



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, DECEMBER 8, 2020 - CONFERENCE CALL - 6:00 PM

Due to the COVID-19 Global Pandemic, the Board of Mayor and Aldermen will meet electronically in December. This meeting will follow T.C.A. 8-44-102, and Governor Bill Lee's Executive Order No. 65, extending Order No. 16 regarding the Tennessee Open Meetings Act.

To submit a comment to be read at the meeting, please email Penny Medlock at pmedlock@cityofbartlett.org and provide your name and address by Monday, 5 p.m. prior to the Tuesday meeting. This meeting will be broadcast live on the City's Facebook page. Minutes and recordings will be posted within two days of the meeting on the City's website.

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Parks and Recreation Advisory Board, December 10 at 7 p.m.

Board of Zoning Appeals, December 17 at 6:30 p.m.

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

Planning Commission, January 4 at 7 p.m.

Beer Board, January 5 at 6 p.m.

Bartlett Station Commission, January 6 at 7:30 a.m.

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the November 10, 2020 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

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

1. Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee.
2. Ordinance 20-08, an ordinance amending Title 20, Chapter I, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee.

UNFINISHED BUSINESS

- 1 **Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**
- 2 **Third Reading of Ordinance 20-08, an ordinance amending Title 20, Chapter I, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**

CONSENT AGENDA

- 1 **Bid for day cab tractor. (Mike Adams, Director of Public Works)**

Recommend accepting the lowest bid from Tag Truck Center at a total cost of \$110,172.89. Funds are available in Account 122.48122.935.
- 2 **Bid for automated side load refuse collection truck. (Mike Adams, Director of Public Works)**

Recommend accepting the lowest bid from Sansom at a total cost of \$262,772.00. Funds are available in Account 122.48122.935.
- 3 **Bid for walking floor transport trailer. (Mike Adams, Director of Public Works)**

Recommend accepting the lowest bid from Spector Manufacturing, Inc. at a cost of \$79,881.00. Funds are available in Account 122.48122.939.
- 4 **Bid for four Dodge Chargers. (Jeff Cox, Police Chief)**

Recommend accepting the sole bid from Louisville Chrysler Dodge Jeep Ram for a total cost of \$109,523.28. Funds are available in Account 129.48129.935.

5 Purchase of one 2021 Dodge Ram Crew Cap Truck. (Jeff Cox, Police Chief)

Request to purchase one 2021 Dodge Ram Crew Cab Pickup Truck from Columbia Chrysler Dodge Jeep Ram at a total cost of \$29,983.00. This vehicle will be purchased from the State Vehicle Contractor and will be used by the Police Investigative Services Division. Funds are available in Accounts 124.48124.935 and 110.42100.182.

6 Bid for Exhaust Recovery System. (Terry Wiggins, Fire Chief)

Recommend accepting the lowest proposal from Clean Air Concepts at a cost of \$41,186.00. Funds are available in Account 311.48311.785.25820.

7 Planning Commission Report for November 2020. (Kim Taylor, Director of Planning and Economic Development)**8 Presentation of General Obligation Bonds, Series 2020. (Dick Phebus, Director of Finance)****9 Treasurer's Report for October 2020. (Dick Phebus, Director of Finance)****NEW BUSINESS****1 Appoint Shenee Simon to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)****2 Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education. (Dick Phebus, Director of Finance)****3 Set a public hearing for January 12, 2021 for Resolution 38-20, a resolution approving a special use permit to allow a tavern, cocktail lounge, night club, bar establishment to be located at 2965 North Germantown Parkway Suite 111, within the "C-H" Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)****OPEN DISCUSSION****ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 10, 2020 - CONFERENCE CALL - 6:00 PM

ATTENDANCE

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Alderman Jack Young

FUTURE MEETINGS

Parks and Recreation Advisory Board, November 12 at 7 p.m.

Bartlett Arts Council, November 17 at 6 p.m.

Beer Board, December 1 at 6 p.m.

Bartlett Station Commission, December 2 at 7:30 a.m.

City Beautiful Commission, December 3 at 6:30 p.m.

Family Assistance Commission, December 7 at 6 p.m.

RECOGNITIONS

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

VIRTUAL MEETINGS CONTINUATION

Virtual Board of Mayor and Aldermen meetings and Boards and Commissions meetings during the months of November and December. (A. McDonald, Mayor)

Minutes Acceptance: Minutes of Nov 10, 2020 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

MINUTES ACCEPTANCE

Minutes of the October 27, 2020 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

PUBLIC HEARING

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

- I. Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road.

Ms. Brenda Solomito Basar, representative for the applicant, made a presentation highlighting Zaxby's plan to address the neighborhood concerns of: increased traffic volume, noise and light pollution, rights-of-way of emergency personnel and property values.

Mr. Shawn Massey, representative for the land owner, stated he is trying to sale or lease the property and attract business to Bartlett.

In Favor:

City Clerk, Penny Medlock, stated she had received eight favorable petitions for Ordinance 20-05, which are on file in the City Clerk's office. Mrs. Medlock read into record the favorable statement submitted by Lindsay Johnson, 5940 Hickory Grove Lane, "Mr. Mayor, I moved to Bartlett 3 years ago. I was a previous resident of Arlington. We moved to Bartlett because I did most of my shopping and dining in Bartlett. I did not like that my tax dollars were not being utilized where I resided. With that said, I still drive to surrounding cities when I can not get a product in Bartlett. One of the business that I support is Zaxby's in Lakeland, Cordova, and Millington. I would appreciate it if you would approve the zoning and move forward with the plans to allow Zaxby's to build on Elmore and Stage Road. I will be happy to support this business in Bartlett." [Sic]

In Opposition:

City Clerk Medlock stated she had received 77 petitions in opposition of Ordinance 20-05, which are on file in the City Clerk's office. Mrs. Medlock read into record, or permitted attendees to speak, in the order in which the requests were received.

Mrs. Medlock read the following statements in opposition:

Shirley Henderson, 6051 Surrey Hollow Cove, "I am not in favor of a fast food restaurant being built on the corner of Stage & Elmore Park. The plans call for entry & exit on Elmore

Park this intersection is hard enough to get in & out of with the traffic now. It will be a mess if cars are trying to leave this place & get back to Stage going east & west. There are large beautiful trees that will probably have to come down & Bartlett is called "tree city" so I guess we will lose those. Our neighborhood does not need the increase in traffic or the other things that fast food places bring." [Sic]

David Collier, 2831 Elmore Park Rd, "Changing this location from an office type building to a fast food restaurant will create a traffic back up on Stage and Elmore Park Rd.. To enter the drive through Stage Rd. will stop traffic, turning on to Elmore Park rd., trying to leave Zaxby's will stop traffic as well! Elmore Park Rd. is just a 2 lane road it is not set up for this large amount of traffic. This is a bad idea! There are many other locations in Bartlett with easy access to main roads. This is also a school bus route that backs up on Elmore Park Rd, every school day in the afternoon. Thank you for your time, I hope you make the right decision." [Sic]

Lisa and James Harnage, 2839 Elmore Park Rd., "PLEASE, do not let this happen!!!! We live at 2839 Elmore Park Rd. We are the fourth house behind the mentioned property. We already have so much traffic as it is, and the last thing we need is more to block our street. If the building is going to be rebuilt in any way, we will also have an even worse flooding problem for our properties. When Kinko's was built there, our drainage problems became a nightmare for everyone on this side of Elmore Park Rd. Every time it rains our backyards are completely under water. Our neighbors have been in contact with Bartlett about this problem, with NO help from Bartlett at all. We need this issue addressed and if this restaurant goes in, our properties are in some serious trouble. We also do not need another chicken place so close to the others we already have, not to mention the smell and noise that comes with it. There are several other empty buildings they could occupy, PLEASE NOT THIS ONE!!!! WE DON'T APPRECIATE this at all!!! Thanks for letting our property values go rock bottom, we thought Bartlett cared about their residents, but I guess ANOTHER unhealthy place to eat is the ONLY thing our leaders of Bartlett care about!!!!!" [Sic]

Donna Robbins, 6104 Camelia Lane, spoke against the proposed re-zoning. Ms. Robbins expressed concerns over the absence of sidewalks and for safety of the many children and jay walkers in the neighborhood. She expressed concerns of the increased traffic and direction/flow of traffic and excessive trash. She disagreed with Ms. Basar on the location of Zaxby's not decreasing property values. She also disagreed that the neighbors would welcome a sit down restaurant as opposed to drive-thru.

Raymond Powell, 6112 Camelia Lane. Mr. Powell spoke against the proposed re-zoning. His primary concern was the accessibility of emergency personnel and equipment.

Peggy Taylor, 2765 Surrey Park Drive. Ms. Taylor spoke against the proposed re-zoning. Ms. Taylor stated that between October 26 and October 30, she counted no less than five emergency calls in her neighborhood. She believes that jay walking on Stage Rd. would be

multiplied. She said that a traffic study has not been done, and will not be conducted, but feels there will be more traffic with more deaths and wrecks.

*Pam Crawford, 6022 Camelia Lane. Ms. Crawford spoke against the proposed re-zoning. Ms. Crawford gave TDOT traffic statistics for this location. She stated between the hours of 11 a.m. and 1 p.m., this location averages 595 vehicles and between the hours of 6 p.m. - 7 p.m., 197 vehicles. From 2009 - 2019, from 7 a.m. - 7 p.m. there are 2655 vehicles daily and never less than 150 per hour. She stated that Zaxby's business is comprised of 81 percent drive-thru patronage.

Annmarie Ghio, 6096 Ivanhoe, "I am emailing about the vote on September 22 regarding the zoning change for Zaxby's. Please vote no. I don't mind a restaurant with unique and authentic food, but we don't need another fried chicken fast food restaurant. Two more are literally seconds away. And the traffic at that intersection can already be too much, especially making a left hand turn off of Stage onto Elmore Park right by this location. I work and live in Bartlett off of Stage Road within in minutes of this intersection. I love the new lights, by the way. Very modern and clean. Please carefully consider this area and the direction you want it to take. More buffets, more fast food? We have enough. Shopping and other businesses that will bring not only more families to our area, but consumers as well. Another fried chicken restaurant is not the answer. Thank you for your consideration." [Sic]

*Diane Barlow, 6113 Camelia Lane. Ms. Barlow spoke against the proposed re-zoning. Her main concerns were traffic issues.

Linda Gibson, 6063 Camelia Lane. Ms. Gibson spoke against the proposed re-zoning. She has a family member with stage four kidney cancer and her concerns were the accessibility of emergency equipment and personnel.

Adjourned at 6:53 p.m.

2. Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee.

No one spoke for or against Ordinance 20-06.

Adjourned at 6:54 p.m.

3. Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee.

No one spoke for or against Ordinance 20-07.

Adjourned at 6:55 p.m.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning, Kim Taylor, stated that the C-L zoning is the least intensive of the commercial zonings. Alderman Elliott inquired of Ms. Basar if 6605 Stage Rd. had been considered. Ms. Basar stated that it had, but did not meet Zaxby's criteria. Mayor McDonald and City Attorney, Ed McKenney stated that the discussion should be centered around the re-zoning and not the proprietor.

RESULT:	DENIED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 2 **Third Reading of Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	Paula Sedgwick, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 3 **Third Reading of Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 4 **Second Reading of Ordinance 20-08, an ordinance amending Title 20, Chapter 1, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 12/8/2020 6:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	David Parsons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 1 **Special event permit for Christmas in Bartlett, Market & Festivities. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, December 11 from 4:00 p.m. to 8:00 p.m. and Saturday, December 12 from 8:00 a.m. to 5:00 p.m. at Freeman Park.
- 2 **Change order for W. J. Freeman Park Project Phase 3. (Shan Criswell, Director of Parks and Recreation)**
Respectfully recommend accepting Change Order #5 from the B & B Specialty Contractors, Inc. to complete the installation of the multipurpose field lighting for W. J. Freeman Park Project Phase 3. The change order will increase the amount of the project \$29,920.52. Funds are available in Account 311.48311.780.51401.
- 3 **Bid for one super cab pickup truck. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lower bid from Lonnie Cobb Ford at a cost of \$29,190.00. Funds are available in Account 510.51400.935.
- 4 **Minimum bond subdivision contract for Walker Farms Phase 2. (John Horne, Assistant Director of Engineering)**
The developer, Regency Homebuilders LLC., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Alderman gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$55,072.75 in City fees. The minimum bond is set at \$251,105.02.
- 5 **Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Twelve items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

NEW BUSINESS**I Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

Director of Finance, Dick Phebus, stated that this reading is to introduce the amendments and to set the public hearing for December 8, 2020. The first amendment is regarding debt affordability on page 8. It would change to 3 percent of the full market value of taxable property. This increases our debt limit to \$343 million. The second item is on page 13, "demonstrated" is changed to "estimated" and the last sentence which allows for more flexibility in placement of debt. The third item is required by the Municipal Rule Making Board which added two material events on pages 14 and 15. The last revision is review of policy. Allows to make changes at any time of year.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

2 Resolution 37-20, a resolution to amend the Fiscal Year 2021 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution is submitted by the Bartlett City Schools for a personnel adjustment to allow for employees to receive a one-time bonus plus benefits. It also provides for a \$350,000 roof replacement to be reimbursed by Shelby County.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Ms. Crawford and Ms. Barlow thanked the Board of Mayor and Alderman for denying the passage of Ordinance 20-05.

ADJOURNMENT

Meeting adjourned at 7:19 PM

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Nov 10, 2020 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2886)

Meeting: 12/08/20 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Penny Medlock

Initiator: Dick Phebus

Sponsors:

DOC ID: 2886

Resolution 36-20, a resolution to amend the Debt Management Policy of the City of Bartlett, Tennessee.

WHEREAS, the City of Bartlett Board of Mayor and Aldermen adopted Resolution 35-11, a Debt Management Policy for the City of Bartlett on December 13, 2011 in compliance with the State Funding Board development of model financial transaction policies for the State of Tennessee, State Agencies, and local governments, and

WHEREAS, the City of Bartlett Debt Management Policy adheres to the four principles for strong financial management in the public sector, to wit: understanding the transaction, explain to citizens what is being considered, avoiding conflicts of interest, and disclosing all costs and risks associated with issuance of debt, and

WHEREAS, the City of Bartlett Debt Management Policy requires amendments from time to time to reflect any changes necessary to provide transparency in debt issuance and disclosures, and

WHEREAS, it is the desire of the Board of Mayor and Aldermen to amend its debt management policy adopted in December 2011 to be in compliance with these changes,

NOW, THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the attached amended Debt Management Policy for the city of Bartlett is adopted and that a copy of said policy shall be forwarded to the State of Tennessee Comptroller's Office Local Government Finance.

Adopted this day of December 8, 2020

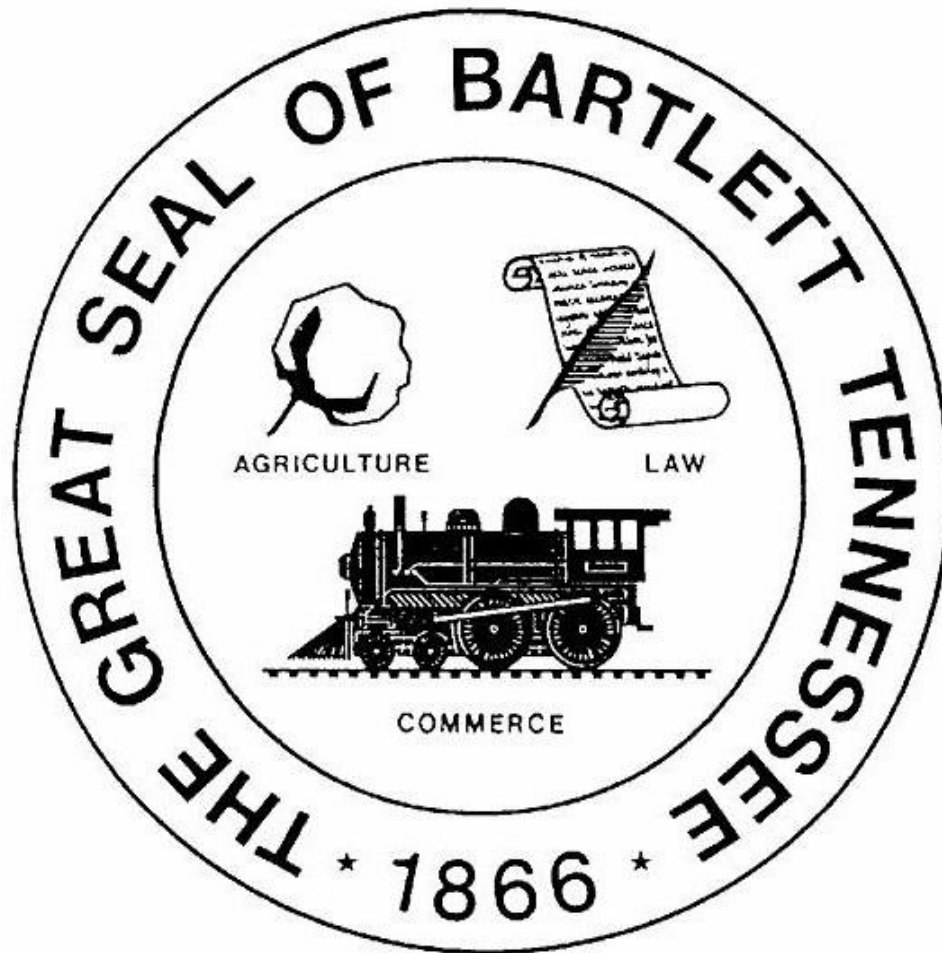
W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

CITY OF BARTLETT, TENNESSEE



Debt Management Policy

Prepared by
Bartlett Finance Department
November 2020

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DEBT POLICY DEVELOPMENT FOR BARTLETT, TENNESSEE

INTRODUCTION

T.C.A. Section 9-21-151(b)(1) authorizes the State Funding Board to develop model finance transaction policies for use by public entities, including municipalities. After a public comment period and public hearing in late 2010, the SFB adopted, on December 15, 2010, its statement on debt management. As a result of that action by the SFB, all public entities incurring or issuing debt in Tennessee shall be required to adopt a debt management policy by January 1, 2012. In assessing the existing lack of debt policies by many local governments and to mitigate the effects of future debt issuance decisions by uninformed legislative bodies, the SFB determined that adopting financial policies can help entities:

- Make better financial decisions;
- Provide clear objectives for staff;
- Demonstrate strong financial management practices to credit rating agencies; and
- Distinguish policy decisions from transaction decisions.

The debt policy adopted by a municipality should address financing needs and the role debt will play in the overall financial management strategy. The policy need only address the particular types of debt that the municipality plans to use. For those municipalities that borrow only through a community financial institution, a federal or state agency loan program or pooled loan programs a simple policy may meet its needs. Other municipalities that routinely go to the municipal capital markets or use debt types featuring interest rate swaps or other derivative type debt instruments will necessarily be required to adopt a more detailed debt policy outlining the funding requirements of their capital programs.

Before adopting a policy, the members of the municipal legislative body should have a basic understanding of public finance. This will allow its members to more fully participate in the public policy discussions regarding its debt issuance. This knowledge will also be beneficial during discussions with internal finance staff as well as outside professionals.

In making its decision to require a debt management policy of public entities, the State Funding Board, using recommendations of the Comptroller of the Treasury, required that any debt policy should contain the following four principles:

- Government body should understand the transaction;
- Explain to the citizens what is being considered;
- Avoid conflicts of interest; and
- Disclose all costs of issuance and associated risks.

There are a couple of definitions that are important in developing and understanding the requirements of the debt management policy. A public Entity is defined as the state, state agency, local government, local government instrumentality, and any board, district instrumentality, or City created by them or any

combination thereof. This is important for municipalities because any of the numerated entities above that are authorized to issue debt of any kind must have its own debt policy.

The second definition is in regard to debt. A debt obligation is defined as bonds, notes, capital leases, loan agreements, or other evidence of lawful indebtedness. In this regard, short-term borrowings such as inter-fund loans and long-term General Obligation Bonds must equally be provided for in the municipality's debt management policy.

The State Funding Board further suggests that any debt policy should address the following items in reasonable detail and should include methods by which the public and all stakeholders are informed about them:

- Any decisions to finance debt, how debt instruments will be structured and sold, and all proposed and actual costs involved in issuing the debt;
- Any extra costs related to issuing debt such as the costs of work performed by professionals;
- The selection process for professionals who provide services related to debt;
- Any conflicts of interest;
- All ongoing debt and related costs;
- All initial and ongoing federal compliance issues such as arbitrage and disclosure issues; and
- The plan for regularly reviewing and amending the policy.

Debt management policies are written guidelines and restrictions that affect the amount and type of debt issued by a state or local government, the issuance process, and the management of a debt portfolio. A debt management policy improves the quality of decisions, provides justification for the structure of debt issuance, identifies policy goals, and demonstrates a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. An effective debt management policy provides guidelines for a government to manage its debt program in line with those resources.

Since the guidelines contained in the Policy require regular updating in order to maintain relevance and to respond to the changes inherent in the capital markets, the City plans to revisit the Policy on an annual or more frequent basis.

MINIMUM REQUIREMENTS OF THE POLICY

According to information provided on the Comptroller's of the Treasury's website, a debt policy must address provisions that cover transparency, use of professionals, potential and apparent conflicts of interest, and specific justification for deferring or back-loading principal and interest payments on long-term notes and bonds.

For all public entities, the policy must require clear disclosure of the terms and life of each debt issue, including principal and interest payments. This disclosure must include a debt service schedule outlining

the rate of retirement for the principal amount and in no case should payment of principal or interest exceed the useful life of any asset financed. It is further recommended that the policy address the maximum total level of debt that the municipality is willing to assume. Popular debt ratios such as debt per capita, debt service as a percentage of revenues or expenditures, and direct debt as a percentage of taxable market value of property may be used to set limits on debt exposure for the municipality. These ratios should be monitored both before additional debt is authorized and periodically reported to the governing body.

The Comptroller recognizes that variable rate debt can be used as a valuable tool by providing flexibility and reducing the overall cost of debt. It is also recognized that variable rate debt may expose the municipality to additional risks during market fluctuations. For this reason, any debt policy should address both the level and type of variable rate debt that the municipality is willing to assume at any time. Additional suggestions include statements on the process for decision-making and issuance of debt, the management and monitoring of any issued debt, and a plan for regular review and revision of the debt policy by local elected officials and staff.

Because of the distinctive nature of each municipality's capital and debt financing needs, there is not a single generic debt policy that might be used interchangeably from one city to another. Therefore a municipality should adopt its own policy designed for its own needs. This requires each municipality to consider both past uses of debt financing and future funding sources for the acquisition and/or construction of capital items including in its capital improvement plan. Decisions about what to include in the debt policy should be done at the local level with finance staff and local elected officials taking responsibility for its formulation and implementation.

The City of Bartlett Finance staff presents the following debt policy for consideration by the Board of Mayor and Aldermen in order to be in compliance with the State Funding Board's directive by January 1, 2012.

BARTLET DEBT MANAGEMENT POLICY

POLICY STATEMENT

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the City of Bartlett, Tennessee (the City). This policy reinforces the commitment of the City and its officials to manage the financial affairs of the City so *as to minimize risks and ensure transparency while still meeting the capital needs of the City*. A debt management policy signals to the public and the rating agencies that the *City is using a disciplined and defined approach to financing capital needs* and fulfills the requirements of the State of Tennessee regarding the adoption of a debt management policy.

In managing its debt, it is the City's policy to:

- Achieve the lowest cost of capital
- Ensure high credit quality
- Assure access to the capital credit markets
- Preserve financial flexibility
- Manage interest rate risk exposure

GOALS AND OBJECTIVES

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing debt. In addition, the Debt Management Policy ("Policy") helps to ensure that financings undertaken by the City satisfy certain clear objective standards which allow the City to protect its financial resources in order to meet its long-term capital needs. The adoption of clear and comprehensive financial policies enhances the internal financial management of the City.

The following objectives of this debt management policy meet the minimum requirements of the *statement on debt management* as adopted by the State Funding Board.

1. Enhance decision process transparency
2. Address hiring outside professionals
3. Address any potential conflict of interest issues
4. Optional considerations regarding debt policies

ISSUANCE PROCESS

The City charter, which was approved by private Act of the Tennessee Legislature as Chapter 55 in 1993, as amended, authorizes the City to issue general obligation bonds and other debt subject to the approval by the Board of Mayor and Aldermen. Additionally, provisions of *the Local Government Public*

Obligations Law, found at T.C.A. 9, Part 21, *Contracts, Leases, and Lease Purchase Agreements*, found at T.C.A. 7, Part 9, other Tennessee State statutes, and the Federal Tax Code may govern the issuance or structure of the City's debt instruments.

As described later in this document, the Finance Director may submit proposed changes to the existing debt policy from time to time when it becomes apparent changes in the current policy are required or desirable. As part of the presentation by the Finance Director on each bond authorizing resolution, there will be a discussion on how the proposed debt is consistent with the current debt management policy. If a conflict exists between the proposed debt issuance and the current policy, the bond resolution must be amended to conform to the policy or be tabled until the full Board of Mayor and Aldermen has amended the existing debt management policy to allow for the exception.

CREDIT OBJECTIVES

The City's debt management activities will be conducted to receive the highest credit ratings possible, consistent with the City's financing objectives. The City will strive to maintain the highest general obligation rating possible given the national economic and municipal bond market conditions at the time of issuance. The City will use the services of at least two of the three national rating agencies when possible. The Finance Director and chief administrative officer will review the city's credit ratings annually and make a presentation to the Board of Mayor and Aldermen explaining the City's current rating and any circumstances that may positively or adversely affect the City's General Obligation credit rating or its ability to obtain necessary debt financing at reasonable market rates. The City may consider the use of credit enhancements on a case-by-case basis, including the use of bond insurance and letters of credit when appropriate.

TRANSPARENCY REQUIREMENTS

The City shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens/members, governing body, and other stakeholders in a timely manner. All notices shall be posted in the customary and required posting locations, including as required local newspapers, bulletin boards, and websites. Additional considerations for transparency of the city's debt policy and issuance of debt include:

1. It is understood that the issuance of debt will require various approvals, and on occasion, written reports provided by the State of Tennessee Comptroller's office, either prior to adoption of resolutions authorizing such debt, prior to issuance and/or following issuance. The City and/or its Financial Advisor and Bond Counsel will ensure compliance with TCA, the IRS Code and all applicable federal and State rules and regulations. Such State compliance will include, but not be limited to, compliance with all legal requirements regarding adequate public notice of all meetings of the City related to consideration and approval of debt.
2. The State Comptroller's Form CT-0253 shall be filed by the City or its Financial Advisor with the state within 45 days of the issuance of any new debt obligations of the city as required by state law.

3. An annual debt report shall be submitted to the city's legislative body by July 1st of each year. The report shall consist of but not be limited to:
 - Budget summary and detailed budget as required by the Comptroller's office
 - Net Debt Calculation (Total Principal outstanding less most recent year respective restricted or committed fund balance for retirement of debt)
 - Other debt ratio calculations as required by this policy

DEBT AFFORDABILITY

The City will seek to limit its total outstanding debt obligations by adopting guidelines which permit and facilitate long-term access to capital while ensuring that financial leveraging decisions do not negatively impact the City's operations. The City shall consider the ability to repay debt as it relates to the total budget resources, the wealth and income of the community and property tax base. The City adopts the following debt affordability ratios as a guide for elected officials and finance staff in the type, structure, and duration of debt instruments necessary to fund the City's capital programs. The City retains the option of using any one or a combination of the listed ratios to consider the ability to repay debt. The following debt affordability ratios do not include debt that is self-supported with a defined revenue stream, such as the city's water and sewer proprietary funds.

1. Total Taxable Value – net debt as a percent of full market value of taxable property within the jurisdiction of the City– measures the debt liability relative to full market value of taxable property. The City will seek to limit its annual net direct general obligation debt obligations to less than 3% of full market value of taxable property.
2. Total Budget Resources – debt service as a percent of operating expenditures. The total annual debt service obligation for long-term G.O. debt (excluding short-term capital outlay notes) will not exceed fifteen (15) percent of the total operating budgets for the General Fund and any Special Revenue Fund for which debt is issued in any given year.
3. Wealth and Income of Community – direct general obligation debt per capita – measures the net debt to population. The City will maintain a direct debt per capita ratio of less than \$2,000.

BOND STRUCTURE

The City shall establish all terms and conditions relating to the issuance of bonds and will invest all bond proceeds pursuant to the terms of the City's Investment Policy. Unless otherwise authorized by the City, the following shall serve as the Policy for determining structure:

1. Term

All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements, and in consideration of the ability of the City to absorb the additional debt service expense within the debt affordability guidelines, but in no event will the term exceed forty (40) years. The Finance Director and the Chief Administrative Officer of the City will make the determination debt term and provide information to the legislative body in regard to life expectancy for the capital project.

2. Capitalized Interest

From time to time certain financings may require the use of capitalized interest from the issuance date until the City has beneficial use and/or occupancy of the financed project. Interest may be capitalized through a period permitted by federal law and State statute if it is determined that doing so is beneficial to the financing by the Finance Director.

3. Debt Service Structure

General Obligation debt issuance shall be planned to achieve relatively net level debt service or level principal amortization considering the City's outstanding debt obligations while matching debt service to the useful life of facilities. The City shall avoid the use of bullet or balloon maturities, absent sinking fund requirements, except in those instances where these maturities serve to make existing overall debt service level or to match a specific income stream.

Debt which is supported by project revenues and is intended to be self-supporting will be structured to achieve level proportional coverage to expected available revenues.

4. Call Provisions

In general, the City's securities will include a call feature no later than ten (10) years from the date of delivery of the bonds. The City will avoid the sale of long-term non-callable bonds absent careful evaluation by the City's Finance Director with respect to the value of the call option.

5. Original Issuance Discount/Premium

Bonds with original issuance discount/premium will be permitted.

6. Structured Products

The determination of the City to consider the use of structured products as a hedge against interest rate risk or a method to lower its cost of borrowing will be made by the Finance director after consulting with the City's Financial Advisor as appropriate. The City will comply with state guidelines and will be able to quantify and understand the potential risks or to achieve fixed and/or variable rate exposure targets. The City will not use structured products for speculative purposes.

TYPES OF DEBT

When the City determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

Security Structure

1. General Obligation Bonds

The City may issue general obligation bonds supported by the full faith and credit of the City. General Obligation bonds shall be used to finance capital projects that do not have independent creditworthiness and significant ongoing revenue streams. The City may also use its General Obligation pledge to support other revenue-supported bond issues, if such support improves the economics of the other bond issue and is used in accordance with these guidelines.

2. Revenue Bonds

The City may issue revenue bonds, where repayment of the debt service obligations of the bonds will be made through revenues generated from specifically designated sources. Revenue bonds will typically be issued for capital projects which can be supported from project or enterprise-related revenues and may include the use of tax increment financing (TIF).

3. **Double-Barreled Bonds**

In addition to a security pledge of all the Water and Sewer System's revenue available to pay debt service, the City may pledge its "full faith and credit" as a secondary pledge for all bonds issued to fund treatment and distribution facilities of the City's water and sewer system.

4. **Capital Leases**

The City may use capital leases to finance projects and equipment when it is determined to be in the best financial interests of the City.

Duration

1. **Long-Term Debt (maturing after 3 years)**

The City may issue long-term debt where it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term borrowing will not be used to finance current operations or normal maintenance. Long-term debt will be structured such that financial obligations do not exceed the expected useful life of the project(s).

- a) *Serial and Term Bonds* may be issued in either fixed or variable rate modes to finance capital infrastructure projects with an expected life of three years or greater.
- b) *Capital Outlay Notes* may be issued to finance capital infrastructure projects and equipment with an expected life of three to seven years.

2. **Short-Term Debt (maturing within three years)**

Short-term borrowing may be utilized for the construction period of a long-term project or for the temporary funding of operational cash flow deficits or anticipated revenues (defined as an assured source with the anticipated amount based on conservative estimates) subject to the following policies:

- a) *Bond Anticipation Notes (BANs)* may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANs shall not mature more than 2 years from the date of issuance. BANs can be rolled in accordance with federal law and State statute. BANs shall mature within 6 months after substantial completion of the financed facility.
- b) *Revenue Anticipation Notes (RANs) and Tax Anticipation Notes (TANs)* shall be issued only to meet cash flow needs consistent with projections by the Finance Director determined by a cash flow analysis of operating revenues and expenditures. Amounts may not exceed 60% of approved appropriations and must be retired no later than June 30 of each year.
- c) *Interfund Loans* may be used from time to time to fund capital projects of a fund rather than financing through a financial institution. The Finance Director must certify to the legislative body that sufficient surplus funds exist in the fund executing the loan. Interfund loans shall only be issued in compliance with state regulations and limitations.

- d) *Other Short-Term Debt*, including commercial paper notes, may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed rate mode. The City will determine and utilize the least costly method for short-term borrowing. The City may issue short-term debt when there is a defined repayment source or amortization of principal.

Interest Rate Modes

Fixed Rate Debt

To maintain a predictable debt service burden, the City shall give preference to debt that carries a fixed interest rate.

Variable Rate Debt

The percentage of net variable rate debt outstanding shall not exceed 20% of the City's total outstanding debt and will take into consideration the amount and investment strategy of the City's operating cash.

USE OF SYNTHETIC DEBT

At this time, the City chooses not to use derivate or other exotic financial structures in the management of the City's debt portfolio. Prior to any proposed use of such, a review of the conditions for entering into such agreements required under the State Funding Board's guidelines will be performed by the Finance Director and a draft derivative policy shall be presented for review and approval by the City legislative body.

REFINANCING OUTSTANDING DEBT

The Finance Director with assistance from the City's Chief Administrative Officer shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The Finance Director, with assistance of the Financial Advisor, will conduct an analysis of all refunding candidates at least annually to identify potential refunding candidates from all outstanding bond maturities. The Finance Director will consider the following issues when analyzing possible refunding opportunities:

1. Debt Service Savings

Absent other compelling considerations such as the opportunity to eliminate onerous or restrictive covenants contained in existing debt documents, the Finance Director will establish a minimum net present value savings threshold of 5.0% of the advanced refunded bond principal amount. Net present value savings shall equal to at least one and one half (1.5) times the cost of issuance associated with the financing. If net present value savings is less than 5.0%, the Finance Director may consider other reasons for refinancing the debt. Current refunding opportunities will be considered by the Finance Director if the refunding generates positive net present value savings. All plans for current or advance refunding of debt must be in compliance with state laws and regulations.

2. Restructuring for economic purposes

The City will refund debt when it is in the best financial interest of the City to do so. Such refunding may be limited to restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

3. Term of Refunding Issues

The City will refund bonds within the term of the originally issued debt. However, the Finance director may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The Finance director may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

4. Escrow Structuring

The City shall structure refunding escrows using permitted securities deemed to be prudent under the circumstances and will endeavor to utilize the least costly securities unless considerations of risk, reliability and convenience dictate otherwise. Preference will be given to State and Local Government Obligations (SLGS) issued by the U.S. Treasury. In the case of open market securities, a certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process, that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the City from its own account.

5. Arbitrage

The City shall take all necessary steps to optimize escrows in its refunding subject to the City's investment policies. Any positive arbitrage will be rebated as necessary according to Federal guidelines.

METHODS OF ISSUANCE

The City or its designee will determine the method of issuance on a case-by-case basis in accordance with the provisions of Title 9, Chapter 21, Tennessee Code Annotated, codified as "The Local Government Public Obligations Law".

1. Competitive Sale

In a competitive sale, the City's bonds shall be awarded to the bidder providing the lowest true interest cost (TIC) as long as the bid adheres to the requirements set forth in the official notice of sale.

2. Negotiated Sale

While the City prefers the use of a competitive process, the City recognizes that some securities are best sold through negotiation. In a negotiated sale, the underwriter(s) will be chosen through an RFP process or negotiations with pooled programs prior to the sale. The factors to be considered by the City shall include the following:

- a. State prohibitions against negotiated sales,

- b. A structure which may require a strong pre-marketing effort,
- c. Size of the issue which may limit the number of potential bidders,
- d. Market volatility is such that the City would be better served by flexibility in timing a sale,
- e. Whether the Bonds are issued as variable rate demand obligations.

3. Private or Direct Placement

From time to time the City may elect to issue its debt through a private or direct placement. Such placement shall only be considered if this method is estimated to result in a cost savings to the City relative to other methods of debt issuance and in accordance with state law. The City may also wish to issue debt through a private or direct placement to be able to lock-in favorable rates in a timely manner, implement a short-term borrowing program, or if it is determined to be a more efficient strategy and costs are estimated to be about the same as other methods of issuance.

UNDERWRITER SELECTION (NEGOCIATED TRANSACTION)

As noted earlier, it is the intent of the City to issue bonds through a competitive bid process rather than through a negotiated sale using the services of an Underwriter. However, if an underwriter is used for a debt issue, the City shall require the Underwriter to clearly identify itself in writing (*e.g., in a response to a request for proposals or in promotional materials provided to an issuer*) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the City with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction and that it has financial and other interests that differ from those of the City. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the City Finance Director in advance of the pricing of the debt.

CONSULTANTS AND OTHER PROFESSIONALS

The City shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.

- Counsel: The City shall enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction. *No engagement letter is required for any lawyer who is an employee of the City or any lawyer or law firm which is under a general appointment or contract to serve as counsel to the City and not serving as bond counsel for the transaction.*
- Financial Advisor: The City shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. The City will adjust this policy as required to comply with the provisions of the Municipal Securities Rulemaking Board Rule G-23 (Activities of Financial Advisors) as it applies to securities, including exceptions to the prohibition.
- Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid, privately place or underwrite an issue for which they are or have been providing advisory services.

- **Paying Agents:** Services and costs for paying agent fees for each debt obligation shall be determined based on a Request for Proposal from qualified agents. Consideration will be given to the lowest and best bid received for these services.

CONFLICTS OF INTEREST

Professionals involved in a debt transaction hired or compensated by the City shall be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the City to appreciate the significance of the relationships.

Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

DISCLOSURE REQUIREMENTS

The City will provide annual financial and economic information to all Nationally Recognized Municipal Information Repositories (NRMSIRs) designated by the SEC and the State Information Depository (SID) if established within the State of Tennessee. The City will file through the Electronic Municipal Market Access (EMMA) Dataport of the Municipal Securities Rulemaking Board (MSRB) its annual financial information within twelve months after the end of the City's fiscal year and will provide notice of the occurrence of any of the following material events in compliance with Rule 15c2-12 of the Securities Exchange Act of 1934:

- Principal and interest payment delinquencies
- Nonpayment-related defaults
- Unscheduled draws on bond-related reserves
- Unscheduled draws on credit enhancements
- Substitution of credit or liquidity providers or the failure of performance on the part of a liquidity provider
- Adverse tax opinions or events affecting the tax-exempt status of any bonds
- Modifications to rights of bond holders
- Bond calls
- Tender offers
- Defeasances, release, substitution, or sale of property securing repayment of securities
- Bankruptcy, insolvency, receivership or similar event
- Rating changes
- Merger, consolidation, or acquisition, in material; and appointment of a successor or additional trustee, or the change of name of a trustee, and
- Notices of failures to provide annual financial information on or before the date specified in the written agreement

- Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligated person, any of which reflect financial difficulties.

The City will maintain a system of record keeping and reporting which complies with the arbitrage rebate compliance requirements of the federal tax code.

DEBT POLICY REVIEW

The debt policy guidelines outlined herein are only intended to provide general direction regarding the future use and execution of debt instruments. The City maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt issuance achieves the overall goals of the City.

This policy will be reviewed by the Finance Director prior to the budget process annually. This policy may be reviewed or amended at other times during the year depending upon debt issuance and circumstances as determined by the Finance Director. The Finance Director will have responsibility to draft any recommendations for amendments, deletions, additions, improvements or clarification and submit to the Board of Mayor and Aldermen to allow for adequate consideration of any amendments prior to the first board meeting at which such amendments will be considered. The draft policy shall be presented in two (2) public meetings, the first to include a presentation by the Finance Director as to the rationale for each section of the proposed policy and the second to hear public comment on the proposed policy. Revisions to this policy must first be approved by the City of Bartlett Board of Mayor and Aldermen. Upon approval, the Finance Director shall forward a copy to the Office of State and Local Finance within 30 days or prior to the issuance of any new debt instruments, whichever comes first.

ADOPTION OF THE POLICY

A public hearing on the amendments to the Policy was held on the following date: December 8, 2020.

The Board of Mayor and Aldermen adopted this policy on December 8, 2020, effective December 8, 2020.

W.C. (Bubba) Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2866)

Meeting: 12/08/20 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 2866

Ordinance 20-08, an ordinance amending Title 20, Chapter 1, Section 20-101, Air Pollution Control Code, of the Code of Ordinances of the City of Bartlett, Tennessee.

WHEREAS, the operation of a local air pollution control program by the Shelby County Health Department, which was established in the Shelby County Air Code ("County Air Code"), adopted on June 30, 1969 by the then Shelby County Quarterly Court, as amended, and as adopted by the Board of Mayor and Aldermen of the City of Bartlett on April 22, 2003, has served to protect the air quality in the City of Bartlett and efficiently meet the needs of those regulated by air pollution control laws to the present; and

WHEREAS, in order to maintain the Certificate of Exemption from State of Tennessee ("State") supervision granted by the Tennessee Air Pollution Control Board, it is necessary to adopt regulations no less stringent than State standards; and

WHEREAS, Tennessee Code Annotated, Section 68-201-115(a) provides that any municipality or county may adopt an Ordinance or Resolution which incorporates by reference any federal or state regulations when such regulations are properly identified as to date and source, and when at least three (3) copies of such regulations are filed in the office of the county clerk for public use, inspection and examination for a period of thirty (30) days before adoption of the Ordinance or Resolution incorporating regulations by reference; and

WHEREAS, Shelby County Health Department has caused to be published on October 24, 2018, in a newspaper having general circulation in Shelby County, Tennessee, notice of the availability for public use, inspection, and examination at the office of the Shelby County Clerk three (3) copies of the State regulations to be incorporated by reference and has filed three (3) copies of such State regulations in the office of the Shelby County Clerk more than thirty (30) days before the adoption of this Ordinance which incorporates such regulations by reference; and

WHEREAS, the Bartlett City Clerk has caused to be published, in a newspaper having a general circulation in Shelby County, Tennessee, a copy of this Ordinance at least thirty (30) days before the adoption of this Ordinance; and

WHEREAS, it is the intent of the City of Bartlett to qualify for receipt of federal funds available for air pollution control programs and to that end, this Ordinance shall be construed to give the authority to so qualify and maintain such qualification; and

WHEREAS, maintaining up-to-date technical standards promulgated by the Tennessee Department of Environment and Conservation for the control of air pollution prevents the need for State Control of Shelby County air pollution sources subject to these controls,

specifically certain provisions found in State Rules and Regulations Chapter 1200-03, as effective on December 5, 2018; and

WHEREAS, the Board of Mayor and Aldermen for the City of Bartlett, Tennessee wishes to amend Title 20, Chapter 1, Section 20-101, of the Code of Ordinances of the City of Bartlett, to incorporate therein by reference specific sections of the State Rules and Regulations, as effective on December 5, 2018.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE that Title 20, Chapter 1, Section 20-101, Words and phrases substituted in state regulations adopted by reference, shall be amended as follows:

SECTION 1. That Section 20-101, formerly Subsection 05(1), of the Code of Ordinances of the City of Bartlett, Words and phrases substituted in state regulations adopted by reference, be amended to add a new subsection (j) to read as follows:

20-1-101(j). That Rules and Regulations of Tennessee Chapter 1200-03-02 titled Definitions; Chapter 1200-03-03 titled Ambient Air Quality Regulations; Chapter 1200-03-05 titled Visible Emission Regulations; Chapter 1200-03-06 titled Nonprocess Emission Standards; Chapter 1200-03-07 titled Process Emissions Standards; Chapter 1200-03-09 titled Construction and Operating Permits; Chapter 1200-03-10 titled Required Sampling, Recording and Reporting; Chapter 1200-3-11 titled Hazardous Air Contaminants; Chapter 1200-03-12 titled Methods of Sampling and Analysis; Chapter 1200-03-14 titled Control of Sulfur Dioxide Emissions; Chapter 1200-03-15 titled Emergency Episode Plan; Chapter 1200-03-15 titled Emergency Episode Plan; Chapter 1200-03-16 titled New Source Performance Standards; Chapter 1200-03-18 titled Volatile Organic Compounds; Chapter 1200-03-20 titled Limits on Emissions due to Malfunctions, Startups and Shutdowns; Chapter 1200-03-

21 titled General Alternate Emission Standards; Chapter 1200-3-22 titled Lead Emission Standards; Chapter 1200-03-24 titled Good Engineering Practices Stack Height Regulations; Chapter 1200-03-25 titled Standards for Infectious Waste Incinerators; Chapter 1200-03-30 titled Acid Precipitation Standard; Chapter 1200-03-31 titled National Emission Standards for Hazardous Air Pollutants for Source Categories; Chapter 1200-03-32 titled Prevention of Accidental Releases; Chapter 1200-03-34 titled Conformity, are incorporated herein by reference as if set out in their entirety and shall be approved as requirements of this jurisdiction upon adoption by the Board of Mayor and Aldermen. Section nomenclature for these regulations is identified in accordance with the table located in Section 2 of this ordinance. (Ord. #03-06, April 22, 2003).

SECTION 2. That the State Rules and Regulations that had previously been adopted by reference in to the Bartlett Air Pollution Control Code and are referenced in the second column of this table are deleted and substituted instead with the State Rules and Regulations, effective as of December 5, 2018, that are adopted by this Ordinance and described in the fourth column of this table:

Bartlett Air Pollution Control Code Section	Previously adopted State Rules and Regulations to be deleted in Bartlett Air Pollution Control Code		State Rules and Regulations Effective as of December 5, 2018 and substituted in Bartlett Air Pollution Control Code Section

05(102)	I200-3-2	Definitions	I200-03-02
05(103)	I200-3-3	Ambient Air Quality Standards	I200-03-03
	I200-3-5	Visible Emission Regulations	I200-03-05
05(106)	I200-3-6	Non-Process Emission Standards	I200-03-06
05(107)	I200-3-7	Process Emission Standards	I200-03-07
05(109)	I200-3-9	Construction and Operating Permits	I200-03-09
05(110)	I200-3-10	Required Sampling, Recording and Reporting	I200-03-10
05(111)	I200-3-11	Hazardous Air Contaminants	I200-03-11
05(112)	I200-3-12	Methods of Sampling and Analysis	I200-03-12
05(114)	I200-3-14	Control of Sulfur Dioxide Emissions	I200-03-14
05(115)	I200-3-15	Emergency Episode Plan	I200-03-15
05(116)	I200-3-16	New Source Performance Standards	I200-03-16
05(118)	I200-3-18	Volatile Organic Compounds	I200-03-18
Bartlett Air Pollution Control Code Section	Previously adopted State Rules and Regulations to be deleted in Bartlett Air Pollution Control Code		State Rules and Regulations Effective as of December 5, 2018 and substituted in Bartlett Air Pollution Control Code Section
05(120)	I200-3-20	Limits on Emissions Malfunctions, Startups & Shutdowns	I200-03-20
05(121)	I200-3-21	General Alternate Emission Standards	I200-03-21
05(122)	I200-3-22	Lead Emissions Standards	I200-03-22
05(124)	I200-3-24	Good Engineering Practice Stack Height Regulations	I200-03-24
05(125)	I200-3-25	Standards for Infectious Waste Incinerators	I200-03-25
05(130)	I200-3-30	Acid Precipitation Control	I200-03-30
05(131)	I200-3-31	Case by Case Determinations	I200-0 :31

		of Hazardous Air Pollutant Control Requirements	
05(132)	1200-3-32	Prevention of Accidental Releases	1200-03-32
05(134)	1200-3-34	Conformity	1200-03-34

(Ord. #03-06, April 22, 2003).

SECTION 3. Severability

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

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

First Reading: October 27, 2020
 Second Reading: November 10 2020
 Third Reading: December 8, 2020

 W. C. Pleasant Register to the Board
 of Mayor and Aldermen

 A. Keith McDonald
 Mayor

ATTEST: _____
 Penny Medlock
 City Clerk

HISTORY:

10/27/20 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
 Next: 11/10/20

Chief Administrative Officer, Mark Brown, explained that the State of Tennessee had amended the Air Quality Ordinance. Rules and regulations state that local ordinance can be no less stringent than the State. This ordinance reflects those changes and brings City into compliance.

11/10/20 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
 Next: 12/08/20



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/08/20 06:00 PM
Department: Public Works
Category: Bid
Prepared By: Jessica Vaughan
Department Head: Mike Adams

Bid for day cab tractor.

On September 29, 2020 an ad was placed in *The Daily News*. On October 15, 2020, the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Crows Truck Service	\$124,316.00 (Western Star 4700 PRL323T)
Dobbs Peterbilt	\$129,032.00 (2021 Peterbilt 567)
Summit Truck Group	\$111,022.50 (International HV 613 SBA)
Tag Truck Center	\$110,172.89 (Freightliner M2112)
Tristate Truck Center	\$118,277.71 (Mack P164T)

We recommend the bid be awarded to Tag Truck Center for a total cost of \$110,172.89.

Funds are available in Account 122.48122.935.

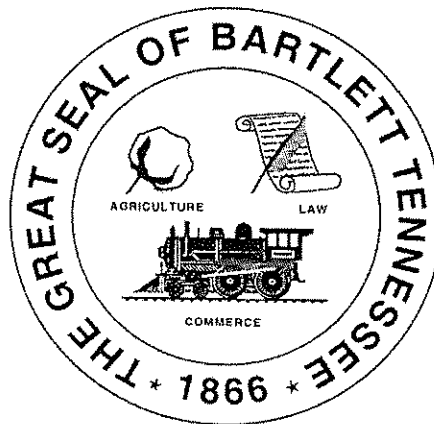
Thank you for your consideration.

COPY 1

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Michael J. Adams, Public Works Director



REQUEST FOR SEALED BIDS

SB # FY2021-09-009

DUE: Thursday, October 15, 2020, no later than 2:00 p.m. (CST)

DAY CAB TRACTOR

PUBLIC WORKS - FLEET

The City of Bartlett Public Works - Fleet is seeking to purchase one (1) new and unused, 2020-2021, Day Cab Tractor, 52,000 GVWR as per the written specifications.

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, October 15, 2020**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2021-09-009 "DAY CAB TRACTOR"** and addressed as follows:

**MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or email dcairncross@cityofbartlett.org

Please quote prices on attached bid sheet.

We propose to furnish the item(s) listed on 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.

TAG TRUCK CENTER
 NAME OF FIRM

CARL.MIZE@TNTXTRUCK.COM
 EMAIL

4450 AMERICAN WAY
 ADDRESS MEMPHIS, TN. 38118

901-345-5633
 PHONE

Carl Mize
 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

CARL MIZE
 PRINT NAME

10/13/2020
 DATE

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for one **(1) new and unused, 2020-2021 Day Cab Tractor, 52,000 GVWR** as per the written specifications. **Note: Tractor will be used to tow a walking floor transport trailer to garbage dump.** The awarded supplier will be required to deliver the vehicle to the City of Bartlett Fleet Services located at 3583 Altruria Road, Bartlett, TN 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. 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 check list, along with the signed pricing sheet, the signed and notarized Public Acts 109 form (page 12) and a current year, signed W9 form. **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. All prices are to be firm for 180 days from bid due date.
4. The City reserves the right to reject any and all bids.
5. The bid shall state the manufacturer's warranty, along with owner's manuals.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

DETAILED SPECIFICATIONS

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

(1 required) new and unused, current year DAY CAB TRACTOR, Specifying M2 112 Model, Conventional Chassis

Note: Tractor will be used to tow a Walking Floor Trailer to garbage dump.

DESCRIPTION

COMPLIANCE ANSWER

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
--	------------	-----------	--------------

GVWR - 52,000 Minimum

✓		
---	--	--

GVCW - 80,000 Minimum

✓		
---	--	--

Engine

Type - DD13 12.8L or equal

✓		
---	--	--

Horsepower Rating - 450 HP @ 1625 RPM

✓		
---	--	--

Torque rating - 1500 lb. /ft. @ 975 RPM

✓		
---	--	--

NOTE: Shall meet 2016 on-board diagnostic, 2010 EPA/carb emission certifications

✓		
---	--	--

Fuel Tank

Fuel Tank - Diesel

✓		
---	--	--

Capacity – Fifty (50) gallon minimum

✓		
---	--	--

Tank Type - Aluminum, to be located on left hand side of truck

✓		
---	--	--

Fuel Filter/Water Separator

✓		
---	--	--

Fuel System - Auxiliary Fuel Cooler

✓		
---	--	--

Diesel Exhaust Fluid Tank – Minimum Six (6) gallon minimum, to be mounted on left side of truck

✓		
---	--	--


 Initials

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

DESCRIPTION
COMPLIANCE ANSWER
YES NO OFFER
Engine Equipment (Shall meet 2010 EPA/Carb Emission Certifications)

Air Cleaner - Side of Hood air intake provided with
 firewall mounted Donaldson air cleaner

✓

Coolant Filter - Spin on Type

✓

Oil Filter - Single Disposable Type

✓

Oil Cooler - External Engine Block

✓

Drain Plug - Magnetic Type

✓

Cooling System - HD System as recommended and furnished
 by manufacturer to properly cool engine and transmission

✓

Hoses – Silicone

EXCEED - GATES BLUE STRIPE

Exhaust System - Left hand, outbound frame mounted vertical
 after treatment system assembly with top-sack

✓

Alarm System - Engine warning and shutdown system, 3-function
 (low oil pressure, high water temperature, low coolant level)

✓

Drivelines

Drivelines & U-Joints - As recommended and supplied by
 manufacturer to handle torque produced by engine and
 transmission

✓

Front Axle and Equipment

Axle Capacity – 12,000 lbs.

✓

Steering - Hydraulic Power

✓

Shocks - Double Acting, Telescopic

✓

Wheel seals - Manufacturer's Standard

✓

Springs - 12,000 lbs. capacity

✓

CM
 Initials

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Tandem Rear Axle and Equipment			
Axle Capacity- 40,000 lbs.	✓	_____	_____
Axle Type - Tuftrac 40,000 rear spring suspension	✓	_____	_____
Air operated power divider lock	✓	_____	_____
Axle Ratio – 4.11	✓	_____	_____
Magnetic Plugs - Magnetic drain and fill plugs	✓	_____	_____
Wheel Seals - Manufacturer's Standard	✓	_____	_____
Rear Shock Absorbers	✓	_____	_____
Transmission			
Type – Allison 4500 RDS	✓	_____	_____
Make - PTO provision	✓	_____	_____
Fluid - Synthetic	✓	_____	_____
PTO - Direct mount pump with over speed control on PTO	✓	_____	_____
PTO cancels at 5 MPH	✓	_____	_____
Brakes			
Type - Full air "S" Cam type with an anti-compounding valve	✓	_____	_____
Front - 16.5X5 Q+	✓	_____	_____
Rear - 16 ½" x 8.62" Q+	✓	_____	_____
Note: Rear brake drum shall be out bound drums			
Air Compressor - 19.0 C.F.M. with internal safety valve	✓	_____	_____
Parking – Spring-set type on rear axle, dash mounted control and buzzer	✓	_____	_____
Air Dryer - Meritor Wabco 1200SS (Part number R955205) or equal	✓	_____	_____
ABS System - Wabco 4S/4M	✓	_____	_____
Adjustment - Automatic slack adjuster's front and rear	✓	_____	_____
Manual Drain - Lanyard type drain on ALL air tanks	✓	_____	_____

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)


 Initials

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Tires and Wheels			
Front Tires - 11 R x 22.5 H Tubeless Radial Goodyear "G" 6621HSA	☒	☐	☐
Rear Tires - G182 RSD 11R 22.5 14 Ply radial	☒	☐	☐
Wheels - Front and Rear Accuride 28828 22.5 x 8.25, 10 Hub pilot 2-hand HD steel disc	☒	☐	☐
Fifth Wheel - JSK36 series 24.0" air slider with 2" slide increments	☒	☐	☐
Electric System			
Starter - 12 Volt systems	☒	☐	☐
Alternator - DR 12 Volt 200 Amp Minimum, 28-SI Quadramount Pad	☒	☐	☐
Battery - Three (3) 12-volt maintenance free 3375 CCA	☒	☐	☐
Battery Box - Frame mounted, left hand side with externally mounted jump posts to allow jump starting without removal of battery box top	☒	☐	☐
Positive load disconnect with cab mounted control switch mounted outboard driver seat	☒	☐	☐
Cab			
Seats - Air ride driver's seat; basic high back non suspension passenger seat	☒	☐	☐
Seat Belts - Two (2) sets	☒	☐	☐
Paint - Manufacturer's Standard Pure White	☒	☐	☐
Cab Trim - Manufacturer's Standard Cab Trim	☒	☐	☐
Hood - Forward Tilting Type	☒	☐	☐

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)



DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Cab (continued)			
Gauges Required			
Speedometer	✓	_____	_____
Tachometer	✓	_____	_____
Fuel	✓	_____	_____
Oil Pressure	✓	_____	_____
Coolant Temperature	✓	_____	_____
Amp-meter (or Volt-meter)	✓	_____	_____
Air Pressure	✓	_____	_____
Transmission Temperature	✓	_____	_____
DEF fluid	✓	_____	_____
Turn Signals - Standard front turn signal lamps with self-canceling switch	✓	_____	_____
Brake and Back-up Lights – LED, grommet mounted for shock resistant Note: no exceptions	✓	_____	_____
Steering Wheel –with cruise control, adjustable tilt and telescoping steering column Note: Minimum 18"	✓	_____	_____
Mirrors - Dual West Coast type with 8" convex mirrors, heater with left and right hand remote	✓	_____	_____
Windshield Wipers - single electric windshield wiper motor with delay	✓	_____	_____
Glass – Tinted Driver, Passenger and Rear window glass	✓	_____	_____
Lights – Must meet all State and Federal Guidelines	✓	_____	_____
Air Conditioner – Heat, Defrost and Air Conditioner with recirculation switch	✓	_____	_____
Horns – Dual electric 26" rectangular air horns, roof mounted	✓	_____	_____


 Initials

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
<u>Accessories/Other Equipment</u>			
Dual inside sun visors	✓	_____	_____
Arm rests on door panels	✓	_____	_____
Dual outside grab handles	✓	_____	_____
Twelve (12) volt power supply in dash	✓	_____	_____
AM-FM Radio, MP3 player, Bluetooth, iPod interface, USB and and auxiliary audio input jack	✓	_____	_____
Keys – Three (3) exact same for door locks and ignition switch	✓	_____	_____
Back-up Alarm	✓	_____	_____
Block Heater	✓	_____	_____
Wet Kit for Hydraulics	✓	_____	_____
Bumper – three-piece 14” steel center bumper with flexible plastic ends	✓	_____	_____
Tow Hooks – Two (2) front, frame mounted	✓	_____	_____
Cab Steps – Non-slip, both sides of cab	✓	_____	_____
120” tandem Truck Fender	✓	_____	_____
<u>Alternate</u>			
Available Optional Automatic Transmission – Allison 4500 RDS with PTO Provision (See Bid Pricing Sheet)	✗	_____	_____

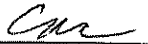
OWNERS MANUALS

Furnish ALL manuals – DVD format preferred however book format is acceptable

Service/Repair Manual

Parts Manual

Operators Manual


 Initials

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

Warranty

Specify ALL warranties:

Engine: 2 YRS / UNLIMITED ON ENGINE & INJECTORS - 5 YRS / 500K MILES ON MAJOR COMPONENTS

Transmission: 3 YRS / UNLIMITED MILES

Truck/Body: 1 YR / 100,000 MILES ON CHASSIS

ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.

ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS

DELIVERY - Must be delivered to:

City of Bartlett - Fleet Services

3583 Altruria Rd.

Bartlett, TN 38135

End of Specifications

CM
 Initials

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)

DAY CAB TRACTOR
 Sealed Bid: FY2021-09-009
 Due Date: October 15, 2020

PUBLIC ACTS 109
(Iran Divestment Act)

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

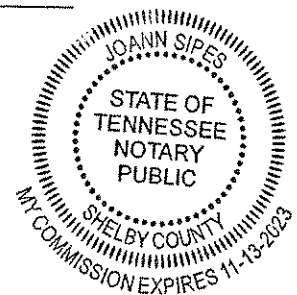
Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name CARL MIZE
 Signed Carl Mize
 Title ACCOUNT MANAGER

Subscribed and sworn before me this 13 day of Oct, 2020.

Signed JoAnn Sipes Print Name JoAnn Sipes
 Title Sales Admin

My commission expires: 11/13/2023, 2023.



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

Attachment: Day Cab Tractor Specs 11-10-20 (2878 : Day Cab Tractor)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/08/20 06:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Mike Adams

Bid for automated side load refuse collection truck.

On September 29, 2020 an ad was placed in *The Daily News*. On October 15, 2020 the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Environmental Products Group	\$274,998.00 (Labrie Automizer Right Hand)
Dobbs Peterbuilt #1	\$263,037.00 (2021 Model 520 w/PACCAR Px-9)
Dobbs Peterbuilt #2	\$272,512.00 (2021 Model 520 w/PACCAR Px-9)
Sansom	\$262,772.00 (2022 Peterbuilt w/sidewinder XTR)
Summit Truck Group	\$299,891.00 (*see bid notes)

We recommend the bid be awarded to Sansom for a total price of \$262,772.00.

Funds are available in Account 122.48122.935.

Thank you for your consideration.



QUOTE # SECQ23

DATE Oct 14, 20

SOURCEWELL CUSTOMER ID #

SOURCEWELL CONTRACT #

To: Steve Massey
City of Bartlett
6400 Stage Rd
Bartlett, TN 38134
United States

Sales Contact: Danny Paladino
615-856-0534
danny@secequip.com

(901) 385-5570
smassey@cityofbartlett.org

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
	Customer Location		Net Delivery

QTY	DESCRIPTION
1	2022 Peterbilt with New Way Automated Side Loader Ready to roll unit
1	Shovel holder / hydraulic shutdown / axis light included
1	Freight

This quote does not include any federal, state, or local taxes.

* In stock equipment are subject to prior sale. *

Please contact me if I can be of further assistance.

TOTAL \$262,772.0

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

SIDEWINDER XTRTM

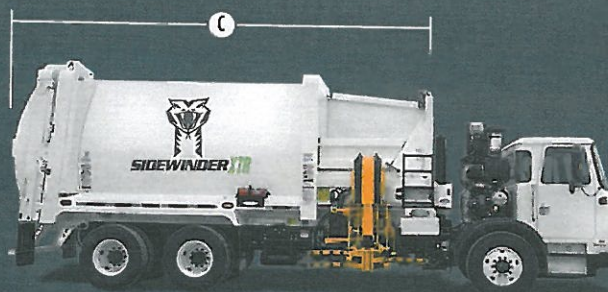
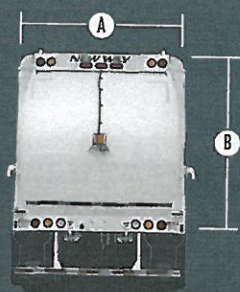
S E R I E S



TRACTION IN ANY ENVIRONMENT

With the New Way Sidewinder XTRTM Automated Side Loader, efficiency is always at your side. Enjoy smooth one-operator convenience and a faster compaction rate than any other side loader on the market. Combine the strongest frame-mounted arm in the industry—boasting a 12-foot reach—with the convenience of automated loading and the ability to maneuver in tight spaces and you have an agile, ultra-tough, overbuilt loader.

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)



GENERAL SPECIFICATIONS

Model	22	24	29	31
Body Capacity	22 yd ³	24 yd ³	29 yd ³	31 yd ³
Body Width (A)	96"	96"	96"	96"
Body Height (B)	108"	108"	108"	108"
Body Length (C)	237"	247"	286"	297"
†Raised Tailgate Height	213"	213"	213"	213"
†Body Height (Raised)	195"	195"	229"	229"

MINIMUM CHASSIS SPECIFICATIONS

Model	22	24	29	31
*Minimum GVWR	46,000 lbs	46,000 lbs	64,000 lbs	64,000 lbs
Usable C/T Requirement	160"	160"	197"	197"

PACKER SPECIFICATIONS

Hopper Capacity	6 yd ³
Packer Swept Volume	2 yd ³
Packer Cycle Time	21 secs.
Ram Penetration	8.5"
Ram Compaction Force	75,000 lbs @ 3,000 psi

ARM SPECIFICATIONS

Arm Extension	144"
Arm Lifting Capacity	1000 lbs
Horizontal Mast Bearings	6
Arm Cycle Time	6-8 secs.

BODY CONSTRUCTION

Roof	10 gauge	80K
Sides	1/4"	AR450
Packer Panel	1/4"	AR450
Body Floor	1/4"	AR450
Tailgate Back	1/4"	AR450
Tailgate Sides	10 gauge	80K
Hopper Floor/Sides	1/4"	AR450
Ram Guide	3/8" x 3"	AR400 wear strips top 1/4" sides

HYDRAULIC SYSTEM

Oil Reservoir	70 gal
Oil Flow Rate	
Body	20 gpm @ 750 RPM
Arm	18 gpm @ 750 RPM
Body Operating Pressure	
22-24 yd ³ units	2500 psi
29-31 yd ³ units	3000 psi
Arm Operating Pressure	2000 psi
Hoses	4 to-1 burst
Return Filters	Dual in-tank 10 micron absolute

HYDRAULIC CYLINDER SPECIFICATIONS

Tailgate Cylinders	3" x 30" x 2"
Pack Panel Cylinders	4" x 43" x 2.5"
Gripper Cylinder	1.5" x 5" x 1"
Vertical Lift Cylinder	3" x 16" x 2"
Body Hoist Cylinder	
29-31 yd ³	6.5" x 180" 4-Stage
22-24 yd ³	6.5" x 150" 4-Stage
Horizontal Mast Cylinder	2" x 54" x 1.25"
Hopper Cover Cylinder	2" x 18" x 1.25"

STANDARD EQUIPMENT

- Pack-on-the-Go
- Twin 14.5" x 7" clean out doors
- Chrome cylinder rods w/scrapers
- Interlocked side access hopper door
- Nitro carbonite single-hoist cylinder
- Sight gauge on reservoir tank
- Tailgate ajar alarm
- Intron elite productive paint
- High-grade hydraulic fluid
- Dual camera system
- Reinforced frame-mounted arm
- In-line heavy duty grippers
- Sealed roller bearings on packer follower panels
- Ergonomic in-cab control panel and joystick
- Smooth body sidewall design
- Positive automatic tailgate lock
- Back-up alarm
- Body ajar alarm
- Hour meter
- *Arm stowed" indicator
- LED lights
- ANSI Z245.1-2017 compliant
- Multi-cycle packer
- Home position arm lock
- Fold-up valve door

OPTIONAL EQUIPMENT

- Hydraulic hopper cover
- 300 gallon gripper
- Camera options
- Additional arm controls
- Hopper ladder
- Broom/shovel racks
- Arm cycle counter
- CNG powered
- West Coast/Lightweight model also available (1,500 lbs reduction)
- Choice of control systems:
 - Air over hydraulic controls
 - CAN bus controls for in-cab diagnostics
- In-cab adjustable gripper pressure
- Also available in 18, 20 and 33 yd models

† As measured from top of truck frame.

*Any Chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted.
(Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

AUTHORIZED NEW WAY DEALER



Sourcewell

Awarded Contract
Contract # 112017.NW/T

NEW WAY Driving The Difference

a quality product of **McLaughlin** FAMILY COMPANIES 800.831.1858 • www.newwaytrucks.com

Packet Pg. 47

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
Sealed Bid FY2021-09-010
Due Date: October 15, 2020

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Sealed Bids are to be received no later than **2:00 P.M. on Thursday, October 15, 2020**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2021-09-010 AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK"** and addressed as follows:

MAYOR A. KEITH MCDONALD
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

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Please quote prices on attached bid sheet.

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

Sansom Equipment Co.
NAME OF FIRM

31961 Highway 231 N
Shelbyville TN 37160
ADDRESS


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

10-14-2020
DATE

danny@secequip.com
EMAIL

615-856-0534
PHONE

Danny Paladino
PRINT NAME

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
Sealed Bid FY2021-09-010
Due Date: October 15, 2020

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for a new and unused **2020-2021 18 66,000 GCW Automated Side Loader Refuse Collection Truck with Right Hand Steer**. The awarded supplier will be required to deliver the tractor F.O.B. to the City of Bartlett Fleet Services at 3583 Altruria Road, Bartlett, TN. 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

DETAILED SPECIFICATIONS

Include one original and two copies with bid pricing sheet)

One (1) Required: 66,000 GCW Automated Side Loader Refuse Collection Truck Body

DESCRIPTION

COMPLIANCE ANSWER YES NO OFFER

General

Refuse body will have a capacity of 31 cubic yards

Yes _____

Packer body capable of packing 950 pounds per cubic yard of dry household trash

Yes _____

Hopper shall have a minimum capacity of 6 cubic yards

Yes _____

Packer must meet all applicable standards

Yes _____

Body Construction (minimums)

Body shall be all welded construction

Yes _____

Body wall thickness is 10 gauge steel, Hardox 450, 174,000 psi strength

Yes _____

Body roof thickness is 10 gauge steel, 80,000 psi

Yes _____

Body floor is 7 gauge steel, AR 235, 70,000 psi

Yes _____

Sides, front and rear to be reinforced for strength requirements

Reinforcement design and characteristics dependent upon construction methods used, but they must be certified to meet the specified compacting requirements without body distortion

Yes _____

Shall provide a shovel holder

Yes _____

Shall provide a cleanout tool and dual cleanout doors with a dimension of 12" x 16" each

Yes _____

Body Dimensions

Body height above truck frame shall not to exceed 108"

Yes _____

Outside width of the body is not to exceed 96"

Yes _____

DP
Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
 Sealed Bid FY2021-09-010
 Due Date: October 15, 2020

DESCRIPTION
COMPLIANCE ANSWER
YES NO OFFER
Hopper

Minimum capacity of 6 cubic yards

Yes _____

Floor shall be a minimum of 1/4" AR 400 abrasion resistant steel with 7 gauge AR450 floor liner extending 32" into body

Yes _____

Sides are to be a minimum of 1/4" AR 400 abrasion resistant steel with 7 gauge AR450 side liner

Yes _____

Hydraulic crusher panel shall be furnished to prevent refuse loss during transport

Yes _____

Ladder or foot supports with grab handles shall be designed to meet OSHA standards and provide easy access to the hopper area

Yes _____

Minimum displacement rate of 5.4 cubic yards per minute

Yes _____

Packing Mechanism

Packing panel shall be 3/8" 50,000 psi steel

Yes _____

Packing mechanism is to retain compacted material in the body.

Yes _____

Length of the packing cycle shall be determined by the proximity switch (Note: When the Auto Pack feature shows maximum pressure three consecutive times it will shut off, indicating the packer is full.)

Yes _____

Packing features shall be capable of accomplishing the requirements set forth in these specifications and fulfill the operational claims made by the manufacture. Note: Features may vary according to each manufactures design

Yes _____

Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed

Yes _____

Packing cylinder sleeves are chrome plated single stage cylinders
 Cylinder dimensions are cylinder bore diameter of 4 1/2", cylinder rod diameter is 3", and stroke length is 43"

Yes _____

Packer guide rails shall have a chromium overlay for reduced Wear

Yes _____

JP
 Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
Sealed Bid FY2021-09-010
Due Date: October 15, 2020

DESCRIPTION

COMPLIANCE ANSWER

YES	NO	OFFER
-----	----	-------

Lifting and Gripping Mechanism

Lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick which shall be conveniently located to the left of the operator.

Yes _____

An ergonomically designed padded armrest shall be provided to support the operator's arm during operation.

Yes _____

Arm shall consist of three main horizontal mast sections, one vertical lift section with 2 arms

Yes _____

Inner mast section will be constructed of (2) C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409", both channels shall be 78.25" long

Yes _____

Middle C channels shall be of the same material only 84" long

Yes _____

Main outer mast assembly shall be constructed of (2) C- shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937", channels shall be 83.75" long in length

Yes _____

Provide (6) combination bearings on which the mast assembly Rides; bearing surfaces must be a 62 Rockwell hardness on the C scale

Yes _____

Main vertical mast shall be made from 6"x 8" 3/16 thick tube

Yes _____

Provide (2) lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel

Yes _____

Lifting mechanism must be mounted to the chassis, **Note:** Mechanism mounted to the body **will not** be acceptable

Yes _____

Mechanism shall be spring steel and have the capability of gripping containers within the range specified without having to change grip arm configurations

Yes _____

Gripping force shall be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage

Yes _____

Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, un-dump, lower, and un-grip in a maximum of 8 seconds

Yes _____

Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
 Sealed Bid FY2021-09-010
 Due Date: October 15, 2020

DESCRIPTION

COMPLIANCE ANSWER

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach	<u>Yes</u>	_____	_____
Mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life	<u>Yes</u>	_____	_____
"Reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life	<u>Yes</u>	_____	_____
Mechanism shall be capable of lifting 1,000 lbs. at any point to which the arm is extended. Note: Bidder shall include proof and "Certification" of this capability with the bid packet.	<u>Yes</u>	_____	_____
Container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping	<u>Yes</u>	_____	_____
Tailgate			
Shall be hinged at or above the roofline using high strength steel hinges; is to be raised for load dumping by (2) double acting cylinders mounted on the outside of the tailgate	<u>Yes</u>	_____	_____
Cylinders shall be of a design to prevent rapid lowering of tailgate in case of a hydraulic component failure	<u>Yes</u>	_____	_____
Tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke	<u>Yes</u>	_____	_____
Tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms	<u>Yes</u>	_____	_____
Gasket shall be affixed to the tailgate to provide a watertight seal between the body and tailgate	<u>Yes</u>	_____	_____
Shall be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab, must comply with ANSI standards to warn when the tailgate is partially-to-completely open	<u>Yes</u>	_____	_____
Body hinge structures shall be of proper design, materials and construction to support the tailgate	<u>Yes</u>	_____	_____
Tailgate maintenance safety props shall be provided	<u>Yes</u>	_____	_____
Tailgate bubble shall be Hardox 450, 174,000 psi; tailgate sides shall be 10 gauge, 80,000 psi	<u>Yes</u>	_____	_____
			<u>DP</u>
			Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER

Sealed Bid FY2021-09-010

Due Date: October 15, 2020

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER**Ejection-Dumping System:**

Dumping is to be accomplished by raising the body,

Note: Ejection is not allowedYes

Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder shall be a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder shall be 6 1/2", 5 1/2", 4 1/2", 3 1/2" from largest to smallest

Yes

Body dump angle shall be such that all refuse in the box will be removed without sticking or bridging, dump angle is 45 degrees

Yes

All dumping controls shall be a basic control panel system and cab mounted; control panel must be interlocked with a manual override to prevent accidental refuse discharge

Yes

All ejection/dumping controls shall be operated from inside the cab

Yes**Hydraulic System:**

Hydraulic system shall be composed of (2) vane pumps, one for body functions, one for arm functions. Pumps shall have a common suction. Hydraulic pump model shall be Denison T6DC - D cartridge for body function; C cartridge for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm; Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure relief for the body is 2500 psi; arm it is 2000 psi.

Yes

Pump capacity shall not be less than 52 gpm @ 700 rpm

Yes

Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm function.

Yes

A 10 micron absolute filter shall be installed in the return line

Yes

Hydraulic tank shall be frame mounted and equipped with a 10 micron breather element and eye level sight gauge

Yes

Tank location to be determined by body configuration

Yes

DP
Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
 Sealed Bid FY2021-09-010
 Due Date: October 15, 2020

DESCRIPTION**COMPLIANCE ANSWER**
YES NO OFFER

Hydraulic reservoir tank capacity shall be at least 78 gallons

Yes _____ _____

Hydraulic system shall contain cylinders capable of performing the operational requirements as per the bid specifications

Yes _____ _____

Hydraulic hoses shall be SAE approved construction with hose burst pressure four times working pressure and have protective coverings

Yes _____ _____

Hydraulic control assemblies shall be located so that, at no time or load condition, it becomes necessary to remove the load to service these components

Yes _____ _____

All cylinders shall have the latest design sealing materials

Yes _____ _____

Unit shall have protective cover on pack manifold

Yes _____ _____

Unit shall have hydraulic shutdown when filter in bypass mode

Yes _____ _____

Controls:

All compactor operating controls shall be located in the truck cab and mounted for operator convenience and comfort

Yes _____ _____

Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations

Yes _____ _____

Lighting and Wiring:

All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards

Yes _____ _____

Provisions shall be made for maximum visibility and to include (2) red stop tail lights and (2) red turn tail lights, and an I.D. cluster.
Note: All lights shall be L.E.D type and flush grommet mounted

Yes _____ _____

Provide a lighted license plate bracket

Yes _____ _____

Unit shall include arm, hopper, and side mounted work lights

Yes _____ _____

Unit shall have Smart Light Strobe Package on top and lower of body door

Yes _____ _____

Integrated Strobe System with strobe light mounted rear center

Yes _____ _____

Upper tailgate shall include an integrated standard strobe package

Yes _____ _____

DA

Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER

Sealed Bid FY2021-09-010

Due Date: October 15, 2020

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER**Painting:**

All components shall be properly cleaned prior to priming

Yes _____

All burrs and rough spots shall to be removed

Yes _____Two (2) coats of rust inhibiting primer shall be applied
prior to applying the finish coatYes _____

Final coat shall be high gloss white

Yes _____

Arm shall be painted yellow (F6428HN)

Yes _____**Cameras:**Shall provide two (2) Color Cameras: one shall be placed
in the rear as a backup camera, and one shall be placed to
monitor hopper areaYes _____Color Camera Monitor shall be mounted in the cab and
shall be a fully adjustable flat screen type with split screen
option so all camera views can be displayed at one time and
automatically switch to full screen backup camera when unit
is shifted to reverseYes _____

All cameras shall be Safety Vision

Yes _____

Protective cases shall be provided for the cameras

Yes _____

All Cameras shall have shields to minimize sun glare

Yes _____**Miscellaneous Items:**

Unit shall be provided with proximity sensors, and valves

Yes _____

Unit shall be provided with (1) 10 lb. fire extinguisher

Yes _____

Unit shall be provided with water cooler and bracket

Yes _____**CHASSIS SPECIFICATIONS:**

Chassis must be Cab-Over with 10-3/4" steel rails 343-450"

Yes _____

FEPTO Provision 9" bumper extension

Yes _____

D2000F 20,000 lbs. Axle, 3.5" drop

Yes _____

Taper Leaf Springs, Shocks 20,000 lbs.

Yes _____

Rear Axle load: 46,000 lbs.

Yes _____

Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER

Sealed Bid FY2021-09-010

Due Date: October 15, 2020

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER

Power Steering: SD110 Dual	<u>Yes</u>	_____	_____
PHP10 Iron LMS Hubs	<u>Yes</u>	_____	_____
5" Drop IPO 3.5in, Front Axle	<u>Yes</u>	_____	_____
Wide Track IPO Standard, Front Axle	<u>Yes</u>	_____	_____
Engine: PX-9, 350 @1900, GOV @ 2200, 1000 @1400	<u>Yes</u>	_____	_____
Remote PTO and Throttle Provision	<u>Yes</u>	_____	_____
CARB Engine Idling Compliance	<u>Yes</u>	_____	_____
130 Amp Alternator, Brushless w/ Voltage	<u>Yes</u>	_____	_____
Immersion Type Pre-Heater 110-120V	<u>Yes</u>	_____	_____
12V Starter	<u>Yes</u>	_____	_____
Three (3) Premium 12V Dual Purpose Batteries 2100 CCA	<u>Yes</u>	_____	_____
Battery jumper terminals	<u>Yes</u>	_____	_____
Big Switch Battery Disconnect	<u>Yes</u>	_____	_____
18.7 CFM Air Compressor	<u>Yes</u>	_____	_____
High Efficiency Cooling System	<u>Yes</u>	_____	_____
2-Speed fan clutch	<u>Yes</u>	_____	_____
Exhaust Vertical LH	<u>Yes</u>	_____	_____
Allison 4500 RDS-P Transmission, GEN 5	<u>Yes</u>	_____	_____
1810 HD Driveline, (1) Midship Bearing	<u>Yes</u>	_____	_____
Allison 6 Speed Configuration	<u>Yes</u>	_____	_____
Allison Output Function 'S' Neutral Indicator	<u>Yes</u>	_____	_____
Bendix AD-IS EP Air Dryer w/ Heater	<u>Yes</u>	_____	_____
Steel Painted Air Tanks	<u>Yes</u>	_____	_____
Route Air and Electric Lines to Allow Welding	<u>Yes</u>	_____	_____
Nylon Chassis Hose	<u>Yes</u>	_____	_____


 Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
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DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER

Tires

FF: BR 20 Ply 315/80R22.5
 FF: Alcoa 893657 PLT 22.5x9.00 ALM Wheel
 RR: BR 14 Ply 11R22.5 M843, Quantity of 8
 RR: Accur 50291 Plty22.5x8.25 Steel Wheel Heavy Duty
 Quantity of 8

Yes
 Yes
 Yes
 Yes

Gas Tank

23 in Aluminum 70 Gallon Gas Tank LH
 Top of Fuel Tank 5in below Top of Frame
 DEF Tank Mounted LH
 DEF Tank 320

Yes
 Yes
 Yes
 Yes

Aluminum Battery Box LH

53in LCF ProBilt Cab RH Drive

Yes
 Yes

Seats

C2 Driver Seat
 Air Ride Driver
 Mid Back Driver
 Fabric Driver
 Air Ride Passenger
 Low Back Passenger
 Vinyl Passenger
 Two (2) sets of seat belts

Yes
 Yes
 Yes
 Yes
 Yes
 Yes
 Yes
 Yes

Interior shall be gray in color

Combo Fresh Air Heater/Conditioner

Sound System ConcertClass w/ CD, Bluetooth

Midlevel Speaker Package

Cab Tilt Pump Air Assist

Yes
 Yes
 Yes
 Yes
 Yes

DP
 Initials

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
Sealed Bid FY2021-09-010
Due Date: October 15, 2020

DESCRIPTION
COMPLIANCE ANSWER
YES NO OFFER
Lights

Headlights Dual Rectangular Halogen

Yes

(5) Light Guards on Marker Lights

Yes

(5) LED Clearance w/ (2) LED Marker Lights

Yes

Brake Lights Activated By Park Brake

Yes

Two (2) Axixtech M56LED surface mount lights to be installed on the front of the truck or equal

Yes

Backup alarm

Yes

Exterior paint color shall be standard white

Yes**ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.****ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS**

- Warranty on body to be performed on site at City garage
- Successful bidder shall keep in stock at service/parts facility all cylinders and joystick controller,

Specify warranties for the following

Engine Two years / 250,000 miles Transmission Two years / unlimited milesTruck/Chassis See attached Refuse Body one year body, arm, hydraulics, two year cylinder warr**OWNERS MANUALS**Furnish (2) complete sets All Manuals – DVD format preferred, however book format is acceptable

- Truck and Body Operators manuals ✓
- Truck and Body Parts Service manuals ✓
- Truck Chassis and Refuse Body manuals ✓

Vehicle, invoice and all documents pertinent to the vehicle shall be delivered to:

City of Bartlett - Fleet Services
3583 Altruria Road
Bartlett, TN 38135

End of Specifications

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

BID PRICING SHEET

(Include one original, clearly marked, and two copies, the specification check list, the Public Acts 109 form and current W-9 form, IRS October 2018 Rev.)

One (1) Required: AUTOMATED SIDE LOADER REFUSE COLLECTION TRUCK

Delivered Price \$ 262,772⁰⁰ Time required for delivery: 60 days.

Total Bid in Words:

TWO Hundred SIXTY TWO Thousand,
SEVEN Hundred SEVENTY TWO dollars & no cent

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE

Sansom Equipment Co.
NAME OF FIRM

danny@secequip.com
Email

Daniel T. Faladino
Authorized Representative
(Typed or Printed)

615-856-0534
Phone Number


Authorized Representative Signature

10-14-2020
Date

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

AUTOMATED SIDE LOADER
Sealed Bid FY2021-09-010
Due Date: October 15, 2020

PUBLIC ACTS 109

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

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

Print Name David T. Priggen
Signed [Signature]
Title TSR

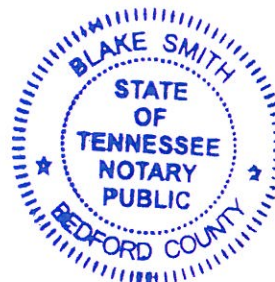
Subscribed and sworn before me this 14th day of October, 2020.

Signed [Signature] Print Name Blake Smith

Title Notary Public

My commission expires: 5/8, 2024.

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





Driving The Difference.

February 3, 2015

City of Bartlett, TN

The New Way Sidewinder Automated Arm is certified to withstand 1,000 lbs. @ 12 ft. This is at complete extension of the arm.

Any questions feel free to call me to discuss.

Regards,

Johnathon McLaughlin

*Vice President
New Way Refuse*



A Product of **ECORPAC** CO., INC. 101 State Street Steamer IA 51462
608 831 1858 712 652 3359 www.newwaytrucks.com

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

Warranty

Chassis warranty

Page 3 of 4

Peterbilt Motors Company Warranty Agreement (CAT 7970) revision 08/13

Page 3 of 3

**PETERBILT MOTORS COMPANY
Severe Service Warranty Schedule
UNITED STATES
VEHICLE ONLY**

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Peterbilt Motors Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle		
This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions	12	50,000
Major Components		
Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin, kingpin bushings, steering arm, tie rod & tie rod arms).	12	50,000
Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing.		
Manual transmissions		
Eaton Auto Shift transmission		
Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes).		
Structural components of the cab, hood, hood half fenders and sleeper	36	300,000
Sheppard and TRW steering gears.		
Frame, Gussets, Crossmembers and Cab Corrosion		
Frame rails, gussets, crossmembers, and A-braces.	36	300,000
Cab, hood and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab panel or to finish paint.		
Other Coverage		
PACCAR Batteries		
Gaskets and Wheel Seals	12	50,000
Cab, Hood & Sleeper Paint	12	50,000
Frame Paint - Black only	12	50,000
Frame Paint - All colors other than black	3	25,000
Frame Paint - Logger, Mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000

Severe Service Warranty is based on a Peterbilt chassis having any of the following: uncensored off-road registration, all wheel drive, twin steer axles, all front steer axles rated @ 21,000 lbs GAWR or greater, single rear drive axles rated @ 25,000 lbs GAWR or greater. Tri-Drives, Tandem rear axles rated @ 52,000 lbs GAWR or greater or 10% or more class C and/or D usage.

Chassis Number(s) (17-digit VIN)

Customer Initials _____

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)

NEW PRODUCT WARRANTY



PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS
USED IN ON-HIGHWAY TRUCK APPLICATIONS OTHER THAN
AUTOMOTIVE FIRE APPARATUS APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an On-Highway Truck other than Automotive Fire Apparatus in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an On-Highway Truck other than Line Haul and Automotive Fire Apparatus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE"
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:
 Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

The warranty period for all coverages shall end at the expiration of the coverage set forth below:

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD, MT, HD, HT, 3000, 3200, 3500, 4000, 4500, 4700, 4800, 3000 HS, 4000 HS, 4500 HS, 3000 RDS, 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	0-24*	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™, 1000, 2100, 2200, 2500, 1000 HS, 2100 HS, 2200 HS, 2350HS, 2500 HS, 2550 HS, 1000 RDS, 2100 RDS, 2200 RDS, 2350 RDS, 2500 RDS, 2550 RDS	0-36*	No Limit	No Charge	No Charge

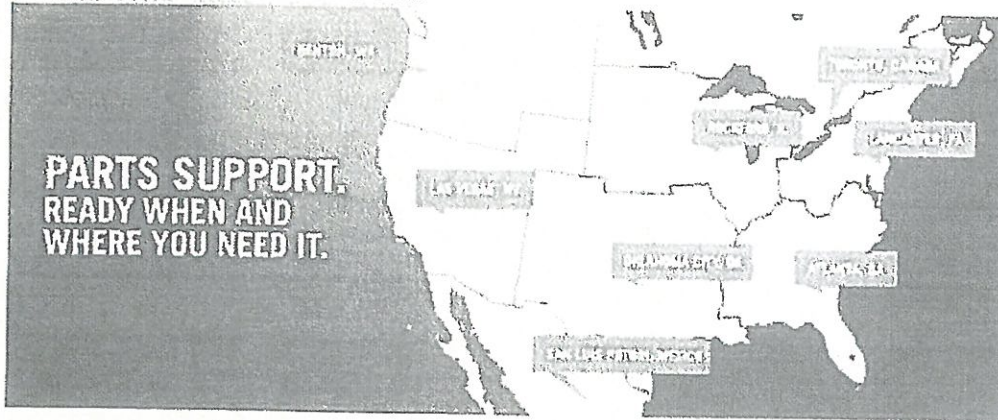
- * Effective July 2006, the Allison transmission in your vehicle may be covered by additional extended coverage, dependent on the Original Equipment Manufacturer (OEM) which manufactured your vehicle. This additional coverage requires continued use of an Allison Approved TES 295 automatic transmission fluid and genuine Allison filters. Please consult your OEM Dealer or authorized Allison Transmission Distributor or Dealer for specific information.

PLUS AN ADDITIONAL YEAR OF 'PARTNERSHIP' COVERAGE THROUGH KENWORTH FOR A TOTAL OF 36 MONTHS AND UNLIMITED MILES WARRANTY COVERAGE.

PACCAR ENGINES

ENGINES TECHNOLOGY HISTORY NEWS OUR COMPANIES

PARTS & SERVICES DEALERS

PARTS & SERVICES

Each of the over 670 Kenworth and Peterbilt service locations across North America is dedicated to having the parts you need on hand for quick service. PACCAR Parts provides outstanding availability of all parts for PACCAR engines through a network of 8 strategically located distribution centers. Next day delivery of parts is available to every service location from one of the fully stocked parts distribution centers. Having the right part in the right location is one of our key strengths in supporting the customer.

Service

Factory trained service technicians at over 670 locations in North America are equipped with the proper tools and expertise to keep PACCAR engines running in your trucks. Skilled technicians will provide all routine engine maintenance and quickly troubleshoot and repair all engine issues. Modern, electronic diagnostic tools help the technician accurately diagnose every engine problem by quickly tapping into the engine ECM and pinpointing the problem. PACCAR has the service network that will keep your engines running every day.

Warranty

The base engine warranty covers any failures of the engine which result, under normal use and service, from a defect in material or workmanship.

PACCAR MX-13

This warranty begins on the date of delivery and ends two years or 250,000 miles (400,000 kilometers) or 6,250 hours, whichever occurs first, after the date of delivery to the first purchaser.

PACCAR PX-9

This warranty begins on the date of delivery and ends two years or 250,000 miles (400,000 kilometers) or 6,250 hours, whichever occurs first, after the date of delivery to the first purchaser.

PACCAR PX-7

This warranty begins on the date of delivery and ends two years after the date of delivery to the first purchaser. There is no mileage limitation on this base warranty.

Extended Protection Plans

There are a wide range of extended protection plans to select from including Major Component Modified Comprehensive and Aftertreatment coverage options. See your local PACCAR Engine dealer for further details in order to meet your individual needs.

Extended Component Coverage for MX-13 Engine

There are extended major component coverage options of up to 84 months/700,000 miles (1,120,000 kilometers), whichever occurs first, after the date of delivery of the engine to the first purchaser covering the specified components listed below:

- Camshaft Forging
- Connecting Rod
- Connecting Rod Bolts
- Crankshaft Forging
- Cylinder Block Casting
- Cylinder Head Bolts
- Cylinder Head Casting
- Gear Train Gears
- Main Bearing Bolts

Engine Service Information

NEW PRODUCT WARRANTY



PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS
USED IN ON-HIGHWAY TRUCK APPLICATIONS OTHER THAN
AUTOMOTIVE FIRE APPARATUS APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an On-Highway Truck other than Automotive Fire Apparatus in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an On-Highway Truck other than Line Haul and Automotive Fire Apparatus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE"
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:
 Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

The warranty period for all coverages shall end at the expiration of the coverage set forth below:

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD, MT, HD, HT, 3000, 3200, 3500, 4000, 4500, 4700, 4800, 3000 HS, 4000 HS, 4500 HS, 3000 RDS, 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	0-24*	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™, 1000, 2100, 2200, 2500, 1000 HS, 2100 HS, 2200 HS, 2350HS, 2500 HS, 2550 HS, 1000 RDS, 2100 RDS, 2200 RDS, 2350 RDS, 2500 RDS, 2550 RDS	0-36*	No Limit	No Charge	No Charge

* Effective July 2006, the Allison transmission in your vehicle may be covered by additional extended coverage, dependent on the Original Equipment Manufacturer (OEM) which manufactured your vehicle. This additional coverage requires continued use of an Allison Approved TES 295 automatic transmission fluid and genuine Allison filters. Please consult your OEM Dealer or authorized Allison Transmission Distributor or Dealer for specific information.

PLUS AN ADDITIONAL YEAR OF 'PARTNERSHIP' COVERAGE THROUGH KENWORTH FOR A TOTAL OF 36 MONTHS AND UNLIMITED MILES WARRANTY COVERAGE.

WHAT IS NOT COVERED

• DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION

Defects and damage caused as the result of any of the following are not covered:

- Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
- Misuse of the vehicle;
- Installation into unapproved applications and installations;
- Alterations or modification of the transmission or the vehicle, and
- Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
- Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0617EN (201009)



Peterbilt Of Eau Claire (A111)
6500 Texaco Drive
Eau Claire, Wisconsin 54703

Allstate Refuse
6500 Texaco Drive
Eau Claire, Wisconsin 54703
United States of America

Neil Riedel
Phone:
Email: nriedel@wdlarsen.com

Neil Riedel
Phone: 715-305-0100
Email: nriedel@wdlarsen.com

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	ALLSTATE REFUSE ASL	G.C.W. (lbs):	66000
Description 2:	Clone of Chassis 107207 Model 520 31 YD ASL		
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
		Maximum Grade:	6
Body			
Type:	Automated Side Loader/Push-Out	Wheelbase (in):	221
Length (ft):	24	Overhang (in):	73
Height (ft):	13.5	Fr Axle to BOC (in):	0.1
Max Laden Weight (lbs):	1000		
Trailer			
No. of Trailer Axles:	0	Cab to Axle (in):	220.9
Type:		Cab to EOF (in):	293.9
Length (ft):	0	Overall Comb. Length (in):	351.6
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions		Special Req.	
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)



Std/ Opt	Description
Base Model	
S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.
S	Refuse, Scrap, Recycling
O	Refuse/Landfill Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).
S	Automated Side Loader/Push-Out A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.
Configuration	
S	Not Applicable Secondary Manufacturer
Frame & Equipment	
O	10-3/4" Steel Rails 306-342" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair
O	Full Steel Inner Liner
O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.
O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension
O	Additional Frame Drilling

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)



Std/ Opt	Description
S	EOF Square without Crossmember For use with body builder installed crossmember.
S	Omit Rear Mudflaps and Hangers

Front Axle & Equipment

O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.
S	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.
S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.
O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.
O	Dana Spicer 5" Drop IPO 3.5", Front Axle 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.
O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.
O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.
O	Dust Shields, Cam Brakes, Front Axle
O	Long Stroke Brakes, Front Axle Long Stroke Brakes have 3" long-stroke chambers can provide improved braking efficiency and increased reserve stroke.
O	Gusseted Cam Brackets, Steer Axle
O	Bendix Slacks and Chambers on Steer Axle
O	Heavy Duty Cam Bushings, Steer Axle

Rear Axle & Equipment

S	Dana Spicer D46-172 46,000 LBS
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Price Level: January 1, 2020

Dear ALLSTATE REFUSE ASI

Printed On: 12/3/2019 6:54:40 AM

Date: December 04, 2019

Quote Number: QUO-657355 S5L9C2



Std/ Opt	Description
	Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.
O	PHP10 Iron PreSet PLUS Hubs
S	Long Stroke Parking Brakes, Drive Axle(s)
O	Bendix Smart ATC Traction Control
O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.
O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.
O	Gusseted Cam Brackets, Drive Axle(s)
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.
O	Upsize Parking Brakes
O	Stability System Not Selected Or Not Available
S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.
O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.
O	Bendix Slacks and Chambers on Drive Axle
O	Ratio 5.38 Rear Axle
O	Hendrickson Haulmax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating

Engine & Equipment

Price Level: January 1, 2020
 Desc: ALLSTATE REFUSE ASI
 Printed On: 12/3/2019 9:34:43 AM

Date: December 03, 2019
 Quote Number: QUC-537353-S&L902



Std/ Opt	Description
O	PACCAR PX-9 380@1900 GOV@2100 1250@1400 Performance (2017 Emissions) N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 NO....Engine Protection Shutdown (N21350 P001 65....Maximum Accelerator Pedal Ve N21370 P059 65....Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60....Timer For Impending Shutdown N21460 P046 1400...Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO....Idle Shutdown Manual Overrul N21610 P172 40....Low Ambient Temperature Thre N21630 P171 80....High Ambient Temperature Thr N21510 P520 YES...Enable Idle Shutdown Park Br N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21420 N206 10....Maximum Active Distance (N20 N21340 P112 120...Hard Maximum Speed Limit (P1 N21550 P516 35....Engine Load Threshold (P516) N21620 P173 60....Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)
O	Engine Idle Shutdown Timer Disabled
	Eff EIST NA Expiration Miles
	Effective VSL Setting NA
O	Typical Operating Speed 68 MPH
O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.
O	Remote PTO and Throttle Provision
S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.
S	Bed Plate for PX-9, L9N Engines Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.

Price Level January 1 2020

Deal: ALLSTATE REFUSE ASL

Printed On: 12/3/2019 6:54:45 AM

Date: December 03, 2019

Quote Number: QUO-567055-85L9C2



Std/ Opt	Description
S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.
O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.
O	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.
O	Battery Warmer, 120V 120V heating blanket that wraps around the batteries.
O	Battery Jumper Terminals Mtd In Front Of Battery Box
O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box
S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.
S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.
S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.
S	No Fluid Heat Option for Fuel Filter
O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.
O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces

Price Level: January 1, 2020

Deal: ALLSTATE REFUSE ASI

Printed On: 12/3/2019 8:54:43 AM

Date: December 03, 2019

Quote Number: OJC-637353-S5L9C2



Std/ Opt	Description
	maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.
O	Bugscreen-Removable Type Grille Mtd Additional clips at bottom of bugscreen.
S	Stainless Steel Grille
S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
O	Pre-Cleaner ECG
S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).
O	Curved Tip Standpipe(s)
S	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)

Transmission & Equipment

O	Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).
O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing
O	1710 Driveline Interaxle For tandem rear axles
O	(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge. Specing PTO switch does not ensure the PTO will fit.
O	Allison FuelSense 2.0 Not Desired
O	Omit Allison Neutral At Stop
S	Console Mounted Push Button Shifter Allison transmissions
O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only

Price Level: January 1, 2020

Deal: ALL STATE REFUSE ASL

Printed On: 12/3/2019 6:54:43 AM

Date: December 03, 2019

Quote Number: QU0-807360-S51PC2



Std/ Opt	Description
O	Allison Output Function S Neutral Indicator For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.

Air & Trailer Equipment

S	Bendix AD-IS EP Air Dryer, Heater Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system.
S	Nylon Chassis Hose
O	Central Location For Air Tank Drain Valves Wire braid hose to air tanks. (Not available with optional drain valves.)
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.

Tires & Wheels

S	FF: BR 20ply 315/80R22.5 M870 Diameter= 42.8 inches; SLR= 19.9 inches
O	RR: BR 14ply 11R22.5 M843 Diameter= 42.5 inches; SLR= 19.9 inches
S	Code-rear Tire Qty 08
O	FF: Alcoa 89U637 22.5X9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.
O	RR: Accur Steel Armor 50344PK 22.5X8.25 Heavy Duty, 5 Hand Holes
S	Code-rear Rim Qty 08

Fuel Tanks

O	26" Aluminum 80 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.
O	Location LH BOC 80 Gallon



Std/ Opt	Description
S	Fuel Cooler Required with single fuel tank
O	Locate BOC Fuel Tanks Forward As Far As Possible May result in filler neck under sleeper
O	Top Of Fuel Tank 5" Below Top Of Frame
O	Perforated Metal Anti-Siphon Device(s) Requires engineering review with Arctic Fox or split fuel tanks
S	Standard DEF to Fuel Ratio 2:1 Or Greater
S	DEF Tank 520

Battery Box & Bumper

O	Aluminum Battery Box LH Frame Mtd Back Of Fender 8" Below top of frame
O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only
O	Steel Bumper Swept Back Painted Requires bumper extension, includes two front tow eyes with pins
O	Notched Top Flange Of Bumper
O	Screen Over Air Intake Opening In Bumper

Cab & Equipment

O	53" LCF ProBilt Cab RH Drive Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.
S	4.5" Rubber Flares On Cab And wheel well fenders
S	Peterbilt Driver Seat
S	Peterbilt Passenger Seat
O	Air Ride Driver

Price Level: January 1, 2020

Deal: ALLSTATE REFUSE ASL

Printed On: 12/3/2019 6:54:43 AM

Date: December 03, 2019

Quote Number: QUO-83/363-85L9C2



Std/ Opt	Description
O	High Back Driver
O	Mordura Driver
S	Non-Air Ride Passenger
S	Low Back Passenger
O	Fabric Passenger
S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.
S	Adjustable Steering Column - Tilt/Telescope
S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.
O	Rear Window Back of Cab Dark Tint 18.5in X 54in
S	2-Piece Flat Windshield
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.
O	(2) Defroster Fan On Rear Header
O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.
O	Black LH/RH Dual Plane Mirrors, Heated Motorized, driver-door, pass-ft of cab
O	Add'l Convex Mirrors, Mounted Top of LH/RH Dual Plane Mirrors
S	(1) Air Horn 15" Painted Mounted under cab.
O	ConcertClass w/CD, Bluetooth Phone and Audio Includes AM/FM, WB, USB and MP3.
O	Midlevel Speaker Package For Cab (4) Speakers
O	Radio Mute When Allison Transmission In Reverse
O	Bluetooth Located On Driver Side
S	SmartLINQ Remote Diagnostics

Price Level January 1, 2020
 Deal: ALLSTATE REFUSE ASL
 Printed On: 12/3/2019 6:54:43 AM

Date: December 03, 2019
 Quote Number QJO-537353-35L402



Std/ Opt	Description
	SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on Models 579, 567, 389, 367 and 365.
O	Cab Tilt Pump Air Assist
O	Rain Gutters Over Driver and Passenger Doors
S	Peterbilt Pantograph Windshield Wipers With intermittent feature.
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.
O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC
O	Backup Alarm (87-112 DB) Variable adjusting
S	Main Transmission Oil Temperature Gauge Located in Driver Information Display
S	Air Restriction Indicator Mounted on exhaust stanchion
O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted
O	Up To (4) Additional Electric Switches Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.
O	Headlights Single Rectangular LED
S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door
S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor
O	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.
O	Brake Lights Activated by Park Brake Requires option 7726010

Price Level January 1 2020

Deal: ALLSTATE REFUSE ASL

Printed On: 12/3/2019 6:54:43 AM

Date: December 03, 2019

Quote Number: QUO-837353-SS-AC1



Std/ Opt	Description
-------------	-------------

Paint

- | | |
|---|--|
| S | Standard Paint Color Selection |
| O | (1) Color Axalta Two Stage - Cab/Hood
Base Coat/Clear Coat
N85020 A - L0006EY WHITE
N85700 BUMPER L0001EA BLACK
N85500 CAB ROOF L0006EY WHITE
N85200 FRAME L0001EA BLACK |

Shipping Destination

- | | |
|---|---|
| O | Shipping Destination To Dealership
A080
1515 30Th St. Nw.
Faribault 55021 |
|---|---|

Options Not Subject To Discount

- | | |
|---|--|
| S | Peterbilt Class 8 Standard Coverage
1 year/100,000 Miles (160,000 km) |
| S | PACCAR PX-9 Standard Coverage
2 yrs/250,000 mi (402,336 km)/6,250 hrs |
| O | Chassis to Receive Extended Warranty
1 Year Base Vehicle Towing - US. No Additional Extended Warranty is Required. |
| O | Frame Layout Identical to Previous Chassis
Narrvin # 107207 |

Miscellaneous

- | | |
|---|--|
| S | 2017 EPA Emissions Engine
Warranty Only |
| O | Presentation Created With SmartSpec

A080
1515 30Th St. Nw.
Faribault 55021 |

Promotions

Order Comments

5- NOVEMBER

Price Level: January 1, 2020
 Deal: ALLSTATE REFUSE ASL
 Printed On: 12/3/2019 5:54:43 AM

Date: December 03, 2019
 Quote Number: QUO-537353-85L9C2

Item Number	Description	Shipp
9086	ASL, 31 YD, STD, CAN BUS	1.
		1.
126329	OPT, HPR FLR LNR, .188 (450),	1.
126305	OPT, HYD HPR COV, STL, ASL	1.
125688	ASSY, LADDER, FOLDING, HPR, ASL	1.
104191	PAINT BODY WHITE N0006EX	1.
132485	OPT, 96 GAL, BL 1066, GRIPPER, ARM	1.
130548	OPT, REM GREASE, TG HINGE & CYL,	1.
134377	OPT, SV 3 CAMERA SYSTEM, 7IN MON	1.
131110	OPT, HPR LIGHTS, LED, 1 HPR/1 ARM	1.
129106	OPT, INTEGRATED STROBE, CAN BUS,	0.
129106	OPT, INTEGRATED STROBE, CAN BUS,	1.
129877	OPT, CAN BUS, ARM CTRL ROCKER SW	1.
127005	WARR, 1 YR HYD, 1 YR BODY, 2 YR, CYL	1.
110126	FIRE EXTINGUISHER, 10 LB	1.
116227	KIT, TRIANGLE, SAFETY, ROADSIDE	1.

Attachment: Specs for side load refuse collection truck 11-10-20 (2877 : Side Load Collection Truck)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/08/20 06:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Mike Adams

Bid for walking floor transport trailer.

On September 29, 2020, an ad was placed in *The Daily News*. On October 15, 2020, the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

Crows Truck Service *Didn't meet SPEC*	\$78,000.00
Mac Trailer Manufacturing	\$81,898.00
Spector Manufacturing, Inc.	\$79,881.00
Stringfellow, Inc.	\$108,201.00

We recommend the bid be awarded to Spector Manufacturing, Inc. for a total cost of \$79,881.00.

Funds are available in Account 122.48122.939.

Thank you for your consideration.



ALUMINUM MOVING FLOOR TRAILER

SPECTOR MANUFACTURING INC., MANUFACTURER OF SPEC TEC TRAILERS, SINCE 1994, IS PLEASED TO BID ON ONE(1) OPEN TOP ALUMINUM WALKING FLOOR TRANSPORT TRAILER - MODEL NUMBER AWO48100102.

OUR TRAILER MEETS OR EXCEEDS ALL YOUR SPECIFICATIONS AS THEY ARE SET FORTH IN YOUR BID PACKAGE.

DELIVERY OF THE TRAILER WILL BE 90-120 DAYS FROM RECEIPT OF THE ORDER.

SPECTOR MANUFACTURING'S WARRANTY ON THE TRAILERS IS TWO (2) YEARS - PLEASE SEE THE ENCLOSED WARRANTY.

CONTACT PERSON FOR THIS BID WILL BE THE UNDERSIGNED WITH cspector@spectec.biz THE EMAIL ADDRESS.

VERY TRULY YOURS,

A handwritten signature in black ink, appearing to be "CS" followed by a long horizontal stroke.

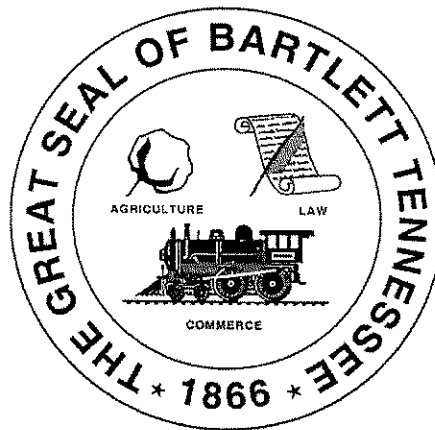
CHARLES SPECTOR
SALES/OWNER

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

CITY OF BARTLETT

*6400 STAGE ROAD BARTLETT,
TENNESSEE 38134*

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Michael J. Adams, Director of Public Works



REQUEST FOR SEALED BIDS

SB # FY2021-09-008

DUE: Thursday, October 15, 2020, no later than 2:00 p.m. (CST)

WALKING FLOOR TRANSPORT TRAILER

Public Works – Fleet

The City of Bartlett Public Works – Fleet is seeking to purchase **one (1)** New and Unused Walking Floor Transport Trailer, 48' long as per the written specifications.

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

*****COPY*****

NOTICE TO BIDDERS

Sealed bids are to be received no later than **2:00 P.M. on Thursday, October 15, 2020**. All bid packet, with an original, clearly identified, and two copies, must be marked **"FY2021-09-008 WALKING FLOOR TRANSPORT TRAILER"** and addressed as follows:

MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or email dcairncross@cityofbartlett.org

Please quote prices on attached bid pricing sheet and enclose all specification sheets.

We propose to furnish the item(s) listed on 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.

SPECTOR MANUFACTURING INC.
 NAME OF FIRM

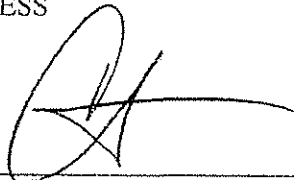
cspector@spectec.biz
 EMAIL (please print legibly)

PO BOX 158
ST. CLAIR PA 17970

570-429-2510

ADDRESS

PHONE


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

CHARLES SPECTOR
 PRINT NAME

10-9-20
 DATE

WALKING FLOOR TRANSPORT TRAILER
Sealed Bid: FY2021-09-008
DUE: October 15, 2020

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit sealed bids for **One (1) New and Unused WALKING FLOOR TRANSPORT TRAILER, 48' long**, for the City Of Bartlett Public Works – Fleet. The awarded supplier will be required to deliver the unit F.O.B. to the City of Bartlett Fleet Services at 3583 Altruria Road, Bartlett, TN. 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It shall be the bidder's responsibility to carefully examine each item of the 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. Original manufacturer's brochures of the proposed unit are to be submitted with the bid.
2. Bidder shall include the signed pricing sheet along with the signed and notarized Public Acts 109 form (page 12). Note: An original, clearly marked, and two copies shall be included in the bid package.
3. All bidders must have no less than two (2) experience in the manufacture of transfer trailers and must provide documentation in bid response.
4. All prices are to be firm for no less than 120 days from bid due date.
5. The City reserves the right to reject any and all bids. Failure to respond to each section of the technical specifications may cause the bid to be rejected.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. New and unused trailer is to be delivered F.O.B. to the City of Bartlett Fleet Department, 3583 Altruria Road, Bartlett, TN 38135.

DETAILED SPECIFICATIONS

(One original, clearly marked, and two copies of each, must include the specification check list and the Public Acts 109 form)

WALKING FLOOR TRANSPORT TRAILER

DESCRIPTION

		COMPLIANCE ANSWER		
		<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Length	48 feet	X		
Width	102 inches	X		
Capacity	Minimum 115 cubic yards, water level	X		
Sides	Must be a minimum of 3/16" thick aluminum (5454 H 34) or equal, sheeting full height, no seams, an additional sheet of 3/16 aluminum shall be added to the inside wall on both sides of the trailer at the rear for wear (6' high from the bottom of the trailer and 8' long from the rear of the trailer)	X		
Posts	Shall be aluminum extrusions (6061-T6) minimum 3/16" thick placed at a minimum 24" centers, full length between top rail and bottom rail, no seams and are to be aerodynamically formed to restrict wind drag to improve fuel efficiency.	X		
Cleaner Plates	Outside Inside	X		


 Initials

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER

Floor

Hallco (refuse floor) narrow double ridge slat Hallco 4000 series or equal, as determined by the City, following strict manufacturing standards, must have a dirt shredder on each side and a dirt inhibitor to prevent trash falling between the side walls and the floor slats. Slats must be standard 3'- 1/2" or 3'- 5/8" slats for optimum loading and unloading and a minimum thickness of 3/16". Unit must have a minimum of two foot wear pads (front and rear).

X

Top Rail

Top rail to be extruded 6061-T6 continuous one piece, dimensions shall be company standard, must be steel cap covered, no less than a 1/4" across cap and down inside minimum of 6"

X

Bottom Rail

Bottom rail to be minimum 1/4" aluminum (manufacturer's standard), 3/16" outside dirt shredders

X

Bulkhead

Bulkhead shall be of the same materials as sides and reinforced with tubing to prevent any buckling due to stress, front of the trailer must have radius corners to improve fuel efficiency.

X

Spreader Bars

Two (2) steel spreader bars shall be supplied; one (1) in the middle and one (1) at the rear, bolted to top rail, painted fluorescent red for easy visibility from the sides of the trailer.

X

Suspension Frame

Suspension frame shall be steel and supplied by suspension manufacturer, Note: No substitutes.

X

CB

Initials

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

DESCRIPTION

	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Cross Members Cross sills to be 4" I beam 6061-T6 extruded Aluminum, minimum of 12" centers	<u>X</u>	<u> </u>	<u> </u>
Bolster Plate Bolster Plate shall be a minimum of 3/16" aluminum sheeting, reinforced with tubing; entire assembly framed and bolted to side rail and bulkhead.	<u>X</u>	<u> </u>	<u> </u>
Light Protectors Rear stop, tail and turn lights must be mounted in tailgate frame of trailer to protect lights from damage of falling debris.	<u>X</u>	<u> </u>	<u> </u>
Rear Door Tailgate Tailgate shall be minimum 3/16" aluminum sheeting (5454 H34) full height, to be even with top rail hinged on passenger side. Provide five hinges with cam over center, locking handle, grease fittings, Mylar 1/8" between steel and aluminum and safety chain.	<u>X</u>	<u> </u>	<u> </u>
Bumper Bumper shall be fabricated of steel, push and pull designed, ICC approved. A 5/8" thick towing plate should be welded to the rear face of the bumper. A 3/4" hole shall be provided for the installation of a Clevis. Two steel bar pieces shall be welded to the bumper to prevent accidental damage from the pushing vehicle sliding up over the bumper. Manufacturer shall provide two (2) tow hooks.	<u>X</u>	<u> </u>	<u> </u>
Ladders Shall be rung-type aluminum with 6" clearance, front, driver's side, inside and outside, and rear center.	<u>X</u>	<u> </u>	<u> </u>
Hydraulic Connection Fittings Hydraulic fitting shall be Suptite (1) VHN 16-16 male (1") Return (2) 1"x 108 inch hydraulic hoses	<u>X</u>	<u> </u>	<u> </u>

CL
 Initials

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

DESCRIPTION

Cover

Cover shall be hydraulically operated from the driver side of the bulkhead. The flip top frame must cover the entire length of the trailer and be formed by steel tubing articulated by an adequate number of hinges that will guarantee the integrity of the component.

An orange, knitted polypropylene cover shall be installed on the unit to keep any materials from escaping out of the trailer. Cylinder must operate the mechanical flip top and rotate the entire length of the cover from a resting position on the roof of the trailer, 270 degrees to rest flat on the side of the trailer in one single operation.

COMPLIANCE ANSWER
YES NO OFFER

X _____ _____

Tarp System

Specifying Donovan Sidewinder 350 tarp system with a 12 volt hydraulic pump assembly, and the control switch mounted on the driver side or equal

X _____ _____

Landing Gear

Two-speed, retractable, diagonally-braced with pad-type feet, capable of supporting a minimum of 180,000 lb. static load and capacity of 50,000 lb. with 100 feet/pounds of input.

X _____ _____

King Pin

Standard SAE approved 2-7/8" diameter with 3/8" mounting plate, designed to be compatible with the fifth wheel on the existing tractors. **Note: King pin setback to be no more than 36 inches.**

X _____ _____

Axles and Suspension

Trailer shall be equipped with a tandem axle arrangement which shall consist of 48,000 lb. capacity, tandem spring suspension and two (2), 22, 500 – 25,000 lb. axles, minimum.

X _____ _____


 Initials

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

DESCRIPTION

Paint

All steel components and assemblies are to be sand or shot-blasted, primed with zinc chromate and painted with DuPont aluminum, coated with clear, rubberized color guard. Aluminum is to remain natural and unpainted. Provide corrosion protection on all points where metal overlaps metal, a corrosion preventing bearer shall be provided between the joint. **Note:** Manufacturer shall strictly adhere to the standards and requirements of the paint and rust preventive manufacture. All workmanship, material selection and design shall, in every respect, be in accordance with the best current practice in the industry.

COMPLIANCE ANSWER

<u>YES</u>	<u>NO</u>	<u>OFFER</u>
------------	-----------	--------------

X		
---	--	--

Miscellaneous

Provide a seven way receptacle box with circuit breakers

X		
---	--	--

Provide an electronic back-up alarm

X		
---	--	--

Training

The training shall be completed within one (1) week after the installation of the equipment, with scheduling of dates and times to be agreed upon by the City.

X		
---	--	--

Owners Manuals

Provide all manuals, DVD format preferred, however, book format is acceptable.

Service Manual

X		
---	--	--

Parts Manual

X		
---	--	--

Operators Manual

X		
---	--	--

CS

 Initials

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

DESCRIPTION

Warranty

Manufacturer shall provide warranty existing of:

- 24 months, 100% parts and labor on entire unit
- All repairs shall be completed within seventy-two (72) hours from notification by the City of Bartlett to the Vendor.
- Must have a factory trained repair technician and fully equipped service truck available to perform timely repairs.
- Servicing Dealer within 50 miles*

COMPLIANCE ANSWER
YES NO OFFER

X	_____	_____
X	_____	_____
X	_____	_____
X	_____	_____

*Note: Provide name, address and distance from City of Bartlett:

GRACE TRAILER SERVICE

1224 CHANNEL AVENUE

TOMMY EDWARDS

MEMPHIS TN 38103

Servicing Dealer Name

Address

30

Distance from City (miles)

NOTE: The warranty shall begin on the date the unit is placed in service. Days out of service due to warranty repairs will be excluded from the warranty period.

ALL WARRANTY INFORMATION TO BE PROVIDED WITH DELIVERY OF VEHICLE.

DELIVERY

Bidder shall state delivery time after receipt of order on the Bid Pricing Sheet.

WALKING FLOOR TRANSPORT TRAILER must be delivered to:

City of Bartlett – Fleet Services

3583 Altruria Rd.

Bartlett, TN 38135

ACCEPTANCE

Final acceptance shall be subject to the inspection and approval of the City of Bartlett Fleet Services.

End of Specifications

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

BID PRICING SHEET

((One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form))

"WALKING FLOOR TRANSPORT TRAILER"

Delivered Price \$ 79,881.00

Time required for delivery: 90-120 ARO days.

Total Bid in Words:

SEVENTY-NINE THOUSAND, EIGHT HUNDRED EIGHTY-ONE DOLLARS

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE.

SPECTOR MANUFACTURING INC
 NAME OF FIRM

cspector@spectec.biz
 Email

CHARLES SPECTOR
 Authorized Representative
 (Typed or Printed)

570-429-2510
 Phone


 Authorized Representative Signature

10/09/2020
 Date

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

WALKING FLOOR TRANSPORT TRAILER
 Sealed Bid: FY2021-09-008
 DUE: October 15, 2020

BID PRICING SHEET

((One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form))

"WALKING FLOOR TRANSPORT TRAILER"

Delivered Price \$ 79,861.00

Time required for delivery: 90-120 ARO days.

Total Bid in Words:

SEVENTY-NINE THOUSAND, EIGHT HUNDRED SIXTY-ONE DOLLARS

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE.

SPECTOR MANUFACTURING INC
 NAME OF FIRM

cspector@spectec.biz
 Email

CHARLES SPECTOR
 Authorized Representative
 (Typed or Printed)

570-429-2510
 Phone


 Authorized Representative Signature

10/09/2020
 Date

Attachment: Specs- Walking floor transport trailer 11-10-20 (2876 : Walking floor trailer)

SPECTOR MANUFACTURING INC. WARRANTY

Spector Manufacturing, Inc. (SMI) warrants each new Spec Tec Trailer to be free from defects in material and workmanship, under normal use and service, to the original purchaser only, for a period of two (2) year(s), subject to conditions outlined below. SMI's sole obligation under this warranty is limited to repair or replacement (with similar genuine parts) of any part of the product of our manufacture which is returned to us within thirty (30) days after discovery of the defect, properly identified, with transportation charges prepaid, and not more than one (2) year(s) after purchase by the original user, provided that in our judgment the part is defective.

SMI will furnish without charge, FOB our plant, a similar genuine part to replace any part of a product of our manufacture which proves to be defective under normal use and service during this period.

SMI's warranty or obligation in connection with the sale of this trailer:

1. Shall be expressly limited to the repair or replacement of defective parts, as stated above, and covers only those labor charges specifically authorized by the manufacturer; all other damages and claims, statutory or otherwise, being hereby expressly waived by the purchaser.
2. Shall not apply to any failure or damage incurred through neglect, lack of maintenance, misuse, accident, improper installation of wet lines, service call expenses, travel time and mileage, normal service items (filters, hydraulic oil, lubrication, hydraulic leaks, etc.), pressure settings and adjustments, equipment operated improperly (i.e. improper pressure settings, etc.), redesigning of assemblies, or through any other cause natural or otherwise beyond the control of the manufacturer.
3. Shall not apply if the equipment has been operated beyond such warranty as is made by such manufacturers.

No claim under this warranty shall be valid unless such claim is submitted within (2) year(s) after date of sale or within thirty (30) days after the discovery of the defect which is the basis for such claim, whichever event occurs first.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR TITLE) EXPRESS OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SMI ASSUME LIABILITY FOR LOSS OF PRODUCT, TIME, OR ANY OTHER CONSEQUENTIAL DAMAGES.

FACTORY AUTHORIZATION MUST BE OBTAINED BEFORE MAKING ANY WARRANTY REPAIRS OR REPLACEMENT.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/08/20 06:00 PM

Department: Police

Category: Bid

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Bid for four Dodge Chargers.

On October 23, 2020, an ad was placed in *The Daily News*. On November 12, 2020, the City of Bartlett received one bid, which was opened at City Hall.

We recommend the bid be awarded to Louisville Chrysler Dodge Jeep Ram for a total cost of \$109,523.28. Funds are available in Account 129.48129.935.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/08/20 06:00 PM

Department: Police

Category: Purchase

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Purchase of one 2021 Dodge Ram Crew Cap Truck.

On October 23, 2020 an ad was placed in *The Daily News*. The City of Bartlett received one bid, which was opened at City Hall.

The bid received was from Louisville Chrysler Dodge Jeep Ram for \$30,202.36. We recommend not accepting this bid, as the State Contract price of \$29,983.00 is lower than the bid cost.

This is a budgeted expense and funds are available in Accounts 124.48124.935 and 110.42100.182.



BARTLETT POLICE DEPARTMENT INVESTIGATIVE SERVICES

3730 Appling Road Bartlett, TN 38133
901-385-5565



7.5.a

Chief Cox,

On October 23, 2020, an invitation for sealed bids was placed on the City of Bartlett's website in an effort to obtain pricing for the purchase of a Crew Cab Pick-up Truck. An email was sent to (15) prospective bidders and an advertisement was also placed in the Memphis Daily News. One vendor responded and submitted a sealed bid in the amount of \$30,202.36. Upon review, the responding vendor's bid was higher than that of the State of Tennessee CDJR Contract Price. As a result, we respectfully request to purchase a 2021 Ram 1500 Crew Cab 4x2 Pickup Truck from the State of Tennessee Vehicle Contract Vendor, Columbia CDJR, for \$29,983.

This item was budgeted in our current fiscal year and \$36,496.53 in funds are available in the following accounts:

- State Drug Fund #12448124.935 – available balance of \$16,876.05.
- Sex Offender Registry #11042100.182 – available balance of \$19,620.48.

A quote from Columbia CDJR and all supporting documents are attached for review. Your consideration of this request is greatly appreciated.

Respectfully,

Christopher M. Golden

Chris Golden, Chief Inspector
Bartlett Police Department

PLEASE MAKE AN agenda request
11-16-20

Attachment: Crew Cab PU (2880 : Unmarked Police Vehicle Purchase, State Contract)



106 South James Campbell Boulevard
Columbia, TN 38401

Bill To:

Town of Bartlett

State Contract Quote

DATE

November 16, 2020

FLEET ID#

48986

QUOTE ID#

20-10-01-30503

Quote valid until:

End of Model Year Ordering

Prepared by:

Russell Moles

Regional Fleet Sales Manager

VIN# TBD

Tennessee State Wide Contract Price Quote

Vehicle Description	Model Code	AMOUNT
2021 - 1500 BIGHORN CREW 4X2 (144.5 in WB 5 FT 7 IN box)	DT1H98	\$ 27,313.00
5.7L V8 HEMI MDS VVT Engine		
8-Spd Auto 8HP75 Trans		
Factory Equipment Installed Equipment / Packages		
Cloth Bench Seat/Black/Diesel Gray	T9/ -X9	\$ -
ParkView Rear Back-up Camera		
Power Windows, Driver One-Touch		
Power Locks		
Remote Keyless Entry		
Integrated Voice Command w/Bluetooth		
Factory Installed Optional Equipment		
Big Horn Level 1 Equipment Group	A62	\$ 1,300.00
Parksense Ft/Rr Park Assist w/Stop	XH4	\$ 495.00
Diamond Black Crystal P/C	PXJ	\$ 100.00
3.92 Rear Axle Ratio	DMH	\$ 95.00
E-Locker Rear Axle	DSH	\$ 545.00
Mopar Front & Rear Rubber Floor Mats	CLF	\$ 135.00
TOTAL DELIVERED COST		\$ 29,983.00

If you have any questions concerning this quotation please contact me at rmoles@cdjrcolumbia.com

Pricing w/Option Pricing is Good for Current Model Year Only

Ordered Units not currently in dealer inventory are subject of production by Fiat-Chrysler

Order-to-Delivery (Assembly, Transportation, Etc) is controlled directly by Fiat-Chrysler not by CDJR of Columbia

Attachment: Crew Cab PU (2880 : Unmarked Police Vehicle Purchase, State Contract)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/08/20 06:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for Exhaust Recovery System.

On October 2, 2020 the Request for Proposal was advertised in *The Daily News*. A pre-bid meeting was held on October 15, 2020 with six attendees, three general contractors and three sub-contractors. Three proposals were received on November 6, 2020.

Proposals were received from the following companies:

Clean Air Concepts	\$41,186.00
EDI, LLC	\$46,107.00
CS3	\$75,720.00

We recommend the bid be awarded to Clean Air Concepts for a total price of \$41,186.00.

Funds are available in Account 311.48311.785.25820.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/08/20 06:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission Report for November 2020.

NEW BUSINESS

Public Hearing

Special Use Permit

1. Tavern, Cocktail Lounge, Night Club, Bar Use, 2965 N Germantown Pkwy Suite 111 (Willis White Jr., C&W Enterprises LLC dba Sticks & Stones)

Director Kim Taylor informed us that applicant Mr. Willis White, Jr. with C & W Enterprises, LLC. is requesting Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Special Use Permit for the operation of a Cigar Bar, Lounge, and Limited Service Restaurant at 2965 N. Germantown Parkway, Suite 111. This property is in the "C-H" Highway Business Zoning District.

According to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Tavern, Cocktail Lounge, Night Club, Bar. This business falls within that category based on the description of that business provided by the applicant.

Other uses surrounding the property and/or business include: car dealerships, a dermatology office, childcare center, pediatric office, a psychiatrist office, restaurants, hotel, instrument store, fitness gym, physical therapy clinic, an insurance office, a leathercraft store, office, and automobile gas stations with convenience stores.

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

Denied favorable recommendation for approval with conditions of staff by a vote of 4 - 3.

Subdivision

Master Plan

2. Livingston Subdivision, 4210 Broadway Road (David Bray, Bray Firm)

Director Taylor reported to the board that the applicant, Mr. David Bray with The Bray Firm on behalf of the property owners of 4210 Broadway Road is requesting approval of a Master Plan for a 2-lot subdivision. The property is located within the "R-E" Residential Estate Single Family Zoning District.

Specifically, the applicant would like to subdivide a 10.25-acre parcel of land into a 1.68-acre lot

and an 8.48-acre lot. The existing lot has a home, barn and guest unit which will remain on what will be known as Lot 1 of the subdivision. However, Lot 1 did not meet the lot width requirement of 150 at its road frontage but has received a variance from the Board of Zoning Appeals to permit the 50 width at the road frontage.

Lot 2 will be a vacant parcel which is planned to be sold for the future construction of a single family house, and it complies with the standard bulk regulations of the zoning ordinance.

Each lot will have access from Broadway Road.

Recommendation: Approval with conditions.

Approved with conditions.

Final Plan

3. Livingston Subdivision, 4210 Broadway Road (David Bray, Bray Firm)

Director Taylor informed the board that Mr. David Bray with The Bray Firm on behalf of the property owners of 4210 Broadway Road is requesting approval of a Final Plan for a 2-lot subdivision. The property is located within the "R-E" Residential Estate Single Family Zoning District.

This is a conjunctive with the Master Plan application for a two lot subdivision that you just heard. Again the 10.25-acre parcel of land will be subdivided with Lot 1 being 8.48 acres and Lot 2 being 1.68-acres. Lot one will keep all of its existing structures, but Lot 2 will be vacant and sold for the future development of a single family home.

On October 15, 2020 the Board of Zoning Appeals approved a variance, to allow Lot 1 to be 50-foot in width at its road frontage, instead of the Zoning Ordinance requirement of 150-feet. Lot 2 will comply with all of the Zoning Ordinance's bulk regulations.

Recommendation: Approval with conditions.

Approved with conditions.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

REVIEWED**AGENDA ITEM**

Meeting: 12/08/20 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Presentation of General Obligation Bonds, Series 2020.

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Bonds, Series 2020. The attached form reflects the \$8,000,000 bonds approved on October 27, 2020.

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	City of Bartlett
Address	64000 Stage Road
	Bartlett, TN 38134
Debt Issue Name:	Loan Agreement between PBA Clarksville and City of Bartlett
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	
	\$ 8,000,000.00
Premium/Discount:	\$ 0.00

3. Interest Cost:	
	1.8300 %
☒ Tax-exempt ☐ Taxable	
☒ TIC ☐ NIC	
☐ Variable: Index _____ plus _____ basis points; or	
☐ Variable: Remarketing Agent _____	
☐ Other: _____	

4. Debt Obligation:	
☐ TRAN ☐ RAN ☐ CON ☐ BAN ☐ CRAN ☐ GAN ☐ Bond ☒ Loan Agreement ☐ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	

5. Ratings:	
☒ Unrated	
Moody's _____	Standard & Poor's _____
	Fitch _____

6. Purpose:						
☐ General Government _____ % ☒ Education 100.00 % ☐ Utilities _____ % ☐ Other _____ % ☐ Refunding/Renewal _____ %	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: black; color: white;">BRIEF DESCRIPTION</th> </tr> <tr> <td>Portion of costs of Bartlett Municipal High School including furniture and equipment</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table>	BRIEF DESCRIPTION	Portion of costs of Bartlett Municipal High School including furniture and equipment			
BRIEF DESCRIPTION						
Portion of costs of Bartlett Municipal High School including furniture and equipment						

7. Security:	
☒ General Obligation ☐ Revenue ☐ Annual Appropriation (Capital Lease Only)	☐ General Obligation + Revenue/Tax ☐ Tax Increment Financing (TIF) ☐ Other (Describe): _____

8. Type of Sale:	
☐ Competitive Public Sale ☐ Interfund Loan ☐ Negotiated Sale ☒ Loan Program	PBA City of Clarksville
☐ Informal Bid	

9. Date:	
Dated Date: 12/15/2020	Issue/Closing Date: 12/15/2020

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$ 330,000.00	1.8300 %	2032	\$ 409,000.00	1.8300 %
2022	\$ 336,000.00	1.8300 %	2033	\$ 417,000.00	1.8300 %
2023	\$ 343,000.00	1.8300 %	2034	\$ 426,000.00	1.8300 %
2024	\$ 350,000.00	1.8300 %	2035	\$ 434,000.00	1.8300 %
2025	\$ 357,000.00	1.8300 %	2036	\$ 443,000.00	1.8300 %
2026	\$ 364,000.00	1.8300 %	2037	\$ 452,000.00	1.8300 %
2027	\$ 371,000.00	1.8300 %	2038	\$ 460,000.00	1.8300 %
2028	\$ 378,000.00	1.8300 %	2039	\$ 470,000.00	1.8300 %
2029	\$ 386,000.00	1.8300 %	2040	\$ 479,000.00	1.8300 %
2030	\$ 394,000.00	1.8300 %		\$	%
2031	\$ 401,000.00	1.8300 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 8,000	Bone McAllester Norton PLLC
Issuer's Counsel	\$ 1,000	Runyon and Runyon
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 39,000	TMBF administration, legal fees, and expenses
TOTAL COSTS	\$ 48,000	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)**12. Recurring Costs:**☐ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin	14	TMBF Administration Fee
Other		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link☐ Copy attached

or

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes☐ NoIf yes to either question, date that disclosure is due One year from fiscal year endName and title of person responsible for compliance Director of Finance**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/05/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSLF:

on _____

either by:

☐ Mail to:Cordell Hull Building
425 Fifth Avenue North, 4th Floor
Nashville, TN 37243-3400

OR

☒ Email to:SLF.PublicDebtForm@cot.tn.gov**18. Signatures:**A. Keith McDonald
AUTHORIZED REPRESENTATIVE

PREPARER

Name A. Keith McDonaldTitle MayorFirm MayorEmail kmcdonald@cityofbartlett.org

Date _____

AdministratorTennessee Municipal Bond Fundlmooningham@tmbf.net

City of Bartlett Debt Summary

CT-0253 - Report on Debt Obligation
Item No. 10 - Maturity Dates, Amounts and Interest Rates

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	\$ -	0.00%	1	\$ 6,967,000	7.20%
5	\$ 1,359,000	16.99%	5	\$ 32,629,000	33.70%
10	\$ 3,215,000	40.19%	10	\$ 57,313,000	59.19%
15	\$ 8,000,000	100.00%	15	\$ 83,073,000	85.80%
20	\$ 8,000,000	100.00%	20	\$ 96,823,000	100.00%
25	\$ 8,000,000	100.00%	25	\$ 96,823,000	100.00%
30	\$ 8,000,000	100.00%	30	\$ 96,823,000	100.00%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/08/20 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for October 2020.



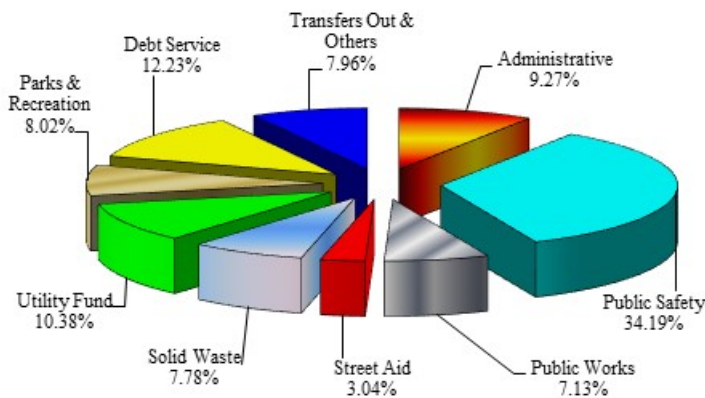
City of Bartlett

FINANCIAL REPORT

October 31, 2020

Total Expenditures, FY 2021 Budget: \$85,955,789

WHERE THE \$ GOES (Does not include School)

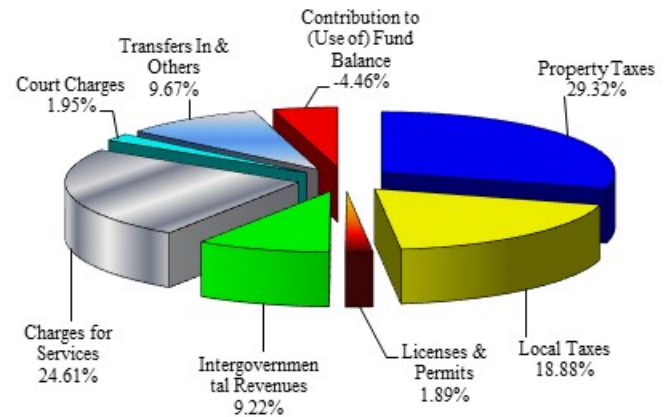


BUDGET HIGHLIGHTS

- June 30, 2020 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2020 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2019 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2021 Budget: \$85,955,789

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



FY 2021 YEAR-TO-DATE For The Period Ending October 31, 2020

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,319,463	\$ 2,212,368
Public Safety	28,675,627	9,608,283
Public Works	6,004,981	1,922,963
Parks and Recreation	6,289,003	1,925,598
Performing Arts	601,966	120,976
Transfers & Other Gen. Fund Items	6,084,019	1,737,826
Subtotal	\$ 54,975,059	\$ 17,528,014
General Fund Revenues		
Property Taxes	\$ 25,205,000	\$ 897,756
Local Taxes	12,948,653	2,519,351
Building and Development Fees	1,626,500	445,861
Intergovernmental	5,763,000	927,106
Charges for Services	3,413,000	766,274
Court Charges	1,410,000	509,910
Other Revenue	4,608,906	4,548,025
Subtotal	\$ 54,975,059	\$ 10,614,282
Special Rev. Funds - Expenditures	\$ 11,549,138	\$ 3,446,168
Special Rev. Funds - Revenues	\$ 11,549,138	\$ 3,806,458
Utility Expenses	\$ 9,712,500	\$ 2,904,529
Utility Revenues	\$ 9,712,500	\$ 3,327,632
Debt Service Expenditures	\$ 9,288,449	\$ 6,475,149
Debt Service Revenues	\$ 9,288,449	\$ 1,909,730
Total Expenditures	\$ 85,525,146	\$ 30,353,860
Total Revenues	\$ 85,525,146	\$ 19,658,102

Note: FY 2021 Adopted Budget includes use of fund balance in the General Fund, the Special Revenue Funds, the Utility and the Debt Service Fund.

Attachment: Oct20FinRpt (2879 : Treasurer's Report for October 2020.)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending October 31, 2020

	FY 2020 Unaudited Actual	FY 2021 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2020	Year-to-Date Actual FY 2021	Increase/ Decrease in \$	Percent of FY 2020 Actual	Percent of FY 2021 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,751,319	\$ 7,319,463	\$ (431,856)	\$ 2,344,600	\$ 2,212,368	\$ (132,232)	30.25%	30.23%	-0.02%
Public Safety	27,760,465	28,675,627	915,162	9,523,312	9,608,283	84,971	34.31%	33.51%	-0.80%
Public Works	6,458,857	6,004,981	(453,876)	2,280,065	1,922,963	(357,101)	35.30%	32.02%	-3.28%
Parks and Recreation	5,240,721	6,120,690	879,969	2,079,248	1,925,598	(153,650)	39.67%	31.46%	-8.21%
Performing Arts	595,582	770,279	174,697	271,531	120,976	(150,555)	45.59%	15.71%	-29.89%
Transfers & Other Gen. Fund Items	5,513,783	6,084,019	570,236	2,346,019	1,737,826	(608,193)	42.55%	28.56%	-13.98%
Total General Fund Expenditures	\$ 53,320,726	\$ 54,975,059	\$ 1,654,333	\$ 18,844,775	\$ 17,528,014	\$ (1,316,761)	35.34%	31.88%	-3.46%
General Fund Revenues									
Property Taxes	\$ 26,104,843	\$ 25,205,000	\$ (899,843)	\$ 1,024,513	\$ 897,756	\$ (126,758)	3.92%	3.56%	-0.36%
Local Taxes	13,754,798	12,948,653	(806,145)	2,397,392	2,519,351	121,958	17.43%	19.46%	2.03%
Building and Development Fees	1,543,949	1,626,500	82,551	431,497	445,861	14,364	27.95%	27.41%	-0.54%
Intergovernmental	6,462,189	5,763,000	(699,189)	883,298	927,106	43,808	13.67%	16.09%	2.42%
Charges for Services	3,529,930	3,413,000	(116,930)	1,419,722	766,274	(653,448)	40.22%	22.45%	-17.77%
Court Charges	1,209,473	1,410,000	200,527	491,268	509,910	18,642	40.62%	36.16%	-4.45%
Other Revenue	480,352	4,608,906	4,128,554	123,883	4,548,025	4,424,141	25.79%	98.68%	72.89%
Total General Fund Revenues	\$ 53,085,534	\$ 54,975,059	\$ 1,889,525	\$ 6,771,575	\$ 10,614,282	\$ 3,842,707	12.76%	19.31%	6.55%
Special Revenue Funds									
Street Aid Fund	\$ 2,482,694	\$ 2,610,000	\$ 127,306	\$ 996,148	\$ 605,003	\$ (391,145)	40.12%	23.18%	-16.94%
Solid Waste Fund	6,857,392	7,282,780	425,388	1,715,528	1,760,725	45,197	25.02%	24.18%	-0.84%
General Improvement Fund	803,953	820,500	16,547	456,018	229,566	(226,452)	56.72%	27.98%	-28.74%
Drug Enforcement Fund	123,191	306,200	183,009	14,409	34,710	20,301	11.70%	11.34%	-0.36%
DEA Enforcement Fund	141,454	378,700	237,246	139,784	26,265	(113,519)	98.82%	6.94%	-91.88%
Drainage Control Fund	106,946	120,558	13,612	35,397	37,017	1,620	33.10%	30.70%	-2.39%
Park Improvement Fund	22,700	0	(22,700)	0	0	0	0.00%	#DIV/0!	#DIV/0!
E-Citation Fund	9,608	30,400	20,792	204	6,732	6,528	0.00%	22.14%	22.14%
Grant Funds	1,387,330	0	(1,387,330)	87,240	746,151	658,911	6.29%	0.00%	-6.29%
Special Revenue Funds - Expenditures	\$ 11,935,268	\$ 11,549,138	\$ (386,130)	\$ 3,444,728	\$ 3,446,168	\$ 1,441	28.86%	29.84%	0.98%
Special Revenue Funds - Revenues	\$ 11,998,984	\$ 11,549,138	\$ (449,846)	\$ 3,106,967	\$ 3,806,458	\$ 699,491	25.89%	32.96%	7.07%
Utility Fund									
Total Utility Operations	\$ 6,835,371	\$ 8,921,824	\$ 2,086,453	\$ 2,624,535	\$ 2,184,844	\$ (439,691)	38.40%	24.49%	-13.91%
Total Utility Debt Expenses	1,160,668	1,221,319	60,652	715,977	719,685	3,708	61.69%	58.93%	-2.76%
Total Utility Expenses	\$ 7,996,038	\$ 10,143,143	\$ 2,147,105	\$ 3,340,513	\$ 2,904,529	\$ (435,984)	41.78%	28.64%	-13.14%
Total Utility Revenues	\$ 9,693,500	\$ 10,143,143	\$ 449,643	\$ 3,292,448	\$ 3,327,632	\$ 35,184	33.97%	32.81%	-1.16%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,609,215	\$ 9,288,449	\$ 679,234	\$ 6,037,561	\$ 6,475,149	\$ 437,587	70.13%	69.71%	-0.42%
Total Debt Service Revenues	\$ 8,138,085	\$ 9,288,449	\$ 1,150,364	\$ 1,832,742	\$ 1,909,730	\$ 76,988	22.52%	20.56%	-1.96%
Total Expenditures	\$ 81,861,248	\$ 85,955,789	\$ 4,094,541	\$ 31,667,577	\$ 30,353,860	\$ (1,313,717)	38.68%	35.31%	-3.37%
Total Revenues	\$ 82,916,103	\$ 85,955,789	\$ 3,039,686	\$ 15,003,732	\$ 19,658,102	\$ 4,654,370	18.10%	22.87%	4.77%

Attachment: Oct20FinRpt (2879 : Treasurer's Report for October 2020.)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 12/08/20 06:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Shene Simon to Parks and Recreation Advisory Board.

Shene Simon will fill the position vacated by Warren Young. Her term will expire December 31, 2022.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 12/08/20 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education.

This Memorandum of Understanding, dated this ____ day of December, 2020 by and between the City of Bartlett ("City") and the Bartlett City Board of Education ("School Board") documents the assurances, obligations, and related information regarding the provision of copier services.

WHEREAS, the School Board was lawfully established by local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, the School Board is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Bartlett, Tennessee; and

WHEREAS, the School Board commenced instruction beginning with the 2014-2015 school year and has continued instruction each year thereafter; and

WHEREAS, the School Board is in need of copiers in furtherance of the educational purposes set forth in Tennessee law, but the School Board desires to pay for said copiers over a term that exceeds the current fiscal year; and

WHEREAS, the City is a Tennessee municipal corporation; and

WHEREAS, the City is authorized to enter into operating leases pursuant to Tennessee Code Annotated §7-51-901, et seq., and has agreed to do so on behalf of the School Board in order for the School Board to obtain said copiers; and

WHEREAS, the City and the School Board enter into this memorandum of understanding to memorialize the School Board's repayment for said copiers over a five-year period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

1. **Acknowledgment as to the Purpose of the NovaTech Lease.** For the purpose of leasing no more than thirty (30) NovaTech Copiers, with a cost not to exceed Five Hundred Dollars \$500 per copier, for use by employees in the Bartlett Schools, and for allowing the School Board to pay for said copiers over a five-year period, the City agrees to amend its Schedule to Master Image Management Agreement #106298 between NovaTech and the City of Bartlett, a true and correct copy of which is attached hereto as Exhibit "A." (the "Lease").
2. **Repayment of Lease by the School Board to the City.** The School Board

agrees to reimburse the City for all school copier payments under the Lease, and for all costs associated with or obligations or claims arising out of such Lease, until all obligations under the Lease are satisfied. The School Board represents and acknowledges that it has sufficient funds in its operating budget to reimburse the City for the yearly costs of the Lease. The source of repayment by the School Board shall include any and all sources of funds legally available to retire such obligations. The City shall, after paying each monthly payment due under the Lease, request repayment of said payment from the School Board, said repayment being due within ten (10) days of the School Board receiving such request. The City shall have the right to request repayment of all school copier payments it has actually made under the terms of the Lease, as well as any costs, claims, judgments or other obligations that it has incurred as a result of its entering into the Lease. In the event that the School Board fails to make any requested repayment in a timely fashion, then the City shall have the right to withhold the amount of the repayment from any tax levied and collected by the City for the benefit of the School Board, and to credit such amounts against any funds that the City is otherwise obligated to provide to the School Board. It is the intent of the parties that all of the school copier costs and obligations arising out of the Lease and paid by the City, shall be reimbursed by the School Board under this Memorandum of Understanding.

3. **Possession of Copiers.** The possession and title, if applicable, of the school copiers obtained under the Lease shall immediately pass to the School Board. The School Board shall have the sole obligation and responsibility to inventory, image, maintain and otherwise control said copiers. All support, training and software included in the Lease shall be for the exclusive benefit of the School Board, and the School Board shall have the exclusive right to all benefits or warranties conferred under the Lease, if any. Any claim for breach or any other claim under or associated with the Lease shall inure to the benefit of the School Board and all costs associated with the litigation or enforcement of said claims shall be the sole responsibility of the School Board. The City shall have no obligation to maintain, repair, outfit, or otherwise ensure that such copiers comply with the needs of the School Board. The School Board shall be solely responsible to ensure that all software and software licenses, if any, and the use thereof, shall comply with state and federal law and that any such violation of trademark, copyright, or patent law, or any claim as it pertains to or is associated with the use of said copiers, shall be the sole obligation and responsibility of the School Board.
4. **Term of Memorandum of Understanding.** The term of this Memorandum of Understanding shall commence on the date of this Memorandum of Understanding, and shall continue until such time as the obligations contained in the Lease are fully satisfied and all such funds paid thereunder with respect to the school copiers, and costs incurred, by the City have been repaid by the Board.

IN WITNESS WHEREOF, the City of Bartlett, Tennessee and the Bartlett City Board of Education have executed this Memorandum of Understanding as of the first day above written.

CITY OF BARTLETT

By: _____

Title: _____

BARTLETT CITY BOARD OF EDUCATION

By: _____

Title: _____

By: _____

Title: _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2885)

Meeting: 12/08/20 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Sam Harris
Initiator: Kim Taylor
Sponsors:
DOC ID: 2885

Set a public hearing for January 12, 2021 for Resolution 38-20, a resolution approving a special use permit to allow a tavern, cocktail lounge, night club, bar establishment to be located at 2965 North Germantown Parkway Suite 111, within the "C-H" Highway Business zoning district.

WHEREAS, an application has been made for a Special Use Permit to allow a Cigar Bar, Lounge, and Limited Service Restaurant establishment to be located at 2965 North Germantown Parkway Suite 111 within the "C-H" Highway Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Tavern, Cocktail Lounge, Night Club, Bar. This business falls within that category based on the description of that business provided by the applicant.

WHEREAS, the Planning Commission due to the COVID-19 Global Pandemic and adhering to all Federal, State and Local Emergency Proclamations and Guidelines to protect the health, safety and welfare of our citizens, held a meeting electronically via teleconference per Executive Order #65 on November 2, 2020. The Planning Commission reviewed the proposed Special Use Permit to allow a Tavern, Cocktail Lounge, Night Club, Bar establishment to be located at 2965 North Germantown Parkway Suite 111 on Monday, November 2, 2020, in accordance with their regulations and denied the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 12th day of January, 2021, and approved the Special Use Permit to allow a Tavern, Cocktail Lounge, Night Club, Bar establishment to be located at 2965 North Germantown Parkway Suite 111, subject to the following conditions:

Engineering Conditions: None

Planning Conditions:

1. Prior to opening the business, the applicant shall obtain a beer license from the City of Bartlett and a liquor license from the State of Tennessee.
2. Prior to opening the business the applicant shall establish a plan to deal with material, substance or condition which creates a public nuisances by the emission of odors, fumes, dusts, vapors, or gases that are offensive or which may imperil or affect the comfort, health or life of other persons. (See City Ordinance 12-502)
3. In keeping with the Tennessee Non-Smokers Protection Act (TCA Section 31-17-1801) the Applicant shall establish the Tavern, Cocktail Lounge, Night Club, Bar as an Age Restricted

Venue restricting access to the facility at all times to persons who are twenty-one (21) years of age or older by requiring each person who attempts to gain entry to such facility to submit for inspection an acceptable form of identification for the express purpose of determining if the person is twenty-one (21) years of age or older.

4. The applicant mentioned that there would be weekly live music. Applicant should be advised to ensure that all noise levels remain within the Noise Ordinance parameters. (Municipal Offenses Sections 11-102 and 11-103)
5. The applicant shall obtain Design Review Commission approval prior to installing/changing any signage or making any changes to the exterior.
6. 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.
7. 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.

Code Enforcement Conditions:

1. The applicant shall obtain building permits from the Code Enforcement Department for all interior remodeling changes
2. Prior to opening, the business the Applicant shall bring the leased space up to compliance with the 2015 Edition of the International Building Code.

Fire Marshall Comments:

1. Subject property already has a sprinkler system installed.

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

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

ADOPTED THIS 12th DAY OF JANUARY 2021.

W.C. Pleasant, Register to the
Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Penny Medlock, City Clerk

OCT 05 2020

RECEIVED

(date)

10/05/2020

Page 1 of 2

SpecUseDoc 1/2/2018

Susan Hines - Licensing Agent for WFL Retail
Coye-Lake Commercial

(signature)

Susan Hines

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

fee is not refundable.

Include a fee with this application (check payable to the City of Bartlett) of \$500.00 for five (5) acres or less, plus \$50.00 per acre (after the first five) to a maximum of \$3,000.00. The

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.

Provide 18-folded ($\pm 10" \times 13"$) sets of plans with a copy of the signed application attached to each set.

Attach a checked-off "Special Use Permit Checklist" and all items required therein.

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

Submitted by: Willis White Jr (signature) willis.white@gmail.com (printed name) 901-351-5625 (phone) 10/5/2020 (date)

Email Address _____

Address _____

Company Name _____

Engineer Contact _____

Phone _____

Email Address _____

Address _____

Company Name _____

Architect Contact _____

Phone _____

Email Address sticks.stevens@gmail.com

Address 2965 N. Germantown Pkwy Ste. 111

Company Name C3W Enterprises, LLC

Owner Developer Contact Willis White Jr

Phone 901-351-5625

Present Zoning CH

Property Address 2965 N. Germantown Pkwy Ste. 111

Requested Special Use Cigar Bar, Lounge & Restaurant

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

Bartlett Planning Commission
Application for Special Use Permit Approval

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

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

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

September 30, 2020

Greetings,

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

Tuesday - Thursday 3pm - 10pm

Friday & Saturday 12pm - 12am

Sunday 12pm - 8pm.

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

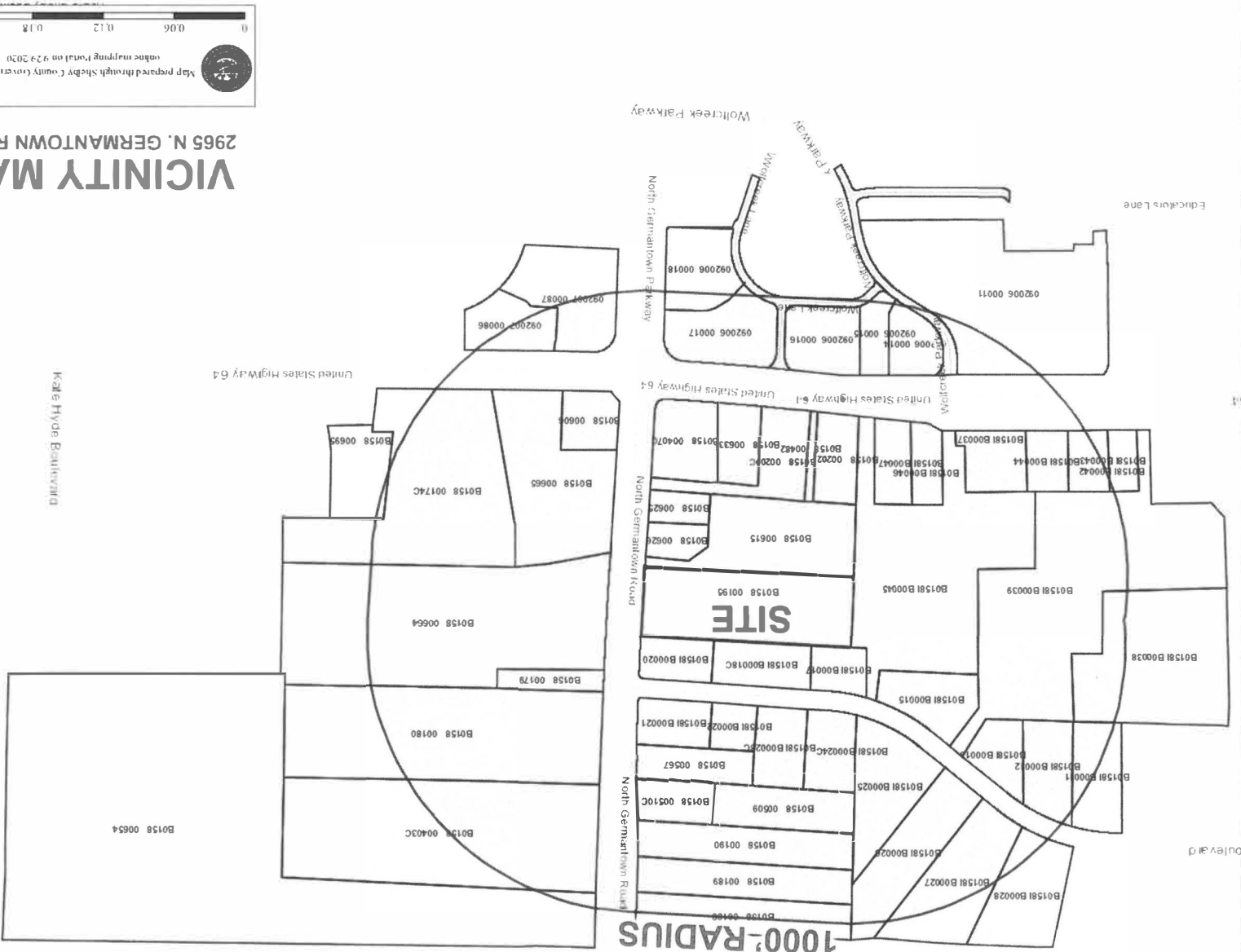
Thank You,

Willis White Jr., Owner

Tavaris Jones, Owner

Sticks X Stones

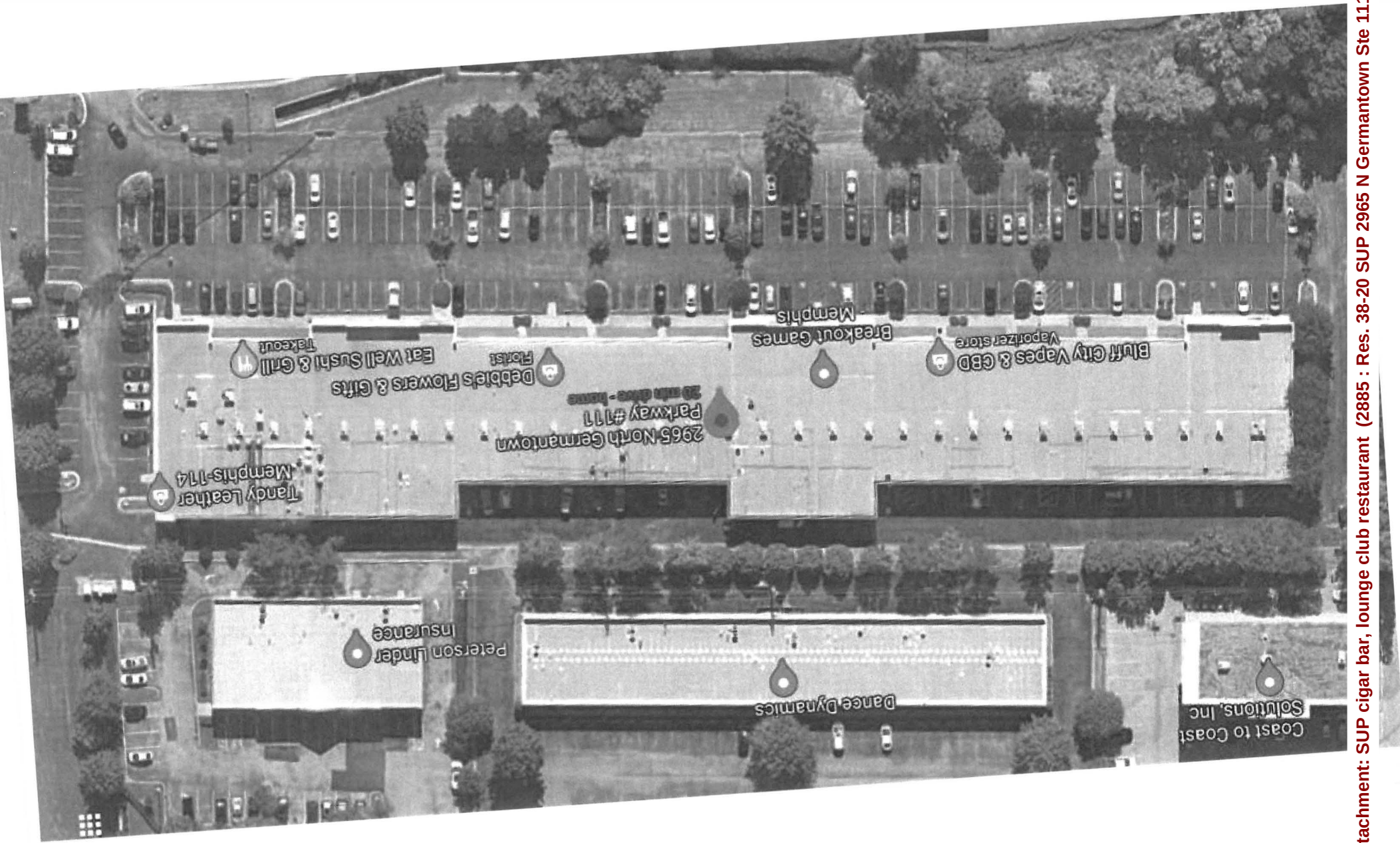
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58	00667 - TAYLOR SUSANNE DVM LIVING TRUST
58	00509 - GEESLIN JO ANN REVOCABLE LIVING TRUST
58	00190 - PATEL RAJESH AND RAKESH ARVIND PATEL
58	B00027 - AVMAC PROPERTIES G P (1/3%) AND INLAND
58	B00026 - NEW CFH LLC
58	00188 - GERMANTOWN ROAD LLC
58	00189 - GERMANTOWN ROAD LLC
58	B00025 - STAGE HILLS HOLDINGS LLC
58	B00024C - WE LOVE KIDS LLC
58	B00022 - DUNBAR JAMES H II
58	B00038 - MALCO STAGE ROAD LLC
58	B00047 - HAND CUT STEAKS ACQUISITIONS INC
58	B00017 - MASCOM PROPERTIES LLC
58	00179 - WOODBURY MICHAEL & ANGELA
58	00664 - HIGHWAY SIXTY FOUR LLC
58	00195 - WFL RETAIL LLC
58	00615 - CORDOVA HOTEL LLC
58	00665 - MBR ENTERPRISES LLC
58	00626 - WOLFLAKE INVESTMENT GROUP LLC
58	00625 - COLLIS FOODS INC (DBA) WAFLE HOUSE 1277
58	00482 - MC DONALDS REAL ESTATE CO
58	B00037 - BANK OF BARTLETT
58	00407C - MACS CONVENIENCE STORES LLC
58	00014 - HERITAGE WOLF CREEK I LLC
58	00016 - HERITAGE WOLF CREEK III LLC
58	00018 - BRIXMOR WOLF CREEK OUTPARCEL OWNER LLC
58	B00028 - STRATAS FOODS LLC
58	B00011 - GREGORY REALTY GP
58	B00012 - GREGORY REALTY GP
58	B00013 - VANDERVOORT GUS A
58	B00023C - KEELING CO
58	B00015 - BARTLETT PEDIATRICS
58	B00018C - MASCOM PROPERTIES L C
58	B00020 - EPHLIN INSURANCE GROUP INC
58	00202 - SOUTHERN SECURITY FEDERAL CREDIT UNION
58	00015 - HERITAGE WOLF CREEK III LLC
58	00174C - HJ & F LLC
58	00633 - GTP STAGE LLC
58	00011 - DAYTON HUDSON CORPORATION
58	00606 - MACS CONVENIENCE STORES LLC
58	B00046 - SSI INVESTMENTS LIMITED
58	B00045 - KOSTEN ALAN L AND STANLEY ROSENBLUM &
58	B00021 - TAYLOR SUSANNE
58	00695 - OAK GROVE MISSIONARY BAPTIST CHURCH
58	B00039 - STAGE ROAD SHOPPING CENTER GROUP L LC
58	B00042 - MALCO STAGE HOLDING CO (PSO)
58	B00043 - COOK OUT-BARTLETT INC
58	00200C - GOLDEN ARCH LTD PSHP
58	00510C - DMB HOLDING I LLC
58	00180 - SKELTON HOMER D INTER WVOS TRUST
58	00403C - JWE ACE LLC
58	00087 - ARCP RUBB MEMPHIS TN LLC
58	00086 - ARCP RUBB MEMPHIS TN LLC
58	00024 - L & G DEVELOPMENT (PSO)
58	00025 - L & G DEVELOPMENT (PSO)
58	00017 - HERITAGE WOLF CREEK III LLC







Attachment: SUP cigar bar, lounge club restaurant (2885 : Res. 38-20 SUP 2965 N Germantown Ste 111



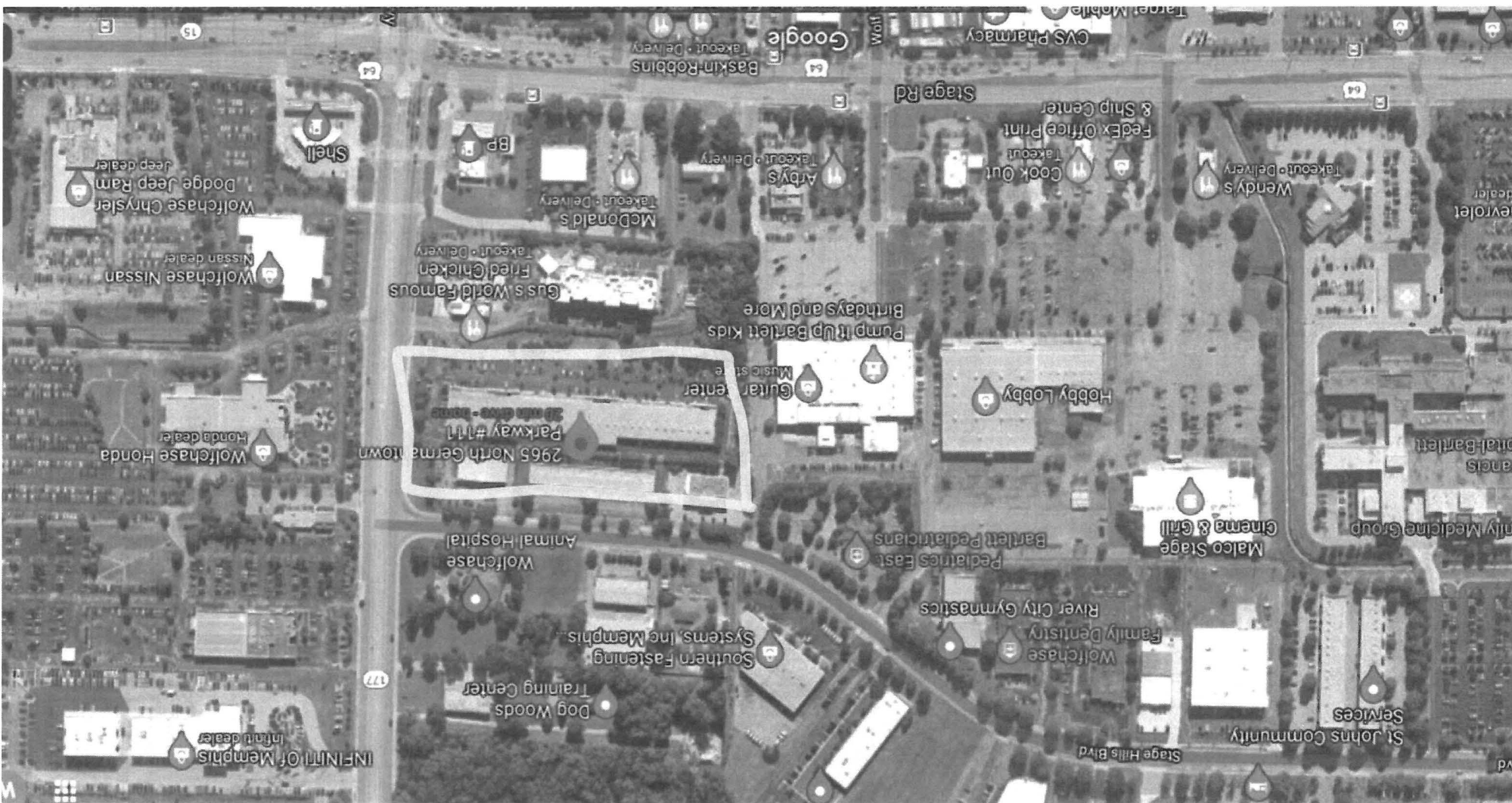
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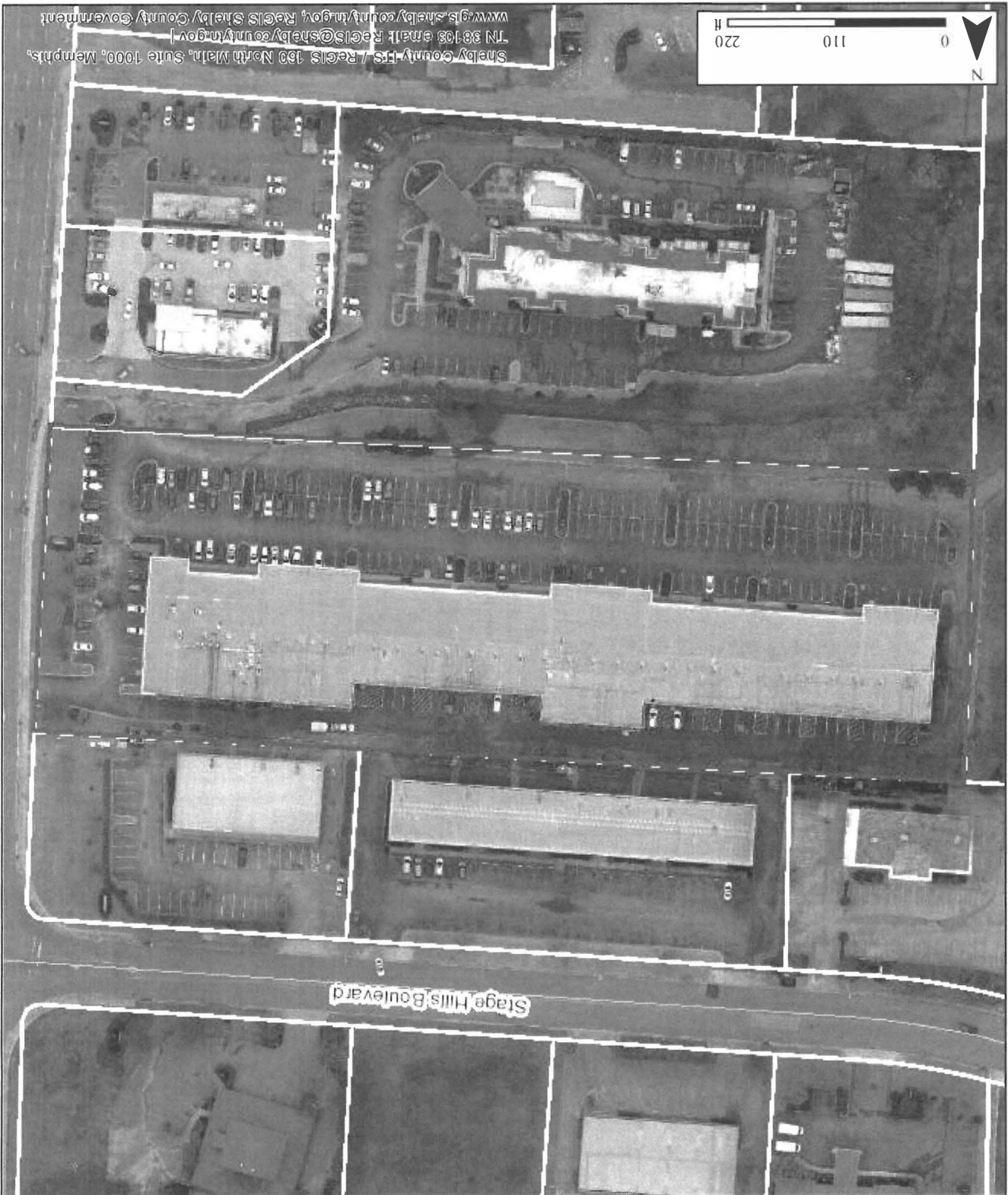




Shelby County Register of Deeds
Shelandra Y. Ford

WFL RETAIL LLC
Parcel Address: 2965 N GERMANTOWN RD
Parcel ID: B0158 00195
2010 Appraisal: \$4,605,000
District: BARTLETT
Year Built: 5
Division: GEORGE M ABERNATHY
Lot BK & PG: 188-18
Dimensions: 257.6 X 766.5 IRR BAL TO ST
Total Acres: 4.56
Parcel Address: 7598 AE BEATY DR
BARTLETT TN
38133 3944

Attachment: SUP cigar bar, lounge club restaurant (2885 : Res. 38-20 SUP 2965 N Germantown Ste 111

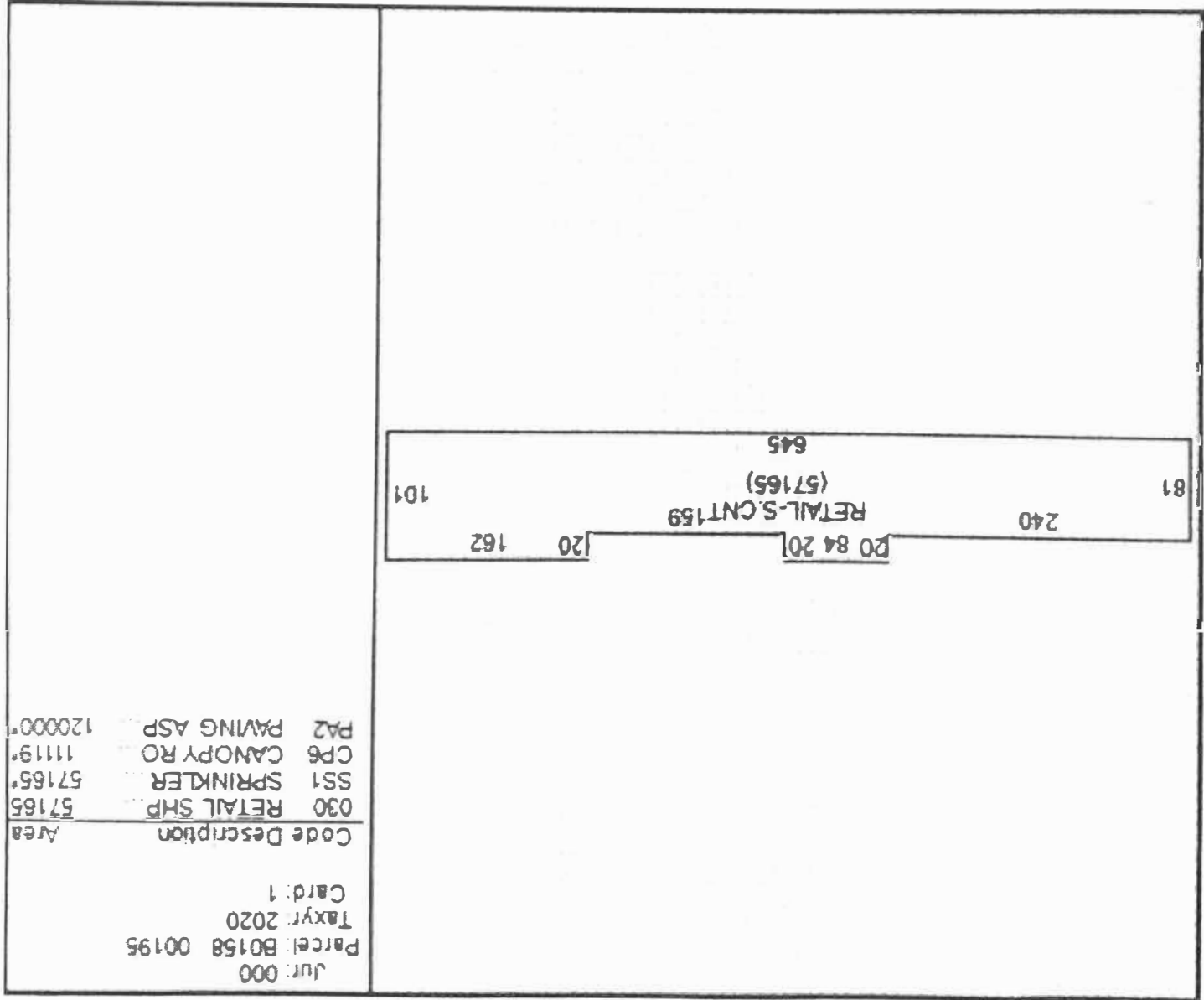


00567 - TAYLOR SUSANNE DVM LIVING TRUST
 B0158 00509 - GEESLIN JO ANN REVOCABLE LIVING TRUST
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 B01581 B00021 - TAYLOR SUSANNE
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 B01581 B00044 - PASTA REAL ESTATE PARTNERSHIP II
 B01581 B00043 - COOK OUT-BARTLETT INC
 B0158 00200C - GOLDEN ARCH LTD PSHP
 B0158 00510C - DMB HOLDING I LLC
 B0158 00180 - SKELTON HOMER D INTER VIVOS TRUST
 B0158 00403C - JWE ACE LLC
 092007 00087 - ARCP RL/BB MEMPHIS TN LLC
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092006 00017 - HERITAGE WOLF CREEK III LLC

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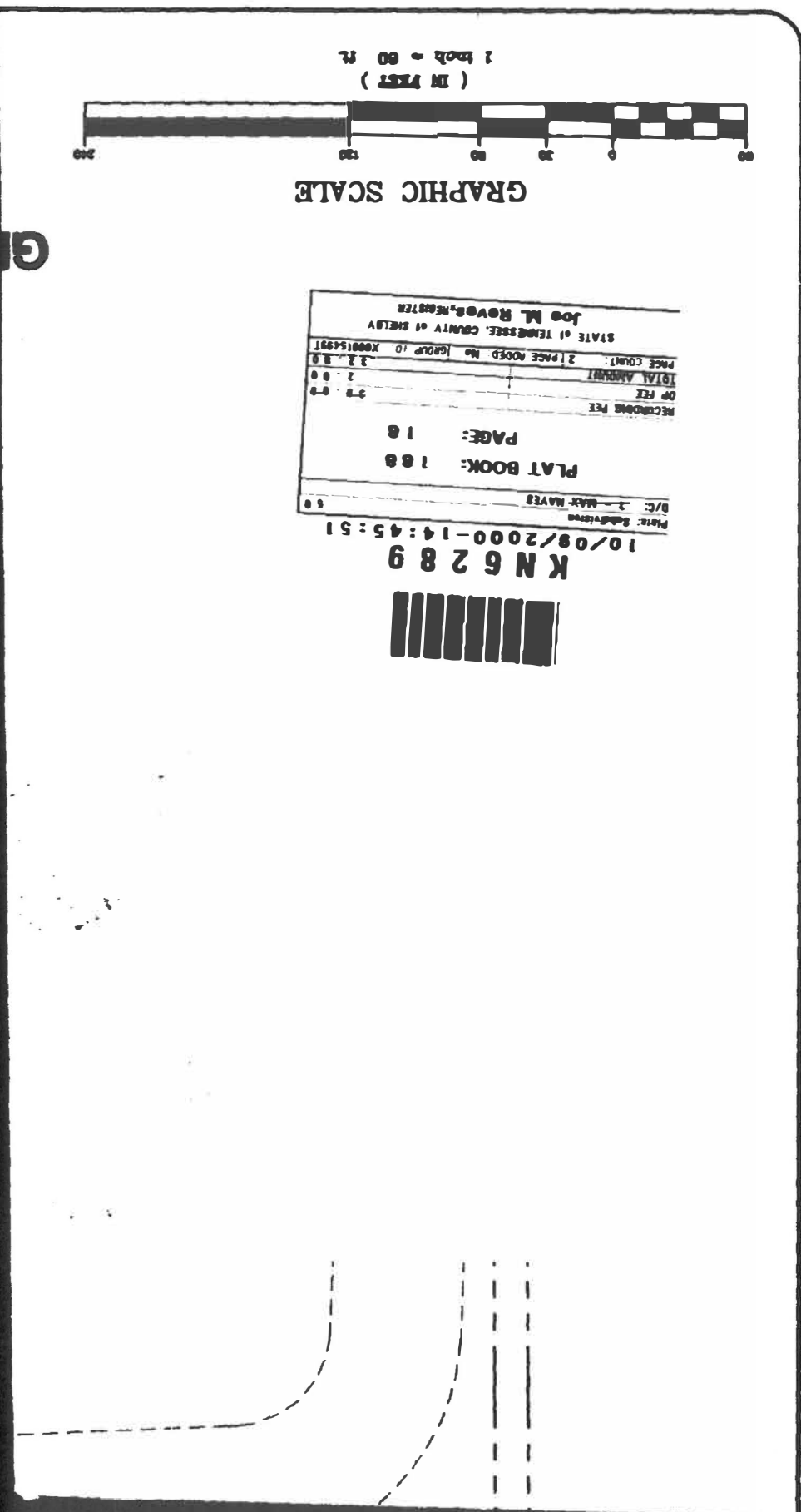
Attachment: SUP cigar bar, lounge club restaurant (2885 : Res. 38-20 SUP 2965 N Germantown Ste 111 Tavern, Cocktail Lounge, Night Club,

LEGAL DESCRIPTION
Exhibit "A"

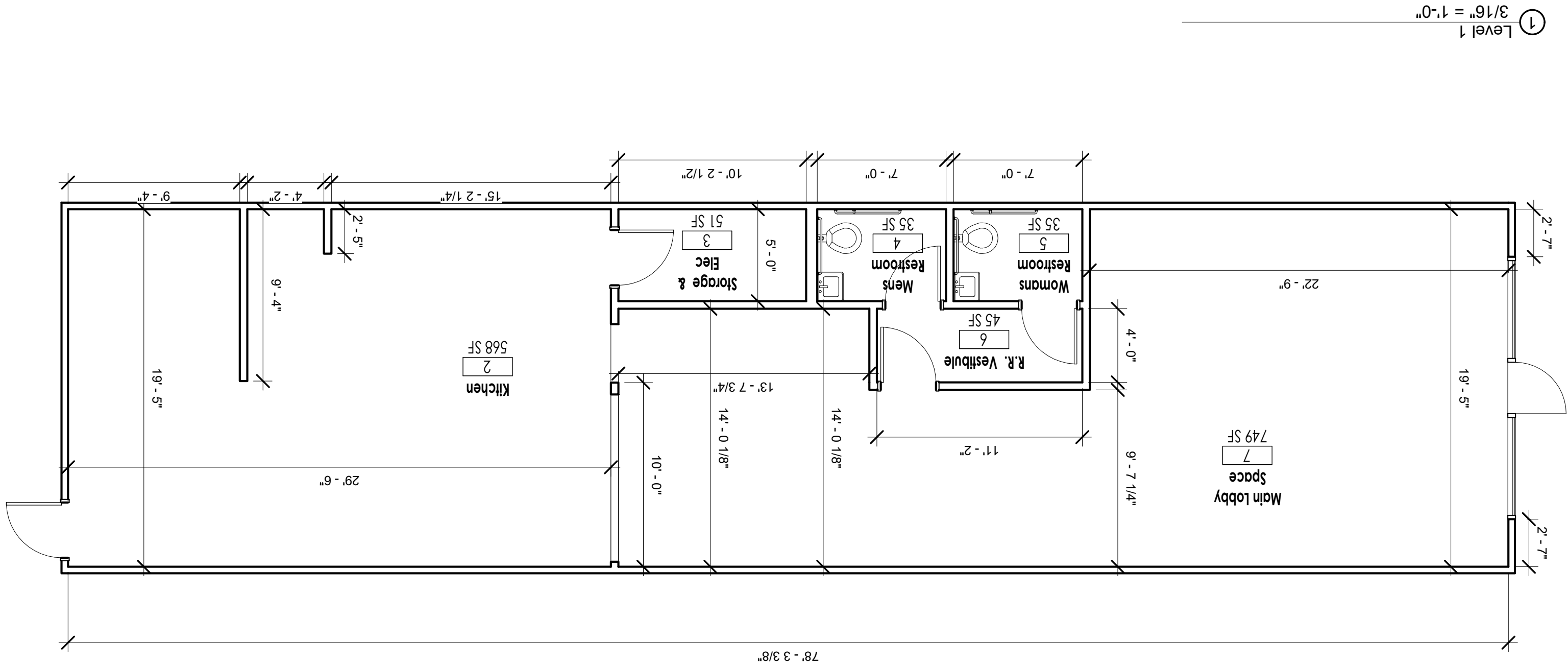
BEING A LEGAL DESCRIPTION OF THE WOLFAKE RETAIL CENTER, LLC, PROPERTY AS RECORDED IN INST. NO. 151004596 AT THE REGISTER'S OFFICE IN SHELBY COUNTY TENNESSEE (S.C.R.O.), BEING LOT 5 OF THE GEORGE ABERNATHY SUBDIVISION AS RECORDED IN PLAT BOOK 11, PAGE 69 (S.C.R.O.), SITUATED IN BARTLETT, SHELBY COUNTY,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

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

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



FLOOR PLANS DIMENSIONS	Project number:
	Date 10/20/2020
	A1.01
Scale 3/16" = 1'-0"	





2965 N Germantown Pkwy

Project number:

Date

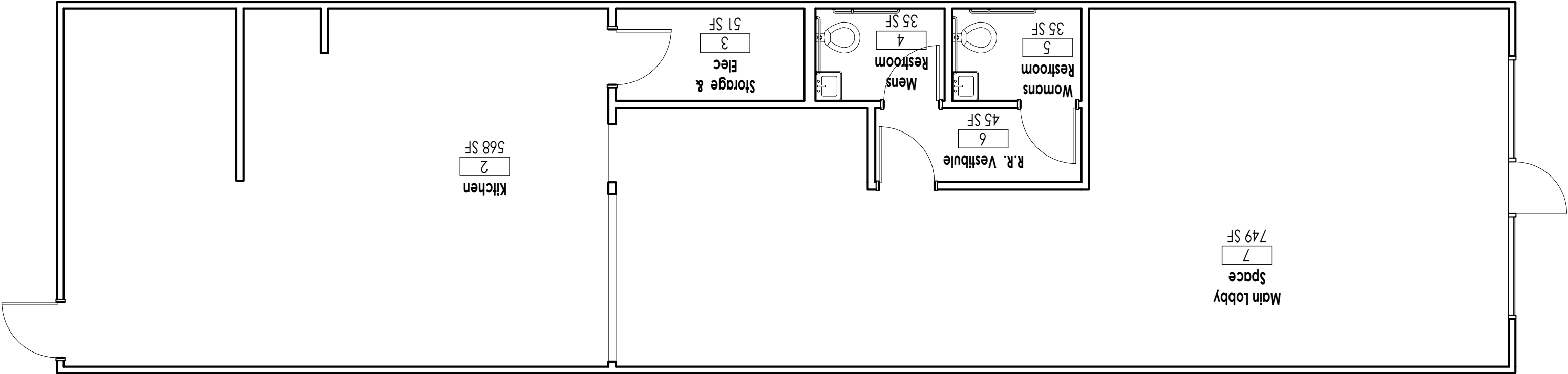
10/20/2020

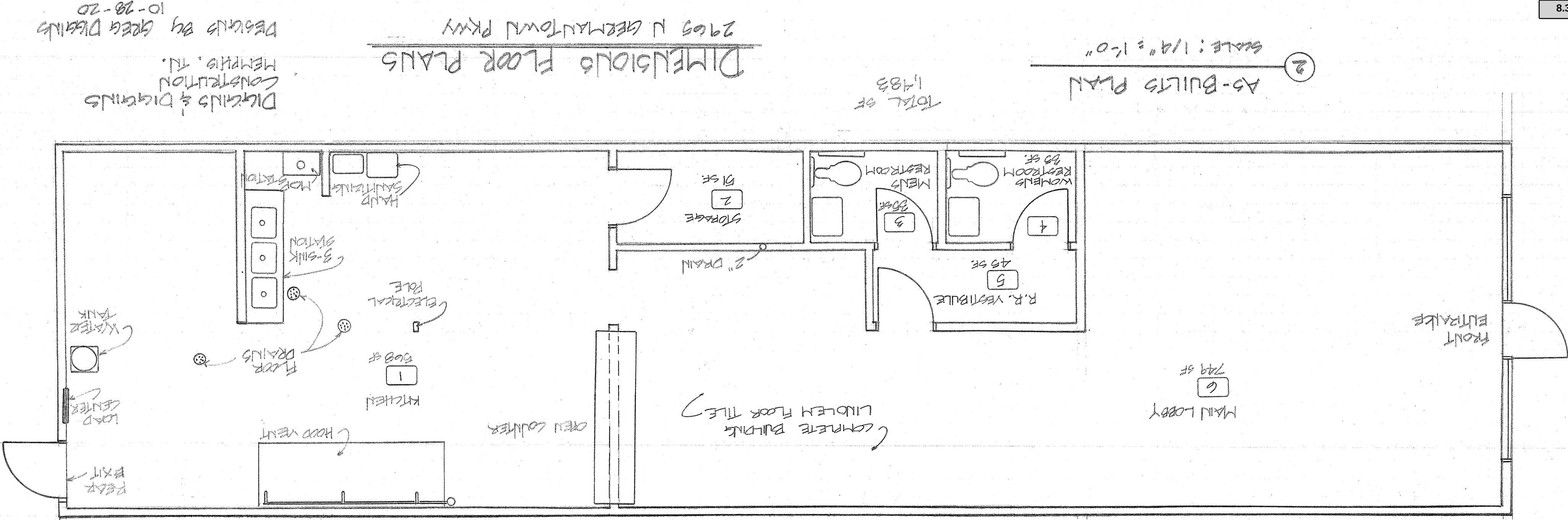
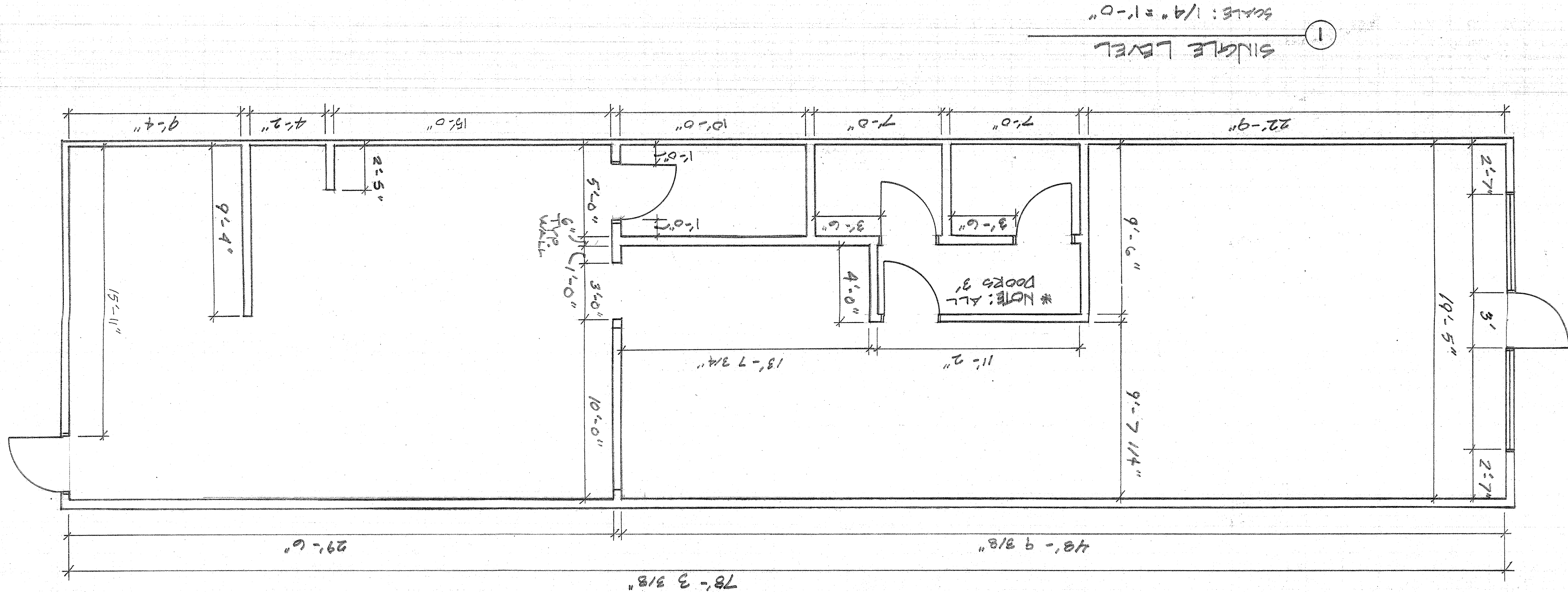
FLOOR PLAN LAYOUT

Scale 3/16" = 1'-0"

A1.02

① Level 1 Layout
3/16" = 1'-0"





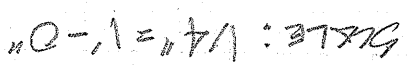
DIMENSIONS FLOOR PLANS

2965 N GERMANTOWN PKWY

DIGAINS & DIGAINS
CONSTRUCTION
MEMPHIS, TN.
DESIGNS BY GREG DIGAINS
10-28-20



SCALE: 1/4" = 1'-0"



Design by
GREG
DIGGINS
10-28-20