4955 GRACE VIEW LN
BARTLETT, TN 38135

MONICA MAGEE
4965 GRACE VIEW LN
BARTLETT, TN 38135

ADAM & JAMIE ROBINSON
4975 GRACE VIEW LN
BARTLETT, TN 38135

JERRY B ADAMS
4985 GRACE VIEW LN
BARTLETT, TN 38135

LARRY L & ROBBIE IRWIN
4990 GRACE VIEW LN
BARTLETT, TN 38135

CHRISTOPHER L MORROW & JAMIE E
FIELDS
4982 GRACE VIEW LN
BARTLETT, TN 38135

GEORGE CUNNINGHAM & NAKISA A
BANKS
4974 GRACE VIEW LN
BARTLETT, TN 38135

AUDREY R HILL & PHYLLIS S FERGUSON
4964 GRACE VIEW LN
BARTLETT, TN 38135

LINGLING WANG
6531 NORTE DAME DR
BUENA PARK, CA 90620

LUMINA HOLDINGS LLC
5100 POPLAR AVE STE 1503
MEMPHIS, TN 38137

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91320

CLANNON & TANISHA WILLIAMS
4930 GRACE VIEW LN
BARTLETT, TN 38135

DARLENE M RAY
4922 GRACE VIEW LN
BARTLETT, TN 38135

EVERTT & SANDRA K HITE
4914 GRACE VIEW LN
BARTLETT, TN 38135

MARCUS A & ANDREA BROWN
4904 GRACE VIEW LN
BARTLETT, TN 38135

KEITH L BROOKS
4892 GRACE VIEW LN
BARTLETT, TN 38135

DAVID M FERET & LESLIE D WILLINS
5000 RUNNING BIRD LN
BARTLETT, TN 38135

CONNER & WHITNEY SHUBECK
5024 RUNNING BIRD LN
BARTLETT, TN 38135

STEPHANIE WATKINS REVOCABLE
LIVING TRUST
6559 ROYAL KING DR
BARTLETT, TN 38135

DANDY & MARSHA O SANDERS
6575 ROYAL KING DR
BARTLETT, TN 38135

MATTHEW R & SARAH E COX
6572 ROYAL KING DR
BARTLETT, TN 38135

CAROL T OWEN & ROBIN FLEMING
6580 ROYAL KING DR
BARTLETT, TN 38135

ANTHONY D HILL
6588 ROYAL KING DR
BARTLETT, TN 38135

CHARLOTTE C BENTON & JONNAIR
HOLMES
6594 ROYAL KING DR
BARTLETT, TN 38135

ALEXANDER REVOCABLE LIVING TRUST
6536 ROYAL KING DR
BARTLETT, TN 38135

SYLAS SPRADLEY AND KYLEA PETERS AND
TYLER SPRADLEY
6524 ROYAL KING DR
BARTLETT, TN 38135

MELISSA & RICHARD SCHEIDERER
6512 ROYAL KING DR
BARTLETT, TN 38135

JOHN A & NELDA A OZMENT
6500 ROYAL KING DR
BARTLETT, TN 38135

BENNIE F & ESTELLA LEFLORE
6490 ROYAL KING DR
BARTLETT, TN 38135

THEODORE A & REGINA V PERRY
6491 ROYAL KING DR
BARTLETT, TN 38135

TERRY & DORTHY DONALD
6505 ROYAL KING DR
BARTLETT, TN 38135

LONNI & BOBBIE BURKS AND MICHAEL
CARR
6519 ROYAL KING DR
BARTLETT, TN 38135

BRUCE ROBERTS
6529 ROYAL KING DR
BARTLETT, TN 38135

CORDELL W & PATRICIA L BATTLES
6536 ROYAL KING DR
BARTLETT, TN 38135

WANDA K PHILLIPS
6555 RUNNING BIRD CV
ARLINGTON, TN 38002

BRUCE T & SANDRA E JOHNSON
6565 RUNNING BIRD CV
ARLINGTON, TN 38002

KEITH D & BEVERLY A TURBETT
6583 RUNNING BIRD CV
ARLINGTON, TN 38002

CHARLES & OLATUNBOSUN ADADEVOH
6587 RUNNING BIRD CV
ARLINGTON, TN 38002

ABRAHAM JOHNSON
6584 RUNNING BIRD CV
ARLINGTON, TN 38002

DAVID C COOK
6580 RUNNING BIRD CV
ARLINGTON, TN 38002

ALLEN D & LISA C BEYERSDORF
6576 RUNNING BIRD CV
ARLINGTON, TN 38002

VINCENT & CATINA JENNINGS
6572 RUNNING BIRD CV
ARLINGTON, TN 38002

ANTON D & TERRIYANA E HILL
6562 RUNNING BIRD CV
ARLINGTON, TN 38002

DAVID & KIMBERLY ALLEN
6552 RUNNING BIRD CV
ARLINGTON, TN 38002

HERMAN G & JANE D HARRISON
6534 STECK CV
ARLINGTON, TN 38002

HOWARD S & CATHY CARNEY
6530 STECK CV
ARLINGTON, TN 38002

TONY C & SUZANNE R QUARLES
6520 STECK CV
ARLINGTON, TN 38002

SHANNON SIMS & CANDICE HAMPTON-
SIMS
6510 STECK CV
ARLINGTON, TN 38002

RICKY L & GRETA L SPENCER
6498 STECK CV
ARLINGTON, TN 38002

COOPER WASH REVOCABLE TRUST
6488 STECK CV
ARLINGTON, TN 38002

DAXSHA D & SANJAY K VERMA
6484 STECK CV
ARLINGTON, TN 38002

REUBEN NGANGA & MARTHA
KARUNDA REVOCABLE LIVING TRUST
6480 STECK CV
ARLINGTON, TN 38002

CHASITY HENDERSON & MAURICE
WOOTEN
6485 STECK CV
ARLINGTON, TN 38002

WARD O & PAMELA H LINDSEY
6491 STECK CV
ARLINGTON, TN 38002

PORSCHE R MATTHEWS
6501 STECK CV
ARLINGTON, TN 38002

NICHOLE L CHEY
6511 STECK CV
ARLINGTON, TN 38002

RICHARD J & BEVERLY G PEYTON
6521 STECK CV
ARLINGTON, TN 38002

ROBERT C HUGHES
6525 STECK CV
ARLINGTON, TN 38002

ADAM M HOLYFIELD
6531 STECK CV
ARLINGTON, TN 38002

SANDRA SCOTT & JONATHAN GRAVES
6552 ROYAL VALLEY CV
BARTLETT, TN 38135

GARY M & PATRICIA A HAYNES
6560 ROYAL VALLEY CV
BARTLETT, TN 38135

JIM A & BEVERLY A HARBIN
6559 ROYAL VALLEY CV
BARTLETT, TN 38135

JIMMY D & RUBY K WATKINS
6553 ROYAL VALLEY CV
BARTLETT, TN 38135

MATTHEW & DOMINICA HARRIS
6533 ROYAL VALLEY DR
BARTLETT, TN 38135

BILLY & MELINDA HENSON LIVING TRUST
6519 ROYAL VALLEY DR
BARTLETT, TN 38135

ROBERT DODSON & MORGAN BERRY
6505 ROYAL VALLEY DR
BARTLETT, TN 38135

DARRELL JOYCE
7138 CAROL LN
FALLS CHURCH, VA 22042

LEE REVOCABLE LIVING TRUST
6492 ROYAL VALLEY DR
BARTLETT, TN 38135

ANDRE K JOHNSON
6502 ROYAL VALLEY DR
BARTLETT, TN 38135

ZACHARY B & MEGHAN M ULLRICH
6510 ROYAL VALLEY DR
BARTLETT, TN 38135

LISA N ROWE
6520 ROYAL VALLEY DR
BARTLETT, TN 38135

MICHAEL P & SHARON A PUTT
6532 ROYAL VALLEY DR
BARTLETT, TN 38135

KENJA N BRITT
6408 ROYAL KING DR
BARTLETT, TN 38135

ABDULMAJID A ALMEZJAJI & SARAH A
HEZAM
5005 KINGS MEADOW DR
BARTLETT, TN 38135

ERNEST C & SANDRA A KEEFER
4997 KINGS MEADOW DR
BARTLETT, TN 38135

AH4R TN 3 LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

ANTHONY BRAMLETT
4997 KINGS MEADOW DR
BARTLETT, TN 38135

GABRIEL J LUPINACCI
4965 KINGS MEADOW DR
BARTLETT, TN 38135

MARK E & STACY M BIGGS
4966 KINGS MEADOW DR
BARTLETT, TN 38135

REGINALD R & DANA M PRIDE
4986 KINGS MEADOW DR
BARTLETT, TN 38135

LAQUITA WEAVER
6500 PINEY RIVER RD
BARTLETT, TN 38135

ANDREW & HELEN J CHAVERS
6490 PINEY RIVER RD
BARTLETT, TN 38135

QUEEN TAYLOR & EUDORA THOMPSON
6474 PINEY RIVER RD
BARTLETT, TN 38135

ANTONIO JOHNSON
6452 PINEY RIVER RD
BARTLETT, TN 38135

ANTOINETTE WIMBERLY
6444 PINEY RIVER RD
BARTLETT, TN 38135

GARY MURPHY REVOCABLE TRUST
6436 PINEY RIVER RD
BARTLETT, TN 38135

MIKE & BARBARA L FAULKNER
6416 PINEY RIVER RD
BARTLETT, TN 38135

JAY J & DONNA JO MATTHEWS
6415 PINEY RIVER RD
BARTLETT, TN 38135

DEBRA C MACKLIN
6451 PINEY RIVER RD
BARTLETT, TN 38135

SHARON & TRENNIS SWIMS
6463 PINEY RIVER RD
BARTLETT, TN 38135

TIMOTHY A & SHELIA K WHALEY
6477 PINEY RIVER RD
BARTLETT, TN 38135

DORETHERA OGARRO
6489 PINEY RIVER RD
BARTLETT, TN 38135

RICHARD S & BETH TOWNLEY
5044 MISTY RIVER RD
BARTLETT, TN 38135

SCOTT K & ANDREA N VALLIER
5036 MISTY RIVER RD
BARTLETT, TN 38135

ANDRE & CASSAND DODSON
5028 MISTY RIVER RD
BARTLETT, TN 38135

MARION D DICKENS
5020 MISTY RIVER RD
BARTLETT, TN 38135

CURT B & STACY M DAVIS
5014 MISTY RIVER RD
BARTLETT, TN 38135

RONALD M BYRD
5006 MISTY RIVER RD
BARTLETT, TN 38135

ELIZABETH JOHNSON
4996 MISTY RIVER RD
BARTLETT, TN 38135

ROGER GAGNE
5007 MISTY RIVER RD
BARTLETT, TN 38135

ANGELITA T & ISAGANI A MABILIN
1966 GARZONI PL
SANTA CLARA, CA 95054

MICHAEL J & KIMBERLY SANDERSON
6446 E FORKED RIVER CV
BARTLETT, TN 38135

JOHN P MELODY EDOFF
6445 E FORKED RIVER CV
BARTLETT, TN 38135

PR BORROWER 26 LLC
PO BOX 4090
SCOTTSDALE, AZ 85261

CHARLES D & REBECCA L MITCHELL
6425 E FORKED RIVER CV
BARTLETT, TN 38135

ENGELA DAVIS
6416 W FORKED RIVER CV
BARTLETT, TN 38135

JEFF S & NORMINIA HALLIBURTON
6417 W FORKED RIVER CV
BARTLETT, TN 38135

THOMAS & MEGAN TURNER
4936 KINGS FOREST DR
BARTLETT, TN 38135

DARYL K PETERSON
4926 KINGS FOREST DR
BARTLETT, TN 38135

STEPHEN M & CYNTHIA A LYTLE
4916 KINGS FOREST DR
BARTLETT, TN 38135

SHANNON L THOMAS
4906 KINGS FOREST DR
BARTLETT, TN 38135

MAYDETE E ULLOA
4890 KINGS FOREST DR
BARTLETT, TN 38135

MELINDA F & JEFF SMOCK
4923 KINGS FOREST DR
BARTLETT, TN 38135

JIMMY L ARNOLD
4915 KINGS FOREST DR
BARTLETT, TN 38135

CARL & KATIE MCGHEE
4905 KINGS FOREST DR
BARTLETT, TN 38135

JASON B KIMBERLY L MICHAEL
4895 KINGS FOREST DR
BARTLETT, TN 38135

ALMA N DELEON-CARITAN
4887 KINGS FOREST DR
BARTLETT, TN 38135

DALE S THOMPSON
4875 KINGS FOREST DR
BARTLETT, TN 38135

FLOYD L & CANDANCE S COVEY
3541 WATERFORD CV
COLLIERVILLE, TN 38017

DONALD K TATE
4859 KINGS FOREST DR
BARTLETT, TN 38135

SHAWN ELEY
4845 KINGS FOREST DR
BARTLETT, TN 38135

SKEEN FAMILY TRUST
4835 KINGS FOREST DR
BARTLETT, TN 38135

TOM ELY
4825 KINGS FOREST DR
BARTLETT, TN 38135

JUAN L OWENS
4815 KINGS FOREST DR
BARTLETT, TN 38135

ESMERALDA ARELLANO & HUMBERTO
VELAZQUEZ
4806 KINGS FOREST DR
BARTLETT, TN 38135

JOSEPH M FERDINAND & ROBIN
STEVENS-FERDINAND
6450 REGENTS CV
BARTLETT, TN 38135

MICHAEL E & TERESA S WILDER
6462 REGENTS CV
BARTLETT, TN 38135

LESLIE B RITCHIE
6472 REGENTS CV
BARTLETT, TN 38135

REBECCA CUNNINGHAM
6482 REGENTS CV
BARTLETT, TN 38135

GARY & AMANDA ERVING
6492 REGENTS CV
BARTLETT, TN 38135

MARCELO P NATUPLAG & EVELYN M
MASPIL
6493 REGENTS CV
BARTLETT, TN 38135

THOMAS M & PATRICIA W BURNS
6483 REGENTS CV
BARTLETT, TN 38135

SHERWANDA S JAMESON
6930 AREKA HILL CV
BARTLETT, TN 38135

CADARRIUS & BREYA MCGLOWN
6449 KINGS CV
BARTLETT, TN 38135

AH4R TN PROPERTIES TWO LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

ABIGALE E KURTZ
6471 KINGS CV
BARTLETT, TN 38135

BRITTNI ALLEN
6481 KINGS CV
BARTLETT, TN 38135

REBECCA L MOORE
6480 KINGS CV
BARTLETT, TN 38135

JASON L & LAKESHA WARREN
6470 KINGS CV
BARTLETT, TN 38135

MARK R & ERIKA E BEADLE
6458 KINGS CV
BARTLETT, TN 38135

DAPHNE WILLIS
6448 KINGS CV
BARTLETT, TN 38135

CHARLES R & PATRICIA A CONNELL
4948 DUCK RIVER RD
BARTLETT, TN 38135

RONALD C & BARBARA M KRALLE
4936 DUCK RIVER RD
BARTLETT, TN 38135

CHARLES L WILLIAMS
4928 DUCK RIVER RD
BARTLETT, TN 38135

FKH SFR PROPCO H LP
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

THOMAS W DAMSKE & HAMIE KELLY
4910 DUCK RIVER RD
BARTLETT, TN 38135

TITUS & KIMBERLY DUNNING
4900 DUCK RIVER RD
BARTLETT, TN 38135

CSMA BLT LLC
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

BRANDON & SHARON BEARD
4880 DUCK RIVER RD
BARTLETT, TN 38135

PROGRESS REISENTIAL BORROWER 5 LLC
PO BOX 4090
SCOTTSDALE, AZ 85261

VIDURA HOLDINGS LLC
PO BOX 731356
SAN JOSE, CA 95173

ISMET & SUZANN N CELEBI
4850 DUCK RIVER RD
BARTLETT, TN 38135

MARK A & SHERRI J WILLIAM
4840 DUCK RIVER RD
BARTLETT, TN 38135

KEYON & CHIQUITA LOVE
4830 DUCK RIVER RD
BARTLETT, TN 38135

THOMAS W & CHARLOTTE L PUCKETT
4820 DUCK RIVER RD
BARTLETT, TN 38135

CORNELIA WILSON & KAREN CARDOSI
4947 DUCK RIVER RD
BARTLETT, TN 38135

JENNIFER M & MARK C SCHULTZ
4939 DUCK RIVER RD
BARTLETT, TN 38135

CALLICOTT FAMILY TRUST
4929 DUCK RIVER RD
BARTLETT, TN 38135

MAREK R & URSZULA BIS
4917 DUCK RIVER RD
BARTLETT, TN 38135

DEBRA D GETHERS
1509 PULLMAN DR
SEVERN, MD 21144

GARY A & NANCY H MORSE
4901 DUCK RIVER RD
BARTLETT, TN 38135

NEAL TAMARA
4881 DUCK RIVER RD
BARTLETT, TN 38135

JAMES S & KELLY C SZCEPANSKI
4871 DUCK RIVER RD
BARTLETT, TN 38135

HOLLY D THOMAS
4861 DUCK RIVER RD
BARTLETT, TN 38135

ROBERT & PATRICIA HETZEL
4849 DUCK RIVER RD
BARTLETT, TN 38135

DARIN & LISA CLIFT
6410 NEEDLE RIDGE RD
BARTLETT, TN 38135

STEWART B CUMMOCK
6415 NEEDLE RIDGE RD
BARTLETT, TN 38135

DEANNA REDMOND
6407 NEEDLE RIDGE RD
BARTLETT, TN 38135

AMATSYAH B YISRAEL
6399 NEEDLE RIDGE RD
BARTLETT, TN 38135

HENRY & MELINDA JONES
6398 OLD BROWNSVILLE RD
BARTLETT, TN 38135

LARRY J WILLIAMS
4735 S 3RD ST
MEMPHIS, TN 38109

ANDREA D DILLON
6416 OLD BROWNSVILLE RD
BARTLETT, TN 38135

HOME SFR BORROWER IV LLC
3505 KROGER BLVD STE 400
DULUTH, GA 30096

DENA & DOUGLAS CARLOCK
4842 MISTY RIVER RD
BARTLETT, TN 38135

TOMMY C THOMPSON
4854 MISTY RIVER RD
BARTLETT, TN 38135

DANILO & CELESTINA LARA
4862 MISTY RIVER RD
BARTLETT, TN 38135

EMILY M TAMBOLI
4872 MISTY RIVER RD
BARTLETT, TN 38135

MATTHEW & MARY BURKE
4882 MISTY RIVER RD
BARTLETT, TN 38135

ROY E & VIRGINIA CUNNINGHAM
4892 MISTY RIVER RD
BARTLETT, TN 38135

ROY E & VIRGINIA CUNNINGHAM
4902 MISTY RIVER RD
BARTLETT, TN 38135

HACKETT REVOCABLE LIVING TRUST
4910 MISTY RIVER RD
BARTLETT, TN 38135

PATRICIA M & DAVID ALTIZER
4930 MISTY RIVER RD
BARTLETT, TN 38135

WH PORTER CONSULTANTS
6055 PRIMACY PARKWAY SUITE 115
MEMPHIS, TN 38119

GBI CONTRACTORS
110 CAMPGROUND ROAD
REDBANKS, MS 38661

SAMMY GUFFIN
95 8TH ST NW APT 1803
ATLANTA, GA 4576