



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, NOVEMBER 12, 2024 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by James Farmer, The Lord's Church

FUTURE MEETINGS

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

Historic Preservation Commission, November 18 at 6:30 p.m.

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

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

Design Review Commission, November 19 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 22, 2024 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for November 26, 2024.**

CONSENT AGENDA

- I **Dispense with second Board of Mayor and Aldermen meeting in December. (David Parsons, Mayor)**

- 2 Bid for emergency equipment and installation in police vehicles. (Jeff Cox, Police Chief)**

Recommend accepting the lower bid from ComServ Wireless at a cost of \$81,737.00. Funds are available in Account 110.42100.935.

- 3 Approval for Banking Services/First Horizon Bank and Investment Services from Pinnacle Financial Partners. (Dick Phebus, Director of Finance)**

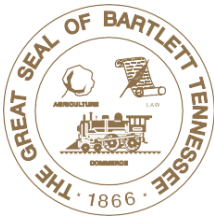
NEW BUSINESS

- 1 Resolution 37-24, a resolution authorizing the Mayor to sign a proclamation establishing the City of Bartlett as a Purple Heart City. (David Parsons, Mayor)**
- 2 Resolution 38-24, a resolution to amend the FY2025 Grants Fund budget to recognize State of Tennessee, Tennessee Corrections Institute Grant for \$14,330 to the Bartlett Police Department for public safety and training-related equipment purposes. (Dick Phebus, Director of Finance)**
- 3 First Reading of Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development). The public hearing to be set for December 10, 2024.**
- 4 First Reading of Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development). The public hearing to be set for December 10, 2024.**
- 5 First Reading of Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development). The public hearing to be set for December 10, 2024.**

OPEN DISCUSSION

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

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 22, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Absent, Alderman Monique L. Williams: Absent, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Mark Johnson, Fountain of Truth

FUTURE MEETINGS

Bartlett Library Advisory Board, October 24 at 6 p.m.

Bartlett YMCA Advisory Board, October 28 at 6 p.m.

Family Assistance Commission, November 4 at 6 p.m.

Planning Commission, November 4 at 6:30 p.m.

Bartlett Station Commission, November 6 at 6:30 a.m.

City Beautiful Commission, November 7 at 6:30 p.m.

RECOGNITIONS

Mayor Parsons acknowledged Luian Stiegler, an exchange student from Germany. Mr. Stiegler is staying with a Bartlett host family and has an interest in politics.

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

MINUTES ACCEPTANCE

Minutes of the October 8, 2024 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Oct 22, 2024 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, Jack Young, Kevin Quinn

PUBLIC HEARING

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

- I. Resolution 34-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts.

No one spoke in favor.

No spoke in opposition; however, City Clerk Penny Medlock read correspondence from Odell Thompson, Jr., 3033 Bedfordshire Cove. Mr. Thompson expressed concerns over excessive Canadian geese in the community and HOA issues.

Adjourned at 6:10 p.m.

UNFINISHED BUSINESS

- I **Resolution 34-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southwest corner of Ladurl Drive at Brunswick Road, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts. (Kim Taylor, Director of Planning and Economic Development)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brad King, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, Jack Young, Kevin Quinn

- I **Ellendale United Methodist Craft Fair and Trunk or Treat. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Saturday, October 26th from 9:00 a.m. to 2:00 p.m. and 4:00 p.m. to 6:00 p.m. at Ellendale United Methodist Church located at 7215 Centralia Road.

Minutes Acceptance: Minutes of Oct 22, 2024 6:00 PM (MINUTES ACCEPTANCE)

2 Special event permit for Ellendale Baptist Church Fall Festival. (Trey Arthur, Director of Code Enforcement)

The event will be held on Saturday, October 26th from 5:00 p.m. to 7:00 p.m. at Ellendale Baptist Church located at 3861 Broadway Road.

3 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Six items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

4 Bid for new weirs and scum baffle for Wastewater Treatment Plant #1. (John Horne, Director of Engineering)

Recommend accepting the lower bid from Enduro Composites at a total cost of \$32,000.00. (\$30,000.00 materials and freight not to exceed \$2,000.00). Funds are available in Account 510.51400.945.

5 Treasurer's Report for September 2024. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$100,937,114
Year-to-date Expenditures	\$ 23,639,825
Budgeted Revenues	\$100,937,114
Year-to-date Revenues	\$ 10,632,103

NEW BUSINESS

I Set a public hearing for November 26, 2024 for Resolution 36-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at 4570 Billy Maher Road, within the "RS-12" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, Jack Young, Kevin Quinn

2 First Reading of Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road. (Kim Taylor, Director of Planning and Economic Development)

Minutes Acceptance: Minutes of Oct 22, 2024 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED ON FIRST READING [UNANIMOUS] Next: 11/12/2024 6:00 PM
MOVER:	Brad King, Alderman
SECONDER:	Kevin Quinn, Alderman
AYES:	Brad King, Robert Griffin, Jack Young, Kevin Quinn

OPEN DISCUSSION

David Caldwell, 3715 S. Berlinwood, commended the current administration on their leadership. He stated that Bartlett was a great place to live and work.

ADJOURNMENT

Meeting adjourned at 6:27 PM

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

David Parsons, Mayor

Minutes Acceptance: Minutes of Oct 22, 2024 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3666)

Meeting: 11/12/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3666

Ordinance 24-10, an Ordinance to Rezone from "RS-18" Single Family Residential to "RS-12" Single Family Residential property on Billy Maher Road.

WHEREAS, an application has been received to rezone property described herein from "RS-18" Single Family Residential to "RS-12" Single Family Residential; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 7th day of October 2024, and notice thereof published in *The Bartlett Express*, and made a favorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 26th day of November 2024, and notice thereof published in *The Bartlett Express*,

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

SECTION 1. The property described as follows is hereby rezoned from "RS-18" to "RS-12":

Being a description of the Thomas Stelling, et.al. Tracts as recorded by Z4 4730, 13012665, 13012666, & AR 9281 in the Registers Office of Shelby County, Tennessee. Property located in Bartlett, Shelby County, Tennessee and more particularly described as follows:

Beginning at a point being the northwest corner of First Addition, Winding Oaks P.D. as recorded by P.B. 207, PG 8; thence along the north line of the said Stelling tracts, the south line of Ravencrest P.D., Ph. 3 (P.B. 223, PG 33) and the south line of the Farley Property S86°53'39"W a distance of 1587.75 feet to a point in the centerline of Billy Maher; thence S03°52'29"E along said Billy Maher Road a distance of 614.85; thence along a curve to the right having a radius of 800.00 feet and an arc length of 156.60 feet; thence continuing along the centerline of Billy Maher Road S07°20'27"W a distance of 44.65 feet to a point; thence along the north line of the Bessie Y. McGhee property, Instrument Number KT-9258 N86°00'00"E a distance of 1689.73 feet to a point; thence N06°30'48"W a distance of 247.55 feet to a point; thence N83°03'12"E a distance of 213.37 feet to a point in said west line of Winding Oaks then along said west line the following courses: N38°50'03"W a distance of 109.12 feet to a point; thence N23°43'02"W a distance of 379.66 feet to a point; thence N44°41'55"W a distance of 135.57 feet to the Point of Beginning and containing 31.51 acres of land.

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 22, 2024

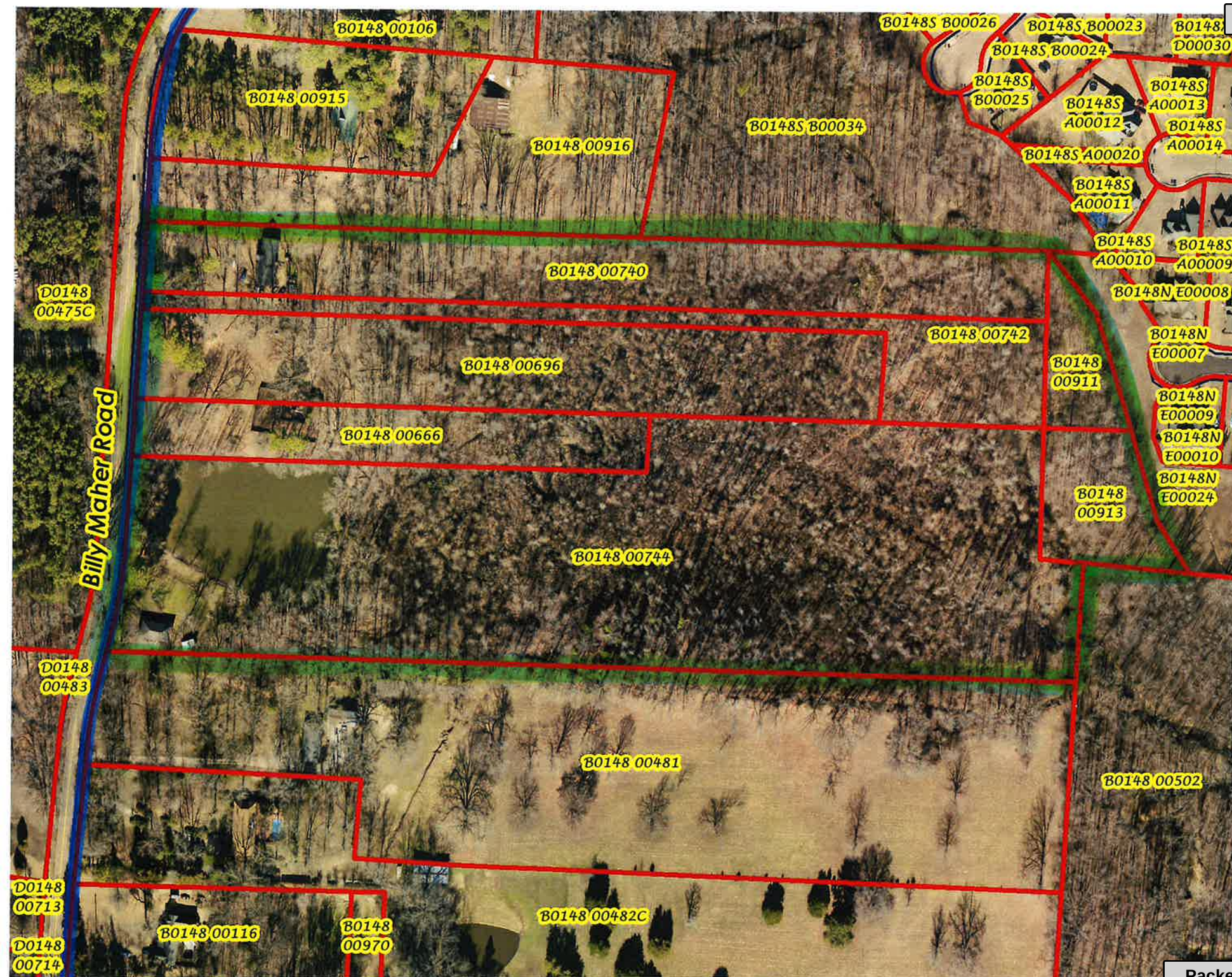
Second Reading: November 12, 2024

Third Reading: November 26, 2024

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 RS-12
Property Address 4570 BILLY MAHER RD.
Present Zoning RS-18
Owner/Developer Contact JIM CORTIS - GBI CONTRACTING Phone 901.351.5375
MARC STOLLING Fax _____
Company Name _____
Address 4570 BILLY MAHER RD.
Architect Contact _____ Phone _____
Company Name _____ Fax _____
Address _____
Engineer Contact DAVID BLAY Phone 901.383.8668
Company Name THE BLAY FIRM Fax _____
Address 2950 STAGE PLAZA N. BARTLETT, 38134

Submitted by DAVID BLAY (printed name) [Signature] (signature) 09.03.24 (date)
Email Address dgray@connect.com Phone 901.383.8668 Fax _____

- dyb Attach a checked-off "Rezoning Checklist" and all items required therein.
dyb Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
dyb Provide 18-folded ($\pm 10'' \times 13''$) sets of plans with a copy of the signed application attached to each set.
dyb 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.
dyb 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.

(print name)

(signature)

(date)

RECEIVED

SEP 03 2024

CITY OF BARTLETT

THE BRAY FIRM
LAND DEVELOPMENT
SERVICES

Telephone 901-383-8668

2950 Stage Plaza North
Bartlett, Tennessee 38134

September 3, 2024

Sam Harris
Senior Planner
City of Bartlett
Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Stelling Planned Development
Request zoning change from RS-18 to RS-12
Bartlett, Tennessee

Mr. Harris:

Per this letter, we are requesting rezoning of the 31+- acres identified as 4570 Billy Maher Road from RS-18 to RS-12. As you will recall, a previous application was submitted on this property conforming to the density of the RS-18 zoning district. However, the site development projections did not allow that plan to move forward to construction. The owner, Mark Stelling, and the applicant, Jim Curtis (GBI Contracting) are trying to find a viable option to develop this tract and bring new single family residences to the northwest portion of Bartlett. We believe that with the new masterplan (submitted concurrently) and the requested change in zoning this will be a viable project and an asset to this area of Bartlett.

Thank you for considering this request. If you have any questions or need any additional information, please contact me.

Sincerely,


David Gean Bray, P.E.

RECEIVED

SEP 03 2024

CITY OF BARTLETT

Attachment: Stelling PD Rezoning (3666 : Ord. 24-10 Rezone Property on Billy Maher Rd)

Stelling Manor PD

Proposed General Sub Requirements & Restrictions

Date: September 30, 2024

Subject: 94 Single Family Building Lots, 31.51 acres.

Location: 4570 Billy Maher Rd. Bartlett.

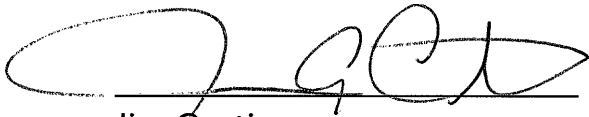
HOA: PD governed by Homeowner Association, to own/maintain all common areas and amenities. Including landscaping, fencing signage, etc.

Architectural Review/Requirements: An Architectural Review Committee will be in place to approve all house plans, to include design style, building materials, color selections, etc. Approval must be given prior to start of construction, and/or improvements after construction. All fencing must have approval prior to installation.

Design Requirements: 2,000 sf minimum heated/1,850 sf ground floor min heated. 2 car garage min - 3 car max. Architectural/dimensional type roofing shingle. 80% brick/stone (front elevation to be all brick/stone). Wood Clad or Vinyl windows (no aluminum). All garage doors to be carriage style, garage coach lights, roof vents painted. Yards to be professionally landscaped and fully sodded.

Other; No direct access from Billy Maher rd. to any lot. Subdivision entrance sign to be professional designed and have electricity & irrigation. Fencing along Billy Maher rd. on common area at lots 1 -4.

Other general and typical subdivision requirements and restrictions as found on single family residential Planned Developments.



Jim Curtis
GBI Contractors

Attachment: stelling letter (3666 : Ord. 24-10 Rezone Property on Billy Maher Rd)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/12/24 06:00 PM

Department: Board of Mayor and Aldermen

Category: Agreement

Prepared By: Penny Medlock

Department Head: David Parsons

Dispense with second Board of Mayor and Aldermen meeting in December.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 11/12/24 06:00 PM

Department: Police

Category: Purchase

Prepared By: Jennifer Stonecipher

Department Head: Jeff Cox

Bid for emergency equipment and installation in police vehicles.

On October 4, 2024, an ad was placed in *The Daily News*. On October 10, 2024 the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

ComServ Wireless	\$81,737.00
Dana Safety Supply	\$95,049.00

We recommend the bid be awarded to ComServ Wireless for a total price of \$81,737.00.

Funds are available in Account 110.42100.935.

Thank you for your consideration.

Representatives from the Bartlett Police Department reviewed the bids mentioned above to ensure that all specifications met the noted requirements. After review, the bid was awarded to Comserv Wireless as the provider of the described equipment. During the bid process, Comserv Wireless agreed to supply the related emergency vehicle equipment and installation pricing for a period of one year.

The Police Department is seeking to install emergency vehicle equipment in nine new police vehicles. This equipment includes emergency lighting, a siren, a rear prisoner seat, gunlocks, a storage box, camera equipment, and computer equipment required for use by officers during their duties.



BARTLETT POLICE DEPARTMENT

Police Vehicle Lights & Accessories



6.2.a

Project Description:

- The Police Department is seeking to install emergency equipment in nine (9) new police vehicles. This equipment includes emergency lighting, a siren, a rear prisoner seat, gunlocks, a storage box, camera equipment, and computer equipment. Each of these items is a standard piece of equipment installed in all Bartlett Police Patrol Vehicles and is required for use by officers during their duties.

Vendor Selection Process:

- On October 4, 2024, an ad was placed in The Daily News seeking an invitation for sealed bids for the purchase and installation of emergency vehicle equipment within police vehicles. On October 10, 2024, the City of Bartlett received (2) two proposals.
- The bids received were from Comserv Wireless & Dana Safety Supply. ComServ's bid totalled \$81,737.00 and Dana Safety Supply's bid totalled \$95,049.00.
- Representatives from the Bartlett Police Department reviewed the bids mentioned above to ensure that all specifications met the noted requirements. After review, the bid was awarded to Comserv Wireless as the provider of the described equipment. During the bid process, Comserv Wireless agreed to supply the related emergency vehicle equipment and installation pricing for a period of (1) one year.

Equipment & Cost:

- Comserv Wireless has provided a quote for \$81,737 to purchase and install emergency equipment in (9) Police Vehicles. The pricing outlined is consistent with the bid provided. The Police Department respectfully requests to utilize Comserv Wireless as the provider of the described equipment.
- Funding for this purchase is available in Account # 110.42100.935
- The following documents are attached for further review:
 - Invitation for Sealed Bids
 - Comserv Wireless Bid
 - Dana Safety Bid
 - Itemized Quote from Comserv Wireless

Thank you for your consideration,

A blue ink signature of Jeff Cox, Chief of Police.

Jeff Cox, Chief of Police

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732007345

Page 1

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 10/25/2024		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
BID SPECS FOR PATROL, K-9, SUPERVISOR VEHICLES					
1	NOTE		0.00	0.00	
		***** PATROL, 5 VEHICLES *****			
5	I	INSTALLATION	1,699.00	8,495.00	
5	IKFB	Install Kit: Wire, Splices, Loom, etc.. Full Build	150.00	750.00	
5	FRT	FREIGHT	100.00	500.00	
5	MISC-PART		899.00	4,495.00	
		Push Bumper Elite, with Wing Wrap & Pit Bar Elite, Dodge Durango			
5	36-6005F2MP	Elite 23.5" 2 LIGHT CHANNEL FOR FEDERAL SIGNAL MICROPULSE	37.00	185.00	
10	MPS600U-BB	MICROPULSE ULTRA, BLUE/BLUE 6 LED, SURFACE MOUNT, ULTRATHIN	84.00	840.00	
5	SIFMJS-DUR16-P3	SPLIT FRONT TRI COLOR ILS CENTER FOCUS 2016-2023 DODGE DURANGO RED/BLUE/WHITE PACKAGE ALSO INCLUDES: * Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrowstick * ODBII Interface Cable * Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker, and ESB-U Speaker Bracket * Rumbler Bracket * Rumbler Speaker Kit, Dual	2,999.00	14,995.00	
10	MPSW9-BW	MICROPULSE WIDE ANGLE, 12 LED DUAL COLOR, BLUE/WHITE FEDERAL SIGNAL	149.00	1,490.00	
10	PSLVBK04	SL Running Light Mount Kit (for 1 SLR) 2011/2021 Dodge Durango	39.00	390.00	
10	ESLRL6105E	Side Line Running Light, 61" 5 Module, Dual Color Blue/White	309.00	3,090.00	
5	425-6706	DGS/MAX Contour Console, 2021+ Durango 16"	449.00	2,245.00	
5	425-6260	ARM REST, UNIVERSAL UPPER STRUCTURE ONLY,	51.00	255.00	

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732007345

Page 2

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 10/25/2024		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
		ADJUSTABLE JOTTO			
5	425-6729	ABS Dual Cup Holder Faceplate Mount (4")	44.00	220.00	
5	425-6701	FP Assy, 2" w/ 2.1A USB-A & 2.1A USB-C & 12v Outlets x2 Substitute for 425-6164	75.00	375.00	
5	ETRAB7603	ANTENNA, PHANTOM ELITE 760-870, BLACK	65.00	325.00	
5	425-5600/5182	COMPUTER MOUNT WITH GK PLATE 11+ DODGE DURANGO STANDARD	294.00	1,470.00	
5	475-0849	GR3-AR-870-XTRD-GL3XL (2 GL3XL Locks) Vertical Mount to Flat/Recessed Housing HANDCUFF KEY OVER RIDE	499.00	2,495.00	
5	475-0966	PARTITION, SPACE CREATOR, VP9, 14-21 DUR PATRIOT	799.00	3,995.00	
5	475-8848	HSEP, 2PC, 14+ DURANGO PATRIOT	84.00	420.00	
5	475-1516	Replacement Bio Seat System 18+ Dodge Durango Incl. Seat/Belts/Cargo Barrier/Hardware	1,470.00	7,350.00	
5	475-1417	Window Armor (Bar Style) use with OEM Door Durango PPV 19+	295.00	1,475.00	
5	03.W3125.000	HEADLIGHT FLASHER/RANDOM WIG-WAG ABLE2	72.00	360.00	
1	NOTE		0.00	0.00	
		***** K-9, 1 VEHICLE *****			
1	I	INSTALLATION	2,499.00	2,499.00	
1	IKFB	Install Kit: Wire, Splices, Loom, etc.. Full Build	150.00	150.00	
1	FRT	FREIGHT	100.00	100.00	
1	MISC-PART		899.00	899.00	
		Push Bumper Elite, with Wing Wrap & Pit Bar Elite, Dodge Durango			
1	36-6005F2MP	Elite 23.5" 2 LIGHT	37.00	37.00	

Attachment: Minute Trac Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732007345

Page 3

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 10/25/2024		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
		CHANNEL FOR FEDERAL SIGNAL MICROPULSE			
2	MPS600U-BB	MICROPULSE ULTRA, BLUE/BLUE 6 LED, SURFACE MOUNT, ULTRATHIN	84.00	168.00	
1	SIFMJS-DUR16-P3	SPLIT FRONT TRI COLOR ILS CENTER FOCUS 2016-2023 DODGE DURANGO RED/BLUE/WHITE PACKAGE ALSO INCLUDES: * Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrowstick * ODBII Interface Cable * Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker, and ESB-U Speaker Bracket * Rumbler Bracket * Rumbler Speaker Kit, Dual * Two (2) EXPMOD32, 32-Channel Expansion Module	3,333.00	3,333.00	
2	MPSW9-BW	MICROPULSE WIDE ANGLE, 12 LED DUAL COLOR, BLUE/WHITE FEDERAL SIGNAL	149.00	298.00	
2	PSLVBK04	SL Running Light Mount Kit (for 1 SLR) 2011/2021 Dodge Durango	39.00	78.00	
2	ESLRL6105E	Side Line Running Light, 61" 5 Module, Dual Color Blue/White	309.00	618.00	
1	425-6706	DGS/MAX Contour Console, 2021+ Durango 16"	449.00	449.00	
1	425-6260	ARM REST, UNIVERSAL UPPER STRUCTURE ONLY, ADJUSTABLE JOTTO	51.00	51.00	
1	425-6729	ABS Dual Cup Holder Faceplate Mount (4")	44.00	44.00	
1	425-6701	FP Assy, 2" w/ 2.1A USB-A & 2.1A USB-C & 12v Outlets x2 Substitute for 425-6164	75.00	75.00	
1	ETRAB7603	ANTENNA, PHANTOM ELITE 760-870, BLACK	65.00	65.00	
1	425-5600/5182	COMPUTER MOUNT WITH GK PLATE 11+ DODGE DURANGO STANDARD	294.00	294.00	

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732007345

Page 4

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 10/25/2024		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
1	03.W3125.000	HEADLIGHT FLASHER/RANDOM WIG-WAG ABLE2	72.00	72.00	
1	EZPF-DURANGO	E/Z RIDER K9 PLATFORM W/RUBBER MAT DODGE DURANGO 11-CURRENT AMERICAN ALUMINUM	2,999.00	2,999.00	
1	HP-5020	K-9 HOT-N-POP® PRO	1,499.00	1,499.00	
1	HAP-EVS-K	ENGINE VIBRATION STALL SENSOR (NOT FOR USE WITH HYBRID VEHICLES)	149.00	149.00	
1	HA-FKT10-P	FAN KIT, 10" MANUAL SWITCH, K-9 UNIT	149.00	149.00	
1	475-2124	"The Stash" Durango 2021+, Vertical (Mount to Cargo Barrier)	449.00	449.00	
1	HA-FWG-10	HEAVY DUTY FAN GUARD FOR 10" FAN FAN NOT INCLUDED	83.00	83.00	
1	HA-RBM-27-RD	HOT N POP PRO REMOTE PAGER KIT W/ HP-ANT-27-400 DUAL BAND ANTENNA KIT (SAME AS HP-RBM-27-400)	349.00	349.00	
1	WATER DISH	SPILL PROOF, BRACKET MOUNT WATER DISH AMERICAN ALUMINUM	149.00	149.00	
1	T-DGDURM1-11N-TR-HG	TRUCKVAULT, DODGE DURANGO Magnum Height, 1 Drawer, Elevated	2,300.00	2,300.00	
1	NOTE	***** SUPERVISOR, 3 VEHICLES *****	0.00	0.00	
3	I	INSTALLATION	999.00	2,997.00	
3	IK7	Install Kit: Wire, Splices, Loom, etc..	75.00	225.00	
3	FRT	FREIGHT	25.00	75.00	
6	MPS63U-RBW	MICROPULSE ULTRA TRI COLOR, RED/BLUE/WHT SURFACE MOUNT	84.00	504.00	
3	ETSA200R	COMPACT SIREN, 100 WATT REMOTE AMP AND SWITCH PANEL SOUND OFF	215.00	645.00	
6	MPSW9-BW	MICROPULSE WIDE ANGLE, 12 LED DUAL COLOR, BLUE/WHITE FEDERAL SIGNAL	135.00	810.00	
3	MPSMW9-DUR21MIR	SIDE MIRROR BRACKETS,	40.00	120.00	

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

COMSERV WIRELESS

1246 Sycamore View Road
Memphis, TN 38134
Phone: (901) 767-6800
Fax: (901) 767-4555

ESTIMATE 732007345

Page 5

Bill To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Ship To:
Bartlett Police Dept.
6400 Stage Road
Bartlett, TN 38134-0000

Date: 10/25/2024		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
		PAIR			
		2015+ DODGE DURANGO			
18	XSM1C-BRW-US	XSTREAM INTERIOR MOUNT WARNING LIGHT SINGLE HEAD WITH CIGARETTE PLUG BLUE/RED/WHITE	85.00	1,530.00	
3	RL3040	Relay 30/40 amp	0.00	0.00	
3	15600-0610	ATO/ATC Fuse Block 6 Gang No Ground	0.00	0.00	
3	46390	LMI AMI Fuse Holder	0.00	0.00	
3	ES100C	SPKR,EMERG,100W PLASTIC, FINISHED MODEL FEDERAL SIGNAL SPEAKER BRACKET INCLUDED	249.00	747.00	
3	CCAS-SB-7-800	Concealed Internal Antenna "Stinger", SUPERBAND®, 760-896 MHz	99.00	297.00	
3	03.W3125.000	HEADLIGHT FLASHER/RANDOM WIG-WAG ABLE2	72.00	216.00	

This quote is valid for 30 days unless stated otherwise above.

Subtotal : \$81,737.00
Tax : \$0.00
Total Quote : \$81,737.00

Signature: _____

Due to the increased Credit Card processing fees, as of March 1st, 2017 we will charge a 2.5% fee for all Credit Card/P Cards that are not swiped at our office. Checks, ACH and Cash will not incur Processing fees.

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE
38134**

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police



REQUEST FOR SEALED BIDS

SB # FY2025-10-004

DUE: October 10, 2024, no later than 2:00 p.m. (CST)

POLICE PATROL VEHICLE LIGHTS AND ACCESSORIES BARTLETT POLICE DEPARTMENT

The City of Bartlett Police Department is seeking to purchase Vehicle Emergency Lights and Accessories for Interior Police Pursuit Sport Utility Vehicles, Interior Police Pursuit K-9 Sport Utility Vehicles, and Interior Supervisor Dodge Durango as per the written specification.

NOTICE TO BIDDERS

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

Sealed Bids are to be received no later than **2:00 P.M. on October 10, 2024**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2025-10-004 "VEHICLE EMERGENCY LIGHTS AND ACCESSORIES"** and addressed as follows:

**MAYOR DAVID PARSONS
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity. If further information is desired, please contact Laurie Thompson, Police Department Chief Inspector, at 901-385-5540 or email LThompson@bartlettspolice.org.

Please quote prices on the attached bid sheet.

We propose to furnish the item(s) listed on the attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Comserv Services, LLC

NAME OF FIRM

ken@comserv.com

EMAIL

1246 Sycamore View Rd, Memphis, TN 38134

ADDRESS

901-767-6800

PHONE


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

Ken Hunt

PRINT NAME

10/9/2024

DATE

INTENT

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for the provision of **Vehicle Emergency Lights and Accessories** for Interior Police Pursuit Sport Utility Vehicles, Interior Police Pursuit K-9 Sport Utility Vehicles, and Interior Supervisor Dodge Durango.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make its equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 9). Note: An original, clearly marked, and two copies shall be included in the bid package.
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for 180 days from the bid due date.
5. The bid should state the manufacturer's warranty, along with the owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter will be issued to the successful vendor designating them the supplier of said equipment for the period specified in the Bid-Pricing Guarantee (180 or 365 days from the bid due date).
8. An official Purchase Order may be issued for one (1) unit, multiple units, or zero (0) units at any time during the awarded period. All purchase orders are subject to available funding.
9. Products delivered because of the award of this bid shall be a current-year model, new and unused.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

BID PRICING SHEET

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

(Include one original and two copies including bid-pricing, Public Acts 109 form, Public Acts 775 form, and current W-9 form)

PART I – Interior Patrol Dodge Durango

**All Pricing and Installation are to be as specified for (1) 2024 / 2025 Dodge Patrol Durango
 Interior Lighting Package**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Fee for installation of all supplied components, and Installation of City supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antennas	1,699
2.	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	150
3.	Freight Charges	100
4.	Push Bumper Elite, with Wing Wrap & Pit Bar Elite, Dodge Durango	899
5.	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish	37
6.	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper	168 (for 2)
7.	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue/White, Flood for Scene, Takedowns	2,999
8.	Low Profile Light Bar Dual Color, Center Focus, Split Rear Hatch FSJoin, Configured Blue with Amber Arrowstick	Included in 7
9.	Two (2) LED Dual Color Under Mirror Lights, Blue/White with Flood Option for Alley Lights	298 (for 2)
		 Initials
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

10. ODBII Interface Cable	Included in 7
11. Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker, and ESB-U Speaker Bracket	Included in 7
12. Two (2) SL Running Light Mount Kit (For 1 SLR)	78 (For 2)
13. Two (2) Side Line Running Light, 61" (5) Module, Dual Color Blue / White	618 (For 2)
14. Rumbler Bracket	Included in 7
15. Rumbler Speaker Kit, Dual	Included in 7
16. Contour Console, 20"; Max Depth with Face Plates for Radio, siren, Etc. included	449
17. Arm Rest, Universal Upper Structure Only, Adjustable	51
18. Cup Holder, 4", Formed ABS	44
19. FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2	75
20. Antenna, Phantom Elite 760-870, Black	65
21. Computer Stand, Heavy Duty Pole with GK Plate	294
22. Gun Lock – Vertical Mount to Flat / Recessed Housing, Handcuff Key Over Ride, GR3-AR-870-XTRD-GL3XL	499


 Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
23.	Partition, Space Creator, VP9 Partition Package	799
24.	Partition, VP9, Space Creator Wire Grid, Center Slide, with Trans Kit	See 23
25.	HSEP (2) PC, Durango	84
26.	Rear Bid Seat Replacement System	1,470
27.	Window Armor (Bar Style) use with OEM Door	295
28.	Headlight Flasher / Random, WIG-WAG Flash Halo	72

PART I - UNIT PRICE TOTAL

\$ 11,243.00

Total Bid in Words:

Eleven thousand two hundred forty three dollars and NO/100.

Estimated time of delivery/installation 45-60 days.



Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

PART II – Interior Patrol K-9 Dodge Durango

**All Pricing and Installation are to be as specified for (1) 2024 / 2025 Dodge Patrol Durango
 Interior Lighting Package with K-9**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.)	Fee for installation of all supplied components, and Installation of City-supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antenna	2,499
2.)	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	150
3.)	Freight Charges	100
4.)	Push Bumper Elite, with Wing Wrap & Pit Bar, Dodge Durango	899
5.)	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish	37
6.)	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper	168 (For 2)
7.)	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue / White, Flood for Scene, Takedowns	3,333
8.)	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrow Stick	Included in 7
9.)	Two (2) LED Dual Color Under Mirror Lights, Blue / White with Flood Option for Alley Lights	298 (for 2)
10.)	ODBII Interface Cable	Included in 7
		
		Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
11.)	Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker and ESB-U Speaker Bracket	Included in 7
12.)	Two (2) EXPMOD32 32 Channel Expansion Module	Included in 7
13.)	Two (2) SL Running Light Mount Kit (For 1 SLR)	78 (For 2)
14.)	Two (2) Side Line Running Light, 61" (5) Module, Dual Color Blue / White	618 (For 2)
15.)	Rumbler Bracket	Included in 7
16.)	Rumbler Speaker Kit, Dual	Included in 7
17.)	Contour Console, 20"	449
18.)	Arm Rest, Universal Upper Structure Only, Adjustable	51
19.)	Cup Holder, 4", Formed ABS	44
20.)	FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2	75
21.)	Antenna, Phantom Elite 760-870, Black w/ Coax and Connector	65
22.)	Computer Stand, Heavy Duty Pole with GK Plate with brace Assembly	294
23.)	Headlight Flasher / Random, WIG-WAG Flash Halo	72
24.)	E/Z-Rider K9 Platform 11-Present Durango Full Size Kennel	2,999
25.)	K-9 Hot-N-Pop Pro	1,499
26.)	Engine Vibration Stall Sensor	149
27.)	Fan Kit, 10" Manual Switch, K-9 unit	149
28.)	One (1) mag Mic Holder AR Rifle Gun lock (The Stash)	449
		
		Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
29.)	Heavy Duty Fan Guard for 10" Fan	83
30.)	Hot N Pop Pro Remote Pager Kit w/HP-ANT-27-400 Dual Band Antenna Kit	349
31.)	Spill Proof, Bracket Mount Water Dish American Aluminum	149
32.)	Durango Mag (1) Dwr Elevated Version PPV for use With K-9 Cage	2300

PART II - UNIT PRICE TOTAL

\$ 17,356

Total Bid in Words:

Seventeen thousand three hundred and fifty six dollars and NO/100

Estimated time of delivery/installation 45-60 days.

KOH
 Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
Sealed Bid FY2025-10-004
DUE: October 10, 2024

PART III Interior Supervisor Dodge Durango

**All Pricing and Installation area to be as specified for (1) 2024/2025 Supervisor Dodge
Durango Interior Lighting Package**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.)	Fee for installation of all supplied components, and installation of City supplied Department Two-Way Radio	999
2.)	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	75
3.)	Freight Charges	25
4.)	Micropulse Ultra Tri Color, Red/White/Blue Surface Mount	168 (For 2)
5.)	Compact Siren, 100 Watt Remote AMP and Switch Panel (Federal Signal or Sound Off	215
6.)	MicroPulse Wide Angle 9 (12) LED's, Blue/White Flash Blue/White, No Flood	270 (For 2)
7.)	Side Mirror Brackets, Pair 2015+ Dodge Durango	40 (For 2)
8.)	XStream Interior Mount Warning Light Single Head With Cigarette Plug Red/White/Blue Qty, (6)	510 (For 6)
9.)	Relay 30/40 AMP	0
10.)	ATO/ATC Fuse Block 6 gang no ground	0
11.)	LMI AMI Fuse Holder	0
12.)	One (1) Siren Speaker and Bracket	249
13.)	Concealed Internal Antenna "Stinger" 760-896 MHz	99
14.)	Headlight Flasher/Random Wig-Wag Flash Halo	72

KOA

Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

Part III – UNIT PRICE TOTAL

\$ 2,722.00

Total Bid in Words:

Two thousand seven hundred twenty two dollars and NO/100.

Estimated time of delivery/installation 20-30 days.

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

BID PRICING SHEET SIGNATURES

(One original, clearly marked, and two copies with the bid-pricing sheet, the Public Acts 109 form, Public Acts 775 form, and the signed W-9 Form)

Part I Total Price: 11,243.00

Part II Total Price: 17,356.00

Part III Total Price: 2,722.00

NOTE: BID-PRICING GUARANTEE

The pricing provided within the bid is firm for 180 days, with an option to purchase additional Vehicle Emergency Lights & Accessories within one year from the bid due date at the same price.

Yes: X **No:** _____

NOTE: COOPERATIVE PURCHASING

T.C.A. 12-3-1205 authorizes any local government to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that file a Cooperative Purchasing Agreement with the City of Bartlett may purchase from Contracts established by the City. Unless the Contractor declines the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the Bid prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the City. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The City of Bartlett accepts no responsibility for the payment of the purchase price by other governmental agencies.

The contractor will make contract prices available to other agencies in accordance with the above:

Yes: X **No:** _____

Comserv Services, LLC

Name of Firm

ken@comserv.com

Email

Ken Hunt

Authorized Representative
(Typed or Printed)

901-767-6800

Telephone Number



Authorized Representative Signature

10/9/2024

Date

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

PUBLIC ACTS 775
(Boycott of Israel Act)

"By submission of this bid, each bidder and each person signing on behalf of any supplier certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1." (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.775.php.



Print Name Ken Hunt

Signed [Signature]

Title Chief Manager

Subscribed and sworn before me this 09 day of OCT,
 20 24.

Signed [Signature]

Print Name JAMES N. TABER

Title NOTARY

My commission expires: 21 AUG, 20 27.

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

POLICE VEHICLE ACCESSORIES
Sealed Bid FY2025-10-004
DUE: October 10, 2024

IRAN DIVESTMENT ACT

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

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.109.php.



Print Name Ken Hunt

Signed [Signature]

Title Chief Manager

Subscribed and sworn before me this 09 day of OCT, 20 24.

Signed [Signature]

Print Name JAMES N. TABER

Title NOTARY

My commission expires: 21 AUG, 20 27.

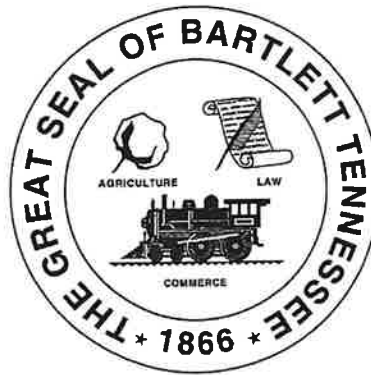
NOTE: Bids cannot be considered nor awards made to anyone without the above-required statemen

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE
38134**

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police



REQUEST FOR SEALED BIDS

SB # FY2025-10-004

DUE: October 10, 2024, no later than 2:00 p.m. (CST)

POLICE PATROL VEHICLE LIGHTS AND ACCESSORIES

BARTLETT POLICE DEPARTMENT

The City of Bartlett Police Department is seeking to purchase Vehicle Emergency Lights and Accessories for Interior Police Pursuit Sport Utility Vehicles, Interior Police Pursuit K-9 Sport Utility Vehicles, and Interior Supervisor Dodge Durango as per the written specification.

NOTICE TO BIDDERS

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

Sealed Bids are to be received no later than **2:00 P.M. on October 10, 2024**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2025-10-004 "VEHICLE EMERGENCY LIGHTS AND ACCESSORIES"** and addressed as follows:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity. If further information is desired, please contact Laurie Thompson, Police Department Chief Inspector, at 901-385-5540 or email LThompson@bartlettspolice.org.

Please quote prices on the attached bid sheet.

We propose to furnish the item(s) listed on the attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

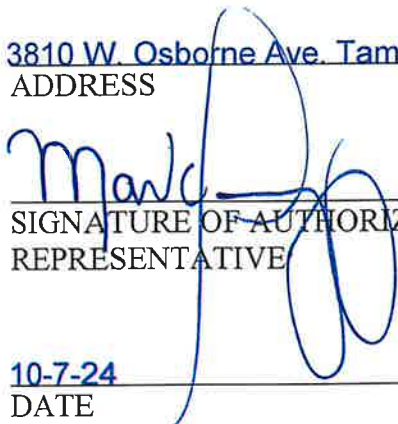
These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Dana Safety Supply, Inc.
NAME OF FIRM

bids@danasafetysupply.com
EMAIL

3810 W. Osborne Ave. Tampa, FL 33614
ADDRESS

813-348-4888
PHONE


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Mark Sevigny
PRINT NAME

10-7-24
DATE

INTENT

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for the provision of **Vehicle Emergency Lights and Accessories** for Interior Police Pursuit Sport Utility Vehicles, Interior Police Pursuit K-9 Sport Utility Vehicles, and Interior Supervisor Dodge Durango.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

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1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 9). Note: An original, clearly marked, and two copies shall be included in the bid package.
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for 180 days from the bid due date.
5. The bid should state the manufacturer's warranty, along with the owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter will be issued to the successful vendor designating them the supplier of said equipment for the period specified in the Bid-Pricing Guarantee (180 or 365 days from the bid due date).
8. An official Purchase Order may be issued for one (1) unit, multiple units, or zero (0) units at any time during the awarded period. All purchase orders are subject to available funding.
9. Products delivered because of the award of this bid shall be a current-year model, new and unused.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

BID PRICING SHEET

POLICE VEHICLE ACCESSORIES

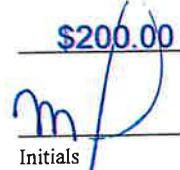
Sealed Bid FY2025-10-004

DUE: October 10, 2024

(Include one original and two copies including bid-pricing, Public Acts 109 form, Public Acts 775 form, and current W-9 form)

PART I – Interior Patrol Dodge Durango

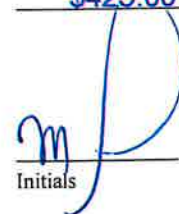
**All Pricing and Installation are to be as specified for (1) 2024 / 2025 Dodge Patrol Durango
Interior Lighting Package**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Fee for installation of all supplied components, and Installation of City supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antennas	<u>\$2,800.00</u>
2.	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	<u>\$280.00</u>
3.	Freight Charges	<u>\$350.00</u>
4.	Push Bumper Elite, with Wing Wrap & Pit Bar Elite, Dodge Durango	<u>\$830.00</u>
5.	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish	<u>\$115.00</u>
6.	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper Code3 CD3802BW	<u>\$75.00</u>
7.	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Code3 39-30017-CM Blue/White, Flood for Scene, Takedowns	<u>\$805.00</u>
8.	Low Profile Light Bar Dual Color, Center Focus, Split Rear Hatch FSJoin, Configured Blue with Amber Arrowstick Code3 40-30030-CM	<u>\$850.00</u>
9.	Two (2) LED Dual Color Under Mirror Lights, Blue/White with Flood Option for Alley Lights Code3 M180SMC-BW	<u>\$200.00</u>
	 Initials	
<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>

Attachment: Minute Trac Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

- | | |
|---|-----------------|
| 10. ODBII Interface Cable Code3 Z3S-OBD-DURCH | <u>\$250.00</u> |
| 11. Pathfinder Siren, w/17 Button Smart Control,
200 Watt, W/Speaker and BRKT, Includes
Rumbler Integration, ES100C Speaker, and
ESB-U Speaker Bracket Code3 Z3SXP-1 / C3900U | <u>\$900.00</u> |
| 12. Two (2) SL Running Light Mount Kit
(For 1 SLR) Code3 C3RNRDC-60L-BW | <u>\$295.00</u> |
| 13. Two (2) Side Line Running Light, 61"
(5) Module, Dual Color Blue / White Code3 C3RNRDC-60R-BW | <u>\$295.00</u> |
| 14. Rumbler Bracket Code3 LF-004 | <u>\$75.00</u> |
| 15. Rumbler Speaker Kit, Dual Code3 LF-KIT | <u>\$750.00</u> |
| 16. Contour Console, 20"; Max Depth with Face Plates for Radio,
siren, Etc. included | <u>\$525.00</u> |
| 17. Arm Rest, Universal Upper Structure Only,
Adjustable | <u>\$70.00</u> |
| 18. Cup Holder, 4", Formed ABS | <u>\$50.00</u> |
| 19. FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2 | <u>\$80.00</u> |
| 20. Antenna, Phantom Elite 760-870, Black | <u>\$50.00</u> |
| 21. Computer Stand, Heavy Duty Pole with
GK Plate | <u>\$280.00</u> |
| 22. Gun Lock – Vertical Mount to Flat / Recessed
Housing, Handcuff Key Over Ride,
GR3-AR-870-XTRD-GL3XL Setina GK10342UHK | <u>\$425.00</u> |


 Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

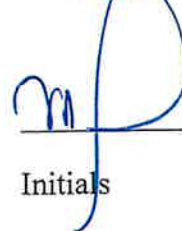
POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
23.	Partition, Space Creator, VP9 Partition Package Setina PK1130DUR11	<u>\$740.00</u>
24.	Partition, VP9, Space Creator Wire Grid, Center Slide, with Trans Kit	<u>Included with line 26</u>
25.	HSEP (2) PC, Durango	<u>Included with line 25</u>
26.	Rear Bid Seat Replacement System Setina QK0635DUR11	<u>\$1,145.00</u>
27.	Window Armor (Bar Style) use with OEM Door	<u>\$230.00</u>
28.	Headlight Flasher / Random, WIG-WAG Flash Halo	<u>\$35.00</u>

PART I - UNIT PRICE TOTAL\$ 12,850.00**Total Bid in Words:**Twelve Thousand Eight Hundred Forty Dollars and zero cents.

Estimated time of delivery/installation 90 days, after receipt of order


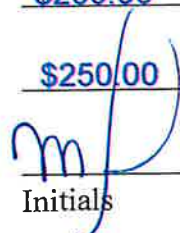
Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

PART II – Interior Patrol K-9 Dodge Durango

**All Pricing and Installation are to be as specified for (1) 2024 / 2025 Dodge Patrol Durango
 Interior Lighting Package with K-9**

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.)	Fee for installation of all supplied components, and Installation of City-supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antenna	<u>\$3,200.00</u>
2.)	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	<u>\$320.00</u>
3.)	Freight Charges	<u>\$500.00</u>
4.)	Push Bumper Elite, with Wing Wrap & Pit Bar, Dodge Durango	<u>\$830.00</u>
5.)	2-Light Mask Plate for LR Push Bumper, Steel, Gloss Finish	<u>\$115.00</u>
6.)	Two (2) Micropulse Ultra, Blue/Blue (6) LED, Surface Mount, Ultrathin for Push Bumper Code3 CD3802BW	<u>\$75.00</u>
7.)	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue / White, Flood for Scene, Takedowns Code3 39-30017-CM	<u>\$805.00</u>
8.)	Low Profile Light Bar Dual Color, Center Focus, Split Front FSJoin, Configured Blue with Amber Arrow Stick Code3 40-30030-CM	<u>\$850.00</u>
9.)	Two (2) LED Dual Color Under Mirror Lights, Blue / White with Flood Option for Alley Lights Code3 M180SMC-BW	<u>\$200.00</u>
10.)	ODBII Interface Cable Code3 Z3S-OB-DURCH	<u>\$250.00</u>
		 Initials

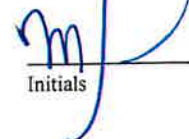
Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
11.)	Pathfinder Siren, w/17 Button Smart Control, 200 Watt, W/Speaker and BRKT, Includes Rumbler Integration, ES100C Speaker and ESB-U Speaker Bracket Code3 Z3SXP-1 / C3900U	<u>\$900.00</u>
12.)	Two (2) EXPMOD32 32 Channel Expansion Module	<u>Included with line 11</u>
13.)	Two (2) SL Running Light Mount Kit (For 1 SLR)	<u>\$40.00</u>
14.)	Two (2) Side Line Running Light, 61" (5) Module, Dual Code3 C3RNRDC-60L-BW / Code3 C3RNRDC-60R-BW Color Blue / White	<u>\$255.00</u>
15.)	Rumbler Bracket Code3 LF-004	<u>\$75.00</u>
16.)	Rumbler Speaker Kit, Dual Code3 LF-KIT	<u>\$750.00</u>
17.)	Contour Console, 20"	<u>\$525.00</u>
18.)	Arm Rest, Universal Upper Structure Only, Adjustable	<u>\$70.00</u>
19.)	Cup Holder, 4", Formed ABS	<u>\$50.00</u>
20.)	FP Assy, 2" w/ 2.1A USB x2 & 12v Outlets x2	<u>\$80.00</u>
21.)	Antenna, Phantom Elite 760-870, Black w/ Coax and Connector	<u>\$50.00</u>
22.)	Computer Stand, Heavy Duty Pole with GK Plate with brace Assembly	<u>\$280.00</u>
23.)	Headlight Flasher / Random, WIG-WAG Flash Halo	<u>\$35.00</u>
24.)	E/Z-Rider K9 Platform 11-Present Durango Full Size Kennel	<u>\$3,100.00</u>
25.)	K-9 Hot-N-Pop Pro	<u>\$1,500.00</u>
26.)	Engine Vibration Stall Sensor	<u>\$145.00</u>
27.)	Fan Kit, 10" Manual Switch, K-9 unit	<u>\$85.00</u>
28.)	One (1) mag Mic Holder AR Rifle Gun lock (The Stash)	<u>\$650.00</u>



Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
29.)	Heavy Duty Fan Guard for 10" Fan	<u>\$90.00</u>
30.)	Hot N Pop Pro Remote Pager Kit w/HP-ANT-27-400 Dual Band Antenna Kit	<u>\$360.00</u>
31.)	Spill Proof, Bracket Mount Water Dish American Aluminum	<u>\$150.00</u>
32.)	Durango Mag (1) Dwr Elevated Version PPV for use With K-9 Cage TruckVault T-DGDURM1-11N-PP-TR	<u>\$2,275.00</u>

PART II - UNIT PRICE TOTAL\$ 19,255.00**Total Bid in Words:**Nineteen Thousand Two Hundred Fifty Five dollars and zero centsEstimated time of delivery/installation 90 days, after receipt of order.


Initials

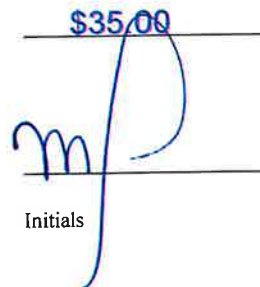
Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
Sealed Bid FY2025-10-004
DUE: October 10, 2024

PART III Interior Supervisor Dodge Durango

All Pricing and Installation area to be as specified for (1) 2024/2025 Supervisor Dodge Durango Interior Lighting Package

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.)	Fee for installation of all supplied components, and installation of City supplied Department Two-Way Radio	<u>\$1,500.00</u>
2.)	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	<u>\$150.00</u>
3.)	Freight Charges	<u>\$75.00</u>
4.)	Micropulse Ultra Tri Color, Red/White/Blue Surface Mount Code3 Tricolor CD3802RBW	<u>\$85.00</u>
5.)	Compact Siren, 100 Watt Remote AMP and Switch Panel (Federal Signal or Sound Off SoundOff ETSA200R	<u>\$195.00</u>
6.)	MicroPulse Wide Angle 9 (12) LED's, Blue/White Flash Blue/White, No Flood Code3 M180SMC-BW	<u>\$125.00</u>
7.)	Side Mirror Brackets, Pair 2015+ Dodge Durango Code3 BSM-BKY-DUR	<u>\$75.00</u>
8.)	XStream Interior Mount Warning Light Single Head With Cigarette Plug Red/White/Blue Qty, (6) CODE3 CD5051VDL2-BW	<u>\$168.00</u>
9.)	Relay 30/40 AMP	<u>\$15.00</u>
10.)	ATO/ATC Fuse Block 6 gang no ground	<u>\$25.00</u>
11.)	LMI AMI Fuse Holder	<u>\$10.00</u>
12.)	One (1) Siren Speaker and Bracket Code3 C3900U	<u>\$150.00</u>
13.)	Concealed Internal Antenna "Stinger" 760-896 MHz	<u>\$115.00</u>
14.)	Headlight Flasher/Random Wig-Wag Flash Halo	<u>\$35.00</u>


Initials

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

Part III – UNIT PRICE TOTAL\$3,848.00

Total Bid in Words:

Three Thousand Eight Hundred Forty Eight dollars and zero cents

Estimated time of delivery/installation 90 days, after receipt of order.

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

POLICE VEHICLE ACCESSORIES
 Sealed Bid FY2025-10-004
 DUE: October 10, 2024

BID PRICING SHEET SIGNATURES

(One original, clearly marked, and two copies with the bid-pricing sheet, the Public Acts 109 form, Public Acts 775 form, and the signed W-9 Form)

Part I Total Price: \$12,850.00

Part II Total Price: \$19,255.00

Part III Total Price: \$3,848.00

NOTE: BID-PRICING GUARANTEE

The pricing provided within the bid is firm for 180 days, with an option to purchase additional Vehicle Emergency Lights & Accessories within one year from the bid due date at the same price.

Yes: ✓ No: _____

NOTE: COOPERATIVE PURCHASING

T.C.A. 12-3-1205 authorizes any local government to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more other local governments in accordance with an agreement entered into between the participants. Such agencies that file a Cooperative Purchasing Agreement with the City of Bartlett may purchase from Contracts established by the City. Unless the Contractor declines the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the Bid prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the City. Each respective governmental agency will issue its own purchase order and make payments according to the terms and conditions set forth in this bid. The City of Bartlett accepts no responsibility for the payment of the purchase price by other governmental agencies.

The contractor will make contract prices available to other agencies in accordance with the above:

Yes: ✓ No: _____

Dana Safety Supply, Inc.
 Name of Firm

bids@danasafetysupply.com
 Email

Mark Sevigny
 Authorized Representative
 (Typed or Printed)

813-348-4866
 Telephone Number

Mark
 Authorized Representative Signature

10-7-24
 Date

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

IRAN DIVESTMENT ACT

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

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.109.php.

Print Name Mark Seigny

Signed Mark Seigny

Title Bids and Contracts Manager

Subscribed and sworn before me this 7th day of October, 2024.

Signed Christopher R. Rocha

Print Name Christopher R. Rocha

Title Notary

My commission expires: June 28, 2027.



CHRISTOPHER R. ROCHA
Commission # HH 415706
Expires June 28, 2027

NOTE: Bids cannot be considered nor awards made to anyone without the above-required statemen

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2025-10-004

DUE: October 10, 2024

PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any supplier certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each supplier is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotated, Title 12, Chapter 4, Part 1.” (Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.)

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.775.php) PublicActs.775.php.

Print Name Mark Seivigny

Signed 

Title Bids and Contracts Manager

Subscribed and sworn before me this 7th day of October, 2024.

Signed 

Print Name Christopher R. Rocha

Title Notary

My commission expires: June 28, 2027.



CHRISTOPHER R. ROCHA
 Commission # HH 415706
 Expires June 28, 2027

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

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Dana Safety Supply, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4809 Koger Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Greensboro NC 27409		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	7	-	1	5	5	7	2	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Mark Savigny	Date 04-08-2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



DSS Warranty Statement

Warranty

As a master distributor/dealer for all the products listed within the equipment portion of the proposal, DSS is well equipped to handle any warranty issues that may arise. Each manufacturer has a warranty policy which acts as a guideline for handling any warranty concerns. However, due to the size and amount of business that DSS does with these manufacturers, we are able to work closely with them to do what is best for the customer, which in this case is the City of Bartlett.

Service and Maintenance

Dana Safety Supply employs a staff of more than two hundred fifty (250) installers throughout the company. We have the ability to bring in installation technicians from any of our facilities throughout the many other locations to ensure timely completion of the installation work. DSS has been able to complete more than 21,000 vehicle installations each year across all of its locations. Many of our installers are EVT Certified along with having received other certifications as well. Our installers also receive training from our manufacturing partners to ensure they maintain their level of knowledge on any new products or systems that come out.

DSS acknowledges that it will be responsible for providing the wiring, connectors, loom, and fuse holders and any other incidentals needed to complete the upfitting of the vehicles. The incidentals used will meet the Society of Automotive Engineers (SAE) standards.

DSS offers a five (5) year warranty period for all installation work completed by Dana Safety Supply. As a master distributor and warranty service center for the manufacturers, DSS is able to handle all product warranty claims for the manufacturer and ensure minimal downtime for the customer.



Executive Summary of Operations and Capabilities

Dana Safety Supply (DSS) is a major warehousing distributor, seller, service provider, and installer of law enforcement and public vehicle equipment, including emergency lighting and related law enforcement products commonly used by public safety entities. In addition, DSS is a major distributor of law enforcement, tactical supplies, duty gear, firearms, ammunition, uniforms, and other public safety products.

DSS operates 40+ locations located in: Greensboro, NC (3), where our corporate office is located; Alabaster, AL; Ft. Payne, AL; Little Rock, AR; Los Angeles, CA; Fresno, CA; Crestview, FL; DeLand, FL; Ft. Myers, FL; Jacksonville, FL; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Tallahassee, FL; Tampa, FL; Atlanta, GA; Marietta, GA; Preston, GA; Rincon, GA (serving metro Savannah); Baton Rouge, LA, Mandeville, LA (serving metro New Orleans); Livingston, MT; Clinton, NC; Oklahoma City, OK; Columbia, SC (2); Knoxville, TN, Memphis, TN; Nashville, TN; Ft. Worth, TX; Houston, TX (2); Harlingen, TX, Round Rock, TX (serving metro Austin); San Antonio, TX; College Station, TX, Lubbock, TX, Lorton, VA (also serving the Metro Washington D.C. area) and Richmond, VA.



DSS was founded in 2005 by a group of law enforcement and fleet professionals and has grown to become the largest company of its type in North America. DSS is a subsidiary of Duval Motor Company and Scott McRae Group (SMAG), a 108-year-old family-owned company that has been in continuous operation and under the same ownership since 1916. SMAG employs over 1,000 people across multiple automotive, finance, and service companies. Each company operates independently, is its own legal entity, and is headed by its own President and management team, but has the financial resources and backing of SMAG at its disposal.

DSS directly employs more than 500 people. This includes a full-time outside sales staff of more than 40 personnel who meet and service public safety customers daily. The inside sales team of 11 supports outside sales efforts and provides immediate customer support along with the administrative and support staff of more than 100. DSS also employs more than 250 emergency vehicle technicians. Each DSS location is staffed with personnel with extensive experience in the sales, installation, and service of public safety products. Many DSS personnel are former law enforcement or military personnel with expertise in administrative operations, budgeting and procurement, fleet management, patrol operations, special operations, and training.



Scope of Work/Contracts

DSS regularly provides emergency vehicle equipment, installation services, and public safety products to numerous State, Federal, and Local agencies, as well as to automotive dealers who utilize our up-fitting services and products. DSS holds and has successfully completed hundreds of large-volume contracts with major public safety agencies throughout its territory, including Federal and State Agencies in AL, AR, CA, FL, GA, LA, MT, NC, OK, SC, TN, TX, and VA. DSS is also an approved contractor for the GSA and has a GSA contract for numerous public safety products and also for installation and upfitting services.



DSS builds an average of 21,000+ public safety vehicles annually, with a sales volume in equipment and installations exceeding \$250M. DSS has extensive experience in equipment specifications, performance, installations, service and troubleshooting, and our staff are subject matter experts in emergency lighting, in-car video, radar systems, GPS systems, radio equipment, prisoner partitions, push bumpers, K9 containment systems and related bolt-on and electronic equipment. Additionally, DSS is a major supplier of public safety tactical equipment, employing numerous subject matter experts in armor, weapons, ammunition, less lethal and crowd control equipment.

DSS is an industry leader in public safety vehicle up-armor, featuring our BallisTech® Vehicle Armoring Solutions packages, protecting Officers from direct and ambush-style shootings.

DSS maintains an average of over 60 million dollars in inventory to further support its customers, the vast majority of that being emergency vehicle equipment and accessories available for immediate delivery, with or without installation. Many of these products and more can be found on our industry-leading e-commerce website, www.danasafetysupply.com.

The mission objective of DSS is to provide its customers with top-tier products backed by first-rate customer service while maintaining the competitive pricing structure that is necessary to compete successfully for government contracts. The major emphasis of DSS' business model are brick-and-mortar locations placed regionally with sales, service, installation, and warehousing operations.

DSS is built around the concept of local service and support, and as such, each location includes a vehicle upfit shop staffed with local inside and outside sales personnel.



Dana Safety Supply Locations

LOCATION	SQ/ FT.	LOCATION DETAILS
North Carolina		Regional General Manager James Panter, 336-897-4055 (Cell) jpanter@danasafetysupply.com Regional Sales Manager, Neil Doss 336-686-2595 (Cell) ndoss@danasafetysupply.com
Greensboro	33,000 SF	Headquarters Operations. Inside/ Outside sales, Warehouse, Installation Facility & Retail Store. Headquarters/Operations: 500 S. Edwardia Dr., Greensboro, NC 27409 Installation Facility/WH: 4809 Koger Blvd., Greensboro, NC 27409 Retail Store: 5221 West Market St., Greensboro, NC 27409
Clinton	11,000 SF	Inside and Outside sales, Warehouse, Installation Facility 150 Pugh Rd., Clinton, NC 28328



Alabama		Regional General Manager, Kyle Pippin, 770-480-8732 (cell) kpippin@danasafetysupply.com
Alabaster (Birmingham)	12,500 SF	Inside and Outside sales, Warehouse, Installation Facility 604 Galloway Circle, Alabaster, AL 35007
Fort Payne	8,500 SF	Warehouse, Installation Facility 1225 Echols Drive, Fort Payne, AL 35968
Arkansas		General Manager, Ryan Simpson, 501-577-0836 (cell) rsimpson@danasafetysupply.com Regional Sales Manager, Cody Craig, 501-413-1158 (cell) ccraig@danasafetysupply.com
Little Rock	26,500SF	Inside and Outside sales, Warehouse, Installation Facility 316 N. Cedar Street, North Little Rock, AR 72114
California		Regional General Manager, George Maris, 407-538-5076 (cell) gmaris@danasafetysupply.com Regional Sales Manager, Chris Degioanni, 747-230-2867 (cell) cdegioanni@danasafetysupply.com
Canoga Park, (Los Angeles)	18,000 SF	Inside and Outside sales, Warehouse, Installation Facility 9035 Independence Ave., Canoga Park, CA 91304
Fresno	21,300 SF	Warehouse, Installation Facility 2550 S. East Avenue, Suite 102, Fresno, CA 93706
Florida		Regional General Manager, Sidney Wells, 904-635-1894 (cell) swells@danasafetysupply.com Regional Sales Manager, JJ Etheridge, 904-521-4484 (cell) jetheridge@danasafetysupply.com Regional Operations Manager, Susan Clay, 407-492-8901 (cell) sclay@danasafetysupply.com
DeLand	20,000 SF	Warehouse, Installation Facility 600 Summerhill Dr., DeLand, FL 32724
Crestview	13,000 SF	Sales, Warehouse and Installation Facility 5692 John Givens Rd, Crestview, FL 32539
Ft. Myers	5,000 SF	Installation Facility 3350 Hanson, Units F&G, Ft. Myers, FL 33916

Attachment: Minute Traq Attachment 111224 (3669 : Purchase and Install Emergency Equipment in Police Vehicles.)



Jacksonville	44,000 SF	Inside and Outside sales, Warehouse, Installation Facility 561 Stevens Street, Jacksonville, FL 32254
Orlando	25,000 SF	Retail Store, Inside and Outside sales, Warehouse, Installation Facility 4832 North Orange Blossom Trail, Orlando, FL 32810
Tallahassee	5,500 SF	Sales, Warehouse and Installation Facility 4412 Production Court, Tallahassee, FL 32310
Tampa	17,000 SF	Retail Store, Inside and Outside sales, Warehouse, Installation Facility 3810 W Osborne Ave., Tampa, FL 33614
Florida		Regional General Manager, Johnny Mikach 796-858-4596 (cell) jmikach@danasafetysupply.com General Manager, Carmen Ferrando, 954-801-3611 (cell) cferrando@danasafetysupply.com
Ft. Lauderdale	15,000 SF	Sales, Warehouse and Installation Facility 750 W. McNab. Road, Fort Lauderdale, FL 3330
Florida		Regional General Manager, Johnny Mikach 796-858-4596 (cell) jmikach@danasafetysupply.com General Manager, Edwin Salgado, 305-951-4320 (cell) esalgado@danasafetysupply.com
Miami	18,000 SF	Inside and Outside sales, Warehouse, Installation Facility 7001 NW 36th Ave., Miami, FL 33147
Georgia		Regional General Manager, Jake Porter, 770-557-6191 (cell) jporter@danasafetysupply.com Regional Sales Manager, Mike White, 770-362-8068 (cell) mwhite@danasafetysupply.com
Atlanta	35,000 SF	Retail Store, Inside and Outside sales, Warehouse, Installation Facility 4729 Nelson Brogdon Blvd #C, Buford, GA 30518
Marietta	16,000 SF	Inside and Outside sales, Warehouse, Installation Facility 1098 King Industrial Drive, Marietta, GA 30062
Preston	6,500 SF	Warehouse, Installation Facility 7277 Washington Street, Preston, GA 31824
Rincon (Savannah)	3,000 SF	Warehouse, Installation facility 145 Industrial Blvd., Rincon, GA 31326



Louisiana		Regional General Manager, Donnie Still, 225-400-8323 (cell) dstill@danasafetysupply.com
Baton Rouge	12,000 SF	Inside and Outside sales, Warehouse, Installation Facility 10362 Greenwell Springs Rd., Baton Rouge, LA 70814
Mandeville (New Orleans)	15,000 SF	Warehouse, Installation Facility 22071 Alpha Blvd., Mandeville, LA 70471
Montana		General Manager, Joy Russo, 406-220-8735 (cell) jrusso@danasafetysupply.com
Livingston	12,000 SF	Inside and Outside sales, Warehouse, Installation Facility 1 West End Road, Livingston, MT 59074
Oklahoma		Regional General Manager James Panter, 336-897-4055 (Cell) jpanter@danasafetysupply.com Regional Sales Manager, Cody Craig, 501-413-1158 (cell) ccraig@danasafetysupply.com
Oklahoma City	11,500 SF	Inside and Outside sales, Warehouse, Installation Facility 308 NE 145th Place Oklahoma City, OK 73013
South Carolina		Regional General Manager James Panter, 336-897-4055 (Cell) jpanter@danasafetysupply.com General Manager, Mark Cowart, 803-446-1863 (cell) mcowart@danasafetysupply.com
Columbia	10,500 SF	Retail Store, Inside and Outside sales, Warehouse, Installation Facility Installation Facility: 1035 Dreyfuss Rd., Columbia, SC 29201 Retail Store: 4601 Broad River Rd., Columbia, SC 29210
Tennessee (West)		General Manager, Chris Ward, 501-237-2475 (cell) cward@danasafetysupply.com Regional Sales Manager, Cody Craig, 501-413-1158 (cell) ccraig@danasafetysupply.com
Memphis	20,000 SF	Inside and Outside sales, Warehouse, Installation Facility 2188 Spicer Cove, Memphis, TN 38134
Tennessee (East)		Regional General Manager, Kyle Pippin, 404-374-0872 (cell) kpippin@danasafetysupply.com
Nashville	12,000 SF	Inside and Outside sales, Warehouse, Installation Facility 1900 Southerland Dr., Nashville, TN 37207
Knoxville	22,100 SF	Warehouse and Installation Facility 3235 Middlebrook Pike, Knoxville, TN 37921



Texas		Regional General Manager, Chuck Geocaris, 713-202-4465 (cell) cgeocaris@danasafetysupply.com Regional Sales Manager, Michael Jones, 281-659-4322 (cell) mjones2@danasafetysupply.com Regional Operations Manager, Ty Hadsell, 817-528-2555 (cell) thadsell@danasafetysuppl.com
Round Rock (Austin)	22,000 SF	Inside and Outside sales, Warehouse, Installation Facility 900 E. Old Settlers Blvd., Round Rock, TX 78664
College Station	14,000 SF	Sales, Warehouse, Installation Facility 9690 FM 50, Somerville, TX 77879
Ft. Worth	27,000 SF	Sales, Warehouse, Installation Facility 800 Railhead Rd., Fort Worth, TX 76106
Houston	40,000 SF	Inside and Outside sales, Warehouse, Installation Facility 7800 Breen Rd Bldg B Houston TX, 77064
Houston	16,200 SF	Sales, Warehouse and Installation Facility 5121 Steadmont Drive, Houston, TX 76040
Harlingen	12,000 SF	Sales, Warehouse, Installation Facility 5002 Logans Run Circle, Harlingen, TX 78550
Lubbock	20,000 SF	Warehouse, Installation Facility Opening Fall, 2024
San Antonio	25,100 SF	Warehouse, Installation Facility 8154 Bracken Creek Drive, San Antonio, TX 78266
Virginia		Regional General Manager James Panter, 336-897-4055 (Cell) jpanter@danasafetysupply.com
Lorton (Washington D.C. Metro)	18,000 SF	Inside and Outside sales, Warehouse, Installation Facility 8520 Cinderbed Rd, Suite 600, Lorton, VA 22079
Richmond	20,000 SF	Inside and Outside sales, Warehouse, Installation Facility 11023 Washington Highway, Glenn Allen, VA 23059

Location Summary:

Dana Safety Supply operates out of 40+ "Brick and Mortar" locations across 13 states and collectively occupies well over half a million square feet of shop and sales space to serve our customers.

**Dana Safety Supply Senior Management:**

DSS wants to assure its customers that there is a no red tape policy at DSS. In the event that management intervention is needed, or unusual circumstances arise, our customers can contact DSS Senior Management directly as noted below. Cell phone numbers are provided to ensure that any customer can reach DSS Senior Management if the need arises. DSS has learned through hundreds of major contracts as well as in day to day business that the key to customer satisfaction is immediate resolution of any area of concern which may arise and is 100% committed to doing so.

The President and CEO of DSS is David Russo. He has the overall responsibility for the company management. David oversees, on a daily basis, all of the DSS sales, installation, and service functions. David has more than thirty-five years of experience in the sales, installation, and service of law enforcement equipment and products. He owned and operated a very successful and highly respected public safety company from 1986 until 2002. After selling it to a New York based investment company he remained on in a leadership role for an additional three years. David has successfully overseen the sales, management, and administration of hundreds of millions of dollars in law enforcement contracts.

In addition, David was a sworn law enforcement officer for 25 years, and served as a patrol deputy, patrol lieutenant, trainer, supervisor, and instructor during his law enforcement career. David has been recognized as an expert witness and has appeared and offered opinions in support of law enforcement.

David Russo

Cell Phone: 850-624-5450 Email: drusso@danasafetysupply.com

The Chief Operating Officer of DSS is Wanda Hobbs. Wanda is based in Greensboro, NC and has thirty-five years of experience in the public safety industry. Wanda is responsible for DSS's daily finance, purchasing, administrative, and warehousing operations. Wanda also oversees the daily operations of the Greensboro location. Wanda co-owned and successfully operated a highly respected public safety distribution company with locations in NC, SC, GA and FL from 1987 until 2007 when it was sold to DSS.

Wanda has a Bachelor's Degree in accounting from the University of North Carolina, and she has successfully administered large public safety contracts for more than thirty-five years in the State of North Carolina and the Southeastern U.S.



Wanda Hobbs, the COO of DSS, and David Russo, CEO, are available to intervene immediately to resolve any issues that may arise and require management intervention above the Regional General Manager or General Manager level.

Wanda Hobbs

Cell Phone: 336-337-9134 Email: whobbs@danasafetysupply.com

The Assistant to the CEO is Jimmy Coumalatsos.

Jimmy will serve as the second back up for contract supervision in the unlikely event that neither Wanda Hobbs nor David Russo is available.

Jimmy has over 25 years of experience in the public safety industry and has served as an Install Technician, Install manager, Salesperson, Sales Manager, and Regional Manager.

Jimmy Coumalatsos

Cell Phone: 904-497-2702 Email: jcoumo@danasafetysupply.com

Federal Government Sales/Support Channel:

Darrin Hope, General Manager, Federal Government Channel

Darrin is responsible for working with Federal Government Agencies for the breadth of Dana Safety Supply commodities.

Darrin has over 20 years of experience in the public safety industry and has served as a Salesperson, VP of Sales, and Director of Sales.

Darrin Hope

Cell Phone: 901-359-5593 Email: dhope@danasafetysupply.com

Marketing/E-Commerce:

Thomas Sabo, General Manager, Marketing & Business Development

Thomas is responsible for marketing & branding strategies as well as our website/e-commerce and all social media platforms.

Thomas has over 30 years in the public safety industry and has served as a Manufacturer's Representative, Salesperson, Sales Manager, General Manager and Regional Manager.

Thomas Sabo

Cell Phone: 813-361-8004 Email: tsabo@danasafetysupply.com

WARRANTY POLICY

TWELVE MONTH WARRANTY

- **Halogen Driving Lights, Lighted Molded Running Board, Off-Road Halogen Lights, Sure-Grip Light Kit, LED Wiring Harness, Westin Winches.**

Westin Automotive Products, Inc. guarantees the original purchaser of Westin products a twelve month warranty from the date of original purchase against manufacturer defects in materials, workmanship and finish under normal use excluding damage resulting from road hazards such as gravel or other debris, product misuse, improper installation, impairments from accidents, product modifications or product neglect. This twelve month warranty applies only to new products and is limited to the repair or replacement of Westin products. Warranty does not include electrical components or light bulb replacement, costs of removal, installation, labor, freight, inconvenience or consequential damages. Original purchaser must return defective merchandise, along with the purchase receipt, to the original place of purchase. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse.

1 YEAR WARRANTY

- **TEXTURED BLACK FINISH (HDX Bumpers, Snyder Marksman Bumpers, Snyder Scope Bumpers, Snyder Recoil Bumpers, Snyder Rock Sliders, Snyder Triple Tube Rock Rails, Snyder Tubular Fenders, HDX Winch Mount Grille Guard.**

Westin Automotive Products, Inc. guarantees the original purchaser of Westin products a 1 year warranty on the product finish from the date of original purchase under normal use excluding damage resulting from road hazards such as gravel or other debris, product misuse, improper installation, impairments from accidents, product modifications or product neglect. This 1 year warranty applies only to new products and is limited to the repair or replacement of Westin products. Warranty does not include electrical components or light bulb replacement, costs of removal, installation, labor, freight, inconvenience or consequential damages. Original purchaser

must return defective merchandise, along with the purchase receipt, to the original place of purchase. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse.

3 YEAR WARRANTY

- **BLACK POWDER COAT, TEXTURED BLACK, WRINKLE BLACK FINISH** (Ball Mounts, Bed Mats and Tailgate Mats, E-Series Step Bars, Sportsman Grille Guard, Sportsman Winch Mount Grille Guard, Contour 3.5 Bull Bar, Contour Safari Light Bar, E-Series Bull Bar, FEY Bumpers, GenX Oval Steps, Grille Guard Winch Trays, HD Bar Clamp Brackets, HDX Bumpers, HDX Grille Guard, HD Running Boards, HDX Drop Steps, HDX Xtreme Boards, R5 Boards, R7 Boards, Thrasher Boards, HDX Light Clamps, HDX LED Grille (excl. Light Bar), HD Overhead Truck Rack, HD Headache Rack, HD Ladder Rack, Snyder Bumpers, Snyder LED Light Mounts, License Plate Re-Locator, MAX Bull Bar/Light Bar, MAX Tow Hooks, MAX Winch Tray, Non-Electrical Winch Accessories, Off-Road Light Bar, Oval 4" Tube Steps, Platinum 4" Oval Step Bars, Platinum 4" Oval Wheel-to-Wheel Step Bars, Premier 6" Oval Tube Steps, PRO TRAXX 4/5/6 Oval Step Bars, PRO TRAXX 5 W2W, Receiver Hitches, Sensor Re-locator, Trailblazer Bumpers and Rocker Bars.
- **BRUSHED ALUMINUM FINISH** (Truck-Pal)
- **WHITE FINISH** (Headache Rack, Ladder Rack)
- **POLISHED** (Westin Towing Accessories, Parking Sensor Re-Locator)
- **MECHANICAL COMPONENTS, NON ELECTRICAL ACCESSORIES** (Westin Winches, Winch Accessories)

- **CHROME, SILVER (FEY Bumpers, HD Running Board, Signature Series Step Bars.)**

Westin Automotive Products, Inc. guarantees the original purchaser of Westin products a three year warranty from the date of original purchase against manufacturer defects in materials, workmanship and finish under normal use excluding damage resulting from road hazards such as gravel or other debris, product misuse, improper installation, impairments from accidents, product modifications or product neglect. This three year warranty applies only to new products and is limited to the repair or replacement of Westin products. Warranty does not include electrical components or light bulb replacement, costs of removal, installation, labor, freight, inconvenience or consequential damages. Original purchaser must return defective merchandise, along with the purchase receipt, to the original place of purchase. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse.

5 YEAR WARRANTY

- **BLACK POWDER COAT FINISH (Lighted and Unlighted Molded Running Boards, Safari Light Bar, Signature Series Step Bars, Ultimate Bull Bar, Stylized Running Boards.)**
- **BRITE, BRUSHED ALUMINUM (Sure-Grip Running Boards)**

Westin Automotive Products, Inc. guarantees the original purchaser of Westin products a five year warranty from the date of original purchase against manufacturer defects in materials, workmanship and finish under normal use excluding damage resulting from road hazards such as gravel or other debris, product misuse, improper installation, impairments from accidents, product modifications or product neglect. This five year warranty applies only to new products and is limited to the repair or replacement of Westin products. Warranty does not include electrical components or light bulb replacement, costs of removal, installation, labor, freight, inconvenience or consequential damages. Original purchaser must return defective merchandise, along with the purchase receipt, to the original place of purchase. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse.

LIFETIME WARRANTY

- **CHROME OR POLISHED FINISH (Bed Rails, Contour 3.5" Bull Bar, Contour Safari Light Bar, E-Series Bull Bar, E-Series Step Bars, GenX Oval Steps, HDX Grille Guard, HDX Winch Mount Grille Guard (Excludes Winch Tray), HDX Light Clamp, R5 Boards, R7 Boards, MAX Bull Bar/Light Bar, Off-Road Light Bar, Oval 4" Tube Steps, Platinum 4" Oval Step Bars, Platinum 4" Oval Wheel-to-Wheel Oval Step Bars, Platinum Series 3" Step Bars (Chrome Stainless), Premier 6" Oval Tube Steps, PRO TRAXX 4/5/6 Oval Step Bars, PRO TRAXX 5 W2W, Safari Light Bar, Sportsman Grille Guard, Sportsman Winch Mount Grille Guard (Excludes Winch Tray), Sensor Re-locator, Ultimate Bull Bar, Winch Tray Faceplates, Stylized Running Board.)**

Westin Automotive Products, Inc. guarantees the original purchaser a lifetime warranty against manufacturer defects in materials, workmanship and finish under normal use excluding damage resulting from road hazards such as gravel or other debris, product misuse, improper installation, impairments from accidents, product modifications or product neglect. This lifetime warranty applies only to new products and is limited to the repair or replacement of Westin products. Warranty does not include costs of removal, installation, labor, freight, inconvenience or consequential damages. Original purchaser must return defective merchandise, along with the purchase receipt, to the original place of purchase. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse.

LIMITED LIFETIME WARRANTY

- **ACRYLICS, FLOOR MATS & LINERS, AND TOWING ELECTRICAL PRODUCTS (Bed Caps, Cab Guard, Front Caps, Headlight Covers, Hood Scoops, Platinum Bug Shields, Sun Roof Guard, Sure-Fit Cargo Mats, Sure-Fit Floor Mats, Tail Light Covers, Tailgate Covers, Ultraguard Bug Shields, Wind Deflectors In-Channel, Wind Deflectors Tape-On (Slim), Wind Guards, Skytop, Profile Floor Liners, and Westin Towing Electrical (Adapters, Connectors, Mounting Brackets, T-Connectors, Tail Light Converters.)**
- **TOW ACCESSORIES (Tow Accessories (Couplers, Nut & Washers, Pins & Clips, Quick Links, Receiver Tube Adapters, Receiver Tube Extenders, Safety Chains, Trailer Balls)**

• **WESTIN OFFROAD PRODUCTS (HDX Bumpers, Snyder Bumpers)**

Westin Automotive Products warrants these products to be free of original defects in materials or workmanship as long as the original purchaser owns the vehicle on which it is installed. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse. Westin will repair or replace, its sole discretion, any product covered by this warranty. This is a parts-only warranty and such repair or replacement shall be Westin's only obligation, and the customer's only remedy for a defective product. The cost of labor, installation, painting, incidental damages, shipping and handling will not be reimbursed. We do not warrant the paint or painting of our products. If, at our discretion, we choose to replace a defective part the customer (end consumer) may be responsible for any occurring freight cost, or a handling fee of up to \$25.00. Westin Automotive Products, Inc. guarantees the original purchaser of Westin Towing Electrical products for manufacturing defects with regards to wiring, connectors, mounting brackets and tow accessories for 1 year from the date of original purchase. Westin shall have no liability for any incidental or consequential damages of any kind including property damage, or personal injury resulting from the use or misuse of this product.

Limited Lifetime Warranty

• **POLISHED ALUMINUM AND BLACK POWDER COATED FINISH (All Brute Tool Boxes (Bedsafe, Chest Boxes, Conduit Carriers, Contractor Boxes, CrossOver Boxes, Goose Neck/Fifth Wheel Tool Boxes, Gull Wing Boxes, HD Step Boxes, HD TopSider Boxes, HD TopSider Boxes, HD Under Body Boxes, HD Underbody Boxes, High Capacity Stake Bed Boxes, Job Site Box, Lo Sider Boxes, LoSider Side Rail Boxes, Maximum Chest Boxes, Pork Chop Boxes, Under Body Boxes.)**

Westin Automotive Products warrants Brute Tool Boxes to be free of original defects in material and workmanship to the original purchaser of the product, with proof of purchase, and is limited to the original vehicle installation. Westin warrants Brute Tool Boxes with a polished aluminum or black powder coat finish for 12-months from date of original purchase. This warranty does not cover

damage resulting from wear and tear of daily use, accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse. This warranty is void if product is altered in any way. Westin will repair or replace, at its sole discretion, product covered by this warranty. If, at our discretion a product requires repair or return, the customer (end consumer) will be responsible for the cost of shipping to and from the manufacturer as needed. Standard shipping for claims is ground to and from manufacturer. Any expedited shipping fees will be incurred at the discretion of the consumer. Please contact Westin's customer service department for Brute Tool Box warranty claims directly at: 800-345-8476 M-F 7am – 4pm PST. Excludes holidays.

LIMITED LIFETIME WARRANTY

- **BLACK (LED Light Bars, LED Auxiliary Lights, LED Work Utility Lights.)**
- **LED LIGHTS (Stealth, EF2, FM4Q, FM6, Performance2X, Xtreme, Razor, Fusion5, EF, Ultra, Striker, Axis, Odyssey, Ranger, Quadrant, Hyper Q, HD Round, HD Square, Round LED, Square LED, Swivel LED.)**

Westin Automotive Products warrants LED Light Bars, LED Auxiliary Lights, LED Work Utility Lights to be free of original defects in material and workmanship to the original purchaser of the product, with proof of purchase, and is limited to the original vehicle installation. Westin will repair or replace, at its sole discretion, product covered by this warranty. If, at our discretion a product requires repair or return, the customer (end consumer) will be responsible for the cost of shipping to and from the manufacturer as needed. Standard shipping for claims is ground to and from manufacturer. Any expedited shipping fees will be incurred at the discretion of the consumer. Please contact Westin's customer service department for LED Light warranty claims directly at: 800-345-8476 M-F 7am – 4pm PST. Excludes holidays. This warranty does not cover damage resulting from accident, misuse, neglect, improper installation, fire, vandalism or any form of abuse. This warranty is void if the LED housing is opened or unscrewed, if the protective seal is broken, or if tampering is evident. Westin Automotive reserves the right to make the aforementioned determinations to grant or deny warranty. Westin shall have no liability for any incidental or consequential damages of any kind including

property damage, or personal injury resulting from the use or misuse of this product. Excludes LED Brackets.

FINISH PROTECTION

Westin products have a high quality finish that must be cared for like any other exposed finish on the vehicle. Protect the finish with a non-abrasive automotive wax, (e.g. Pure Carnauba) on a regular basis. The use of any soap, polish or wax that contains an abrasive is detrimental, as the compounds scratch the finish and open it to corrosion.

DISCLAIMER FOR WINCHES

Westin warrants each Winch against factory defects in material and workmanship to the original purchaser for the period of one year. The owner will be responsible for removing the winch and returning it with freight prepaid. Westin will repair or replace at it's discretion the defective product or part. The purchaser must send a copy of the original receipt to qualify for any warranty consideration. Exclusions from this warranty are the finish and conditions determined to have been caused by abuse or abnormal use. This warranty shall not apply to any electric winch improperly operated or improperly installed. There are no warranties, expressed or implied, which extend beyond the original purchaser. The loss of use from any vehicle, loss of time, inconvenience, commercial loss or consequential damages is not covered. Westin reserves the right to redesign and make any changes to any product without assuming any obligation to modify any product previously supplied or manufactured. Any commercial or industrial use or application, or any hoisting application of the winch will void the warranty. All warranties are subject to change without notice.

DISCLAIMER FOR WESTIN PRODUCTS

Buyer assumes all risk and liability whatsoever from the installation and use of Westin products. Westin products are sold as appearance accessories and should not be relied upon as protection for the vehicle or occupants in the event of a collision or roll over. Vehicles equipped with a supplemental restraint system (air bags) deployed by impact should not be modified by any aftermarket Grille Guard, Push Bar, Light Bar or Bull Bar without first consulting the vehicle manufacturer. Westin Automotive Products, Inc. assumes no liability for injury, loss, incidental or consequential damages in the event of an accident.

All warranties are subject to change without notice. Westin Public Safety Elite products are designed for exterior vehicle protection.

DISCLAIMER FOR WADE PRODUCTS

The foregoing warranties are exclusive and in lieu of ALL OTHER WESTIN WARRANTIES, expressed or implied, and Westin Automotive Products disclaims all other warranties. Westin reserves the right to change product design and material without prior notice to customers.

DISCLAIMER FOR WESTIN TOWING PRODUCTS

Always adhere to a vehicle's manufacturer recommended towing limits prior to the installation of a receiver hitch. Improper use or installation of these products will void warranty and may result in vehicle damage, personal injury or injury to others. Professional installation of Westin towing products is recommended. All warranties are subject to change without notice.



Code 3, Inc.'s & PSE Amber Limited Warranty Policy

This warranty policy is intended to provide the best possible service experience for our customers. This warranty policy identifies the duration, exclusions, and specific coverage's for each product and the instruction for requesting return authorization. Code 3 and PSE Amber ("Seller") gives this limited warranty to the original purchaser from a distributor ("Buyer") for Code 3, Inc. & PSE Amber's product provided the product is installed and operated in accordance with manufacturer's recommendations. This limited warranty shall not be extended or varied except by a written instrument signed by Seller and Buyer. This limited warranty is for the benefit of the Buyer only and is not transferable.

Steps for Warranty Claims

1. Review this entire warranty policy to verify that the product meets all applicable requirements for a warranty claim to ensure proper processing.
2. Contact the Code 3, Inc. Technical Service Department via telephone (314-996-2800) or email (technicalsupport@code3pse.com) to request a Returned Material Authorization (RMA) number.
(a) Please be prepared to specify customer account number, contact name, contact phone number, product part/model numbers, product descriptions, quantities, all applicable date codes/serial numbers and description(s) of the nonconformance(s). (b) Do not accumulate product for a period of longer than 30 days prior to requesting the RMA and returning the claims to Seller for processing. Long accumulations of product will delay warranty processing and affect warranty analysis preventing timely action for quality deficiencies. Accumulations of product exceeding 90 days will not be processed. (c) Product must be returned for service to occur, including replacement or credit.
3. Package the product to be returned to prevent any shipping damage.
(a) Deliver the product freight prepaid. (b) Only ship the product that has been authorized per the RMA. (c) Identify the RMA# on the package(s) in BOLD marker next to the product label (if the package does not provide room to hand write the RMA number, then print the number on the shipping label itself). (d) Returned packages that do not properly display the RMA number will delay warranty processing. (e) Any product returned that was not included on the RMA will not be processed through warranty. (f) Credit/replacement will not be granted for product that has not been returned per the RMA.
4. Ship the product to the following address:

Code 3, Inc.
Attention: Technical Service Department
10986 N. Warson Road
St. Louis, MO 63114-2029
5. Once the returned warranty claims are received at Code 3, Inc. Technical Service Department, the product will be analyzed and repaired or replaced per the discretion of the service repair technician.
(a) The returned product must fall within the specified warranty time period to be repaired/replaced at no cost to the customer. (b) The warranty time period begins at the date of purchase (this start date will begin no later than 12 months from date of manufacture). (c) For returned product that do not meet warranty requirements, a service technician will contact the sender to quote the repair/replacement or to return the product in "as received" condition. (d) Credit will be issued in cases when the product cannot be repaired or replaced.
6. The repaired/replaced product will be packaged and shipped back to the customer location at cost to Code 3, Inc.

These steps are required for all warranty claims. Please contact the Technical Service Department with any questions regarding the claim process.

General warranties unless otherwise stated are as follows:

- LED Modules/Lighting 5 years
- TriCore Light Modules (seal must not be broken) 5 years
- RLS Siren 5 years
- Other Sirens/Speaker Drivers (sirens built after 1/01/2007) 5 years
- Light bars/Beacons
 - LED modules 5 years
 - CC boards 5 years
 - Power Supply 5 years
 - Strobe Tubes 2 years
 - Other components/parts (excluding bulbs and lenses) 1 year
- Power Supplies
 - 490 5 years
 - 475 5 years
 - 460 3 years
 - 235 2 years
- Contact the Service Department for all other warranty inquiries not stated within this document.

Use of lamp or other electrical load of wattage higher than installed or recommended by the factory, or use of inappropriate or inadequate wiring or circuit protection causes this warranty to become void. Failure or destruction of the product resulting from abuse or unusual use and/or accidents is not covered by this warranty. Sealed product that shows evidence of broken or tampered seals will cause this warranty to become void.

For out of warranty service, please contact the Technical Service Department (314-996-2800 or technicalsupport@code3pse.com) for quotes and return authorization information.

*Seller reserves the right to repair or replace product at its discretion. Seller assumes no responsibility or liability for expenses incurred for the removal and/or reinstallation of products requiring service and/or repair. Seller assumes no liability for expenses incurred in the packaging, handling, and shipping of the product to the factory service department for repair/service. The remedies provided herein are Buyer's sole and exclusive remedies, whether for claims under and express or any implied warranty, breach of either, tort or otherwise. In no event shall Seller be liable for any special, indirect, incidental or consequential damages arising out of the breach of this warranty or the purchase, installation, ownership or use of Seller's products, nor shall Seller be responsible for representations, warranties or agreements made by any employee, agent or other person that purport to modify or add to any of Seller's obligations under this document. Except as set forth in this limited warranty, Seller, makes no other express or implied warranties whatsoever, including, without limitation, warranties of fitness for a particular purpose or merchantability, with respect to the product.

**Seller reserves the right to update the warranty statements, processes and policies. This policy, effective 1/31/2010, supersedes previous versions.

Rev. Date 1/4/2010

STLDOCS 235099v3



How Can We Help?
CHAT LIVE
ONLINE NOW

Terms & Conditions of Sale

My Cart

0 Item(s) (\$0.00)

Orders can be placed by e-mail, phone, fax, web-site, or mail to our Sales Department. Jotto Desk seeks to maintain a stable price list; however, prices are subject to change without notice.

Payment Terms, Domestic Shipments: Most major credit cards, checks in advance, COD and cashiers check accepted. Only credit card orders are processed through the internet at this time. Terms of Net 30 days available, upon approval. Please contact your sales manager for questions.

International Shipments: All orders will be shipped FOB Rogers, Arkansas, on a prepaid basis in US dollars. Orders will be processed and shipped after payment is received. Payment will be accepted with checks drawn on U.S. Bank, wire transfer and money order. Most major credit cards accepted.

Freight: All prices are FOB Rogers, Arkansas, warehouse. Shipments will be sent by ground transportation unless otherwise requested or authorized by the buyer. Shortage or Damage must be clearly noted on the delivery receipt or freight bill. Claims must be filled with carrier without delay. Claims for concealed loss or damage must also be handled immediately upon discovery. While we do not assume responsibility for such claims, we will assist in obtaining settlement with the freight company. Claims for incorrect shipments must be received in our office within 7 days of the shipment date as mentioned on the freight bill.

Taxes/Duties: Prices do not include state or local taxes. All International duties, taxes and port charges are the buyers responsibilities.

Returned Goods: Items may be returned upon issue of a Return Merchandise Authorization number. Merchandise returned without a RMA number will delay processing of the credit. All authorized returns must be shipped prepaid to Jotto Desk. RMA numbers are valid for 15 days after issue. Call for RMA number. You are responsible for returning the product in good condition. The value of damaged parts will be deducted from the credit to be issued.

Restocking Fee: Refused or returned merchandise may be charged a 15% + restocking fee which will be charged to your account. All returns must be sent in the original sealed cartons only.

Specifications: Unit features and weights are subject to change without notice.

Warranty Information: We warrant our products for a limited one year from the retail sale invoice date. Such warranty is extended to the end user of the product only. Only new products are covered. The remedies for a defect in material or workmanship are limited to repair or replacement of any non-conforming product. Jotto Desk will repair or replace, without charge, any Jotto Desk product that does not conform to its warranty - only if a Reseller or an original end user gives us notice of a defect in material or workmanship within the warranty time period.

30 Day Money-Back Guarantee: Jotto Desk offers you a 30 Day Money-Back Guarantee. Should you choose to return a product for whatever reason, you may do so within 30 days of purchase for a full refund of the price of the product, less freight. You are responsible for the freight to return product and a potential re-stock fee due to damage that may be present upon receipt/inspection. Please take care when packaging for return to ensure damage does not occur.

Thank You For Your Interest In Jotto Desk!

SETINA

MANUFACTURING COMPANY INC

LIMITED WARRANTY

Setina "BODYGUARD" Law Enforcement Vehicle Equipment shall be warranted by Setina Manufacturing Company, Inc. to the user directly to be free from defects of material and workmanship for a period of Three (3) years from date of purchase. This warranty covers all products manufactured solely by Setina Mfg. Co, Inc. and their normal use.

All coated polycarbonate (Lexan, etc) windows used have a 7 year manufacturer's warranty against breakage, coating failure, scratching and abrasion under normal use.

All uncoated polycarbonate windows used have a 7 year manufacturer's warranty against breakage.

Gun locks are guaranteed by the manufacturer to be free of defects and workmanship under normal use for one (1) year.



LIMITED LIFETIME WARRANTY

Who is covered:

This warranty is extended only to the original end-use purchaser or the person receiving the product as a gift, and shall not be extended to any other person or transferee.

What is covered/For how long:

The warranty date is based on the date of the shipment. Product term lengths are as follows:

Transport Solutions (K9, Prisoner Transport, Animal Control) – 5 years

Toolbox - 1 year

Electronics – 1 Year

Cam-locker – 3 Years

Powder Coating – 12 months

What is not covered:

Damage from intentional acts, fire, natural disasters, theft, cosmetic wear not affecting functionality and modification by anyone other than an authorized American Aluminum representative are excluded from this warranty.

What we will do:

During the warranty period, we will, at our sole option, repair or replace any defective parts within a reasonable period of time and free of charge.

What we will not do:

Pay shipping, insurance or transportation charges from you to us, or any import fees, duties and taxes.

What you must do to obtain Limited Warranty Service:

In order to be eligible for service under this warranty, you must contact us within 30 days of purchasing this product. If something goes wrong with your product, contact an American Aluminum Representative in writing and explain the issue. You will also be asked to provide photographic evidence of the issue and determination of resolution will be made within 72 hours. The customer must arrange for the item to be returned to determine if American Aluminum materials or workmanship is at fault. If the issue is the responsibility of American Aluminum, arrangements for replacement will be made with replacement cost and freight will be the responsibility of American Aluminum. If the issue is outside of this warranty, arrangements will be made to repair the unit. Freight and handling cost may apply.

Legal Rights:

This limited warranty gives you specific legal rights, and you also may have other rights that vary from state to state or country to country. Some places do not allow limitations on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Radiotronics, Inc. Two (2) Year Limited Warranty

Warranty Coverage

Radiotronics, Inc. and/or Radiotronics, Inc. d.b.a. AceK9 warranty obligations are limited to the terms set forth below: Radiotronics, Inc. and/or Acek9.com, as defined below, warrants this Radiotronics, Inc. and/or Acek9.com-branded electronics product against defects in materials and workmanship under normal use for a period of Two (2) YEARS from the date of purchase by the original end-user purchaser ("Warranty Period").

If an electronics defect arises and a valid claim is received within the Warranty Period, at its option, Radiotronics, Inc. and/or Acek9.com will either (1) repair the electronics defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

Radiotronics, Inc. and/or Acek9.com may request that you replace defective parts with new or refurbished user-installable parts that Radiotronics, Inc. and/or Acek9.com provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Radiotronics, Inc. and/or Acek9.com, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Radiotronics, Inc. and/or Acek9.com's property. Parts provided by Radiotronics, Inc. and/or Acek9.com in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Radiotronics, Inc. and/or Acek9.com and becomes Radiotronics, Inc. and/or Acek9.com's property.

Exclusions and Limitations

This Limited Warranty applies only to electronics products manufactured by or for Radiotronics, Inc. and/or Acek9.com that can be identified by the "Radiotronics, Inc. and/or Acek9.com" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Radiotronics, Inc. and/or Acek9.com-branded electronics products, even if packaged or sold with Radiotronics, Inc. and/or Acek9.com-branded electronics. Manufacturers, suppliers, other than Radiotronics, Inc. and/or Acek9.com, may provide their own warranties to the end user purchaser, but Radiotronics, Inc. and/or Acek9.com, in so far as permitted by law, provides their products "as is". Radiotronics, Inc. and/or Acek9.com is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply:

(a) to damage caused by use with non-Radiotronics, Inc. and/or Acek9.com products; (b) to damage caused road hazards, product misuse, improper installation, impairments from accidents, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Radiotronics, Inc. and/or Acek9.com; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Radiotronics, Inc. d.b.a. AceK9; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Radiotronics, Inc. and/or Acek9.com; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) if any Radiotronics, Inc. and/or Acek9.com serial number has been removed or defaced; (h) to costs of removal, shipping, installation, labor, inconvenience or consequential damages

To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, Radiotronics, Inc. and/or Acek9.com specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If Radiotronics, Inc. and/or Acek9.com cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Radiotronics, Inc. and/or Acek9.com in its sole discretion.

Except as provided in this warranty and to the extent permitted by law, Radiotronics, Inc. and/or Acek9.com is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or any under legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation.

Obtaining Warranty Service

Please review the documentation accompanying your Radiotronics, Inc. and/or Acek9.com-branded electronic product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact Radiotronics, Inc. and/or Acek9.com. A Radiotronics, Inc. and/or Acek9.com will help determine whether your product requires service and, if it does, will inform you how Radiotronics, Inc. and/or Acek9.com will provide it. Radiotronics, Inc. and/or Acek9.com will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law. In accordance with applicable law, Radiotronics, Inc. and/or Acek9.com may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please contact Radiotronics, Inc. and/or Acek9.com with the Serial Number of product requiring service and obtain an RMA.

To obtain technical support or RMA please contact:

Radiotronics, Inc.

1315 SW COMMERCE WAY STUART FL 34997-7231 Phone: 772-600-7574

WARRANTY

If you are having issues with your TruckVault product, you may be able to find answers at our FAQ Page or by calling us directly at (800) 967-8107, or by contacting your local dealer. For detailed warranty information on your product, see below.

STANDARD TRUCKVAULT WARRANTY

Your TruckVault comes with a limited lifetime warranty. TruckVault warrants you, the original TruckVault purchaser, that for as long as you own your TruckVault, so long as it is installed properly and utilized in the manner of its intent, that it will be free from defects resulting from inferior materials and/or workmanship.

TruckVault warrants to the original purchaser that it will, at its option,

THIRD PARTY WARRANTIES

5 Button Simplex Combo Lock with Key Override To view instructions on changing the lock combination, click here. This product is warrantied to be free from defects in material and workmanship under normal use and service for a period of one (1) year. However, this warranty does not cover problems arising out of improper installation or use. Our only liability, whether in tort or in contract, under this warranty is to repair or replace products which are returned to the factory, shipping



either repair without charge only the items listed in this warranty, or replace the original TruckVault with a TruckVault of equal value or model, based on current model availability. This warranty specifically excludes damage due to accidents, misuse, alterations, improper installation, or lack of proper care and maintenance as listed in this warranty.

WARRANTY GUIDELINES:

1. ■ This warranty does not apply to other accessories or equipment installed by anyone.
2. ■ This warranty does not apply to damage due to accidents, misuse, off-road driving, alterations, acid rain, airborne fallout (chemical, tree sap, etc.), salt, road hazards, hail, wind storms, floods and other natural disasters, lack of proper care, and maintenance or normal wear and tear. Minor abrasion of paint on truck beds and elsewhere where the TruckVault contacts the truck is considered normal wear and tear.
3. ■ This warranty does not apply to an improperly installed TruckVault.
4. ■ This warranty does not apply to damage resulting from using any TruckVault without cover or without being enclosed in vehicle.
5. ■ Drawer locks are covered independently by the lock manufacturer's warranty. Locks are warranted for one year by the lock manufacturer.

charges prepaid to the address shown within the one (1) year warranty period.

Our warranty shall only apply if the item returned is found by analysis by factory personnel to be defective. This warranty is in lieu of and not in addition to any other warranty or condition, express or implied, including without limitation merchantability, fitness for purpose or absence of latent defects.

10 BUTTON SUPRA COMBO LOCK (DISCONTINUED)

Supra, 4001 Fairview Industrial Dr. SE, Salem, Oregon 97302 1-800-225-2974 Supra warrants the original buyer of its product for a period of one year after the date of purchase that the Quick Access Lock is free from defects in workmanship and materials. This warranty does not cover forgotten or incorrectly set combinations. The foregoing warranty does not cover damage caused by abuse or misuse. Supra does not warrant that this product cannot be broken into. **SUPRA LIMITS THE DURATION OF ANY LEGALLY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW**

All repairs shall be performed by TruckVault or any authorized TruckVault Distributorship only upon permission being received from the TruckVault Service Manager at TruckVault Headquarters. TruckVault does not authorize any person to create on its behalf, any obligation with respect to the TruckVault except as provided in this limited lifetime warranty.

WARNING: Your TruckVault is equipped with anti break-in brackets to prevent certain types of prying entry. These brackets hang down from the top of your TruckVault into the drawer-space approximately $\frac{3}{4}$ " and may interfere with taller items placed in the drawer. Please be aware of the presence of these brackets when operating or arranging items in your TruckVault. They are located on either side of your lock on the inside of your drawer and on the underside of the top of your TruckVault. If necessary, these brackets can be removed using a short Phillips screwdriver. If you have any questions, please call TruckVault at 800-967-8107

LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Except to the extent that such limitation may be prohibited or limited by federal or state law, the foregoing repair/replacement remedy is the exclusive remedy for defects in products. **IN NO EVENT WILL SUPRA BE LIABLE FOR LOSS OF USE, LOST PROFITS, THEFT, PROPERTY DAMAGE, OF SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY SORT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN THE EVENT ANY OF THE ABOVE LIMITATIONS ARE HELD UNENFORCEABLE, SUPRA'S LIABILITY FOR ANY DAMAGES TO YOU OR ANY PARTY SHALL NOT EXCEED THE PURCHASE PRICE YOU PAID, REGARDLESS OF THE FORM OF ANY CLAIM. IN NO EVENT MAY A CLAIM OF ANY SORT BE ASSERTED AGAINST SUPRA MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CLAIM.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TRUCKVAULT PICKUP SERIES ALL-WEATHER WARRANTY

Your TruckVault Pickup Series All-Weather storage system arrives with a three year warranty. TruckVault warrants you, the original TruckVault purchaser, that for a period of three years from when you receive your All-Weather TruckVault so long as it is installed properly and utilized in the manner of its intent that it will be free from defects resulting from inferior materials and or workmanship. Drawer locks are covered independently by the lock manufactures warranty.

TruckVault warrants to the original purchaser that it will, at its option, either repair without charge only the items listed in this warranty, or replace the original TruckVault with a TruckVault of equal value or model, based on current model availability. This warranty specifically excludes damage due to accidents, misuse, alterations, improper installation, or lack of proper care and maintenance as listed in this warranty.

WARRANTY GUIDELINES:

1. This warranty does not apply to other accessories or equipment installed by anyone.
2. This warranty does not apply to damage due to accidents, misuse, off-road driving, alterations, acid rain, airborne fallout (chemical, tree sap, etc.), salt, road hazards, hail, wind storms, floods and other natural disasters, lack of proper care, and maintenance or normal wear and tear. Minor abrasion of paint on truck beds and elsewhere where the TruckVault contacts the truck is considered normal wear and tear.
3. This warranty does not apply to an improperly installed TruckVault.
4. This warranty does not apply to damage resulting from using any TruckVault without being enclosed in vehicle or bed of a pickup truck.
4. Drawer locks are covered independently by the lock manufacturer's warranty. Locks are warrantied for one year by the lock manufacturer.

All repairs shall be performed by TruckVault or any authorized TruckVault Distributorship only upon permission being received from the TruckVault Service Manager at TruckVault Headquarters... TruckVault does not authorize any person to create, on its behalf, any obligation with respect to the TruckVault except as provided in this limited warranty.

TRUCKVAULT RETURNS POLICY

TruckVault's can be returned within 1 month of receipt for any reason, but will incur a 25% re-stock fee and customer will be responsible for return freight. Charges are deducted from any refund. Custom TruckVault Storage Systems are non-refundable.

PRODUCTS

Pickup Series

All-Weather Line

Covered Bed Line

Base Camp Line

Interior Cab Line

TruckGlide

Pro Line

Sedan Series

Elevated Line

Sedan Base Line

SUV Series

Responder Line

Commander Line

Base Line

Drone Responder Line

VEHICLES

Pickup

SUV

Sedan

Van

ON DUTY

Armed Professional

Tactical

Military

Public Service

Law Enforcement

Fire/EMS

Commercial

OFF DUTY

In The Field

Hunting

Fishing

Shooting Sports

On The Move

Photography

Overlanding

Outdoor Recreation

Everyday

Sales

Customize your Truck Vault

Consult with a Design Pro

View Catalog

Common Builds

Used + Discounted

Accessories

Sulke Guard™ Technology

Resources

Contact

Careers

Frequently Asked Questions

Look Instructions

Privacy Policy

[TruckVault Install Instructions](#)[Warranty](#)[Custom Capabilities](#)[US Gun Laws](#)[TruckVault Media](#)[Media Gallery](#)[Instagram](#)[Dealer Zone](#)[Facebook](#)[YouTube](#)[Video](#)[Get TruckVault Emails](#)[Lock It Up](#)[Press](#)

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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/12/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Approval for Banking Services/First Horizon Bank and Investment Services from Pinnacle Financial Partners.

The city of Bartlett sent out Request for Proposals for Banking Services in April 2024. After a lengthy review process of submitted proposals, the administration now recommends First Horizon Bank for primary banking services. Treasury Management Agreement and Contract is attached for approval.

The administration also recommends using Pinnacle Financial Partners for temporary idle cash investments. Pinnacle has offered a very competitive interest rate on Bartlett's idle cash investments.

Finance office recommends approving the banking services proposal from First Horizon and the investment of idle cash reserves with Pinnacle Financial Partners.

RFP FY2024-03-013: CONTRACT**CONTRACT FOR SERVICES AND/OR PRODUCTS**

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into this 13th day of **November 2024** by and between the City OF BARTLETT, TENNESSEE, a Tennessee municipal corporation, (herein the "City") and **FIRST HORIZON BANK**, a **TENNESSEE** corporation (herein the "Contractor").

WITNESSETH:

WHEREAS, the City desires to contract with a provider of **BANKING SERVICES** for RFP FY2024-03-013 (herein the "Contract Items"), and

WHEREAS, the Contractor has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the Contractor desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

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

1.00 SCOPE OF CONTRACT

The Contractor is to furnish the services and/or products as specified in the Request for Proposal issued by the City under No.RFP FY2024-03-013 Banking Services (herein the "Request for Proposal") and any amendments thereto. The Request for Proposal and any amendments thereto are attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2.00 TERM OF CONTRACT

The period of this Contract shall be for forty eight (48) months, beginning on November 13, 2024 and ending on November 12, 2028. This Contract may not be extended by the City.

3.00 COMPENSATION

301. Amount of Compensation. The Contractor agrees to provide the services, equipment and products as specified in its Proposal to the City at the cost specified in said Proposal and amendments, if any, the Proposal and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the City under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

302. Payment of Compensation. All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The City reserves the right to

partially pay any invoice submitted by the Contractor when requested to do so by the City department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, City of Bartlett, 6400 Stage Road, Bartlett, Tennessee 38134. In the event any Contract Items are deemed unacceptable, the City's representative shall notify the Contractor of the deficiencies in writing and the City may withhold payment until the deficiencies are corrected to the reasonable satisfaction of the City. All invoices must clearly indicate the Purchase Order number.

4.00 ADDITIONAL SERVICES

In the event the City requests that the Contractor perform additional services and/or furnish additional products not covered by this Contract, the Contractor shall perform such additional services after the City and the Contractor enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The Contractor shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the City.

6.00 CONFLICT OF INTEREST

The Contractor declares that neither the Mayor, nor any Aldermen, nor any other City official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the City in writing should any City official become either directly or indirectly interested in this Contract. The Contractor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the City, or to pay anyone else for the benefit of any official or employee of the City any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the City or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

The Contractor agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Contract Items and to comply with all instructions and orders issued by the City regarding the Contract Items.

8.00 TERMINATION

Upon thirty (30) days written notice, with or without cause, either the City or the Contractor may terminate this Contract. Following such termination, the City and the Contractor shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

9.00 WARRANTY

The Contractor warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Proposal. The Contractor warrants that all equipment and products provided shall be furnished to the City in good and working condition. If the Contractor is notified in writing by the City of any faulty Contract Items furnished by the Contractor, the Contractor shall, at the City's option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the City; or (ii) refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The Contractor warrants that all products provided by the Contractor shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Request for Proposal.

10.00 FORCE MAJEURE

The obligations of Contractor hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01. Comprehensive General Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the City, coverage for Contractor on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

11.02. Bankers Professional Liability Insurance The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Bankers Professional Liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) for miscellaneous errors and omissions damages when called for in the Request for Proposal.

11.03. Automobile Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

11.04. Workers' Compensation Coverage. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.05. Errors and Omission Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Errors and Omissions Liability coverage in the amount of Two Million Dollars (\$2,000,000.000) for miscellaneous errors and omissions damages when called for in the Request for Proposal.

11.06. Certificates of Insurance. The Contractor shall provide the City with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the City. Said Comprehensive General Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Tennessee.

12.00 CLAIMS, LIABILITY AND INDEMNITY

The Contractor shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The Contractor agrees that it will indemnify and hold the City and its employees harmless from all claims of any type and for any expenses and costs, including attorney's fees and court costs, which may be incurred by the City arising from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the prevailing party may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The

Contractor shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the City; provided, however, such consent will not be required in connection with any merger of the Contractor and other qualified bank in the future.

16.00 SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the Contractor shall post signs warning against hazards in and around the site where the Contractor is furnishing Contract Items.

17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The City will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto, including the City of Bartlett RFP Original Pricing schedule and the attachment labeled "2024 – Questions for RFP First Horizon Version (final)", constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

19.00 PERMITS, LICENSES AND CERTIFICATES

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

20.00 FIRE, THEFT, LOSS

The Contractor is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

21.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the City and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

22.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the Contractor hereby consents to the jurisdiction of such courts.

23.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

24.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

25.00 NOTICES

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

- (i) To: City of Bartlett
6400 Stage Road
Bartlett, TN 38134
Email: dphebus@cityofbartlett.org
With a copy to: ssones@cityofbartlett.org
- (II) To: First Horizon Bank
4385 Poplar Avenue Memphis, TN 38117
Email: ADGustafson@firsthorizon.com
With a copy to: ZHerring@firsthorizon.com

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

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

26.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

27.00 NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

28.00 FACSIMILE; PDF SIGNATURES

Execution and delivery of this Agreement and all agreements entered into in connection with the transaction set forth herein (the "Collateral Agreements") by delivery of a facsimile or portable document format ("PDF") or DocuSign copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement and Collateral Agreements by such party. Such facsimile and PDF or DocuSign copies shall constitute enforceable original documents.

29.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action as may be reasonably necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

30.00 AGREEMENT CONTROLLING

To the extent that any provision hereof is inconsistent with a provision contained in the Proposal, the provision contained herein shall govern.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION

HEREOF.

City OF BARTLETT, TENNESSEE

By:_____

David Parsons, Mayor

ATTEST:

By:_____

City Clerk

APPROVEDASTOFORM:

City Attorney

First Horizon Bank

By:_____

Title:_____

Contractor's Mailing Address:

4385 Poplar Avenue

Memphis, TN 38117

Contractor's Telephone Number:

901-681-2371

901-268-4906

Contractor's Facsimile Number

(_____) N/A

Attachment: First Horizon Banking Contract-Attachments (3671 : Approval for Banking Services)



PROPOSED PRICING SCHEDULE

Respondent Proposed Pricing Schedule

The schedule below is for comparison purposes only and in no way should limit the Respondent's pricing. Please use the service codes provided to ensure accurate comparison. Respondents should attach additional documentation for all pricing for all services requested in this RFP.

Service Code		Est. Annual Volume	x	Proposed Unit Charge	=	Annual Service Charges	/12	Average Monthly Charge
010000	Monthly Maintenance Fees per account	36		\$26.00		\$936.00		\$78.00
010100	A/P paper debits -- checks processed	8928		\$0.24		\$2142.72		\$178.56
100000	Branch Deposit Processing Fee	4380		\$0.90		\$3942.00		\$328.50
100224	Items Deposited	5352		\$0.21		\$1123.92		\$93.66
100400	Returned Items	84		\$18.00		\$1512.00		\$126
400272	Current/Previous Day online reporting	12		\$65.00		\$780.00		\$65.00
400272	Current/Previous Day per item	No Charge		No Charge		No Charge		No Charge
151350	Online image access/archive	12		\$10.00		\$120.00		\$10.00
350300	Incoming federal wires	84		\$14.00		\$1176.00		\$98.00
35010Z	Tax Payments	12		\$0.15		\$1.80		\$0.15
409999	Book Transfer Monthly Charge/per item	60		\$1.50		\$90.00		\$7.50
101300	Electronic Deposit Services account/workstation	72		\$65.00		\$4680.00		\$390.00
409999	Analysis Statement/Monthly DDA	12		\$0.00		\$0.00		\$0.00
250100	ACH Origination	17711		\$0.15		\$2656.65		\$221.25
350000	Wire Maintenance & Transactions	12		\$55.00		\$660.00		\$55
150120	Positive Pay Files - per item charges	8520		\$0.025		\$213.00		\$17.75
251050	ACH Filter maintenance	24		\$15.00		\$360.00		\$30.00
300522	Receiving EDI Per payment detail	12		\$60.00		\$720.00		\$60.00
	SUBTOTAL							\$1,759.37
	TOTAL PROPOSED BID							\$1,759.37

Average Monthly Amount (above) \$ 1,759.37

Days in Year: 365

Days in Month 30

Reserve Requirement - Amount of money and liquid assets that Federal Reserve System member banks must hold in cash or on deposit with the Federal Reserve System, usually a specified percentage of their



demand deposits and time deposits, also called Federal Reserve requirement or reserve requirement.

Bank's earnings allowance (credit given toward activity charges based on the invested)

0.65%-based on an average positive collected balance of \$16,411,150.00 is \$8,767.60.

Balance required monthly to support \$1.00 of services \$1,876.923

Required compensating balance (please provide compensating balance if any) \$3,302,202.14*

*As the incumbent and based on the current volume and pricing listed above in the chart, the required compensating balances is only reflective of the estimations provided.

ATTACH ALL APPLICABLE PRICING FOR DEPOSITORY SERVICES. List all pricing for depository services. List unit costs where applicable and annual costs where applicable. Clearly list compensating balances and the basis for their calculation.

Option 1:

This is the current account structure the City of Bartlett has in place. In order to offset bank fees, the City of Bartlett can maintain a Target Balance of \$12,000,000.00 with an automated sweep to invest in a Public Funds Now Sweep account earning 100 basis points less Federal Funds upper limit. As of April 22, 2024, that rate is 5.50%, which would result in a rate of 4.50%. Example: Sweeping an average of \$40,288,183.17, the monthly interest earned would have been \$153,978.12 for the month of March 2024.

Option 2:

The City of Bartlett may earn interest in Public Funds NOW Accounts (without Earnings Credit Allowance) on all accounts at 100 basis points less Federal Funds upper limit. As of April 22, 2024, that rate is 5.50%, which would result in a rate of 4.50%. Bank fees would apply based on this scenario. Example: Earning interest on all balances of \$52,431,922.17, the monthly interest earned would have been \$200,390.49 for the month of March 2024. Bank fees would be hard charged to the General Fund account. For the month of March 2024 that fee would have been \$4,738.51. Using this example, the net benefit would have been \$195,651.98 after deducting the monthly fee.

Note: This is based on current volume and services. Any additional services and volumes incurred by the City of Bartlett may result in a change to the above options.

Fees: City of Bartlett's Request for Institutional Trust Fee Schedules for Custody and Escrow Services in reference to Bank Services RFP Addendum #1 questions. *(Copy Attached)*

Institutional Trust Custody and Escrow fees are negotiable based upon, but not limited to, the following factors.

- Market value of assets held in custody/escrow.
- Special situations to include but not limited to, limited partnerships, foreign securities, closely-held securities, and all other non-traditional investments.
- Requested ancillary and administrative services to include:
 - o Sub-Accounts
 - o Security Transactions
 - o Participant Loan Fee
 - o Investment Contracts
 - o Benefit Payment Services and IRS Reporting
 - o Participant Insurance Administration
 - o Voting Rights Pass-Through



PRICING PRO FORMA AND PCARD REBATE SCHEDULE



Customer Analysis Statement

CITY OF BARTLETT TN
6400 STAGE RD

HERRING, ZACHARY T
(901) 681-2327

BARTLETT TN 38134

Earnings Credit Rate		Average Ledger Balance	\$16,578,974.00
Positive Collected Balance	0.65%	Less Average Floor	\$167,824.00
Negative Collected Balance	11.25%	Average Collected Balance	\$16,411,150.00

Reconciliation	Balance Amount
Average Positive Collected Balance	\$16,411,150.00
Less Reserve Required @ 0%	\$0.00
Net Positive Collected Balance	\$16,411,150.00
Less Compensation Balances	\$0.00
Balance Available for Services	\$16,411,150.00
Average Negative Collected Balance	\$0.00

Bank Fees	Fee Amount
Earnings Credit Allowance	(\$8,743.85)
Less Fee For Negative Balance	\$0.00
Less Fees For Bank Services	4,738.52
Net Bank Fees	(\$4,006.10)

Service	Unit Price	Volume	Total Price	Balance Equivalent
ACCOUNT ANALYSIS				
010100 CHECKS/ITEMS PAID	\$0.24	744	\$178.56	\$335,143.38
250201 ELECTRONIC DEPOSIT	\$0.25	646	\$161.50	\$303,123.08
010101 DEPOSITS	\$0.90	365	\$328.50	\$616,369.23
100010 BRANCH DEPOSITED COIN/CURRENCY	\$2.75	204	\$561.00	\$1,052,953.85
250200 ELECTRONIC PAID ITEM	\$0.20	84	\$12.80	\$24,024.62
151360 CHECKS RETURNED WITH STATEMENT	\$10.00	3	\$30.00	\$38,307.69
010000 DEMAND DEPOSIT ACCT MAINT	\$28.00	3	\$78.00	\$146,400.00
010310 PAPER STATEMENT DELIVERY	\$7.00	3	\$21.00	\$39,415.38
ACCOUNT RECONCILIATION				
151351 CHK IMAGE-DEP ITEM CAPTURE	\$0.065	1,068	\$69.42	\$130,298.00
150120 CHECKS PAID-POSITIVE PAY	\$0.08	742	\$59.36	\$111,414.15
150120 CHECK ISSUED ITEMS	\$0.025	710	\$17.75	\$33,315.36
150030 POS PAY MAINT-MONTHLY	\$75.00	2	\$150.00	\$281,538.46
151310 POS PAY NAME VERIFICATION	\$35.00	2	\$70.00	\$131,384.82
151353 IMAGE VIEWER	\$50.00	1	\$50.00	\$93,846.15
ACH				
250101 ACH ORIGINATED CREDIT	\$0.15	1,474	\$221.10	\$414,987.69

*The Proposed Pricing is exclusively prepared for the client identified above. The Proposed Pricing does not represent a contract (see actual contracts) for rights and obligations. Unless mutually agreed by the parties in writing, Bank reserves the right to change its fees and service charges upon notice to the customer.

** Elements with a zero volume are provided for disclosure purposes only and do not impact the Net Bank Fees stated above in the Bank Fees Section.



Customer Analysis Statement

CITY OF BARTLETT TN
6400 STAGE RD

HERRING, ZACHARY T
(901) 681-2327

BARTLETT TN 38134

Service	Unit Price	Volume	Total Price	Balance Equivalent
999996 ACH TRANSMISSION-BBOL	\$0.00	8	\$0.00	\$0.00
250126 ACH ORIGINATED ADDENDA	\$0.04	4	\$0.16	\$390.31
999999 ACH POSITIVE PAY AUTHORIZATION	\$0.00	4	\$0.00	\$0.00
250100 ACH ORIGINATED DEBIT	\$0.15	2	\$0.30	\$563.08
999999 ACH POSITIVE PAY APPROVALS	\$5.00	2	\$10.00	\$18,769.23
999999 ACH POSITIVE PAY EXCEPTION	\$0.00	2	\$0.00	\$0.00
251050 ACH POSITIVE PAY MONTHLY MAINT	\$15.00	2	\$30.00	\$56,307.69
250700 ACH ACTIVE ELECTRONIC REPORT	\$60.00	1	\$60.00	\$112,615.38
CASH PROCESSING				
100040 BRANCH COINCURRENCY ORDER	\$6.50	1	\$6.50	\$12,200.00
100010 BRANCH STRAP CURRENCY	\$0.75	1	\$0.75	\$1,407.69
CHECK CLEARING				
100224 TRANSIT	\$0.21	356	\$74.76	\$140,318.77
100220 ON-US	\$0.21	80	\$16.80	\$35,473.65
IMAGE SERVICES				
151055 VIRTUAL IMAGE VIEWER	\$10.00	1	\$10.00	\$18,769.23
INFORMATION REPORTING				
150410 BBOL STOP PAYMENT - 12 MONTHS	\$28.00	18	\$504.00	\$945,969.23
35012Z BBOL INTRA-BANK TRANSFER	\$1.50	5	\$7.50	\$14,076.02
251100 BBOL ACH MAINTENANCE	\$55.00	1	\$55.00	\$103,230.77
999999 BBOL CASH MET PREV DAY SUM DET	\$65.00	1	\$65.00	\$122,000.00
999999 BBOL MAINTENANCE (11) ACCTS;	\$150.00	1	\$150.00	\$281,536.46
350000 BBOL WIRE MAINTENANCE	\$55.00	1	\$55.00	\$103,230.77
401000 ONLINE BANKING	\$0.00	1	\$0.00	\$0.00
LOCKBOX				
999999 LOCKBOX DEPOSITS	\$1.25	18	\$22.50	\$42,230.77
RELATIONSHIP MANAGER DISCOUNT				
000341 RELATIONSHIP MANAGER DISCOUNT	\$0.00	(1)	\$0.00	\$0.00
REMOTE DEPOSIT CAPTURE				
101320 RDC ITEMS-WEB	\$0.16	6,019	\$803.04	\$1,507,244.31
101320 TRANSIT FROM RDC	\$0.00	3,926	\$0.00	\$0.00
101320 ON-US FROM RDC	\$0.00	1,092	\$0.00	\$0.00
101300 REMOTE CAPTURE WEB MAINT	\$66.00	6	\$396.00	\$732,000.00
101300 MOBILE RDC MONTHLY MAINT FEE	\$5.00	1	\$5.00	\$9,324.62
RETURN ITEMS DEPOSITED				
100401 RETURN ITEM SPECIAL HAND	\$18.00	7	\$126.00	\$236,482.31
WHOLESALE LOCKBOX				
050600 WLBX DOC STORAGE RETENTION	\$0.0075	249	\$1.87	\$3,505.15
05011R WLBX IMAGES	\$0.10	249	\$24.90	\$46,735.38
050100 WLBX REMITTANCE PROCESSING	\$0.50	63	\$31.50	\$59,123.06
05011M WLBX CORRESPONDENCE	\$0.35	11	\$3.85	\$7,226.14
050820 WLBX IMAGE ARCHIVE	\$75.00	1	\$75.00	\$140,769.23

Page 2 of 3

Attachment: First Horizon Banking Contract-Attachments (3671 : Approval for Banking Services)



Customer Analysis Statement

CITY OF BARTLETT TN
6400 STAGE RD

HERRING, ZACHARY T
(901) 681-2327

BARTLETT TN 38134

Service	Unit Price	Volume	Total Price	Balance Equivalent
050000 WLBX MAINTENANCE	\$100.00	1	\$100.00	\$187,892.31
WIRE TRANSFER				
350300 WIRE INCOMING FED TRANSFER	\$14.00	7	\$98.00	\$183,938.46
INCIDENTAL SERVICE CHARGES				
150340 OVERDRAFT/NSF ITEMS **	\$39.00	0	\$0.00	\$0.00
100402 RETURN ITEM PROCESS-RECLEAR **	\$13.00	0	\$0.00	\$0.00
350310 WIRE INCOMING INTL FX **	\$18.00	0	\$0.00	\$0.00
350300 WIRE INCOMING INTL USD **	\$16.00	0	\$0.00	\$0.00
Total Balance Equivalent:				\$8,892,932.83

CITY OF BARTLETT

BANKING RFP - FINAL

QUESTIONS TO CLARIFY PROPOSAL

Fed Funds Rate

1. Proposals offer interest earnings based on Fed Funds Rate. Please clarify the difference between Fed Funds Effective Rate and Fed Funds Upper Limit Rate.
2. Please provide the best rate using the descriptive term offered for either the Effective Rate or the Upper Limit Rate. Stated differently, is the rate quoted in your RFP the highest rate you can offer?
3. Are there other investment choices such as CDs, money market, CDARS, IntraFi, others you might suggest if those rates offer competitive rates with the sweep account method?

When the Federal Reserve sets the Fed Funds Rate, they express it as a range between the Fed Funds Lower, currently 5.25%, and Fed Funds Upper, which is currently 5.50%. They typically try managing the rate within those Upper and Lower limits. The rate that they manage to within the range is the Fed Funds Effective rate. Currently, that Effective rate is 5.33% and can be found here [Effective Federal Funds Rate - FEDERAL RESERVE BANK of NEW YORK \(newyorkfed.org\)](http://newyorkfed.org) as it is published daily by the Fed.

Due to the current rate environment, we will offer Upper Fed Funds minus 50 basis points. That rate today would be 5.00%. The rate is floating and only adjusts when the Fed adjusts the Upper Fed Funds Rate.

We can offer other alternatives, especially a CD and/or Public Funds Savings account. The Public Funds Savings could be priced similarly to the Sweep we proposed. We can also price a CD, but we'll need to know the amount and desired period. ICS and CDARS are options as well, but currently those would be priced lower than what we have to offer on our proprietary products.

Additional Pricing Discounts:

Service	Current	Proposed
BBOL Stop Payments – 12 months	\$28.00	\$15.00
BBOL ACH Maintenance	\$55.00	\$25.00
BBOL CASH MGT Prev Day SUM	\$65.00	\$15.00
BBOL Maintenance	\$150.00	\$75.00
BBOL Wire Maintenance	\$55.00	\$25.00
RDC Items WEB (scanner)	\$.16	\$.14

Under Option One: We will lower the Target Balance to offset fees from \$12,000,000.00 to \$10,000,000.

Lockbox Services

1. The City desires to maintain two separate lockbox services; one for property tax payments and one for water utility payments. Please list your best rates for the following lockbox services, as one example of lockbox rates per transaction appeared considerably more than other banks.
 - a) Lockbox maintenance **\$50.00 per account per month**
 - b) Monthly lockbox rental **First Horizon has an annual lockbox rental fee. First Horizon will waive this annual rental fee for both lockboxes.**
 - c) Lockbox deposits posted (cost per item) **\$0.90 per lockbox deposit**
 - d) Lockbox items deposited (cost per item) **\$0.15 per lockbox items deposited**
 - e) Lockbox reject items (cost per item) **\$0.25 per non-processable reject items**
 - f) Web Access Maintenance-Lockbox Image Archive is currently \$75.00 per month. **We will lower the fee to \$50.00 for the two new lockboxes and the existing lockbox the city has today with First Horizon.**
 - g) Web Image Items **\$0.01 per image item**

P-Card Services

1. RFP proposers indicated that in some cases the individual rebate percentage dropped when an individual payment amount exceeded a certain threshold. Please confirm if your bank has such a fee structure and the amount of the threshold that would trigger the percentage drop. Please provide a brief list of Rebate Percentage vs. Annual spend levels based on volume of spend. Also indicate if there is any threshold of transaction that would trigger a lesser percentage of rebate for either MasterCard, VISA or other accepted card.

Visa has what is called a ‘Large Ticket Interchange’ program (LTI), where visa charges a reduced fee on larger transactions (typically over \$5000) to merchants that provide Level III data. (Level III data are Line-item details about a credit card purchase. It includes items, quantity, and other order information.) Since Visa receives a reduced fee amount on these transactions, the interchange that Visa passes back to the bank is also reduced. This is why the rebate percent to the City is reduced on some transactions. There is no way to know what percentage of transactions will fall into the LTI category, as it varies among industries, and from client to client. A common percentage of LTI of overall spend is between 10-15%. Also, not all transactions over the threshold (~\$5000) qualify for LTI, as not all merchants are in the LTI program.

For rebate calculation purposes, non LTI transactions are paid at the full rebate rate quoted, while LTI transactions are lumped together, and rebate is paid at the reduced rate (0.50%). An example of a rebate calculation is below, based on the rebate grid below:

		<u>Rebate %</u>	<u>Rebate Paid</u>
Total annual spend:	\$3,000,000		
Regular (non LTI) Spend:	\$2,500,000	1.50%	\$37,500
LTI Spend:	\$ 500,000	0.50%	<u>\$ 2,500</u>
			\$40,000

Annual Spend		Terms					Billing Days
Low	High	Weekl y	Semi- Monthly	Monthl y	Monthl y	Monthl y	Repayment Days
		3	3	3	10	19	
\$0	\$359,999	0.00%	0.00%	0.00%	0.00%	0.00%	
\$360,000	\$499,999	0.50%	0.45%	0.40%	0.35%	0.00%	
\$500,000	\$999,999	1.15%	1.10%	1.05%	1.00%	0.70%	
\$1,000,000	\$2,999,999	1.52%	1.50%	1.48%	1.45%	1.20%	
\$3,000,000	\$5,999,999	1.60%	1.57%	1.53%	1.50%	1.15%	
\$6,000,000	\$9,999,999	1.64%	1.61%	1.57%	1.53%	1.25%	
\$10,000,000	\$14,999,999	1.66%	1.64%	1.60%	1.56%	1.40%	
\$15,000,000	\$19,999,999	1.70%	1.67%	1.63%	1.59%	1.43%	
\$20,000,000	\$29,999,999	1.72%	1.70%	1.65%	1.61%	1.46%	
\$30,000,000	\$39,999,999	1.74%	1.72%	1.67%	1.63%	1.55%	
\$40,000,000	+	1.76%	1.74%	1.69%	1.65%	1.60%	

Courier Service

The city collects over the counter payments at Bartlett City Hall prior to taking to our bank. Please confirm if your bank offers courier service from Bartlett City Hall to the respondent bank. Will the service transport the deposit parcel to a local Bartlett branch bank or to a central location for the bank? Indicate the fee for this service if this is offered. **For over-the-counter check payments, we recommend continuing the use of Remote Deposit Capture and/or routing payments to a Lockbox for processing.**

First Horizon does not offer Courier Services; however, we work with third-party companies that will pick up the cash and deliver to our Cash Vault at the main office. A couple of examples would be Loomis and Dunbar. Those fees are determined by the third-party company.

Merger/Acquisitions

With possible bank mergers/acquisitions seemingly on the horizon at any given time, do you have any sample language that could be included in your banking contract to mitigate uncertainties regarding continuation of service should this actually happen?

First Horizon Bank has been in business for over 160 years. The bank is headquartered in Memphis, TN. While any bank can be acquired, we don't anticipate any change. If it did ever happen, the RFP contract that First Horizon and the City of Bartlett have in place, can not change. Also, you would still be working with the same team at the bank that you currently work with.

TREASURY MANAGEMENT SERVICES MASTER AGREEMENT ADDENDUM



THIS AMENDMENT (the "Amendment") is entered by and between City of Bartlett ("Client") and First Horizon Bank ("Bank").

WHEREAS, Client and Bank entered into that certain Treasury Management Services Authorization and Consent dated _____, for the Services described in the Treasury Management Services Master Agreement (TMSMA"); and

WHEREAS, Client and Bank desire to amend certain provisions of the TMSMA.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Bank hereby agree as follows:

1. This Amendment is hereby incorporated by reference into the TMSMA. The provisions and terms of this Amendment shall supersede any contrary provisions and terms of the TMSMA. All provisions of the TMSMA not contrary to or otherwise amended by this Amendment shall remain in full force and effect. All terms used herein and not otherwise defined shall have the meanings given them in the TMSMA.
2. With respect to any language in the TMSMA, including but not limited to, the General Terms and Conditions, and the TM service terms, that obligates the Client to indemnify Bank, Bank acknowledges that Client is a governmental entity of the State of Tennessee and as such is restricted in its ability to indemnify other entities, such as Bank. Accordingly, any indemnity obligation of Client, and Client's liability for any claims, damages, losses, or expenses, including attorney's fees, arising out of or related to acts performed by the Client under the TMSMA is expressly limited to the coverages, amounts, procedural requirement, including jurisdiction and venue, and other limitations of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. Section 29-20-101 et seq.
3. The TMSMA shall be construed and in accordance with and governed by federal law and the internal laws of Tennessee without regard to conflict of law principles.
4. Paragraph 12 of the TMSMA General Terms and Conditions is amended to substitute and modify the second sentence in the first paragraph to read "To the extent permitted by Tennessee law, and in accordance with all applicable open records laws, Client shall keep all Confidential Information confidential and shall not disclose or otherwise make any Confidential Information available to any person other than Client's employees who are actively and directly participating in the use of the Services or any agents who need to know such information in order for Client to use the Services."

IN WITNESS WHEREOF, each of the parties has executed this Amendment, which shall be effective as of the date last executed as indicated in the signature blocks below.

AUTHORIZED SIGNER Signature must be executed by the signer of the Treasury Management Services Master Agreement or person designated as authorized to negotiate Bank Services on behalf of all the legal entities bound by this agreement.

Signature:	Date:
Printed Name:	Title:
Telephone Number:	Email Address:

BANK ACKNOWLEDGMENT All requests must be acknowledged by the Relationship Manager or Treasury Management Sales Officer.

Signature:	Date:
Printed Name:	Title:

Attachment: TMSMA Addendum - City of Bartlett (3671 : Approval for Banking Services)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

REVIEWED

RESOLUTION (ID # 3676)

Meeting: 11/12/24 06:00 PM
Department: Board of Mayor and Aldermen
Category: Agreement
Prepared By: Penny Medlock
Initiator: David Parsons
Sponsors:
DOC ID: 3676

Resolution 37-24, a resolution authorizing the Mayor to sign a proclamation establishing the City of Bartlett as a Purple Heart City.

WHEREAS, the Purple Heart Medal was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and,

WHEREAS, the organization now known as the "Military Order of the Purple Heart," was formed in 1932 for the protection and mutual interest of all who have received the Purple Heart Medal, and it is the only veterans service organization comprised strictly of "combat" veterans; and,

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families; promote patriotism; support legislative initiatives; and, most importantly, ensure that we never forget; and,

WHEREAS, the Board of Mayor and Aldermen desires to establish the City of Bartlett as a Purple Heart City:

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that the Mayor is hereby authorized and directed to sign a Proclamation establishing the City of Bartlett as a Purple Heart City.

ADOPTED THIS 12th day of November 2024.

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

David Parsons

Attest: _____

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3668)

Meeting: 11/12/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3668

Resolution 38-24, a resolution to amend the FY2025 Grants Fund budget to recognize State of Tennessee, Tennessee Corrections Institute Grant for \$14,330 to the Bartlett Police Department for public safety and training-related equipment purposes.

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

WHEREAS, the Department has received notice of a \$14,330 grant from the State of Tennessee, Tennessee Corrections Institute; and

WHEREAS, the reimbursement grant to the City of Bartlett provides for funds for reimbursement of actual, reasonable, and necessary costs as described in the Scope of Services; and

WHEREAS, the Tennessee Corrections Institute Grant provides funding of \$14,330 in FY25 for various supplies and equipment to establish and enhance a dedicated physical fitness training area within the Bartlett Police Department facilities;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett accepts the TCI Training Equipment Grant for FY25 and appropriates funds as shown in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33686.02424	TCI Training Grant FY25	\$14,330	
131.42100.341.02424	Supplies		\$10,230
131.42100.933.02424	Minor Equipment		\$4,100
	Totals	\$14,330	\$14,330

Adopted this day of November 12, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____

Penny Medlock, City Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 12/01/2024		End Date 04/30/2025		Agency Tracking # 31609-0154	
Edison ID 83663					
Grantee Legal Entity Name City Of Bartlett					Edison Vendor ID 1617
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient			Assistance Listing Number Grantee's fiscal year end 06/30		
Service Caption (one line only)					
Funding —	FY	State	Federal	Interdepartmental	Other
	2025	\$14,330.00			
TOTAL:		\$14,330.00			\$14,330.00
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 FY25 Training Equipment Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

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 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 a 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. This 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 12/01/2024 ("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 //or 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 Fourteen Thousand Three Hundred Thirty Dollars and No Cents (\$14,330.00) ("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:

Joanne Pogue, Administrative Services Manager
 Tennessee Corrections Institute
 Percy Priest Cottage
 279D Stewarts Ferry Pike
 Nashville, TN 37214-3325
Joanne.Pogue@tn.gov AND TCI.Operations@tn.gov
 Telephone: 931-212-7916

- 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
 - (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 sixty (60) 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:

Jason J. Smith, Director of Administration
Tennessee Corrections Institute
Percy Priest Cottage
279D Stewarts Ferry Pike
Nashville, TN 37214-3325
Jason.J.Smith@tn.gov
Telephone # 615-879-5453
FAX # N/A

The Grantee:

Jeremy Springer, Captain
Bartlett Police Department
3730 Appling Rd
Bartlett, TN 38133-2745
jspringer@bartlettpolice.org
Telephone # 901-359-9375
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. 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 five thousand dollars (\$5,000.00).

- 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 applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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 DATE

David Parsons, Mayor

 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE CORRECTIONS INSTITUTE:

 WILL WALL, EXECUTIVE DIRECTOR DATE

Attachment: TN TCI Training Grant (3668 : Res. 38-24 BPD TCI Grant 2025)

Scope of Services TCI Training Equipment Grant FY 2025

APPLICANT AGENCY NAME: City of Bartlett

LAW ENFORCEMENT AGENCY: 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)

Yes

B. INPUTS

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

To establish a dedicated physical fitness training area for jail personnel that promotes health, wellness, and resilience, ultimately enhancing their ability to perform their duties effectively. We are also adding additional personnel to accommodate the increased business, court demand, and increased inmate time in system. We will purchase an additional computer and laptop for preparation and documentation of training.

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

Physical Preparedness: Regular physical fitness training improves strength, endurance, and agility, which are essential for managing the demands of a correctional environment. This preparation helps staff respond more effectively to potentially volatile situations.

Stress Management: The correctional environment can be highly stressful. Physical fitness activities are proven to reduce stress, anxiety, and depression, helping staff maintain a more balanced mental state. This can lead to better decision-making and a more positive work atmosphere.

Team Cohesion: Group fitness activities foster teamwork and camaraderie among staff. Building strong relationships through shared physical challenges can enhance communication and cooperation during shifts.

Injury Prevention: Regular training can improve body mechanics and flexibility, reducing the risk of injuries. Educating staff on safe lifting techniques and proper physical conditioning can help them avoid common workplace injuries.

Role Modeling: A focus on fitness sets a positive example for staff and inmates alike. Healthy, active staff can encourage a culture of wellness within the facility.

ATTACHMENT A

Enhanced Focus and Productivity: Physical activity is linked to improved cognitive function, concentration, and overall job performance. Staff who engage in regular exercise are likely to be more alert and focused on their duties.

Retention and Job Satisfaction: Providing fitness resources can enhance job satisfaction and morale, which can lead to lower turnover rates. Staff who feel supported in their wellness are more likely to remain in their roles.

Comprehensive Training Approach: Incorporating fitness into training programs promotes a holistic approach to staff development, addressing both physical and mental health needs, which is essential in the challenging correctional environment.

By investing in a physical fitness training area, correctional facilities can create a more prepared, resilient, and engaged workforce.

Additional computer equipment will allow multiple training sessions to take place at once in our training room.

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

We do not currently have a Jail personnel-accessible fitness area.

- B.4. Please describe in detail the items you want to buy to include the volume and cost of each item.

Force USA 390lb Weight Plates - \$880.00
 Force USA all-in-one trainer - \$4,500.00.
 Force USA mybench - \$400.00.
 3 Tier storage system - \$900.00
 44lb kettlebell x2 - \$250.00
 26lb kettlebell x2 - \$110.00
 18lb kettlebell x2 - \$80
 9lb kettlebell x2 - \$60
 50lb dumbbell - \$185.00
 45lb dumbbell - \$165.00
 40lb dumbbell - \$135.00
 35lb dumbbell - \$120.00
 30lb dumbbell - \$100.00
 25lb dumbbell - \$90.00
 20lb dumbbell - \$70.00
 15lb dumbbell - \$65.00
 10lb dumbbell - \$40.00
 5lb dumbbell - \$25.00
 Bowflex max trainer - \$1300.00
 40 rubber gym tiles - \$750.00
 HP G9 series computer w/ 2 34 inch monitors - \$3000
 HP EB660G11 laptop - \$1100

ATTACHMENT A

- 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.

Jan 1st 2025 projected purchase date. Projected setup date March 1st2025.

- B.6 Who will benefit from this grant expenditure and how?

Creating a physical fitness training area for jail personnel to improve strength, endurance, and agility, which are essential for managing the demands of a correctional environment.

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

15 and have been authorized to increase staffing to 20.

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.

Once items are purchased and received documentation will be provided in a timely manner from the vendor and photos of received items will be attached.

ATTACHMENT B

Page 1

GRANT BUDGET				
AGENCY NAME: City of Bartlett, Bartlett Police Department				
FUND SOURCE: STATE				
SOLICITATION IDENTIFICATION TITLE: FY25 TRAINING EQUIPMENT GRANT				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: DATE 12/01/2024 END: 04/30/2025				
	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	\$14,330.00	\$0.00	\$14,330.00
	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	\$14,330.00	\$0.00	\$14,330.00

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.

Attachment: TN TCI Training Grant (3668 : Res. 38-24 BPD TCI Grant 2025)

ATTACHMENT B

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: City of Bartlett, Bartlett Police Department

FUND SOURCE: STATE

SOLICITATION IDENTIFICATION TITLE: FY25 TRAINING EQUIPMENT GRANT

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Force USA Rubber Coated Olympic Weight Plates (390 lbs), Force USA MyBench, Bowflex Max Trainer M6, 3 tier universal storage system, Rogue kettlebells (44, 26, 18, 9 lb sets 8 in total), Rogue dumbbell pairs (50, 45, 40, 35, 30, 25, 20, 15, 10, and 5 lb pairs), Uline H-6540 x40 rubber gym tiles, Force USA g12 all in one trainer or similar equipment	\$10,230.00
Sensitive Minor Equipment: HP G9 series computer w 2 HP 34" monitors and HP EB666oG11 Laptop or similar	\$4,100.00
TOTAL	\$14,330.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3673)

Meeting: 11/12/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3673

Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark.

WHEREAS, an application has been received to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 10th day of December, 2024 and notice thereof published in *The Bartlett Express*,

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

SECTION I. The property described as follows is hereby designated as Historic Landmark HL-13, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Bell-Martin House":

Property located at 3101 Court Street a/k/a the Bell-Martin House identified as Shelby County Tax Parcel B0156 00500.

SECTION 3. 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 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 12, 2024

Second Reading: November 26, 2024

Third Reading: December 10, 2024

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

David Parsons, Mayor

Penny Medlock, City Clerk

PLANNING COMMISSION

Monday, November 4, 2024 - 6:30 P.M.

Bartlett City Hall Assembly Chamber

Staff Comments

NEW BUSINESS

Public Hearing

Planned Development

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

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

BACKGROUND: The 3.66-acre subject property was created by deed May 1982.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop the 3.66 acres of land into an 8-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,580 square feet to 23,245 square feet. Housing density is 3.5 units per acre and the minimum yard setbacks are:

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

The proposed planned development features a 43,757 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road.

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

Engineering Conditions:**General:**

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

Plat:

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

Site Plan:

- 13. Detention shall be shown.
- 14. Road width and radius of development access road needs to be enlarged.
- 15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

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

Erosion Control Plan:

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

Grading & Drainage Plan:

- 24. Detention will be required, provide detention analysis.

Planning Comments:

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

Planning Conditions:

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

Site Plan**2. Shadowlawn Park Improvements, 4734 Shadowlawn Road (Paul Wright, Director of Parks and Recreation)**

INTRODUCTION: Mr. Paul Wright, Director of Parks and Recreation, is requesting Planning Commission approval of a revised Site Plan for Shadowlawn Park improvements. The subject property is located at 4734 Shadowlawn Road within the "POS" Public Open Space Zoning District.

BACKGROUND: The subject property was annexed by the City of Bartlett in 1997. In May 2005, Shelby County transferred Shadowlawn Park to the City of Bartlett by recorded deed 05074487.

DISCUSSION: The specific request by the applicant is for a revised Site Plan for the following improvements: resurface the existing parking lot and add new

ADA parking, add a new 50 space parking area, add a new accessible playground, add new ADA compliant restrooms and a concession stand, and add new ADA compliant walking paths.

Recommendation: Approval with conditions.

Engineering Conditions: None.

Planning Conditions:

1. The applicant shall maintain the paved walking path adjacent to the Shadowlawn Road frontage as it serves students walking to and from the Ninth Grade Academy.
2. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Landmark

3. Tatum-Peterson House, 2991 Sycamore View Road

Deborah Peterson Brown is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2991 Sycamore View Road known as the Tatum-Peterson House. The northwest corner of what is now Sycamore View and Woodlawn was the original site of the Woodlawn Lodge 211 (Masonic) built in 1866. Woodlawn Street is named after the Lodge. In 1906, the Lodge moved to Raleigh due to dwindling membership and the building was sold to John W Tatum. He owned Tatum's Grocery on Stage Road, just to the east of Bartlett Baptist Church. Tatum moved his family (wife and 4 children) into the building. He served as a Bartlett Alderman, the years are unknown. He died in 1928, and his widow and one child remained in the home.

A son, James Hood Tatum, the 2 sisters and a husband, razed the old lodge and built the current house. J H Tatum was Mayor of Bartlett 1930-1933. Mayor Tatum died in 1961 and is buried in Bartlett-Ellendale Cemetery.

Mayor Tatum's daughter Irma and son-in-law Hugh Peterson lived across Sycamore View in a house that no longer remains. After Mayor and Mrs. Tatum passed, the Peterson's moved in to help care for a great aunt who had never married. Hugh died in 2000, and his wife died in 2010. Their daughter Debby Brown had moved in to care for her mother, and Debby continues to live in the house today.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Tatum-Peterson Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

4. Pruden-Millikin House, 2923 Sycamore View Road

Dr. Patricia Millikin is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2923 Sycamore View Road known as the Pruden-Millikin House. Romulus Alpha Pruden was a distant relative of G.M. Bartlett, and his family moved here from North Carolina in the 1840s to farm. Pruden fought as a Confederate in the Civil War. Pruden bought the lot from Bartlett and built the house circa 1869. It is noted as Lot 8 in the original plat for the town of Bartlett (1872). Pruden died in 1871 at age 39. His widow and children continued to live there until the children left home and the widow Pruden sold it in 1890. Walter and Julia Smith bought it and moved their family in. The Smiths were the grandparents of W.J. Freeman. The home stayed in the Smith family until it was sold to Judge Freeman Marr in 1980. It was used as a rental home until being purchased by Robert and Dr. Patricia Millikin in 2005. They began extensive restorations on the house, but Mr. Millikin died in 2006 from leukemia. Dr. Millikin completed the restorations, then began a large addition to the house along with an attached garage building.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Pruden-Millikin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

5. Bell-Martin House, 3101 Court Street

Carman and Darlene Bell are requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 3101 Court Street known as the Bell-Martin House, which was built circa 1923 by the Martin family. According to the Register of Deeds, the home was passed down to the Salley family, the Cauldwell family, and the Treadway family. In 1978, Carman and Darlene Bell purchased the subject property. Carman was one of the founding members of the Bartlett Historical

Society, and he was a long-time member and former chairman of the Bartlett Historic Preservation Commission.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Bell-Martin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3674)

Meeting: 11/12/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3674

Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark.

WHEREAS, an application has been received to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 10th day of December, 2024 and notice thereof published in The Bartlett Express,

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

SECTION I. The property described as follows is hereby designated as Historic Landmark HL-11, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Tatum-Peterson House":

Property located at 2991 Sycamore View Road a/k/a the Tatum-Peterson House identified as Shelby County Tax Parcel B0156 00223.

SECTION 3. 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 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 12, 2024

Second Reading: November 26, 2024

Third Reading: December 10, 2024

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

David Parsons, Mayor

Penny Medlock, City Clerk

PLANNING COMMISSION

Monday, November 4, 2024 - 6:30 P.M.

Bartlett City Hall Assembly Chamber

Staff Comments

NEW BUSINESS

Public Hearing

Planned Development

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

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

BACKGROUND: The 3.66-acre subject property was created by deed May 1982.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop the 3.66 acres of land into an 8-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,580 square feet to 23,245 square feet. Housing density is 3.5 units per acre and the minimum yard setbacks are:

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

The proposed planned development features a 43,757 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road.

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

Engineering Conditions:**General:**

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

Plat:

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

Site Plan:

- 13. Detention shall be shown.
- 14. Road width and radius of development access road needs to be enlarged.
- 15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

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

Erosion Control Plan:

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

Grading & Drainage Plan:

- 24. Detention will be required, provide detention analysis.

Planning Comments:

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

Planning Conditions:

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

Site Plan**2. Shadowlawn Park Improvements, 4734 Shadowlawn Road (Paul Wright, Director of Parks and Recreation)**

INTRODUCTION: Mr. Paul Wright, Director of Parks and Recreation, is requesting Planning Commission approval of a revised Site Plan for Shadowlawn Park improvements. The subject property is located at 4734 Shadowlawn Road within the "POS" Public Open Space Zoning District.

BACKGROUND: The subject property was annexed by the City of Bartlett in 1997. In May 2005, Shelby County transferred Shadowlawn Park to the City of Bartlett by recorded deed 05074487.

DISCUSSION: The specific request by the applicant is for a revised Site Plan for the following improvements: resurface the existing parking lot and add new

ADA parking, add a new 50 space parking area, add a new accessible playground, add new ADA compliant restrooms and a concession stand, and add new ADA compliant walking paths.

Recommendation: Approval with conditions.

Engineering Conditions: None.

Planning Conditions:

1. The applicant shall maintain the paved walking path adjacent to the Shadowlawn Road frontage as it serves students walking to and from the Ninth Grade Academy.
2. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Landmark

3. Tatum-Peterson House, 2991 Sycamore View Road

Deborah Peterson Brown is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2991 Sycamore View Road known as the Tatum-Peterson House. The northwest corner of what is now Sycamore View and Woodlawn was the original site of the Woodlawn Lodge 211 (Masonic) built in 1866. Woodlawn Street is named after the Lodge. In 1906, the Lodge moved to Raleigh due to dwindling membership and the building was sold to John W Tatum. He owned Tatum's Grocery on Stage Road, just to the east of Bartlett Baptist Church. Tatum moved his family (wife and 4 children) into the building. He served as a Bartlett Alderman, the years are unknown. He died in 1928, and his widow and one child remained in the home.

A son, James Hood Tatum, the 2 sisters and a husband, razed the old lodge and built the current house. J H Tatum was Mayor of Bartlett 1930-1933. Mayor Tatum died in 1961 and is buried in Bartlett-Ellendale Cemetery.

Mayor Tatum's daughter Irma and son-in-law Hugh Peterson lived across Sycamore View in a house that no longer remains. After Mayor and Mrs. Tatum passed, the Peterson's moved in to help care for a great aunt who had never married. Hugh died in 2000, and his wife died in 2010. Their daughter Debby Brown had moved in to care for her mother, and Debby continues to live in the house today.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Tatum-Peterson Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

4. Pruden-Millikin House, 2923 Sycamore View Road

Dr. Patricia Millikin is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2923 Sycamore View Road known as the Pruden-Millikin House. Romulus Alpha Pruden was a distant relative of G.M. Bartlett, and his family moved here from North Carolina in the 1840s to farm. Pruden fought as a Confederate in the Civil War. Pruden bought the lot from Bartlett and built the house circa 1869. It is noted as Lot 8 in the original plat for the town of Bartlett (1872). Pruden died in 1871 at age 39. His widow and children continued to live there until the children left home and the widow Pruden sold it in 1890. Walter and Julia Smith bought it and moved their family in. The Smiths were the grandparents of W.J. Freeman. The home stayed in the Smith family until it was sold to Judge Freeman Marr in 1980. It was used as a rental home until being purchased by Robert and Dr. Patricia Millikin in 2005. They began extensive restorations on the house, but Mr. Millikin died in 2006 from leukemia. Dr. Millikin completed the restorations, then began a large addition to the house along with an attached garage building.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Pruden-Millikin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

5. Bell-Martin House, 3101 Court Street

Carman and Darlene Bell are requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 3101 Court Street known as the Bell-Martin House, which was built circa 1923 by the Martin family. According to the Register of Deeds, the home was passed down to the Salley family, the Cauldwell family, and the Treadway family. In 1978, Carman and Darlene Bell purchased the subject property. Carman was one of the founding members of the Bartlett Historical

Society, and he was a long-time member and former chairman of the Bartlett Historic Preservation Commission.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Bell-Martin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3675)

Meeting: 11/12/24 06:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3675

Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark.

WHEREAS, an application has been received to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 10th day of December, 2024 and notice thereof published in The Bartlett Express,

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

SECTION I. The property described as follows is hereby designated as Historic Landmark HL-12, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Pruden-Millikin House":

Property located at 2923 Sycamore View Road a/k/a the Pruden-Millikin House identified as Shelby County Tax Parcel B0156 00280.

SECTION 3. 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 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: November 12, 2024

Second Reading: November 26, 2024

Third Reading: December 10, 2024

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

David Parsons, Mayor

Penny Medlock, City Clerk

PLANNING COMMISSION

Monday, November 4, 2024 - 6:30 P.M.

Bartlett City Hall Assembly Chamber

Staff Comments

NEW BUSINESS

Public Hearing

Planned Development

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

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

BACKGROUND: The 3.66-acre subject property was created by deed May 1982.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on subject property. The applicant is proposing to develop the 3.66 acres of land into an 8-lot planned residential subdivision with a common open space lot. The lot sizes will range from 13,580 square feet to 23,245 square feet. Housing density is 3.5 units per acre and the minimum yard setbacks are:

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

The proposed planned development features a 43,757 square foot common open space, guest parking spaces, and a cluster mailbox area. Access to the subdivision will be from Yale Road.

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

Engineering Conditions:**General:**

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

Plat:

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

Site Plan:

- 13. Detention shall be shown.
- 14. Road width and radius of development access road needs to be enlarged.
- 15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

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

Erosion Control Plan:

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

Grading & Drainage Plan:

- 24. Detention will be required, provide detention analysis.

Planning Comments:

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

Planning Conditions:

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

Site Plan**2. Shadowlawn Park Improvements, 4734 Shadowlawn Road (Paul Wright, Director of Parks and Recreation)**

INTRODUCTION: Mr. Paul Wright, Director of Parks and Recreation, is requesting Planning Commission approval of a revised Site Plan for Shadowlawn Park improvements. The subject property is located at 4734 Shadowlawn Road within the "POS" Public Open Space Zoning District.

BACKGROUND: The subject property was annexed by the City of Bartlett in 1997. In May 2005, Shelby County transferred Shadowlawn Park to the City of Bartlett by recorded deed 05074487.

DISCUSSION: The specific request by the applicant is for a revised Site Plan for the following improvements: resurface the existing parking lot and add new

ADA parking, add a new 50 space parking area, add a new accessible playground, add new ADA compliant restrooms and a concession stand, and add new ADA compliant walking paths.

Recommendation: Approval with conditions.

Engineering Conditions: None.

Planning Conditions:

1. The applicant shall maintain the paved walking path adjacent to the Shadowlawn Road frontage as it serves students walking to and from the Ninth Grade Academy.
2. The applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Landmark

3. Tatum-Peterson House, 2991 Sycamore View Road

Deborah Peterson Brown is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2991 Sycamore View Road known as the Tatum-Peterson House. The northwest corner of what is now Sycamore View and Woodlawn was the original site of the Woodlawn Lodge 211 (Masonic) built in 1866. Woodlawn Street is named after the Lodge. In 1906, the Lodge moved to Raleigh due to dwindling membership and the building was sold to John W Tatum. He owned Tatum's Grocery on Stage Road, just to the east of Bartlett Baptist Church. Tatum moved his family (wife and 4 children) into the building. He served as a Bartlett Alderman, the years are unknown. He died in 1928, and his widow and one child remained in the home.

A son, James Hood Tatum, the 2 sisters and a husband, razed the old lodge and built the current house. J H Tatum was Mayor of Bartlett 1930-1933. Mayor Tatum died in 1961 and is buried in Bartlett-Ellendale Cemetery.

Mayor Tatum's daughter Irma and son-in-law Hugh Peterson lived across Sycamore View in a house that no longer remains. After Mayor and Mrs. Tatum passed, the Peterson's moved in to help care for a great aunt who had never married. Hugh died in 2000, and his wife died in 2010. Their daughter Debby Brown had moved in to care for her mother, and Debby continues to live in the house today.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Tatum-Peterson Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

4. Pruden-Millikin House, 2923 Sycamore View Road

Dr. Patricia Millikin is requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 2923 Sycamore View Road known as the Pruden-Millikin House. Romulus Alpha Pruden was a distant relative of G.M. Bartlett, and his family moved here from North Carolina in the 1840s to farm. Pruden fought as a Confederate in the Civil War. Pruden bought the lot from Bartlett and built the house circa 1869. It is noted as Lot 8 in the original plat for the town of Bartlett (1872). Pruden died in 1871 at age 39. His widow and children continued to live there until the children left home and the widow Pruden sold it in 1890. Walter and Julia Smith bought it and moved their family in. The Smiths were the grandparents of W.J. Freeman. The home stayed in the Smith family until it was sold to Judge Freeman Marr in 1980. It was used as a rental home until being purchased by Robert and Dr. Patricia Millikin in 2005. They began extensive restorations on the house, but Mr. Millikin died in 2006 from leukemia. Dr. Millikin completed the restorations, then began a large addition to the house along with an attached garage building.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Pruden-Millikin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.

5. Bell-Martin House, 3101 Court Street

Carman and Darlene Bell are requesting a favorable recommendation by the Planning Commission to place a local historic landmark designation on the property located at 3101 Court Street known as the Bell-Martin House, which was built circa 1923 by the Martin family. According to the Register of Deeds, the home was passed down to the Salley family, the Cauldwell family, and the Treadway family. In 1978, Carman and Darlene Bell purchased the subject property. Carman was one of the founding members of the Bartlett Historical

Society, and he was a long-time member and former chairman of the Bartlett Historic Preservation Commission.

On September 16, 2024, the Bartlett Historic Preservation Commission made a favorable recommendation to accept the Bell-Martin Home for a local landmark designation.

Recommendation: A favorable recommendation from the Planning Commission to the Board of Mayor and Aldermen.